



Tuesday, July 15, 2014

6:00 PM

City Hall - Council Chambers

The City Council will conduct a Regular Meeting / Zoning Public Hearing on Tuesday, July, 15, 2014 at 6:00 PM at City Hall - Council Chambers at 1737 Main Street, Columbia, SC 29201.

ROLL CALL

PLEDGE OF ALLEGIANCE

INVOCATION

ADOPTION OF THE AGENDA

PUBLIC INPUT RELATED TO AGENDA ITEMS

APPROVAL OF MINUTES

1. Minutes (Requested by Erika Moore, City Clerk)
N/A

PRESENTATIONS

2. Introduction of the July 2014 Employee of the Month (Requested by Erika Moore, City Clerk)
na
3. Recognition of NxLevel Micro-Entrepreneur Graduates (Requested by Erika Moore, City Clerk)
na
4. SC Philharmonic Citizenship Award (Requested by Erika Moore, City Clerk)
n/a
5. Walk Bike Columbia Master Plan Briefing (Requested by Krista Hampton, Planning and Development Services)
N/A
6. Resolution R-2014-066 (Requested by Shari Ardis, Legal)
na

OTHER MATTERS

7. Neighborhood Street Lighting Request (Requested by Robert Anderson, Public Works)
na
8. Destruction of Narcotics to include Paraphernalia (Requested by William Holbrook, Police)
na
9. Installation of Speed Humps on Elmwood Avenue (Requested by Robert Anderson, Public Works)
na
10. Installation of Speed Humps and Multi-way Stop in the Cottontown Neighborhood (Requested by Robert Anderson, Public Works)
na

CONSENT AGENDA

CONSIDERATION OF BIDS AND AGREEMENTS

11. Healthcare Plan Design Changes (Requested by Sandra Wright, Purchasing)
Funding Source: Health Insurance Benefits / Consultant Fees 6048933-636700 - The revised contract total is \$110,000.00.
12. Professional Services Contracts for Federal Lobbying Services (Requested by Teresa Wilson, Administration)
Funding Source: 1011103-638300 - Note: The FY14/15 contract reflects a 10% increase to more adequately address the increased quantity and high quality of services rendered.
13. Merchant Capital (Requested by Sandra Wright, Purchasing)
*Finance Water Administration- Professional Services
5511409-636600*
14. Emergency and Mass Notification System (Requested by Sandra Wright, Purchasing)
Funding Source: City Account 1012701-638200 \$37,750 & County Account 2082702-638200 \$37,750
15. Mass Evacuation Bus Additions (Requested by Sandra Wright, Purchasing)
*Homeland Security Grant Control- Autos, Truck, Heavy Equip. Capital
2549999 – 658500 \$ 70,449.00*
16. Chevrolet Caprices (Requested by Sandra Wright, Purchasing)
*Police Operations- Auto, Trucks, Heavy Equipment Capital
1012403 - 658500 \$286,656.60*

17. Engineering Services Agreement with Chao & Associates for Structural Engineering On-Call Services The Department from time to time has a need for specific structural engineering services. The enclosed, subject Agreement provides for general structural engineering services for various projects that may arise in the coming year. (Requested by Joey Jaco, Utilities and Engineering)

Staff has negotiated a not to exceed fee of \$75,000.00 with Chao & Associates, Inc., a MBE firm located in Columbia for these services. The original budget amount is \$75,000.00. No subconsultants are expected under the Agreement. Services to be performed will impact all four City Council Districts. Funding for the Agreement will come from 5511706-638505 (water and sewer).

18. Engineering Services between the City of Columbia and Architect's Design Group, for Busby Street Resource and Training Center; 4039999 CP106002 (Requested by Joey Jaco, Utilities and Engineering)

Funding for this Agreement will come from 4039999 CP106002. The original budget for this project is \$300,000.00. Services to be performed will impact City Council District 2.

19. Stantec Agreement for Master Planning Services for Finlay Park - The Agreement will allow for master planning services at Finlay Park. The scope of the project includes conceptual design and planning, public outreach, schematic design and cost estimating. (Requested by Joey Jaco, Utilities and Engineering)

Funding for this Agreement will come from the Hospitality Tax Fund. The original budget for the professional services portion of this project is \$310,000.00.

20. Water Meters (Requested by Sandra Wright, Purchasing)

Utilities Water Distribution & Maintenance/Meter Parts & Supplies

5516203

625600

\$615,589.39

07/15/14 5516203 · Utilities: Water Dist & Maint

\$615,589.39

21. 2014 Street Rehabilitation Project (Requested by Sandra Wright, Purchasing)

Street Resurfacing Capital Project/Paving and Asphalt Supplies

4079999 - 623500

City Streets Pavement Maintenance/ Paving and Asphalt Supplies

SR911302 -623500

Note: This project is being funded by the SCDOT "C" Program.

22. Extension for Waste Hauling and Container Rental (Requested by Sandra Wright, Purchasing)

Utilities Metro Wastewater Plant- Special Contracts

5516208 - 638300

\$ 648,000.00

07/15/14 5516208 · Utilities: Metro WWT

\$648,000.00

23. SSES Rocky Branch 1 - The above referenced Agreement will allow for technical engineering support for a Sewer System Evaluation Study (SSES) of Rocky Branch 1. This study is to identify problems that may lead to sanitary sewer overflows. (Requested by Joey Jaco, Utilities and Engineering)

The budget for this project is \$7,293,500.00 (\$1,293,500.00 for design and \$6,000,000.00 for construction). Brown & Caldwell, Inc. is a SBE firm located in Columbia and is an approved Mentor Protégé. The Protégé for this project is 4-D Engineering a WBE firm located in Lexington will receive 60.2% of the contract value. The Protégé will provide sewer assessment, field data, QA/QC assessment, permitting and

construction administration. Funding for this Agreement will come from the Sanitary Sewer Budget (5529999-SS7280-636600). Services to be performed will impact all City Council Districts.

24. CDM Smith Contract Amendment 2 for Program Management (Requested by Joey Jaco, Utilities and Engineering)

Services to be performed will impact all City Council districts. The contract Amendment will be funded through the Sewer Maintenance Fund (5516212-SS723615-636600).

ORDINANCES - SECOND READING

25. ORDINANCE NO.: 2014-063 Authorizing the City Manager to execute Voluntary Cleanup Contract 13-5789-NRP In the Matter of SCDMH Bull Street Campus, Richland County, between Hughes Development Corporation and the City of Columbia for the property commonly known as the South Carolina Department of Mental Health's "Bull Street Campus" (Requested by Shari Ardis, Legal)

N/A

26. ORDINANCE NO.: 2014-072 Granting an encroachment to Tim S. Peterson for construction and maintenance of a wooden boardwalk within the right of way area of the 2000 block of Senate Street adjacent to his property at 2006 Senate Street, Richland County TMS #11405-10-01 (Requested by Shari Ardis, Legal)

N/A

EVENT RESOLUTIONS

27. RESOLUTION NO.: R-2014-052 Authorizing consumption of beer and wine beverages only at the Palmetto Tasty Tomato Festival (Requested by Shari Ardis, Legal)

N/A

28. RESOLUTION NO.: R-2014-057 Authorizing consumption of beer and wine only at the USC Pep Rally at Wild Wing Café in the Vista (Requested by Shari Ardis, Legal)

N/A

29. RESOLUTION NO.: R-2014-059 Authorizing consumption of beer and wine only at Oktoberfest (Requested by Shari Ardis, Legal)

N/A

30. RESOLUTION NO.: R-2014-060 Authorizing consumption of beer and wine only at HolidayFest (Requested by Shari Ardis, Legal)

N/A

PUBLIC HEARING

31. JEDA Resolution 2014-061 (Requested by Erika Moore, City Clerk)

n/a

MAP AMENDMENTS

32. Map Amendment - 1230 Sumter Street , (TMS#11401-03-01) (partial); request recommendation to rezone from C-5, -DD (Central Business District, Design Overlay) to C-5, -DD, -DP (Central Business District, Design Overlay, with a Design Preservation Overlay). (Requested by Krista Hampton, Planning and Development Services)

N/A

Text Amendment - 1230 Sumter Street Amend Chapter 17 - Article V, Division 3 - §17-691 (c) to designate structure as a Group II Landmark (Requested by Krista Hampton, Planning and Development Services)

N/A

ORDINANCE NO.: 2014-065 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article V, Historic Preservation and Architectural Review, Division 4, Landmarks, Sec. 17-691 Buildings and sites list, (c), to add 1230 Sumter Street (1310 Lady Street), Richland County TMS #11401-03-01(p) (Requested by Shari Ardis, Legal)

N/A

33. Map Amendment - 1401 Hampton Street (TMS# 11402-03-03); request recommendation to rezone from C-4, -DD (Central Area Commercial District, Design Overlay) to C-4, -DD, -DP (Central Area Commercial District, Design Overlay, with a Design Preservation Overlay). (Requested by Krista Hampton, Planning and Development Services)

N/A

Text Amendment - 1401 Hampton Street - Amend §17-691 (c) Buildings and Sites list, to designate 1401 Hampton Street, TMS# 11402-03-03; as a Group II Landmark. (Requested by Krista Hampton, Planning and Development Services)

N/A

ORDINANCE NO.: 2014-071 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article V, Historic Preservation and Architectural Review, Division 4, Landmarks, Sec. 17-691 Buildings and sites list, (c), to add 1401 Hampton Street, Richland County TMS #11402-03-03 (Requested by Shari Ardis, Legal)

N/A

TEXT AMENDMENTS

34. Amend Chapter 17-Article V - Historic Preservation and Architectural Review for updates and modifications. (Requested by Krista Hampton, Planning and Development Services)

N/A

ORDINANCE NO.: 2014-076 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article V, Historic Preservation and Architectural Review, Division 1, Generally, Sec. 17-652 Definitions, Sec. 17-653 Design and development review commission and Sec. 17-655 Administration; and Division 2, Preservation Standards for Landmarks and Design Protection Districts, Sec. 17-674 Review process (Requested by Shari Ardis, Legal)

N/A

ORDINANCES - SECOND READING

35. ORDINANCE NO.: 2014-038 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 15, Parks and Recreation, Sec. 15-1 Prohibited acts in parks to add (14) Exclusive minor child play zones (Requested by Shari Ardis, Legal)

N/A

36. ORDINANCE NO. 2014-052 PROVIDING FOR THE ISSUANCE AND SALE OF CITY OF COLUMBIA, SOUTH CAROLINA, SPECIAL OBLIGATION BONDS (HOSPITALITY FEE PLEDGE), IN ONE OR MORE SERIES, IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$35,000,000, IN ORDER TO FINANCE THE ACQUISITION, BY CONSTRUCTION OR PURCHASE, OF A MULTI-USE ENTERTAINMENT VENUE AND FACILITIES, EQUIPMENT, APPURTENANCES AND IMPROVEMENTS RELATED THERETO; AUTHORIZING THE MAYOR, THE CITY MANAGER, THE CHIEF FINANCIAL OFFICER AND THE FINANCE DIRECTOR, OR ANY TWO OF THEM ACTING TOGETHER, TO DETERMINE CERTAIN MATTERS WITH RESPECT TO THE BONDS; PRESCRIBING THE FORM AND DETAILS OF SUCH BONDS; AND OTHER MATTERS RELATING THERETO. (Requested by Shari Ardis, Legal)

N/A

37. ORDINANCE NO.: 2014-077 Authorizing the City Manager to execute an Agreement between the City of Columbia and Multicon Development Company for the Devine Street Parking Garage (Requested by Shari Ardis, Legal)

n/a

ORDINANCES - FIRST READING

38. ORDINANCE NO.: 2014-079 Granting an encroachment to Kenzil F. Summey and Alison Renee Lee for placement and maintenance of a steel Palmetto tree with concrete foundation within the sidewalk right of way area of the northern side of the 500 block of Lady Street adjacent to 1313 Pulaski Street, Richland County TMS #08912-04-01 (Requested by Shari Ardis, Legal)

N/A

RESOLUTIONS

39. RESOLUTION NO.: R-2014-062 Authorizing tastings only of locally produced wine and beer only provided by market vendors and operation of the North Columbia Business Association Farmers Market, an open-air market featuring farmers and food on Thursdays from May 1, 2014 to November 27, 2014 in the vacant parcel located at the 2800 block of North Main Street and Newman Street excluding the sidewalk areas, without closing North Main Street, Newman Street, Drayton Street or Anthony Avenue, and authorizing City staff to require vendors to remove items City staff deems not to be in compliance (Requested by Shari Ardis, Legal)

N/A

40. RESOLUTION NO.: R-2014-064 Designation of the National Incident Management System (NIMS) as the Basis for all Incident Management in the City of Columbia, South Carolina (Requested by Shari Ardis, Legal)

N/A

41. RESOLUTION NO.: R-2014-065 Authorizing the City Manager to execute a Notice to Proceed Letter between the City of Columbia and Populous, Inc. for Preliminary Architectural Services for the development of a Multi-Use Entertainment Venue Stadium to Include Minor League Baseball (Requested by Shari Ardis, Legal)

N/A

APPOINTMENTS

42. Midlands Authority for Conventions, Sports and Tourism (Requested by Elizabeth Gober, Council Support Services)

N/A



CITY OF COLUMBIA
AGENDA MEMORANDUM

MEETING DATE: July 15, 2014
DEPARTMENT: City Clerk
FROM: *Erika Moore, City Clerk*
SUBJECT: Minutes
FINANCIAL IMPACT: N/A

ATTACHMENTS:

- PH_MN_01_21_2014_D (PDF)



CITY OF COLUMBIA
PUBLIC HEARING MINUTES
TUESDAY, JANUARY 21, 2013
12:00 P.M.
CITY HALL – 1737 MAIN STREET
COUNCIL CHAMBERS - 3RD FLOOR

The Columbia City Council conducted a Public Hearing on Tuesday, January 21, 2013 at City Hall, 1737 Main Street, Columbia, South Carolina. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 12:09 p.m. and the following members of Council were present: The Honorable Sam Davis, The Honorable Tameika Isaac Devine, The Honorable Leona K. Plough, The Honorable Brian DeQuincey Newman, The Honorable Cameron A. Runyan and The Honorable Moe Baddourah. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore, City Clerk. This meeting was advertised in accordance with the Freedom of Information Act.

PUBLIC HEARING ON BASEBALL IN COLUMBIA

- **Council received public input at 12:12 p.m.**

Ms. Patricia Durkin appeared in opposition to the baseball stadium, because the City has many other issues to spend hundreds of millions of dollars on. She said she had a petition signed in opposition to the stadium. She said the feasibility study was not a good study and it is no different from the retail study that was done with the City Center Partnership several years ago. She said fixing our water and sewer system and improving our mass transportation system is a better use of funds.

Mr. Oliver Francis said the citizens are afraid; there's a price for progress; we want the crop, but we don't want to plow the field. He said we are the capital City and we are supposed to be the trendsetter. He urged the citizens to stop being afraid to take risks; progress costs.

Mr. Fritz Hamer said baseball is a tradition in Columbia and it would be good for us to consider bringing back Minor League Baseball. He said our community should not consider risking the amount of money that is being considered. He said that the University of South Carolina has a grand facility on Huger Street and we should negotiate with USC to use that facility. He said that the Capital City Park formerly known as Dreyfus Field has tremendous history and it would be worthwhile to refurbish that. He said there are two cheaper alternatives to the City investing in another baseball field. He agreed that water and transportation are two major things that should be focused on.

Ms. Elizabeth Marks, resident of the Robert Mills Historic District said she heard the presentation twice and she read the study. She lives and works within one-sixteenth of a mile from the proposed ballpark location. She said in July 2013, we rushed to approve a \$70 million gift in public funds to the developer of Bull Street; now we are considering tens of millions of dollars for a team owner; and now we are told that if the stadium isn't approved, the Hughes Company can't jump start the development. She asked why two

out of town companies are being handed unprecedented public dollars when other experienced and respected Columbia developers still have to use their own private resources to enhance our City. She asked why we are rushing to spend public dollars with no guarantee of return, as though it's monopoly money.

Mr. Walter Marks, resident of the Robert Mills Historic District said he opposes the baseball stadium, but not baseball. He said everything is rushed; we don't have a very strong set of numbers; and the owner doesn't want to pay. He expressed concerns, because it seems as though the Mayor went out to push the stadium and Council members didn't know what he was doing.

Mayor Benjamin clarified that Mr. Freier met with every member of Council several months ago and made the very same presentation.

Councilor Baddourah acknowledged that he met with Mr. Freier, but he has not seen the presentation. He said that the Mayor and Mr. Freier have been going around the City to every neighborhood presenting his case while Council has never seen that presentation as a public record.

Mr. Walter Marks said he reviewed the feasibility study. He recalled seeing a photo of the Fort Wayne stadium in the State Newspaper and half the stadium was empty. He suggested that the Mayor put his propositions on a slower track, get a hard set of numbers and come back to the public.

Mayor Benjamin said he attended a meeting last week wherein the consultants we hired to determine whether or not baseball would be feasible in Columbia were treated poorly; they were put in a position to defend decisions that had nothing to do with them; they were decisions we had to make as policy makers and decisions that Mr. Freier and Mr. Hughes will have to make. He recognized that part of the strategy is to try and confuse people. He clarified that no one is talking about spending \$100 million on a baseball stadium; no one is talking about using one dime of water and sewer revenue. He noted that we use the ERA Retail Study daily. He said we've been making aggressive water and sewer investments; we will continue to do so; and that has no impact on this project. He insisted that the only water and sewer funds that will be used for Columbia Common, will be for water and sewer infrastructure and storm water funds will be used for storm water. He clarified that we will be making an investment for public infrastructure on a piece of property that is two (2) and a half times the size of our central business district. He said we are talking about two (2) parking garages in the same exact area that we are sitting in right now, which has nine (9) parking garages of the same size. He said it is important to start from step one and see the proposal that all Council members should have seen by now. He stated that this is a multi-use sports and entertainment venue, not just a baseball stadium.

PRESENTATION ON BASEBALL IN COLUMBIA

Mr. Jason Freier, Chairman and Chief Executive Officer of Hardball Capital, LLC confirmed that he has met with every member of Council, sent them an information packet and offered to meet with them again. He proposed the development of a multi-use outdoor sports and entertainment venue that is modeled after the facility in Fort Wayne, Indiana that averages over 500,000 people per year along with over one hundred (100) sold-out games, sold out concerts and other packed events. He noted that the facility has been named the number one sports facility for two years and during the third year it was ranked number two; it is a successful existing facility that has been copied in other cities. He said baseball is the best anchor tenant you can have, because it creates a constant flow of people with a guaranteed minimum of seventy (70) home games to be played. He said Minor League Baseball (MiLB) is a favorite pastime here in Columbia and the 2004-2013 MiLB seasons are the highest attended seasons over a 100-year history. He said that tickets are inexpensive with over 20% of ticket sales being under \$5.00. He stated that MiLB is extremely stable and highly regulated. He noted that independent teams are not regulated. He said the ballpark can accommodate small and large concerts; it is a center of community events; and the facility is always in use. He presented a video of events at the stadium and comments from elected officials and other stakeholders demonstrating the success of Parkview Field in Fort Wayne, Indiana. He said the ballpark will accelerate the development of the Bull Street property. He said that in less than five years, Fort Wayne has seen \$50 million in investments. He highlighted the impact of other stadiums in other cities. He said the proposal is to put the ballpark in the middle of the Bull Street development as a catalyst with pocket parking and residential within two blocks of the stadium. He said one proposal is to model the front of the facility after the old Columbia City Hall and Opera House that burned down 100 years ago. He said the ballpark will create large and frequent crowds that create foot traffic. He noted that MiLB has been successful in many college towns. He said that a ballpark in Columbia would be counter cyclical to downtown activities and it would leverage existing infrastructure. He noted that the openness of the venue encourages development nearby to include office, residential and hotel uses. He said a ballpark is open 365 days a year; it serves as a public park when events are not in progress; and the team provides year round security. He noted that a ballpark will increase hospitality tax revenues, employment, tourism, cultural and sporting events; it creates opportunities for business entertainment; it provides downtown entertainment; and it is an inexpensive option for family entertainment. He noted that 80% of tickets are priced at \$9.00 or less and free events are held at the facility. He said they would make a strong partner, because they are willing to make a substantial investment in the project and take most of the risk going forward; they have the expertise and a demonstrated track record of operating success; they have unparalleled success operating a multi-use venue; they designed and developed an award-winning ballpark at a cost lower than comparable facilities built at the same time; and they would give back to the community. He said they can build a great facility in Columbia for considerably less than the \$42 million seen in the feasibility study. He reiterated that MiLB is a community oriented endeavor. He proposed to establish a Reviving Baseball in Inner Cities (RBI) Program in Columbia as a youth outreach program. [Click here to view Hardball's presentation](#)

RESOLUTION

1. [Resolution No.: R-2014-011](#) - Authorizing the City Manager to commence negotiations to include financing strategies of a Venue License Agreement between Hardball Capital, LLC and the City of Columbia and a Venue Management Agreement between Hardball Capital, LLC and the City of Columbia for placement and consideration on the February 4, 2014 City Council Agenda – *Approved by a vote of five (5) to two (2).*

Councilor Baddourah stated that this is the first time this has been presented to Council as a whole. He acknowledged that Mr. Freier met with him and Ms. Plough in December. For the record, he stated that he did not know that Mr. Freier was coming to the District III and IV meeting held last week. He asked about the increased attendance in Savannah over five years. He asked why the Savannah Council hasn't built a new facility.

Mr. Jason Freier, Chairman and Chief Executive Officer of Hardball Capital, LLC said on December 12, 2013, the Savannah Council agreed to move forward with a feasibility study and a Request for Proposals will be issued.

Councilor Baddourah questioned the success of the stadium in Savannah.

Mr. Jason Freier, Chairman and Chief Executive Officer of Hardball Capital, LLC explained that when they bought the Savannah team, it had the lowest attendance in the league. He noted that the stadium was built in 1926 and they've invested millions of dollars in the stadium. In doing so, he said that the attendance has doubled, but the team is still at the bottom of the league, because it is a poorly located and very old facility. He noted that the City offered to put \$6 million into the existing facility for upgrades, but that wasn't a prudent use of funds. He noted that Savannah councilmembers have toured the Fort Wayne facility and the Mayor of Savannah toured it twice.

Councilor Baddourah said he saw a lot of empty seats during the video.

Mr. Jason Freier, Chairman and Chief Executive Officer of Hardball Capital, LLC said a lot of the video was not recorded during a game.

Councilor Devine asked Mr. Freier to explain the process for exploring a territory.

Mr. Jason Freier, Chairman and Chief Executive Officer of Hardball Capital, LLC explained that MiLB and Major League Baseball (MLB) have the country divided into territories; a lot of the territories are spoken for; when the team left Columbia and went to Greenville, the territory opened up; and before anyone can explore the territory they must go through a process with MiLB to receive permission to explore this territory. He said that Hardball is the entity with permission to explore this territory.

Councilor Devine asked if more than one entity can be given permission to explore this territory. She asked if it is possible for the City of Columbia to issue an RFP for another owner to explore this territory.

Chairman and Chief Executive Officer of Hardball Capital, LLC said no, but you could get responses from an independent league, which is a totally different product that comes with none of the safeguards of MiLB.

Councilor Devine said that everyone agrees that the timeframe seems condensed for us to do our due diligence. She noted that she has spoken with councilmembers in Fort Wayne. She sought clarification of the timeframe Mr. Freier is working under and looking at a 2016 season versus 2015.

Mr. Jason Freier, Chairman and Chief Executive Officer of Hardball Capital, LLC said they were following the Bull Street discussion for the last two years and they've seen baseball being discussed consistently as part of that project. He noted that they've been exploring the market for a year. He explained that they came to Columbia, because they were looking for a win-win opportunity and when the Bull Street negotiations became serious, they saw that as an opportunity. He said the effect on Bull Street would be enormously different if they opened in 2015 versus 2016.

Councilor Devine asked if Mr. Freier would go somewhere else if we can't open in 2015.

Mr. Jason Freier, Chairman and Chief Executive Officer of Hardball Capital, LLC said no, but the offer for land from Mr. Hughes may be off the table and when you push something back a year, a lot can happen.

Councilor Devine asked if we would be supplanting events from one part of the City to another.

Mr. Jason Freier, Chairman and Chief Executive Officer of Hardball Capital, LLC said there is not a competing venue in Columbia right now. He said the events that are happening in Fort Wayne have been made bigger and better and they work very closely with the Convention Center in Fort Wayne to bring in events they haven't had before.

Councilor Davis said the Township Auditorium has the market on boxing. He asked if Mr. Freier would propose an event such as boxing.

Mr. Jason Freier, Chairman and Chief Executive Officer of Hardball Capital, LLC said a huge part of their success is dependent upon goodwill in the community. He added that a Minor League team is not looking to bulldoze existing events or venues; Columbia is the second largest metropolitan area in the country without a professional sports team; and he believes there is plenty of capacity here for us to be extremely successful without impacting existing venues or events.

Councilor Davis noted that a site analysis and evaluation wasn't done. He asked how Mr. Freier would work that against his numbers for the cost of construction.

Mr. Jason Freier, Chairman and Chief Executive Officer of Hardball Capital, LLC said the numbers are based on previous experience and discussions with engineers and architects who have designed many ballparks and have physically been on this site multiple times.

Councilor Davis said they've heard about the positive impacts of the stadium. He asked Mr. Freier to outline the precautions for a municipality getting involved with MiLB along with the construction and debt commitment.

Mr. Jason Freier, Chairman and Chief Executive Officer of Hardball Capital, LLC said MiLB teams don't disappear; if a team encounters financial disability he and his company would lose the franchise, but the league would step in and operate the team until it is sold to a new owner.

Councilor Plough sought clarification on what the team owner/operator is responsible for and what the MLB is responsible for.

Mr. Jason Freier, Chairman and Chief Executive Officer of Hardball Capital, LLC said they are responsible for all of the business operations for the baseball games and the other events. He explained that MLB provides the product on the field: players, coaches, trainers and managers; they are sent to us by a MLB affiliate; and they pay them. He noted that the owner/operator is responsible for the other costs.

Councilor Plough asked what those other costs are.

Mr. Jason Freier, Chairman and Chief Executive Officer of Hardball Capital, LLC said team travel, lodging, uniforms, ushers, ticket takers, concession workers, sales and marketing and television broadcast costs. He offered to send a list of the types of expenses they incur.

Councilor Newman asked what guarantee we will have in terms of longevity and how long the team will be here.

Mr. Jason Freier, Chairman and Chief Executive Officer of Hardball Capital, LLC said they will make a commitment to be here for 30-years under a contractual obligation and MLB/MiLB teams do not allow us to break those commitments; they can take the franchise away if we break our obligations. He noted that teams end up wanting to leave, because there is no long-term facility maintenance plan in place at the onset.

Councilor Newman said this is a major investment and destination for our community. He asked how accessible this park is going to be to the community. He wants to make sure that if we invest in something like this for our community, that it is really going to

be a benefit to everyone and exorbitant rates won't be charged to community groups that want to use the park.

Mr. Jason Freier, Chairman and Chief Executive Officer of Hardball Capital, LLC said in Fort Wayne, the park is open to the public when there isn't an event. He said this is a City facility and the City can request that an event be held at the facility at any time. He said the City would not have to pay for the events with the exception of the costs created. He noted that the team loses money on most community events, but they host the events, because it helps to create a connection with the community.

Councilor Baddourah said you are a private for-profit company. He asked if Mr. Freier is operating in the black in Fort Wayne and Savannah.

Mr. Jason Freier, Chairman and Chief Executive Officer of Hardball Capital, LLC said both teams are solvent organizations.

Councilor Baddourah asked if they requested funding from either City to continue managing or operating the stadium.

Mr. Jason Freier, Chairman and Chief Executive Officer of Hardball Capital, LLC said not in Fort Wayne, because under the lease we are responsible for all operations and maintenance costs. He said in Savannah and in the majority of instances, the City is responsible for a fair amount of the operations and maintenance costs as well as all capital improvement costs. He noted that this is the lease they inherited in Savannah, but this is not being proposed in Columbia.

Councilor Baddourah asked Mr. Freier if he will establish a reserve fund for maintenance and cover all liquid and fixed costs.

Mr. Jason Freier, Chairman and Chief Executive Officer of Hardball Capital, LLC said yes in Fort Wayne, we are responsible for all operations and maintenance costs on an annual basis; there is a board that oversees that; and we meet with that board annually.

Councilor Runyan asked what the remaining term of the Savannah contract is.

Mr. Jason Freier, Chairman and Chief Executive Officer of Hardball Capital, LLC said they are in the last year of a three year extension.

Councilor Runyan asked if there are instances where a franchise moves from one City to another.

Mr. Jason Freier, Chairman and Chief Executive Officer of Hardball Capital, LLC said a team can only move when they are not under a binding contract, unless there is an agreement that allows them to do so.

Mayor Benjamin asked what the public versus private investment in Fort Wayne will be at the end of the contractual relationship.

Mr. Jason Freier, Chairman and Chief Executive Officer of Hardball Capital, LLC said it will be over 50% in private funds, but when you add the upfront contribution, operations and maintenance, capital improvements, etc. Hardball is doing more than what the City is doing each year; we are taking on the risk of future variable costs.

Mayor Benjamin recalled an article from January 12, 2012 written by Clif LeBlanc wherein he talks about the possibility of baseball coming to Bull Street. He said it has been part of the dialog for quite some time. He said the Council discussed a feasibility study and who would pay for it. He recalled that there were offers to pay for it by the private sector in the second quarter of last year. He said it was Ms. Plough's recommendation that we have the feasibility study; we procured a private sector patron to pay for the study; it was Ms. Devine's recommendation that we have an independent study. He said that the feasibility study has been conducted and it concluded that this is a good market for baseball. He said there have been ten different meetings around the City explaining what we are talking about. He said the biggest question is how we are going to pay for this. He asked staff to present the financials.

Mr. Howard Duvall spoke to the Mayor and the members of Council from the audience and his comments were inaudible.

Councilor Plough made a motion to hear from the public at this point.

Councilor Baddourah seconded the motion.

Mayor Benjamin said he wants to hear from everyone, but it is important to have the information. He is amazed how the consultants were verbally assaulted and insulted many times last week and it is based on a decision that we seek not to inform our citizens and to incite them. He agreed to receive public input at this time, if it is the will of Council.

Ms. Teresa Wilson, City Manager clarified that there is a difference between Mr. Freier's presentation and the Brailsford and Dunlavey feasibility study that was commissioned by City Council; they are two independent things.

- **Council received additional public input at 2:04 p.m.**

Mr. Forrest Alton said he made a choice to live and work in this City and it comes along with a deal; we choose to pay taxes; we choose to vote in an election; and we choose to generate revenue, which subsequently our elected officials and City Manager decide how to invest. He is not a City planner, financial planner or a developer. He said Council has a choice to make as to whether or not we make an investment in this City. He said at a minimum a City needs to provide basic functions. He applauded the administration for addressing infrastructure needs. He said no one wants the bare minimum either. He said

there is an entire generation that is watching to see if you are going to make a City that we want to continue to call home.

Mr. Bob Liming disclosed that he loves baseball, but he is bewildered today. He said many of you were just re-elected and you ran on a campaign for safe streets, police, fixing our decaying water system and our infrastructure. He said now almost like a third baseman free agent on enhancement drugs, you're telling us that the absolute priority is to build a baseball stadium. He suggested that the City use USC's stadium and that we look at all developers. He said a public hearing is for the people and we are the people; let's make our City safe; and let's make it work.

Mr. Jim Reid said he is in favor of baseball in Columbia, but he also believes that tax dollars should be spent to provide basic public safety and basic services that benefit the citizens in Columbia. He asked why Columbia needs a stadium. He said Columbia has five large event venues that sufficiently provide affordable, family friendly entertainment. He said if there is a strong need for a stadium, then the City should pitch it to the private sector. He urged Council not to spend his hard earned money on a stadium.

Ms. Emily Cooper said we've all seen children in third world countries not having water to drink and we now see that other cities in the United States have the possibility of minimally adequate water. She said we have almost \$100 million in EPA fines. She said we must spend major funds on water and sewer, but we are sitting here talking about baseball. She quoted the Mayor as saying that we need more police officers and we need to pay our fire fighters more. She said we had to kill the bus system until we added taxes. She asked about light rail. She said that unless Columbia taxpayers become indentured servants we are not locked into a contract with no retail; we have two great shopping centers that she didn't pay taxes to build.

Mr. Rusty DePass said he is more concerned with the money the City would give up by ruining Bull Street, than he is with the idea of spending \$40 million on a baseball stadium; if you must have a stadium go somewhere else in town and build it like the Kline Iron Steel property or property on the river. He asked Council to not ruin the opportunity we have forever. He read a statement from a friend that served on the Richmond City Council and as the City Manager of Richmond.

Mr. Cam Kreps said the property won't be delivered to the City any cheaper and it is an opportunity to get leverage and an immediate return on the City's investment in infrastructure.

Mr. David Boucher said he supports the project as a taxpayer and they would love to have this project in their backyard. He cited the success of other Minor League teams. He said it doesn't take a CPA to identify that there is an absolute economic impact. He supports in principle, the City being involved in the development of a stadium. He said if you focus on the what, the how will happen.

Dr. Michael Stout said he grew up in Fenway Park, but he doesn't support a publicly financed stadium. He cited numerous quotes from the *Wall Street Journal* that spoke against public financing.

Mr. Carl Gullledge, Jr. said we have a situation where we don't want the government picking winners and losers in the private sector; we're talking about a significant amount of money; and if it's that good of a deal, there are bankers that would love to get in on that. He doesn't want to see another Air South, trolley system or some other boondoggle that the City of Columbia and Richland County citizens will pay for.

Ms. Ebbon Hixson, Leadership Columbia Class 2014 said she came from Charleston, attended USC and found a job here. She said we need to work on our self-esteem and investing in something like this is good for our self-esteem.

Mr. Eric Dickey, Leadership Columbia Class 2014 said he has a family that he would love to bring into downtown. He loves the idea of packaging the destinations together. He said the City deals with more than water and sewer and we have to focus on more than one issue at a time. He said this project will not take away from water and sewer funds; it's a quality of life issue; this will be geared towards family entertainment; and this is the perfect venue for faith based concerts. He said Hardball Capital is coming here to make a profit and they won't see it lose.

Mr. Price Cameron, Vice President for Hughes Commercial Property Inc., as the representative of the retail developer for the front portion of the property he said they've met with over 100 retailers and their response to baseball has been very positive, because baseball will boost the project to the level of quality that many of these well-known retailers require; it brings people in from far away; and it's a long-term commitment. He said they fully support baseball in Columbia and they think it's an excellent step in rebuilding the neighborhood; it is an excellent step toward remaking a neighborhood, bringing new things to the City and completing the vision for a first-class retail project.

Mr. Sam Chestnut expressed concerns about public money being spent on a private project. He owns a private company, but he didn't reach out to the City of Columbia to fund it. He loves baseball, but believes there are other opportunities and places to do this; it doesn't have to be at Bull Street or with public money.

Ms. Susan Creed said this process is debilitating for people who can't sit here for hours at a time; there needs to be a way to bring in the drawbacks for each idea along with a way to evaluate them. She asked that more information be put online so that citizens don't come to the meetings full of ignorance and frustration. She asked how is she to judge the information provided when she was told that Mr. Freier was at the sessions with the firm that conducted the feasibility study.

Mayor Benjamin said that's why it is so important that we give you the information and that you have the opportunity to hear it from the horse's mouth. He stated that Mr. Freier was not there.

Mr. Robert Creed said he tried to find information so that he could develop an opinion. He sent questions to the City and received helpful information. He said there are three things going on: the Bull Street Development Agreement; a proposed contract; and the City's response to this contract in terms of the obligations, meeting those obligations, benefits and risks. He referred to page 22, section 16a of the development agreement and asked if it's true that the City can't build the stadium anywhere else except on that site.

Mayor Benjamin said that's not true.

Mr. Robert Creed cited paragraph 16a. He said that Mr. Freier and Mr. Johnson have been very helpful, but neither could tell him how the City will determine its benefits and its obligations. For that reason, he concluded that Council should vote no.

Ms. Debbie McDaniel said she has three (3) stores in the City of Columbia and when she started over twenty years ago, no one would loan her a dime. She said what works in one area doesn't necessarily work in another. She asked how this will benefit our people. She stated that our people deserve clean water, safe streets, safe neighborhoods and public transportation. She said it takes one of her employees over two (2) hours to get from North Main Street to the downtown area. She said we need to use our money to help our working poor and to help everyone in Columbia have a better life.

Mr. Wiley Cooper asked where the money is coming from. He asked how the City can be assured of having the money to pay back what it borrows. He asked why the hurry. He said that Hardball has declined to state publicly that we will have a team in 2015. He asked what do we have to lose if we do this right and what are the costs for the businesses and venues already here. [Click here to read Mr. Cooper's comments](#)

Mr. Bill Shuler, President of Prescott Terrace said there's a disconnect between what he is hearing here and what he's hearing in the community; the people don't know what's happening. He asked when our ballpark is coming. He said we don't hear about this in other areas, but we hear about police and Chief Santiago being the best police chief Columbia ever had. He said he went to a lot of the meetings and this sounds good. He said there is a lot of property in Columbia that no taxes are paid on. He sees it as a win-win situation.

Mr. Darien Moyd said as a resident of the Midlands, Columbia is the economic engine that drives the Midlands and for too long we have lagged behind Greenville and Charlotte for the lack of vision and courage. He said there has to be a way for the City of Columbia to transform Columbia and to develop the Bull Street property that is currently dormant. He said this will be a catalyst and a lot of people in the Midlands are pulling for you.

Ms. Kit Smith, former member of the Richland County Council said the energy in this room shows that you have a great citizenry that is involved and that cares. She said it appears that the main reason for doing this is to jump start the Bull Street development. She said if it's not about baseball, then you need to know the effect of that. She urged Council to be careful in looking to make sure you are going to get the result you want

before you commit to investing \$105 million; before you commit to build, get a commitment to develop. She said a major concern is the cost benefit. She said we've heard about the benefits from the people who are trying to sell us the product; it is important to analyze the costs, which are larger than the dollars. She asked what could be done with this money if we didn't spend it here and is there another amenity that we could put on this property that would do the same thing. She said there can be unintended consequences to well-meaning efforts. She reviewed the timeline for the discussions thus far, noting that there is a problem with transparency. She asked what has been agreed to; has the stadium been designed; and why hasn't the public been a part of the process.

Ms. Ahrens Sims-Derrick said she is a numbers person. She said she got her information from the State Newspaper, but there has not been continuous information. She said the public may be willing to support this, but we need information. She recalled that at one point, the Mayor said that the stadium should be publicly funded. She further recalled that the Mayor said that the stadium could be built without any further tax burden. She said that transparency and clear communications build trust. She said the public doesn't know where the funding is coming from.

Mr. Howard Duvall said the development of the Bull Street property is a once in a generation opportunity for the City of Columbia. He asked will a stadium move the Bull Street development from a mixed-use development to another entertainment district. He said the matter should be moved to a referendum for a vote; with careful planning, the Bull Street project can be a crown jewel for the City. [Click here to read Mr. Duvall's statement](#)

Ms. Marilyn Knight, Melrose Heights resident said that she has heard only one idea; she hasn't heard any mention of the Duany Architects; the Duany Plan included a beautiful design for Bull Street. She said there is nothing clever about plumping a stadium in the middle of the Bull Street property; it represents the destruction of the inherent beauty of the grounds. She told Council that she walked the 184 acre property in July and it has the most productive soil. She urged Council to not pave it over. She said not everyone wants to go to a ballgame. She asked the Council to imagine a huge garden where the homeless could learn to grow fine fruits and vegetables; that creates dignity and lots of jobs. She said we can be leaders and not just copycats.

Mr. Floyd Cutner, President of the Residential Executive Council for the Columbia Housing Authority said everybody is focused on baseball, but it's about bringing our young children together and making Columbia a better place to be. He would like to see this provide for the future of our children. He said it will stop crime; provide positive and productive things for Columbia; and it will help our children improve their grades.

Mr. Carlos Andridge said he came here in 1968 and he worked as a doctor on Bull Street. He said if you look at many controversial developments, that is what made countries and cities famous. He said it is a good opportunity to do something visionary for Columbia; there are always risks. He hopes the developer will preserve a lot of the trees. He said this is a good opportunity to have an anchor and if you build it, they will come. He has

attended several Minor League Baseball games and the stadium in Birmingham has grown a lot over the past twenty years.

Mayor Benjamin noted that the Birmingham stadium was modeled after the Fort Wayne stadium.

Mr. Bob Wynn, President of the Arsenal Hill Neighborhood Organization said a leap of faith came when the decision was made to develop the Bull Street property; the opportunity to catalyze it with a ballpark is a wise decision; and the fusion is remarkable when you have a professional private entity that can join in to bring jobs, retail, entertainment, increased hotel revenue, entertainment, property values, tourism and economic activity; a compact with other attractions and businesses; reasonable and affordable pricing and free community events. He has no doubt that the pros outweigh the cons.

Ms. Martha Fowler asked to please hear what Mr. Hughes and the City Manager has to say now and then she would love to give her opinion.

Ms. Diane Wiley, Belvedere Community resident said she was raised to never accept no for an answer. She said you must take risks; this is an opportunity for Columbia to grow; there's nothing in the gateway of Farrow Road, Beltline Boulevard and Two Notch Road; and having Bull Street on that side would help. She said Allen University and Benedict College are always left out and they need help, too. She thanked the Mayor and City Council, because things are being done in Belvedere.

Mr. Bill Manley agreed that the stadium doesn't have to be built; the development of Bull Street will go on. He spoke about the City's financials at the Hyatt Park-Keenan Terrace meeting last night. He said the City's latest audit goes back to 2012 and at that time, the City's long-term debt was \$523,682,321, which includes a carryover from 2011 of \$80 million. He asked how the June 30, 2013 fiscal year ended; there could be another \$80 million in long-term debt. He said the citizens don't have an idea of the long-term debt that has been added this year. He reported that in 2012, the Water and Sewer Fund had an income of \$117,953,167; expenses were \$113,889,149; there was a balance of \$4,064,018; and the City transferred \$7,431,664 from the Water and Sewer Fund. He further reported that the deficit in the parking garages was \$1,173,699 and \$164,361 was transferred out. He asked what the stadium and two (2) parking garages are going to cost us. He said we will have \$800 million in long-term debt and we don't need that. He asked that the 2013 audit be published. He asked how much more money has been borrowed during the current fiscal year.

Mayor Benjamin clarified that no one has said that there won't be development on the Bull Street site without baseball; we've talked about baseball as an accelerant, but no one has said that it's dependent upon baseball.

Mr. Bob Hughes, President of the Hughes Development Corporation clarified that private money is being spent on a public ballpark that will be owned by the City of Columbia. He recalled Mr. Freier saying that you get to use it for whatever you want to use it for; he gets to use it for seventy baseball games and other entertainment; he gets the revenue off of that; and in exchange, he will pay a large part of your costs and he will take care all of your maintenance into the future. He recalled that the Duany Plan was updated and Andres Duany's final presentation to the public included a baseball stadium on Bull Street. He acknowledged that since 2011, there has never been a site plan or a picture in the paper that didn't have the baseball stadium on it; the stadium was moved in response to conversations with neighbors. He said our goal is to have the best mixed-use neighborhood and baseball is the family piece to this. He said that not one young person spoke against this. He said this is about retaining talent and having a place that young people and young families want to gather and that is done by public/private partnerships in most cities. He has made a commitment with four (4) years of his time and over \$2 million; to date he has not received one dollar. He insisted that he is in this to make it work. He noted that Columbia agreed over a course of 20-years to install the infrastructure so that we have the same benefit as people who bought a lot on Main Street. He said there are milestones to get that money. He said we are committed to creating reasonably priced parking buildings, at the right locations; and at the right time; the City will own those buildings. He said these are mixed-use parking garages that will be used for offices, baseball, retail and residents. He noted that mixed-use garages earn twice the revenue per parking space. He reiterated the fact that he will donate the site for baseball, which will be a commitment worth several million dollars and the land around the stadium will become more valuable. He noted that he won't get the taxes that will be created by such a development; the City will and that will ripple out far from the baseball. He agreed not to use a baseball stadium as a trigger for constructing a parking garage; we are partners; it's not to my benefit to spend your money early nor to build a garage early. He agreed to amend the contract if necessary. He stated that the infrastructure funding allocated for Bull Street can be used to make this the least expensive site to build baseball on in Columbia. He explained that the definition of smart growth is to spend the money on infrastructure one time and use it multiple times; you can use the money spent on infrastructure to produce sewer, storm systems, power and streets for baseball. He cited the Miley Study as saying that when we get Bull Street going, there's going to be \$22 million in property taxes and a \$1.2 billion a year economic impact upon the build out of Bull Street. He said the most important thing in baseball is getting the right owner; baseball is a community asset; we've seen this model work; this is an opportunity for Columbia to leverage its investment; and you can make this kind of impact with an awfully small investment. He thanked City Council for the partnership. He insisted that we are going to take the State Capital, the home of USC, the home of Fort Jackson and create a place that will be the envy of South Carolina and the envy of the nation.

Councilor Plough asked Mr. Hughes about us being on a very fast track. She said we can't reasonably build a stadium in twelve (12) months. She asked what if it's a 2016 team. She asked how that would impact Mr. Hughes and would Mr. Hughes still be willing to contribute the land.

Mr. Bob Hughes, President of the Hughes Development Corporation said Jason will have to comment on the ability to build a stadium rapidly; it can be done. He said he has been talking about baseball in Columbia since 2011; this isn't rushed. He said that baseball means a lot to him in this project and it should mean a lot to Columbia. He noted that parking will be remote to the garage and will cause patrons to walk past stores and restaurants to get there. He said he can't finish a plan for the rest of the land without knowing what will happen with baseball. He is dying to get certain retailers on this project; this is an opportunity for us to do something spectacular. He would not like to wait and he would have to evaluate all of his contracts before he decided whether or not to donate the land in the future. He would like to support it as fast as he can. He said baseball is worth him trying to figure out a way to make it work. He said if we didn't do baseball, it would make it a totally different project; it would have a huge negative impact on his personal finances.

Councilor Plough asked where the \$20 million came from in the contract.

Mr. Bob Hughes, President of the Hughes Development Corporation said it came from the costs he looked at for the Charleston and Greenville stadiums. He admitted that he didn't realize the ongoing maintenance exposure, which wasn't included and he didn't understand the difference between a really good stadium in Greenville that cost \$26 million ten (10) years ago and a great stadium in Fort Wayne.

Councilor Baddourah said Chapter 4 page 5 of the feasibility study showed that the private share in Greenville was 70% and the public share was 30%. He said that Greenville should have been more active in funding the deal. He asked why Mr. Hughes chose to put in 70% of his money into that stadium and why don't we have that relationship here.

Mr. Bob Hughes, President of the Hughes Development Corporation clarified that he doesn't have anything to do with the baseball stadium in Greenville. He said he is active in that neighborhood as a developer; he is not an owner of the stadium or the land around the stadium. He said that was a hay day when you got loans for anything; you can't do that now. He said there is a City currently building a stadium without a team, hoping to attract a team when they finish; they are paying 100% for the park.

Councilor Davis asked who represents the 70%.

Mr. Bob Hughes, President of the Hughes Development Corporation said a man named Craig Brown is the managing partner of that organization.

Councilor Devine said she talked to a few councilmembers in Fort Wayne who said that the stadium meant a lot more to their community than expected; however, they stressed that baseball has to be part of a bigger development. She asked if there is a possibility that the ballpark will be happening at the same time as retail development if there is a desire of this Council to do so.

Mr. Bob Hughes, President of the Hughes Development Corporation said the pace of baseball would be helpful by getting it in the core and getting it done early; the retailers are planning their shops around baseball. He explained that some of the baseball development will have to be elevated with retail tucked under it. He said the retailers have been told to expect construction to start later this year if baseball comes. He reported that they have an agreement out for signature for the renovation of the Babcock Building into a significant facility, but in that agreement we have the right to cancel if baseball isn't approved by the City of Columbia. He further reported that there is another six (6) acre project that will come whether baseball comes or not.

Councilor Devine said it would be helpful to know those things under a nondisclosure agreement with an understanding that it can't be disclosed publicly.

Mr. Bob Hughes, President of the Hughes Development Corporation agreed, but asked Council not to call the retailers.

Councilor Devine sought an explanation on the commitment for infrastructure; is it additional funding.

Mr. Bob Hughes, President of the Hughes Development Corporation said the \$31.5 million is expected to be paid over twenty (20) years and we are under negotiations with one utility company to see if they can do it at a reduced rate. He said you have to bring water, sewer, sidewalks and roads to the development. He said we have money in the plan to build the roads, but sewer and storm water retention has to be provided; we can get the power company to run power and gas there; these are public infrastructure items that the owner/operator doesn't have to pay for.

Councilor Devine asked how the stadium will work with the other public amenities that have been proposed.

Mr. Bob Hughes, President of the Hughes Development Corporation said they are designing the park at Gregg Street, but we can't complete the design until we know about baseball. He committed to doing twenty-five (25) acres of parks and the concourse, which is also a public park will be two (2) acres; we may be able to use part of the parks budget for the concourse.

Councilor Plough asked if Mr. Hughes will provide that "but for" list so that Council can get a sense of commitments if baseball moves ahead.

Mr. Bob Hughes, President of the Hughes Development Corporation said he can almost do that; he agreed to sit down with the Director of Economic Development and City Council, noting that each step tells you what the next step can look like. He said it all draws back to baseball for the first step.

Councilor Plough asked if retail will include fast food.

Mr. Bob Hughes, President of the Hughes Development Corporation said not fast food, but we are talking about having food; the anchor retail will not be restaurants. He doesn't want to circumvent the public process, but he can't put it out publicly.

- **Council recessed at 4:19 p.m.**
- **Council reconvened at 4:29 p.m.**

STAFF RESPONSE ON BASEBALL IN COLUMBIA

Ms. Teresa Wilson, City Manager explained that the work plan that is to be presented is based off of management and staff's review of what has been heard thus far; it has not been developed in consult with any of the individuals you've heard from today; it is an objective document that will serve as the framework for a path forward. She said while there have been lots of forums, briefings and discussions, there has been no directive by this Council for the Manager to do anything. She explained that this document will take you from where we are and encompasses opportunities and challenges that must be considered. She presented the twenty-three (23) part work plan. She reported that staff was asked by Council, who commissioned a feasibility study to look at the possibilities of baseball; that presentation was given on January 7, 2014; not the full study. She reiterated to the public that Council now has the full study along with answers to questions that were presented to Brailsford and Dunlavey as the objective and independent consultant that Council asked to work with us. She said City Council can possibly direct management to begin to conduct the due diligence and many City departments were asked to look at the possibilities that are being discussed. She said if directed, we would now formally conduct more due diligence to make adequate recommendations to you regarding a true public private partnership for the construction and operation of a Multi-Use Sports Entertainment Venue. She noted that she will always refer to it as that, unless directed otherwise. She stated that we will need to determine if this will be a part of a larger redevelopment project; identify all involved parties and the implementation schedule; ascertain the extent of private investment; and City Council will need to enact policy supporting the chosen path forward. She said that items 3-9 involve many of the things that have been mentioned to include outside consultant review, bond counsel review, internal reviews, etc. She said that item 16 brings us back to a review with City Council to determine if our findings meet Council's direction and objectives. She clarified that the original feasibility study that was commissioned had a scope of work that did not include surveys. She noted that she was not asked to look at site selection. She said that we have to consider other cost and revenue estimates for design, construction and land and infrastructure improvements for the venue; other attendant components associated with the venue; annual and ongoing maintenance and operating costs; interior and exterior security; clean-up for the events; naming rights and revenue sharing; suite and ticket sales revenue; and a project timeline. She said that the Columbia Police and Fire Departments would need to be at the table regarding ongoing event needs, traffic and noise. She said that Jeff Palen will present the most palatable financing options to Council. She said it is incumbent upon her to present the ongoing obligations of this City to include: public safety, compensation and classification study, capital

needs, water and sewer infrastructure. She outlined the future obligations of the City to include: facilities and other capital needs and catalyst projects across the City. She said that the Chief Financial Officer will review the potential revenues, but she noted that there are positive potential revenue sources from an opportunity like this and we want to keep those in mind. In closing, she urged Council to engage the community and stakeholders to include citizens, neighborhoods, the Bull Street Commission and other venue operators. She noted that these are potential opportunities to partner, but we also want to be cognizant of the notion of substitution dollars and making sure that they are comfortable that we are not displacing sources of revenue to another venue. She said we would recommend as to whether or not the City should create a Venue Authority Board or Advisory Board to oversee the City's interests and to manage civic events. She said that staff wants to be as responsible and efficient in getting this information to you, but at the same time we want to do whatever is ultimately in the best interest of this City. [Click here to view the Work Plan for a Multi-Use Sports Entertainment Facility and Bull Street Development](#)

Mr. Jeff Palen, Chief Financial Officer said they will bring back estimates on what they expect the potential revenues to be. He asked everyone to remember that these are estimates. He presented a list of eighteen (18) potential funding sources for financing the stadium, facility and other obligations on Bull Street. He referred to a memo that was previously presented in June 2013, noting that the 20-page document provided details on these options. He reviewed a list of other City commitments from the Development Agreement. He explained that this is a 20-year commitment; the numbers will be presented in four phases, but as though this was occurring today; and the things discussed today will change over the years as different revenues materialize. He stated that our commitment is estimated at \$31,236,000, \$24 million for parking facilities and \$35 million for a multi-use sports entertainment facility for a total preliminary amount of \$90,236,000.

Councilor Davis asked if additional infrastructure funding is needed for the construction of the stadium.

Mr. Jeff Palen, Chief Financial Officer said if we spent funds on infrastructure for the stadium, that would count towards part of our commitment.

Mayor Benjamin said that would require an amendment to the agreement.

Councilor Plaugh noted that the Development Agreement says that they will provide the land for both parking structures.

Mr. Jeff Palen, Chief Financial Officer said that is his assumption and the estimates do not include land costs.

Councilor Plaugh asked how Mr. Palen arrived at \$35 million. She said the consultants came up with a higher number and our contract says \$20 million.

Mr. Jeff Palen, Chief Financial Officer said the number was provided by the owner/operator.

Councilor Devine said that amount still has to be negotiated.

Mr. Jason Freier, Chairman and Chief Executive Officer of Hardball Capital, LLC said they had a not to exceed amount with the City of Fort Wayne.

Mr. Jeff Palen, Chief Financial Officer confirmed that the Development Agreement states that land will be provided for the parking. He reported that they looked at utilizing \$9,400,000 between one (1) to twenty (20) years in cash or pay as you go to pay for water and sewer infrastructure projects, storm water projects and other potential projects such as parking. He noted that it would not be necessary to borrow funds if cash is used.

Councilor Runyan asked if the \$9.4 million will be pulled from the unassigned fund balance.

Mr. Jeff Palen, Chief Financial Officer said yes, the water and sewer unassigned fund balance.

Councilor Plaugh asked for the current amount in the unassigned fund balance.

Mr. Jeff Palen, Chief Financial Officer said approximately \$150 million. He noted that the CAFR is posted online now.

Mayor Benjamin insisted that we don't want to consider using water and sewer funds, except for water and sewer projects.

Councilor Devine asked Mr. Palen to clarify that. She believes that storm water projects will come out of the Storm Water Fund.

Mr. Jeff Palen, Chief Financial Officer clarified that it would be \$6,125,000 out of the Water and Sewer unassigned fund balance and \$3,275,000 out of the Storm Water unassigned fund balance for projects outlined in the Development Agreement; it could be a little more; it could be a little less.

Councilor Plaugh asked if we have an unobligated fund balance in the Storm Water Fund.

Mr. Jeff Palen, Chief Financial Officer said yes, but there are still ongoing projects. He said we may need to reprioritize; this is a starting point; we need to get a better understanding of the plan and when the funds will be needed.

Councilor Plaugh said they need to know if this affects projects that we've already committed to. She requested a copy of the CAFR.

Mr. Jeff Palen, Chief Financial Officer said this is like any bond issue we do; we can agree to a plan, but every item will come back to Council.

Councilor Plough sought clarification on the balance in the Storm Water Fund.

Councilor Baddourah recalled that the Storm Water Fund balances out. He asked if we can use water and sewer funds to complete storm water projects.

Mr. Jeff Palen, Chief Financial Officer said he doesn't believe that we can.

Councilor Baddourah expressed concerns about storm drainage problems across the City.

Mr. Jeff Palen, Chief Financial Officer said if there isn't an appetite to use that, we will pull it out.

Councilor Devine said there is money in the account, but many storm drainage projects exceed the amount of available funding. She said we need to know if that's why the money is there.

Ms. Teresa Wilson, City Manager said they looked at the cost of what needed to be covered along with the relevant funds and the amount that you could take from those funds. She noted that Council would need to decide whether or not to move forward.

Mr. Jeff Palen, Chief Financial Officer acknowledged that we have a lot of water and sewer needs coming up as well. He continued to report that the use of a Hospitality Tax Bond would be a new issuance estimated at \$24 million. He said we currently have an outstanding hospitality bond issue that will mature in ten (10) years and our goal is to make the new bond fit in with the outstanding bond. He estimated that \$1.1 million would come out of the Hospitality Tax Fund in addition to the \$1.3 million we currently pay each year.

Councilor Runyan asked if that would net \$24 million.

Mr. Jeff Palen, Chief Financial Officer said yes; we are only paying interest in the early years and the principal will be paid off in large amounts after we pay off the current outstanding bond. He said Council must consider the existing coverage; if we issue the additional debt there is still a very strong coverage ratio on that. He explained that the funding could be used for any tourism related project including projects for a multi-use sports entertainment facility, any related parking facilities and potentially any other items under the Bull Street Development Agreement that would be related to tourism. He said the existing average annual debt service on outstanding bonds is \$1,347,000.

Councilor Plough asked what else can be funded other than parking and the stadium under the agreement.

Mr. Jeff Palen, Chief Financial Officer said roads.

Councilor Plough asked if only the roads that are tourism related could be funded from the Hospitality Bond.

Mr. Michael Seezen, Esq., City's Bond Counsel / McNair Law Firm, P.A. said that's correct; a hospitality tax bond can be used to fund tourism related facilities, roads and sidewalks, infrastructure and things that provide access to the tourism related development.

Councilor Runyan asked if it is an estimated \$46,000 in annual debt service on every million dollars of issuance.

Mr. Jeff Palen, Chief Financial Officer said they are trying to work this into the current structure and we will only be paying interest until we pay off the first bond then we will begin paying principal payments after we pay off that first bond.

Councilor Runyan asked if it is a 20-year issue.

Mr. Jeff Palen, Chief Financial Officer said no; that's a 30-year issue; most of our facilities we are building will be 30 to 50 year type items.

Councilor Runyan asked what the annual debt service would be per million for a traditional arrangement.

Mr. Jeff Palen, Chief Financial Officer said it was for 20 years at \$70,000 per million.

Councilor Baddourah asked about the borrowing limit on the hospitality revenue.

Mr. Michael Seezen, Esq., City's Bond Counsel / McNair Law Firm, P.A. said the City can issue up to 120% of the maximum debt service on the debt.

Mr. Jeff Palen, Chief Financial Officer agreed to provide the number.

Councilor Baddourah said if we are to do any park renovations or projects, we are limited; we have maximized all we can borrow on that revenue.

Councilor Plough said you are running these numbers with interest only for twenty (20) years.

Mr. Jeff Palen, Chief Financial Officer said it will be ten (10) years; it will parallel with the current issue; once that is paid off, all debt service will go towards paying off the new bond. He reiterated that we will pay interest only for the first ten (10) years on this bond issue as we are paying off the old bond issues; that amortizes over the next thirty (30) years. He continued to report on the use of Installment Purchase Revenue Bonds (IPRB) in the amount of \$57 million that can be used to finance any publicly owned asset in Bull Street; this will allow the City to work with funding sources that have more restricted uses; the credit structure is widely used throughout the state; it is generally accepted

throughout the financing industry; the structure is flexible and allows the City to use multiple sources to make its annual payments without having to directly pledge its sources. He noted that an advantage of using an IPRB is that they know we will issue small short-term General Obligation (GO) bonds to make the payments, but if we identify other eligible sources, we can utilize those as well. He said the \$5.5 million used to make the debt service payment today, will be the same ten (10) years from now. He said they tried to be very conservative while looking at this, assuming that no one else will be giving us revenue to pay for this. He reviewed the assumptions that were made during this analysis.

Councilor Plough said this also assumes that our operating expenses will stay flat.

Mr. Jeff Palen, Chief Financial Officer agreed that this doesn't incorporate anything on operating expenses.

Councilor Plough said you are anticipating that the growth in the tax base will cover the increased operations costs.

Mr. Jeff Palen, Chief Financial Officer said we will bring back estimates on growth and expenses. He said we are spending \$5.5 million on debt service; that will remain constant over thirty (30) years; and we won't have to raise taxes to make the payments.

Councilor Plough asked how we will pay for vehicles and capital items we have used the GO debt for.

Mr. Jeff Palen, Chief Financial Officer said we've used GO debt to fund our rolling capital over the last four (4) years; we've maxed out on our debt capacity; this is the last year we were able to do that; and we are looking for other solutions in the upcoming budget.

Mayor Benjamin said that many of us have expressed that it wasn't the best way to do things.

Mr. Jeff Palen, Chief Financial Officer recalled that the City used to have an internal lease and we are looking at how to fund that along with leases through other financial institutions.

Councilor Davis asked to see a comparison of the funding options.

Councilor Devine clarified that we were using cash, but decided to free up money in the General Fund. She said they should allow staff to complete the due diligence then complete this discussion in more depth. She said we can't make a decision today on a funding option; we clearly need more information and more discussion.

Mayor Benjamin made the following motion:

Whereas, Columbia City Council finds that Minor League Baseball brings vitality to urban centers; and,

Whereas, Columbia City Council finds that baseball stadiums are now being constructed as multi-use venues that are otherwise lacking in Columbia; and,

Whereas, Columbia City Council finds that baseball stadiums can serve as an economic catalyst for revitalization when carefully and thoughtfully built in conjunction with mixed-use neighborhoods; and,

Whereas, Columbia City Council finds that public financial participation in constructing and operating baseball stadiums may be required; and,

Whereas, Columbia City Council wants to conduct all proper due diligence outlining all risks and benefits of the proposed multi use venue;

Now, therefore, I move to direct the City Manager to work with staff to bring forward **(1)** a draft Venue License Agreement between Hardball Capital, LLC and the City of Columbia and a draft Venue Management Agreement between Hardball Capital, LLC and the City of Columbia to include proposed financing and any commitments by the Bull Street developer and Hardball Capital, LLC and **(2)** a work plan for the implementation of this public/private partnership, as well at the February 4, 2014 meeting of City Council.

Councilor Devine seconded the motion. She said the February 4, 2014 deadline may be a very tight timeframe; however, she agreed that we need to keep moving. She acknowledged that all of the information might not be available by that date. She asked that Ms. Wilson engage whatever professional expertise that is needed, i.e. attorneys and consultants. She said we need to decide if this is something we want to do; whether or not we can afford to do it; and whether or not we can afford not to do it. She hopes that Council can have a real honest dialog. She hopes that this discussion will be part of that bigger strategic discussion we need to have as it relates to investing in our infrastructure needs and long-term goals. She supports the Mayor's motion, noting that this has been a very quick process and more information is needed in order to make an informed decision without artificial timelines.

Councilor Davis said if there's a positive decision to go with this particular venue, there are going to be impacts one way or the other. He said there will be some spinoff if this moves and if it doesn't there still exists a need to do other things that will impact that part of the City. He sees this as a way of not only preparing for one particular path, but understanding and realizing that there are other things that need to be done; we need to give it just as much effort and consideration as we are giving this question, whether we go forward with it or not.

Councilor Plough said we've heard staff trying to advise us on how we cobble together \$90 million to invest in a 180 acre site in our City. She said that Bull Street does offer a fabulous opportunity to Columbia and our State; there are fabulous historic properties there and opportunities to do exciting things. She said this City Council has already committed \$75 million towards seeing that dream come to fruition. She is for investing in our future and giving the citizens of this City what they deserve in terms of a responsible government. She doesn't think it's reasonable to think that the things outlined could be professionally addressed by February 4, 2014. She expressed concerns about public safety and security needs. She said we must be careful about what we envision for the future of this City. She isn't against baseball or baseball on Bull Street, but we must be careful about our public safety needs, resurfacing streets, sidewalks, storm drainage, recreation facilities and Finlay Park. She made a substitute motion to stop all negotiations and all other considerations relating to the construction of a Minor League Baseball team as part of the Bull Street development.

Councilor Baddourah seconded the motion.

A substitute motion made by Ms. Plough and seconded by Mr. Baddourah, to stop all negotiations and all other considerations relating to the construction of a Minor League Baseball team as part of the Bull Street development failed by a vote of two (2) to five (5). Voting aye were Mr. Baddourah and Ms. Plough. Voting nay were Mr. Newman, Mr. Runyan, Ms. Devine, Mr. Davis and Mayor Benjamin.

Councilor Runyan said he has a long list of due diligence questions for the City Manager and he agreed to share those with his colleagues as well. He doesn't disagree with most of what was said tonight. He said we need to understand the risks.

Ms. Teresa Wilson, City Manager said she understands the motion and during the period of due diligence we will be giving weekly updates. She said the motion is asking us to bring back agreements and she asked if Council wants to consider staff doing the due diligence first and then the agreements.

Mayor Benjamin said all questions need to be asked and answered; it may not be to everyone's satisfaction. He said that Ms. Devine's recommendation is clear in that you should avail yourself to whatever advice you need so that you can answer questions from Council and the community; we want this done right and that is what everyone is encouraging.

Upon a motion made by Mayor Benjamin and seconded by Ms. Devine, Council voted five (5) to two (2) to approve Resolution No.: R-2014-011 - Authorizing the City Manager to commence negotiations to include financing strategies of a Venue License Agreement between Hardball Capital, LLC and the City of Columbia and a Venue Management Agreement between Hardball Capital, LLC and the City of Columbia for placement and consideration on the February 4, 2014 City Council Agenda; to direct the City Manager to work with staff to bring forward a draft Venue License Agreement between Hardball Capital, LLC and the City of Columbia and a draft Venue Management

Agreement between Hardball Capital, LLC and the City of Columbia to include proposed financing and any commitments by the Bull Street developer and Hardball Capital, LLC as soon as practical; and to direct staff to bring forward a work plan for the implementation of this public/private partnership with an update during the February 4, 2014 meeting of City Council. Voting aye were Mr. Newman, Mr. Runyan, Ms. Devine, Mr. Davis and Mayor Benjamin. Voting nay were Mr. Baddourah and Ms. Plough.

CONSENT AGENDA

Councilor Baddourah asked that **Item 8** be held until Acting Police Chief Santiago can answer his questions.

Upon a single motion made by Mr. Baddourah and seconded by Mr. Runyan, Council voted unanimously to approve the **Consent Agenda Items 2 through 7 and 9 through 11**. Consideration of **Item 8** was deferred.

CONSIDERATION OF BIDS, AGREEMENTS and CHANGE ORDERS

2. Council is asked to approve the [Purchase of Four \(4\) Kubota Utility Vehicles](#), as requested by the Parks and Recreation Department. Award to Carolina Power Equipment, Inc., a certified Local Business Enterprise in the amount of \$65,943.89. This vendor is located in Cayce, SC. *Funding Source: Parks, Building and Ground-Autos, Truck, Heavy Equipment Capital; 1015104-658500 - Approved*
3. Council is asked to approve the [Purchase of One \(1\) Dump Truck with a Five Cubic Yard Body](#), as requested by the Fleet Services Division for the Street Division. Award to Carolina International Trucks, Inc., using the SC State Contract in the amount of \$73,803.00. This vendor is located in Columbia, SC. *Funding Source: Capital Replacement/Auto, Trucks, Heavy Equipment-Capital; 6308972-658500 - Approved*
4. Council is asked to approve [Project SS721514; An Agreement for On Call Engineering Services](#), as requested by the Utilities and Engineering Department. Award to Hazen & Sawyer, P.C. in the amount of \$75,000.00. This firm is located in Columbia, SC. *Funding Source: Sanitary Sewer Improvement Fund; SS721514 – **Note:** The City desires to engage the Engineer to render certain engineering services required from time to time in conjunction with the operation of the City's water treatment plants and respective distribution system. These tasks may include, but are not limited to: on-call sewer hydraulic modeling, capacity assurance support, wastewater engineering support and other related consulting services. – Approved*

5. Council is asked to approve the [Purchase of One \(1\) Backhoe Loader](#), as requested by the Fleet Services Division for the Street Division. Award to Blanchard Machinery Company using the National Joint Powers Alliance Contract in the amount of \$86,131.00. This vendor is located in West Columbia, SC. *Funding Source: Capital Replacement/Auto, Truck, Heavy Equipment-Capital; 6308972-658500 - **Note:** The City of Columbia's membership with the National Joint Powers Alliance creates national cooperative contract purchasing opportunities and solutions that present both time and money savings by consolidating numerous individually prepared solicitations to one cooperatively shared process. There is no-cost, no-obligation or liability to participate in the NJPA contract purchasing program. - Approved*

6. Council is asked to approve [Contract Amendment #2 for Project SS6722](#); An Agreement for Engineering Services to provide Operational Assistance at the Metro Wastewater Treatment Plant, as requested by Utilities and Engineering. Award to Hazen and Sawyer in the amount of \$113,580.00. This vendor is located in Charlotte, NC. *Funding Source: Sanitary Sewer Fund; 5529999-SS6722 - **Note:** This contract amendment will allow Hazen & Sawyer to provide additional post-construction related services at the Metro Wastewater Treatment Plant. Improvements were made to the Headworks and Train 1 secondary clarifiers. As a result, a Field Specialist will perform extended operational, maintenance assistance and training for the newly upgraded facilities. - Approved*

ORDINANCES – SECOND READING

7. [Ordinance No.: 2013-130](#) – Granting encroachment to Terry Dimmery and Betsy Dimmery for installation and maintenance of a wrought iron fence, brick knee wall, brick columns, a walk gate and drive gate within the right of way area of the 2400 block of Wheat Street adjacent to their property located at 2420 Terrace Way, Richland County TMS #11311-07-04 – *First reading approval was given on January 7, 2014. – Approved on second reading.*

RESOLUTIONS

8. [Resolution No.: R-2014-002](#) – Authorizing the City Manager and Interim Chief of Police to execute a Mutual Aid Agreement between the City of Columbia and City of Columbia Police Department and the South Carolina Department of Mental Health – *Consideration of this item was deferred on January 7, 2014 and January 21, 2014.*

9. [Resolution No.: R-2014-005](#) – Authorizing execution of a Lease Amendment Agreement between the City of Columbia and MS Joint Venture for lease of office space at 1401 Main Street to be used by the City Attorney and Information Technology Departments - *Approved*

10. [Resolution No.: R-2014-010](#) – Authorizing consumption of beer and wine only at First Thursdays on Main/Art Crawl in the 1200, 1300, 1400, 1500, 1600 and 1700 blocks of Main Street from Gervais Street to Laurel Street and within Boyd Plaza adjacent to the Columbia Museum of Art – *The event begins on February 6, 2014. - Approved*
11. [Resolution No.: R-2013-107](#) – Authorizing consumption of beer and wine only at the South Carolina Cornbread Festival – *This event is on March 29, 2014. - Approved*

ORDINANCE – FIRST READING

12. [Ordinance No.: 2014-005](#) – Authorizing the City Manager to execute an Amendment to Lease Agreement between the City of Columbia, Bright-Meyers 2001, LLC and Shanahan & Company, LLC for lease of the property known as Capital City Stadium – *Approved on first reading.*

Upon a motion made by Ms. Devine and seconded by Mayor Benjamin, Council voted unanimously to give first reading approval to Ordinance No.: 2014-005 – Authorizing the City Manager to execute an Amendment to Lease Agreement between the City of Columbia, Bright-Meyers 2001, LLC and Shanahan & Company, LLC for lease of the property known as Capital City Stadium.

Councilor Devine asked staff to schedule a meeting with Mr. Hughes before Feb. 4, 2014.

Upon a motion made by Mayor Benjamin and seconded by Mr. Davis, Council voted unanimously to declare Tuesday, January 21, 2014 as Ryan White Care Act Day in the City of Columbia in support of reversing the spread of HIV/AIDS in our community.

Upon a motion made by Mr. Davis and seconded by Mr. Runyan, Council voted unanimously to adjourn the meeting at 5:45 p.m.

EXECUTIVE SESSION

13. Discussion of negotiations incident to proposed contractual arrangements – *This item was not discussed in Executive Session.*
14. Discussion of negotiations incident to the proposed purchase of property – *This item was not discussed in Executive Session.*

Respectfully submitted by:

Erika D. Moore
City Clerk



CITY OF COLUMBIA
AGENDA MEMORANDUM

MEETING DATE: July 15, 2014

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Introduction of the July 2014 Employee of the Month

PRESENTER: Ms. Kimberly Gathers, Director of Columbia-Richland 911 Communications

FINANCIAL IMPACT: na

ATTACHMENTS:

- july_employee_of_the_month (PDF)



EMPLOYEE OF THE MONTH NOMINATION FORM

NAME OF NOMINATED EMPLOYEE:

Larry Sanders

EMPLOYEE'S DEPARTMENT/DIVISION:

Columbia-Richland 911 Communications

Employee's Title:

Telecommunicator

Date of Hire:

07-29-2002

Name of Nominator:

Jacquelyn Richburg

Date:

06-24-2014

Signatures of supervisor, division head, department head and if applicable, Assistant City Manager:

Name:

Jacquelyn RichburgTitle: Supervisor

Name:

Kimberly R. BathersTitle: Division Head

Name:

Title: Department Head

Name:

Title: City Manager

Nominator should provide three other employees' names who may be contacted concerning the work of the nominated employee.

Name:

Matthew Crook

Division:

911 Communications

Name:

Jonathan Ayala

Division:

911 Communications

Name:

Albert Guenzel

Division:

911 Communications

CRITERIA FOR BEING NOMINATED EMPLOYEE OF THE MONTH

- ❖ The nominated employee must have been employed by the City of Columbia for at least one (1) full year.
- ❖ The nominated employee must have low absenteeism and tardiness.
- ❖ The nominated employee must have maintained and projected a positive attitude and a willingness to get along well with co-workers and the public.
- ❖ The nominated employee must have shown a willingness to perform any assigned duties in the highest standards possible and enhanced the department's ability to better serve the citizens of the City of Columbia.
- ❖ The nominated employee must have maintained a professional appearance and manner.
- ❖ The nominated employee must have demonstrated an allegiance to the City and be a team player who supports others' efforts to achieve the goals of the City of Columbia.
- ❖ The nominated employee should have earned the respect of co-workers.
- ❖ Special considerations may be given to employees who participate in extracurricular activities that benefit the City of Columbia.

THE DETAILED NARRATIVE MUST CITE SPECIFIC EXAMPLES THAT DEMONSTRATE THE CRITERIA FOR NOMINATION OF THIS AWARD. NOMINATIONS RECEIVED THAT DO NOT MEET THE CRITERIA WILL NOT BE CONSIDERED.



CITY OF COLUMBIA

2.a

Columbia – Richland 9-1-1 Communications

1800 Laurel St | Columbia, South Carolina 29201
Phone: 803-988-8005 Fax: 803-255-8139

June 24, 2014

COC Employee of the Month Nomination

Name of Nominated Employee: Larry Sanders - Telecommunicator

Name of Nominator: Jacquelyn Richburg – Deputy Director 

Mr. Larry Sanders has been employed with the City of Columbia for approx. 11 ½ years as a Telecommunicator. Mr. Sanders seniority, knowledge and willingness to assist 911 Communications has proven to be outstanding. Mr. Sanders is a remarkable employee who brings to his job a high degree of energy, commitment, flexibility and professional conduct. He has excellent attendance and is always punctual. Whether assisting a coworker or citizen over the phone, Mr. Sanders is the kind of employee that leaves a lasting positive impression. He also exemplifies enthusiasm and exemplary team spirit while assisting in training our new hires.

Mr. Sanders is a true asset to CRC and it is with great pride that I nominate him to be July Employee of the Month.

Attachment: july_employee_of_the_month (1449 : Introduction of the July 2014 Employee of the Month)



CITY OF COLUMBIA
AGENDA MEMORANDUM

MEETING DATE: July 15, 2014

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Recognition of NxLevel Micro-Entrepreneur Graduates

PRESENTER: Mr. Angelo McBride, Administrator for the Office of Business Opportunities

FINANCIAL IMPACT: na

ATTACHMENTS:

- Nxlevel (PDF)



Office of Business Opportunities

Everybody Counts, Everybody Contributes, Everybody Benefits

MEMORANDUM

To: Erika Moore, City Clerk

From: Angelo McBride, OBO Administrator

CC: Tina N. Herbert, Executive Director

Date: May 28, 2014

Re: NxLevel Micro-Entrepreneur Graduates' Recognition

The Office of Business Opportunities would like to be placed on the Tuesday, July 1, 2014 evening agenda to formally recognize **NxLevel Micro-Entrepreneur** Graduates for successfully completing 12 weeks of business training.

The NxLevel Micro Entrepreneur is training that prepares entrepreneurs to compete, win, and survive. It is designed for businesses with less than 5 employees. Participants learn how to choose a business idea, develop a business plan, develop a marketing plan, understand market analyses, explore financing options, assess risk management, develop a customer's service philosophy, as well as other relevant entrepreneurial skills. The City of Columbia partnered with the Benedict College Business Development Center to ensure that experienced entrepreneurs, with actual experience, provide practical training.

We will briefly **highlight 14 businesses** with two businesses providing a short synopsis of the course requirements while explaining how they benefited from NxLevel Graduates Micro- Entrepreneur.

May 2014 Graduates

Dionne Dunlap, Arsena's Sweets, LLC
Franco Shaw, Shaw Power Clean
Tammy G. Wimberly, Give Me A Break-Now, LLC
Corliss Eubanks, All About Teeth Portable Dental Hygiene, LLC
Jessica Singletary, Awakening Destiny
Millicent D Hudson, Hudson & Hudson Inc.
Ruth Brockman, Ruthie B's Home Made Recipes
Marguerite R. Brown, Blessed & Beneficial Trucking
Lawanda J. Holliman, Everything Etiquette and You
Monica Butler, Golden Moments Senior Service & Transportation, LLC
Twila Jones, West of Vintage
Marques Wright, Circuit Surfers Electrical
Jeffery Watkins, Humble Beyond Business
Crystal Bailey, Palmetto Development

Attachment: Nxlevel (1450 : Recognition of NxLevel Micro-Entrepreneur Graduates)



CITY OF COLUMBIA
AGENDA MEMORANDUM

MEETING DATE: July 15, 2014

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: SC Philharmonic Citizenship Award

PRESENTER: Ms. Rhonda Hunsigner, Executive Director of the SC Philharmonic

FINANCIAL IMPACT: n/a



CITY OF COLUMBIA
AGENDA MEMORANDUM

MEETING DATE: July 15, 2014

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: Walk Bike Columbia Master Plan Briefing

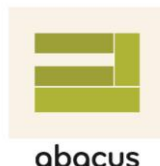
PRESENTER: Lucinda Statler

FINANCIAL IMPACT: N/A

This is an update of where we are with the plan, a short video about complete streets, and also an announcement of the dates and locations of the public meetings coming up at the end of July.

ATTACHMENTS:

- Monthly Briefing_July2014 (PDF)



Walk Bike Columbia! Monthly Briefing

Purpose

Task 2.2 of the Walk Bike Columbia scope of services states that the Alta team will establish a schedule for monthly formal briefings with CMCOG. The purpose of the briefings is to provide CMCOG with an update of project activities, to schedule future activities, and to ensure that the project is on schedule and is meeting stated goals and objectives. The briefings occur as brief memorandums of work completed to date and immediate next steps of the planning process, in a format that City staff can share with City Council as a general project update.

To that end, Alta provides a written progress report and schedules a conference call with the Project Management Team to occur during the first week of each month. Central Midlands Council of Governments (CMCOG) signed the contract with Alta Planning + Design (Alta) on April 3, 2014 and provided a Notice to Proceed on April 4, 2014. No work occurred prior to this date.

Briefing Date: July 2, 2014

Items for Discussion

1. Overview of progress-to-date
2. Debrief on stakeholder meetings
3. Discuss Upcoming Public Meetings
 - Citizen Survey
 - Getting the word out
 - Format and materials
4. Update on base maps and data collection
5. Review: Safety Analysis Memo
6. Review: Bicycle Suitability Analysis and Pedestrian Suitability Analysis
7. Review: Demand and Benefits Analysis
8. Discuss Project Advisory Committee, July 31st Meeting
 - Decide: Location
 - Agenda Items
9. Update on next deliverables
 - Vision, Goals, Objectives
 - Bike Share White Paper (and Local Context Analysis)
 - WFC and BFC Assessment



Project Manager:
Jean Crowther, Alta Planning + Design
jeancrowther@altaplanning.com

- Intermodal Transit Analysis
- Field Work and Preliminary Network Recommendations
- Bicycle and Pedestrian Counts Methodology

Work to Occur in July

Task 2 Project Advisory Committee

Task 2.3: The Alta team will facilitate development of project vision, goals, and objectives as part of the first PAC meeting on May 20th, and with additional input provided in stakeholder focus groups.

Task 3 Master Plan Document

Task 3.5: The Alta team will evaluate data related to transit routes and services to identify opportunities for integrating bikeway and pedestrian planning with existing and future transit operations.

Task 3.6: The Alta team will continue field review of key corridors facilities, including touring by bicycle, on foot, and on transit.

Task 3.7: Alta will assess Columbia's Walk- and Bicycle-Friendly Community readiness using a 'scorecard' based on the WFC and BFC application criteria.

Task 3.8: During the month of July, the public involvement process will include:

- Copy for press release for public meetings
- Summarizing input received during stakeholder focus groups (held in June)
- Planning and preparation for the first two public workshops (which will occur in late July)

Task 3.10: Alta will establish a methodology for conducting bicycle and pedestrian counts (which will be conducted during September).

Task 3.17: Based on the review of existing plans and policies conducted in Task 3.1, Alta will recommend policy changes that affect the bicycle and pedestrian environment and their connectivity to transit.

Task 4 Bike Share Plan

Task 4.3: Building on information gained through development of the Bicycle and Pedestrian Master Plan, this task will assess local conditions to determine if the Columbia area is suitable for bike sharing.

Work Completed to Date

Task 1 Project Announcement

Task 1.1: On April 15th, the Alta team met with the Project Management Team to review CMCOG, City, and partner goals, refine deliverables and working objectives, identify available data, and establish communication channels with other departments and agencies. Attendees at the meeting included:

- Reginald Simmons and Gregory Sprouse of the Central Midlands Council of Governments
- John Fellows (and a student shadowing him for the day), Stephen Zigmund, and Krista Hammond of the City of Columbia Planning Department
- Dana Higgins, City Engineer, was unable to attend

Alta provided a meeting agenda and handouts prior to the meeting and sent meeting notes on April 18th.

Task 2 Project Advisory Committee

Task 2.1: Alta worked with CMCOG and the City of Columbia to determine the membership of a Project Advisory Committee, which will guide the development of the Walk Bike Columbia plan. The Project Management Team also established protocol for notifying the PAC of meetings and communicating project information.

Task 2.2: The Alta team established a schedule for monthly formal briefings with CMCOG.

Task 2.3: The Alta team facilitated development of project vision, goals, and objectives as part of the first PAC meeting on May 20th. (draft sent June 2nd)

Task 3 Master Plan Document

Task 3.1: Using data provided by the City and CMCOG, Alta developed a comprehensive base map of existing and proposed bikeways, walkways, and greenways and transit services. (draft sent May 5th). The Alta team reviewed available relevant plans, policies, standards, codes, and ordinances in the city as they relate to the bicycle, pedestrian, and transit environment (draft sent June 2nd).

Task 3.3: Building upon existing base data, the Alta team examined existing Bicycle and Pedestrian Levels of Service (B/PLOS) on identified arterial and collector roadways within the study area. The B/PLOS is a GIS-based model that provides a systematic method of evaluating streets and roadways as they relate to the level of comfort for bicyclists and pedestrians. (draft sent June 2nd)

Task 3.4: Alta will complete a Bicycle/Pedestrian Suitability Analysis (B/PSA) to establish a composite picture of where investment is needed most (such as areas with low supply of infrastructure, but high demand for bicycling and walking). (draft sent June 30th)

Task 3.6: The Alta team conducted a field review of key corridors facilities, including touring by bicycle, on foot, and on transit.

Task 3.8: During the month of May, the public involvement process included:

- Consultant participation in a press conference on May 20th, coordinated by the City of Columbia and the Bicycle Pedestrian Advisory Committee
- A media strategy (draft sent May 5th)
- Copy for press release for project announcement (draft sent May 12th)



Project Manager:
Jean Crowther, Alta Planning + Design
jeancrowther@altaplanning.com

- Draft citizen survey in online and digital, print-ready versions (draft sent May 18th)
- Coordination among stakeholder focus groups (all focus groups to occur in June)
- Planning and preparation for the first two public workshops (which will occur in July)

Task 3.9: Alta will work with the client to design and launch a web site and interactive online map that is devoted to the *Columbia Pedestrian and Bicycle Master Plan and Bike Share Plan*. (draft sent May 2nd)

Task 3.11 Alta will evaluate bicycle and pedestrian safety through reviewing available bicycle/pedestrian crash data from the past three (3) years. (draft sent June 30th)

Task 3.12: The Alta team will complete an analysis of demand for bicycling and pedestrian activity in the City of Columbia and estimate related community-wide benefits (draft sent June 30th)

Task 4 Bike Share Plan

Task 4.2: The Alta team completed a literature review of relevant research related to bike share in the United States and abroad.



CITY OF COLUMBIA
AGENDA MEMORANDUM

MEETING DATE: July 15, 2014

DEPARTMENT: Legal

FROM: *Shari Ardis, Legal Administrator*

SUBJECT: Resolution R-2014-066

PRESENTER: The Honorable Mayor Stephen K. Benjamin

FINANCIAL IMPACT: na

Approving the Honorary Naming of the 2200 block of Two Notch Road between Schoolhouse Road and Chestnut Street as “Manigault-Hurley Way”

ATTACHMENTS:

- Resolution_2014_066_honoray_renaming_manigault_hurley_way (PDF)

RESOLUTION NO.: R-2014-066*Approving the honorary naming of the 2200 block of Two Notch Road between School House Road and Chestnut Street as "Manigault-Hurley Way"*

WHEREAS, in 1923 William Manigault founded Manigault's Funeral Home at 714 Main Street in Columbia, with just one employee his wife, Annie Rivers Manigault, but it quickly grew to twenty-two employees; and,

WHEREAS, Manigault's Funeral Home is credited with being the first establishment in South Carolina to offer funeral programs; and,

WHEREAS, in 1930 William and Annie founded the Congaree Casket Company, the only African-American owned casket company in South Carolina. The Congaree Casket Company had a showroom in the rear of the funeral home in Columbia, and one on St. Philip Street in Charleston, South Carolina. The company shipped caskets all over the Eastern United States and was widely considered to employ more African-Americans than any other African-American owned business east of the Mississippi River; and,

WHEREAS, the funeral home also operated an ambulance service using its hearse which was called a "combination" because it was outfitted to be used as a hearse and an ambulance, as there were no ambulance service companies in Columbia; and,

WHEREAS, in 1959, the University of South Carolina purchased the property at 714 Main Street and the funeral home moved to its current location at 2229 Two Notch Road. At that time, Anthony "Tony" Manigault Hurley, who was an alumnus of Morehouse College and the Cincinnati College of Embalming, was the manager of the business and the two decided to change the name to Manigault-Hurley Funeral Home; and,

WHEREAS, Tony served as the owner and manager of the funeral home until his retirement and the funeral home's closing on March 15, 2014. He has been an ardent supporter of civic,

church and community affairs. In 1967, he and his wife, Alice Wyche Hurley, founded the Columbia Urban League and organized the first board of directors in their home, at the bidding of Whitney M. Young the then national executive director of the Urban League; and,

WHEREAS, in 1996, Tony and Alice were the recipients of the Order of the Palmetto, the state's highest civilian award; and,

WHEREAS, the funeral records contain a massive amount of historical data on many of Columbia's families, and those records will be donated to the South Caroliniana Library; NOW, THEREFORE,

BE IT RESOLVED this ____ day of _____, 2014 that the Mayor and Columbia City Council do hereby approve the honorary naming of the 2200 block of Two Notch Road from the intersections of School House Road to Chestnut Street "Manigault-Hurley Way". The design and color of the honorary toppers shall be subject to the approval of the Director of Public Works.

Requested by:

Mayor Benjamin

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

City Attorney

City Clerk

Introduced:

Final Reading:



CITY OF COLUMBIA
AGENDA MEMORANDUM

MEETING DATE: July 15, 2014

DEPARTMENT: Public Works

FROM: Robert Anderson,

SUBJECT: Neighborhood Street Lighting Request

FINANCIAL IMPACT: na

Neighborhoods Listed by Priority	Existing Lights	Requested Lights	Current Lease Cost / Annually	Project Request Total	Total Year to Date
Colonial Heights - Adams Street	6	3	\$713.52	\$356.76	\$18,432.40

ATTACHMENTS:

- lighting_request_colonial_heights (PDF)



City of Columbia
Public Works Department
Traffic Engineering Division
Street Light Improvement Data

Request Number

14-019

Status:

Pending

Requested By Colonial Heights
Date Requested 5/15/2014
Neighborhood Colonial Heights - Adams Street
Map Attached ☒

Inventory Performed By JH
Date Inventory Performed 5/16/2014

Insufficient Number of Lights	☒	
Tree Canopy Issues	☒	Date Canopy Addressed
Bulbs Burned Out	☐	Date Bulbs Addressed

Existing Number of Lights **150 HPS** 6 **400 HPS** 0

Current Yearly Lease Cost \$713.52

Proposed Standard Lighting

	150 HP	400 HPS
Additional Lights Requested	3	0
Monthly Lease Rate(per light)	\$9.91	\$17.71
Proposed Annual Lease Increase		\$356.76
Additional Poles Needed		0

Proposed Decorative Lighting

Additional Poles Needed	0
Additional Lights Needed	0
Installation Cost	\$0.00
Monthly Lease Rate(per light)	\$0.00
Annual Lease Rate	\$0.00

TOTAL ADDITIONAL LIGHTS NEEDED

3

PROJECT REQUEST TOTAL

\$356.76

YTD Additions to Budget \$18,432.40

YTD Lights Added 125

City Council Action

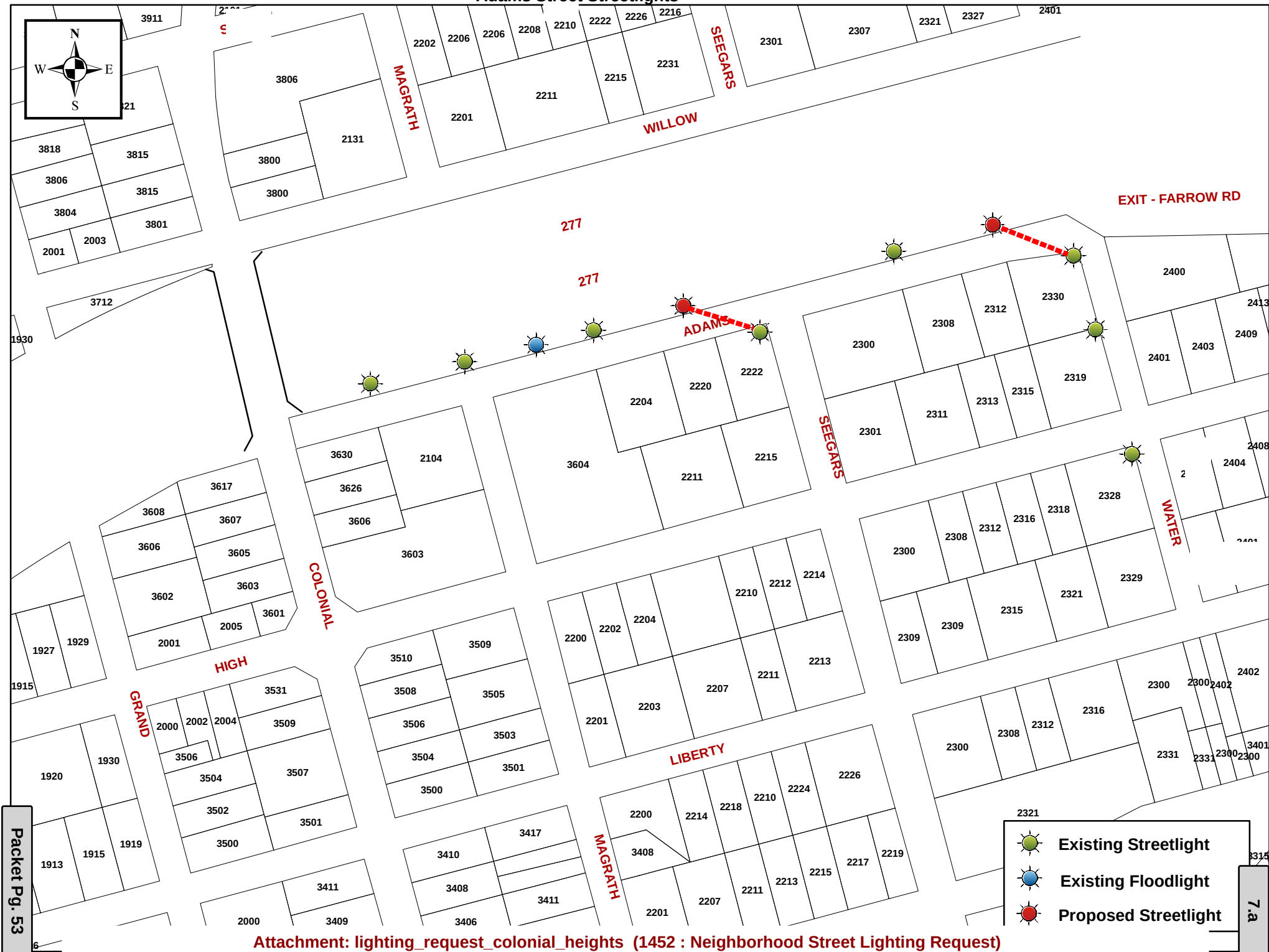
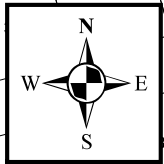
Funding Source Identified	Funding Source Acct Number
Agenda Item Date	Agenda Item Number

Disclaimer: Monthly lease rates subject to change based on Public Service Commission Approvals

Date Additional Lighting Requested

Date Lighting Addition Completed

Adams Street Streetlights





CITY OF COLUMBIA
AGENDA MEMORANDUM

MEETING DATE: July 15, 2014

DEPARTMENT: Police

FROM: *William Holbrook, Police Chief*

SUBJECT: Destruction of Narcotics to include Paraphernalia

FINANCIAL IMPACT: na

Council is asked to approve the Destruction of One Thousand Three Hundred Seventy Nine (1,379) Narcotics to include Paraphernalia, as requested by the Police Department's Evidence and Property Unit.

ATTACHMENTS:

- destruction_of_narcotics (PDF)

CITY OF COLUMBIA POLICE DEPARTMENT
SOUTH CAROLINA
INTEROFFICE MEMEORDANDUM

To: Maj. R. J. Hines - Administrative Services

Date: June 23, 2014

From: Donna M. Martin – Evidence/Property Unit Supervisor

Subject: Destruction of Narcotics

Initial: *DM*

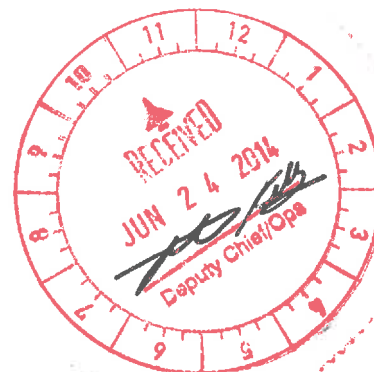
Attached is a list of (1,379) one thousand three hundred seventy-nine narcotic cases (to include paraphernalia) are presently being held in the City of Columbia Police Department Evidence/Property Unit and have been disposition for destruction. Please forward this through the proper Chain of Command and City Council before July 15, 2014 Council Meeting date for approval of destruction.

*Forwarded via chain of command
for destruction*

[Signature] 24 June 2014

AK Kelly 6/24/14

Teressa Wilson 6/30/2014



Attachment: destruction_of_narcotics (1453 : Destruction of Narcotics to include Paraphernalia)

1379 Hard Core Drugs and PC Buys for Destruction, Along with Paraphernalia

	1993		
1	L93-8353	93-16224	Rocks(One(1) plastic bag with two(2) rocks)
	1994		
2	L94-5651	94-11901	Rock(One(1) rock)
	1995		
3	L95-11594	95-97274	Rock (Five (5) rocks)
	1997		
4	L97-10270	97-28033	Rock(One(1) white piece of rock substance and crumbs)
	1999		
5	L99-3723	99-8909	Powder (One(1) plastic baggie containing whtie powder substance)
6	L99-14576	99-34353	Powder(Twenty(20) dollar bill folded with white powder, two(2) plastic bags with white powder substance)
7	L99-12188	99-27617	Rock(One(1) rock and crumbs)
8	L95-11594	95-97274	Rock (Five (5) rocks)
	2000		
9	L00-108	00-17388	Rock(Four(4) small white rock like substance, one(1) crack pipe)
10	L00-027	00-8041	Rock(One(1) yellowish rock)
11	L00-116	00-19104	Rocks(Three(3) yellowish white rocks)
12	L00-200	00-33904	Rocks(Sixteen(16) rocks in black film container)
13	L00-199	00-33904	Rock(one(1) rock)
14	L00-17603	95-125761	Rock (Three(3) large yellowish white rock substance)
	2001		
15	L01-45056	01-45056	Rock (Four (4) Rocks)
16	L01-20147	01-20147	Powder (One (1) plastic bag with white powder)
	2003		
17	L03-109	03-14467	Rock(One(1) yellow/white rock inside a tootsie rolle container)
18	L03-303	03-36067	Rock (Quantity of yellow/white rock)
19	L03-050	03-08704	Rock (One(1) plastic bag with four(4) rocks -yellow/white)
20	L03-127	03-16221	Rock(Matchbox with several yellow/white rocks, and plastic bag with numerous yellow/white rocks, two(2) crack pipes)
21	L03-131	03-18334	Rock(Quantity of yellow white rocks in white paper napkin)
22	L03-137	03-18977	Rock(Plastic wrap and black rubber membrane with residue (crack)
23	L03-251	03-33482	Liquid/Mushroom(One(1) syringe with clear liquid, brown bag with mushroom type stems and caps, mushroom type growth removed from plastic container, one(1) glass tank with soil)

24	L03-278	03-34949	Rock(One(1) yellow/white rock)
25	L03-279	03-34950	Rock(One(1) yellow/white rock)
26	L03-141	03-19391	Powder(Plastic bag with quantity of white powder, blue straw with white powder residue, \$1.00 bill with residue)
27	L03-186	03-25957	Rock(Two(2) rocks)
28	L03-221	03-31806	Powder/Pill/Rock(Nine(9) glassine bags with tan powder, plastic bag corner with twenty(20) off white pill w/ "VW" symbol, one(1) plastic bag with large piece of off white rock(1) one plastic bag with four(4) large pieces of off white rock and one(1) plastic bag with thirty-four(34) off white rocks)
29	L03-226	03-32367	Rock(One(1) yellow rock)
30	L03-234	03-32502	Powder(One(1) white small paper bag with white powder)
31	L03-121	03-16222	Rock(One(1) yellow rock and two(2) plates with yellow rock substance)
32	L03-123	03-16222	Rock(Plastic bag with multiple yellow rocks)
33	L03-219	03-31806	Powder/Rocks(Twenty(20) wax paper envelope with tan powder, pill bottle with several yellow/white rocks)
34	L03-011	03-02101	Powder(One(1) plastic bag with quantity of white powder)
35	L03-067	03-10183	Pills(Fifty-six (56) pink pill in plastic bag)
36	L03-069	03-10559	Powder(One(1) plastic bag with white powder)
37	L03-012	03-01156	Powder(Five(5) five plastic bag containing a quantity of white powder each)
38	L03-020	03-03048	Rock(Thirty(30) individual green plastic bags each with yellow/white rock substance, nine(9) individual green plastic bags each with yellow/white rock substance)
39	L03-037	03-06805	Powder/Pills(One(1) plastic bag with white powder brick shaped, one(1) plastic bag with white powder substance pill bottle with thirteen(13) blue pills with dollar sign stamped on them, five(5) wax paper envelope with tan powder substance)
40	L03-038	03-06809	Pills(Pill bottle with forty(40) blue pills, two(2) small blue pills, pill bottle with five(5) red/white capsules, three(3) large white oval tabs, three(3) blue round tabs, pill bottle with two(2) dark green tabs)
	2004		
41	L04-032	04-1620	Rock(Quantity of yellow/white rock)
42	L04-031	04-01619	Rock(Quantity of yellow/white rock)
43	L04-027	04-01521	Rock(One(1) yellow/white rock)
44	L04-026	04-01520	Rock(One(1) yellow/white rock)
45	L04-025	04-01375	Rock(Quantity of yellow/white rock)
46	L04-023	04-1373	Rock(Quantity of yellow/white rock)
47	L04-130	04-08736	Rock(Quantity of yellow/white rock)
48	L04-022	04-01371	Rock(Quantity of yellow/white rock)
49	L04-019	04-01188	Rock(Quantity of yellow/white rock)
50	L04-018	04-01187	Rock(Quantity of yellow/white rock)

51	L04-017	04-01186	Rock(Quantity of yellow/white rock)
52	L04-016	04-01185	Rock(Quantity of yellow/white rock)
53	L04-013	04-673	Rock (Quantity of yellow/white rock)
54	L04-014	04-902	Rock(One(1) yellow/white rock)
55	L04-012	04-818	Rock(Quantity of yellow/white rock)
56	L04-004	04-675	Rock(Quantity of yellow/white rock)
57	L04-253	04-24928	Rock(One(1) plastic bag with thirty-seven(37) yellow/white rocks and crumbs, one(1) plastic bag with yellow/white rocks and crumbs)
58	L04-263	04-26658	Rock(Quantity of yellow/white rock)
59	L04-264	04-26659	Rock(Quantity of yellow/white rock)
60	L04-265	04-26660	Rock(Quantity of yellow/white rock)
61	L04-266	04-26661	Rock(Quantity of yellow/white rock)
62	L04-278	04-28616	Rock(Quantity of yellow/white rock)
63	L04-279	04-28617	Rock(Quantity of yellow/white rock)
64	L04-280	04-28618	Rock(Quantity of yellow/white rock)
65	L04-103	04-07274	Rock(Quantity of yellow/white rock)
66	L04-034	04-1640	Rock(One(1) yellow/white rock)
67	L04-307	04-32624	Powder (One(1) large and one(1) small plastic bags with white powder)
68	L04-299	04-35661	Rock (Quantity of yellow/white rock)
69	L04-150	04-13013	Rock/Powder (#1- Four(4) plastic bag with multiple yellow/white rocks, one(1) plastic bag with pill bottle with yellow rock, black key box with yellow rock, eye glass case with yellow rock, plastic bag with three(3) rocks, plastic bag with two(2) plastic bags with white powder, plastic bag with ten(10) small plastic bags with yellow rock, and pille bottle with multiple pills; #2- One(1) coleman propane torch, one(1) plastic tubeing, one(1) facial mask, one(1) sifter;#3- six(6) syringes;#4- two(2) syringes, one(1) lighter, one(1) receipt, one(1) box lens tissue #5- Digital scale;#6- three (3) syringes, #7- One(1) marijuana pipe, and mini torch #8-One(1) empty black pouch)
70	L04-090	04-05680	Rock (A quantity of yellow/white rock)
71	L04-064	04-04136	Crystal (A clear plastic zip lock bag containtng orange plastic tube containing white crystalline substance, a small blue plastic bag with white crystalline substance, clear piece of plastic bag with white crystalline substance)
72	L04-024	04-01374	Rock (Quantity of yellow/white rock)
73	L04-080	04-06288	Rock(One(1) yellow/white rock)
74	L04-076	04-05048	Rock(Numbersous yellow/white rock substances and crumbs)
75	L04-074	04-03472	Rock(Quantity of yellow/white rock)
76	L04-073	04-03471	Rock(Quantity of yellow/white rock)
77	L04-058	04-03992	Rock(Quantity of yellow/white rock)

78	L04-057	04-03990	Rock(Quantity of yellow/white rock)
79	L04-048	04-03289	Rock(Quantity of yellow/white rock)
80	L04-047	04-03288	Rock(Quantity of yellow/white rock)
81	L04-044	04-02295	Rock(Quantity of yellow/white rock)
82	L04-043	04-02294	Rock(Quantity of yellow/white rock)
83	L04-040	04-02041	Rock(Quantity of yellow/white rock)
84	L04-039	04-02040	Rock(Quantity of yellow/white rock)
85	L04-037	04-01993	Powder(One(1) plastic bag with white powder)
86	L04-132	04-09447	Rock(A quantity of yellowish white rock like substance)
87	L04-138	04-11888	Rock(Quantity of yellow/white rock)
88	L04-168	04-14832	Rock(Quantity of yellow/white rock)
89	L04-169	04-15537	Rock(Quantity of yellow/white rock)
90	L04-183	04-17423	Rock(Two(2) rocks with crumbs, two(2) labs with crumbs0
91	L04-185	04-17404	Rocks(Three(3) Rocks)
92	L04-186	04-17377	Pills(Thirteen(13) tablets)
93	L04-095	04-06441	Rock(Quantity of yellow/white rock)
94	L04-197	04-18797	Rock(One(1) flat yellowish rock like substance)
95	L04-133	04-10324	Rock(Six(6) large rocks of yellowish/ white rock like substance, two(2) crack pipes)
96	L04-140	04-11890	Rock(Quantity of yellow/white rock)
97	L04-146	04-12278	Rock(one(1) yellow/white rock)
98	L04-159	04-14829	Rock(Quantity of yellow/white rock)
99	L04-160	04-14831	Rock(Quantity of yellow/white rock)
100	L04-139	04-11889	Rock(Quantity of yellow/white rock)
101	L04-147	04-12283	Rock(One(1) yellow/white rock)
102	L04-157	04-14827	Rock(Quantity of yellow/white rock)
103	L04-158	04-14828	Rock(Quantity of yellow/white rock)
104	L04-164	04-15534	Rock(Quantity of yellow/white rock)
105	L04-165	04-15536	Rock(Quantity of yellow/white rock)
106	L04-102	04-07273	Rock(Quantity of yellow/white rock)
107	L04-110	04-07833	Rock(One(1) yellow/white rock)
108	L04-122	04-07272	Rock(Quantity of yellow/white rock)
109	L04-123	04-08190	Rock(Quantity of yellow/white rock)
110	L04-125	04-09448	Rock(Quantity of yellow/white rock)
111	L04-128	04-08734	Rock(Quantity of yellow/white rock)

112	L04-112	04-07344	Rock/Powder(Siver container with yellow/white powder and crumbs, plastic bag with yellow/white crumbs, powder, white container with yellow/white rock crumbs, powder residue)
113	L04-117	04-08602	Pills(One(1) pill bottle containing fifty-five(55) whtie pills, one(1) pill bottle containing eight-four(84) green tablets one(1) white tablet, one(1) tan tablet)
114	L04-094	04-06440	Rock(Quantity of yellow/white rock)
115	L04-093	04-06442	Rock(Quantity of yellow/white rock)
116	L04-092	04-05682	Rock(Quantity of yellow/white rock)
117	L04-091	04-05681	Rock(Quantity of yellow/white rock)
118	L04-126	04-09449	Rock(Quantity of yellow/white rock)
119	L04-127	04-08191	Rock(Quantity of yellow/white rock)
120	L04-200	04-18831	Rock(A quantity of yellowish white rock like substance)
121	L04-203	04-18969	Rock(One(1) yelowish whit erock like object, one(1) transparent blue wax paper containing an off white substance)
122	L04-205	04-15535	Rock(Quantity of yellowish white rock like substance)
123	L04-215	04-20470	Rock(Quantity of yellow/white rock)
124	L04-216	04-21583	Rock(Quantity of yellow/white rock)
125	L04-217	04-21589	Rocks(Twenty-three(23) yellow/white rocks, One(1) crack pipe)
126	L04-233	04-23383	Rock(Quantity of yellowish white rock like substance)
127	L04-237	04-21582	Rock(Quantity of yellowish white rock like substance)
128	L04-238	04-23381	Rock(Quantity of yellowish white rock like substance)
129	L04-248	04-25450	Rock(Quantity of yellow/white rock)
130	L04-249	04-24769	Rock(Quantity of yellow/white rock)
131	L04-250	04-24770	Rock(Quantity of yellow/white rock)
132	L04-251	04-24771	Rock(Quantity of yellow/white rock)
133	L04-252	04-24929	Rock(One(1) plastic with quantity of yellow/white rock and one(!) yellow/white rock, One(1) crack pipe)
134	L04-338	04-41402	Rocks(Goody headache powder box with three(3) yellow/white rocks)
135	L04-321	04-39284	Rocks(One(1) plastic bag with ten(10) yellow/white rocks and crumbs)
136	L04-317	04-38331	Rock(One(1) plastic bag with yellow/white rock)
137	L04-312	04-37969	Rock(Quantity of yellow/white rock)
138	L04-311	04-37968	Rock(Quantity of yellow/white rock)
139	L04-310	04-37967	Rock(Quantity of yellow/white rock)
140	L04-214	04-20469	Rock(Quantity of yellow/white rock)
141	L04-191	04-17268	Rock(One(1) rock, Plastic bag with several rock like objects)
142	L04-194	04-18591	Powder(Two(2) transparent blue zip lock bags each containing a white powder substance)
143	L04-015	04-1184	Rock(Quantity of yellow/white rock)

	2005		
144	L05-159	05-20472	Rock(Quantity of yellow/white rock)
145	L05-163	04-14830	Rock(Quantity of yellow/white rock)
146	L05-160	05-24071	Rock(Quantity of yellow/white rock)
147	L05-357	05-39920	Rock (one(1) plastic bag with yellow rock substance)
148	L05-331	05-36499	Rocks (One(1) plastic bag with yellow/white rocks)
149	L05-301	05-32039	Powder (One(1) plastic bag with white powder)
150	L05-276	05-30190	Rock (#1- Metal container with yellow/white rock, two(2) yellow/white rocks, film cannister with two(2) yellow white rock, gum wraps with ashes and two(2) plastic tubes with residue #2- One(1) spool, one(!) pr scissors, one(1) metal stem, five(5) glass tubes, one(1) crack pipe, steel wool, one(1) plastic cup, pill bottle with four(4) whtie tablets, four(4) whote and one(1) broken yellow caplets, and nine-teen (19) green caplets)
151	L05-275	05-31591	Powder (one(10 white paper bag with off white powder, one(1) cardboard box with white paper envelope with residue, one(1) pill bottle with straw, one(1) pill bottle with two(2) plastic bags with white powder, one(1) plastic bag wih off white powder, one(1) plastic bag with white powder, two (2) pill bottles with misc pills, one(1) pill bottle with white envelope, straw and misc. pills)
152	L05-237	05-25285	Rock (One(1) palstic bag with several pieces of yellow rock)
153	L05-219	05-22711	Rock (one(1) bag of white rock substance)
154	L05-208	05-19204	Rock(Two (2) yellow / white rocks)
155	L05-202	05-19208	Rock (One(1) palstic bag with several pieces of yellow rock)
156	L05-201	05-19199	Rock (One(1) yellow/white rock and crumbs wrapped in brown paper)
157	L05-196	05-17867	Rock (One(1) yellow/white rock and two(2) small yellow/white rocks)
158	L05-188	05-17405	Rock(Crack pipe with one(1) yellow/white rock, razor with white residue, and one(1) plastic bag with white residue)
159	L05-170	05-16046	Rock (Yellow/white rock)
160	L05-167	05-15952	Powder(One(1) plastic bag with white powder)
161	L05-153	05-14376	Rock (Plastic bag with several yellow rocks and two(2) plastic bags with white powder)
162	L05-093	05-07998	Rock (Yellow/white rock)
163	L05-055	05-04236	Rock (Quantity of yellow/white rock)
164	L05-046	04-41537	Rock (One(1) plastic bag with ten(10) rocks)
165	L05-015	05-01300	Rocks (One(1) plastic bag with several white rocks and one(1) plastic bag with yellow powder)
166	L05-338	05-38096	Rock(Small ziplock plastic bag containing eleven off white, rock like substance, One(1) half inch wite rock like sub
167	L05-280	05-032040	Rocks(One(1) plstic bag with several rocks)
	2006		
168	L06-194	06-22110	Powder(One(1) plastic bag with yellow/white powder)
169	L06-216	06-26777	Powder(One(1) plastic bag with yellow/white powder)

170	L06-224	06-28364	Powder(One(1) small plastic bag with white powder)
171	L06-228	06-29197	Rock(Quantity of yellow/white rock inside a clear pipe)
172	L06-238	06-30945	Pills(One(1) plastic bag with ten(10) pills)
173	L06-265	06-37508	Rocks(Two(2) small rocks, (2) crack pipes, one(1) razor)
174	L06-175	06-20313	Rock(Glass pipe with quantity of yellow/white rock)
175	L06-005	06-0366	Rock(White rock substance)
176	L06-211	06-26195	Rock(White rock substance0
177	L06-266	06-37622	Pills/Powder(#1-blue pills with two-hundred seventy four stamped on them, white powder, unknown material one(1) plastic bag with white powder, and two (2) swabs with white powder)
178	L06-198	06-23281	Rock (One(1) plastic bag with one(1) white rock)
179	L06-180	06-28053	Rocks/Powder (One(1) plastic bottle with white powder substance and several rocks)
180	L06-168	06-19212	Rock (One(1) plastic bag with one(1) white rock)
181	L06-144	06-16535	Rocks(One(1) plastic bag with several yellow rocks)
182	L06-125	06-14263	Pills(One(1) bottle with (20) twenty tables with "3592" and "V" printed on them)
183	L06-124	06-14263	Rocks (One(1) plastic bag with several yellow rocks)
184	L06-097	06-10760	Rock/Pills(One(1) plastic bag with two(2) pieces of rock substance and grey plastic with two(2) pink pills, one(1) blue pill, five(5) purple pills, five(5) blue/green pills)
185	L06-087	06-08723	Powder(One(1) large and one(1) small electrical black tape wrapped with crystal powder in each)
186	L06-076	06-06858	Rock(Yellow/white rock substance)
187	L06-055	06-05185	Liquid (One(1) syringe with liquid)
188	L06-025	06-02295	Rocks(One(1) plastic bag with several yellow rocks)
189	L06-019	06-01801	Powder/Pill(Two(2) plastic bags with white powder, three(3) white pills with Mylan 777 mark, one(1) peach pill with GG257 mark, two(2) peach pill with B973 mark, 5.5 blue wills with G3721)
190	L06-018	06-01299	Rock(One(1) yellow/white rock)
191	L06-017	06-01139	Pills/Powder (Five(5) plastic bags with fifty(50) blue pills and one(1) plastic bag with white powder)
192	L06-001	06-122	Rock(One(1) piece of white rock)
193	L06-217	06-26820	Powder (One(1) plastic bag with white powder)
	2007		
194	L07-088	07-08289	Rock(One(1) glass pope containing a quantity of yellow/white substance)
195	L07-056	07-05864	Pills(two(2) pill bottles, one(1) with five(5) pills, one(1) with one-hundred sixty seven(167) pills)
196	L07-109	07-11140	Pills(Cigarette box with one(1) plastic bag with forty-one(41) pills)
197	L07-005	07-269	Rock(One(1) plastic bottle with one(1) rock like substance)
198	L07-024	07-02300	Rock(One(1) plastic ba gwith mulitiple rock substance)
199	L07-064	07-06271	Powder/Rock(One(1) plastic bag containing whit epowder that tested positive, one(1) bag containing rock like

			substance, one(1) razor blade)
200	L07-398	07-39658	Rock(Yellow/white rock)
201	L07-174	07-16351	Powder(One(1) blue plastic bag with yellow/white powder)
202	L07-226	07-21777	Pills(One(1) pill bottle with two(2) white pills)
203	L07-263	07-25254	Rocks(Neport cigarette box with six(6) yellow/white rocks)
204	L07-248	07-23041	Rocks/Pills(Pill bottle with two(2) yellow rocks, two(2) whtie pills, and twenty-four(24) white pills)
205	L07-227	07-21808	Rock(One(1) plastic bag with one(1) brown block)
206	L07-376	07-37477	Rock(One(1) plastic bag with one(1) yellow/white rock and one(1) plastic bag with four(4) large yellow rock
			cookie substance)
207	L07-307	07-30545	Pill(One(1) plastic bag with one(1) light blue pill)
208	L07-387	07-38649	Rock(One(1) yellowish white rock like substance0
209	L07-017	07-01291	Rock(Small white/yellow rock)
210	L07-046	07-04465	Powder(White powder suspect to be cocaine)
211	L07-095	07-08640	Powder(One(1) plastic bag of white substance)
212	L07-198	07-18119	Powder(Cigarette pack with one(1) plastic bag with white powder)
213	L07-284	07-27813	Rock(One(1) plastic bag with five(5) pieces yellow/white rock)
214	L07-424	07-42154	Pills (Multi colored pills)
215	L07-423	07-42154	Rocks (Yellowish Rocks)
216	L07-422	07-42154	Rocks (White rocks)
217	L07-391	07-38902	Pills (One(1) plastic bag with ten (10) pink pills)
218	L07-380	07-37073	Rock (One(1) plastic bag with off white rock)
219	L07-342	07-34463	Powder (One(1) bag containing a white powder substance)
220	L07-341	07-34774	Tablets (Thrity (30) whitish tablets believed to be MDMA)
221	L07-337	07-34065	Rock (One(1) plastic bag with one(1) large off white rock, one(1) plastic bag with multiple small pieces of white rock
222	L07-327	07-33096	Powder (One(1) plastic bag with white powder)
223	L07-326	07-32964	Rock (Yellow/white rock substance wrapped in plastic)
224	L07-325	07-32883	Rock (White rock substance)
225	L07-319	07-32248	Powder (One(1) plastic bag with white powder, two (2) plastic bags with off brown substance)
226	L07-297	07-29355	Rock (flat yellow rock substance)
227	L07-262	07-24464	Rock (one(1) plastic bag with quantity off white rock and one(1) plastic bag with quantity off white rock and razor)
228	L07-257	07-23714	Rock (One(1) yellowish rock like substance)
229	L07-256	07-23725	Rock (One(1) clear plastic bag containing crushed yellowish rock like substance)
230	L07-254	07-23703	Powder (Two(2) wax paper bindles with white powder)
231	L07-236	07-22417	Powder (Plastic bag with white powder)

232	L07-225	07-21644	Rock (One(1) yellow/white rock)
233	L07-220	07-21080	Powder/Pill (Green powder substance and partially crushed green pill wrapped in plastic)
234	L07-214	07-19691	Powder (Black scale w/ white powder residue)
235	L07-171	07-15297	Powder (One(1) pill bottle with white residue)
236	L07-137	07-13633	Rocks(three(3) yellow/white rocks)
237	L07-199	07-17038	Rock (thirteen (13) white rock pieces)
238	L07-097	07-08893	Powder (One(1) plastic inhaler, one\$20.00 bill folded inside inhaler with white powder substance)
239	L07-085	07-08123	Rock (one(1) yellowish white rock like object contained in a clear plastic bag)
240	L07-084	07-08125	Rock (one(1) yellowish white rock like object contained in a clear plastic bag)
241	L07-083	07-08140	Rock (Several different sized pieces of yellowish white rock like object contained within a pill bottle)
242	L07-072	07-06659	Powder (One(1) plastic bag with red tie containing white powder substance)
243	L07-039	07-03606	Pills/Powder (One(1) plastic container with two(2) unknown type pills, one metal container with a small baggie with unknown residue)
244	L07-038	07-03606	Powder (One(1) square piece of tin foil, one(1) straw, one(1) small pipe, one(1) match box containing matches and a small baggie, two additional small baggies)
245	L07-019	07-01439	Pills (Six-teen (16) white pills, two(2) cellophane bags)
246	L07-011	06-39564	Pill(Pill bottle with twenty-nine(29) white pills and one(1) yellow pill, pill bottle with five(5) blue pills)
	2008		
247	L08-008	08-0953	Rock(Yellow/white rock substance, test kit)
248	L08-016	08-02619	Rock(White(2) rock substances)
249	L08-144	08-14568	Pills(Yellow, green and red pills suspected to be ecstasy)
250	L08-156	08-15550	Rocks(White Rocks)
251	L08-189	08-19745	Pills(One(1) plastic bag with multiple colored pills)
252	L08-397	08-38118	Rocks(Five(5)off white rocks)
253	L08-423	08-39409	Rock (White rock substance individually packaged)
254	L08-414	08-38911	Rock (White plast with multiple off white rock crumbs)
255	L08-396	08-37723	Rock (One(1) plastic bag with white rock substance)
256	L08-392	08-37073	Rock (Plastic bag with white crack substance)
257	L08-288	08-34448	Liquid/crackers (One(1) popeyes cup w/ liquid, two(2) packages of peperidge farms gold fish crackers, southern half/half pint container)
258	L08-281	08-33764	Pills (Three (3) white round pills with "LP 145", thirteen (13) small green round pills with "Mylan 477" and twenty (20) small peach pills with "Mylan A3" all inside pill bottle)
259	L08-272	08-31803	Rock (Quantity off white rock)
260	L08-257	08-30044	Rocks(One(1) purple tube with twenty-three (23) white rocks)

261	L08-249	08-29481	Rock (One(1) plastic bag with quantity of off white rock)
262	L08-220	08-24894	Flakes (small glass tube with small yellow flakes)
263	L08-218	08-24587	Rock (One(1) plastic bag with off white substance)
264	L08-209	08-23190	Rock (Pill bottle with several pieces of crack)
265	L08-182	08-18316	Powder (Three(3) shot glasses each with residue and two(2) plastic cups each with residue)
266	L08-174	08-17586	Powder (four(4) white papers with heroin)
267	L08-163	08-16426	Rock (One(1) plastic bag containing approx 5gm of yellowish cracked rock like substance)
268	L08-147	08-14722	Powder (Three(3) small plastic bags with white powder)
269	L08-145	08-14692	Rock (off white rock)
270	L08-130	08-13791	Rock (One(1) white rock)
271	L08-112	08-11593	Rock (Twelve yellowish, white rock like objects)
272	L08-103	08-11068	Rock (Yellow/white rock)
273	L08-033	08-04187	Rock (Thirty-two small white rocks)
274	L08-091	08-10504	Rock (One(1) plastic bag, multiple rocks)
275	L08-087	08-09297	Rock (Plastic bag with quantity of yellow/white rock)
276	L08-081	08-09699	Powder (Mirror with off white powder residue)
277	L08-076	08-09406	Rock (One(1) yellow/white rock)
278	L08-071	08-08619	Powder/Rocks (One(1) plastic bag with white powder, one(1) plastic bag with multiple rocks and one(1) plastic bag with four (4) rocks and crumbs)
279	L08-066	08-08619	Powder (\$5.00 bill with white powder)
280	L08-062	08-08099	Rock (Off white rock)
281	L08-058	08-07063	Rock (Tylenol container with one(1) white rock and two (2) pieces of plastic one(1) rock pebble)
282	L08-047	08-06895	Powder (Digital scale with off white powder residue)
283	L08-045	08-05923	Powder (two(2) plastic bags with off white residue)
284	L08-044	08-05888	Powder (White powder substance)
285	L08-042	08-05845	Rock (One (1) off white rock)
286	L08-039	08-04551	Rock (One(1) plastic bag with one(1) yellow rock)
287	L08-034	08-04319	Rock (Several off white rock substance)
288	L08-024	08-03479	Mushrooms (Brown/Gray plant substance shaped like mushrooms)
289	L08-019	08-03007	Rock (Two (2) yellow/white cube shaped objects in clear plastic wrap)
290	L08-005	08-01135	Rock (Quantity off white rock object)
291	L08-304	08-35922	Rock(One(1) yellowish rock-like substance that is also an off white color wrappedx in portion of paper towel, crack pipe)
292	L08-305	07-38190	Rock(Off white rock)

293	L08-307	08-35611	Rock(White rock substance)
294	L08-308	08-36709	Rock(One(1) small blue plastic bag with small brown rock)
295	L08-391	08-36546	Liquid(Four(4) tubes with liquid)
296	L08-393	08-37101	Rock(One(1) plastic bag with several yellow/white substance)
297	L08-394	08-37125	Rock(One(1) silver case with two(2) white rock substances)
298	L08-395	08-37547	Rock(One(1) plastic bag with yellow/ white rock)
299	L08-400	08-38522	Rock(One(1) plastic bag with yellow/white rock)
300	L08-401	08-38679	Rock(One(1) plastic bag with yellow/white rock)
301	L08-403	08-38813	Powder(Emerson Microwave with residue)
302	L08-404	08-38813	Powder(Microwave plate with residue)
303	L08-411	08-38927	Powder(One(1) plastic bag with white powder)
304	L08-412	08-38927	Powder(several brown bottles with off white powder)
305	L08-413	08-38928	Rock(One(1) small plastic bag with yellow/white rock)
306	L08-418	08-39048	Rock(Yellow/white rock substance)
307	L08-419	08-39053	Rock(One(1) plastic bag with quantity off white rock)
308	L08-420	08-39182	Rock(One(1) large plastic bag with one(1) small green plastic bag with one(1) yellow off white rock)
309	L08-421	08-39149	Plant Material/Powder(Five(5) plastic bags with green plant material, one(1) mirror with white residue and one(1) razor with white residue)
310	L08-422	08-39388	Rock(Quantity off white rock)
311	L08-425	08-39749	Powder(Plastic bag with several wax paper bindles with ivory powder)
312	L08-428	08-40216	Rocks(Three(3) white rocks with one(1) small piece)
313	L08-431	08-40356	Rocks(chapstick container with ten(10) yellow/white rocks)
314	L08-432	08-40356	Powder(two(2) waxpaper bindles with brown white substance)
315	L08-433	08-40410	Rocks(Plastic bag with two(2) off white rocks)
316	L08-435	08-40402	Rock(One(1) clear and one(1) white plastic bags with quantity yellow/white rock)
317	L08-100	08-10983	Rock(One(1) plastic bag with quantity of yellow/white rock)
318	L08-101	08-10990	Rock(One(1) plastic bag with off white rock)
319	L08-102	09-11066	Rock/Powder(One(1) plastic bag with three(3) plastic bags with quantity of off white rock, one(1) plastic bag with white powder and one(1) plastic bag with quantity off white rock)
320	L08-104(A)	08-11069	Rock(Yellow/white rock)
321	L08-105	08-11230	Rock(One(1) white rock)
322	L08-107	08-11261	Rocks(One(1) plastic bag with five(5) white rocks)
323	L08-108	08-11229	Rocks(Yellowish rocks)
324	L08-109	08-11499	Rock(One(1) plastic bag with off white rock)

325	L08-111	08-11623	Rock(Two(2) off white rock like substance inside of a purple container)
326	L08-113	08-11619	Rock(Yellowish rock-like object)
327	L08-114	08-11811	Rock(One(1) yellow/white rock)
328	L08-116	08-12240	Rocks(Eleven(11) white yellow rocks)
329	L08-015	08-02371	Rock(One(1) plastic bag with crack and one(1) plastic bag with residue)
330	L08-017	08-02798	Rock(One(1) yellowish white rock substance)
331	L08-117	08-12039	Rock(One(1) yellow/white rock)
332	L08-118	08-12515	Powder(Small blue plastic bag containing a white powder substance)
333	L08-120	08-12612	Rock(Yellow off white rock substance)
334	L08-006	08-01255	Powder(One(1) plastic wrap with white powder)
335	L08-007	08-01480	Powder(Yellow white powder like substance in white plastic bag)
336	L08-009	08-02001	Rock(One(1) plastic bag with container with a quantity of an off white rock like substance)
337	L08-019	08-02148	Rock(two(2) pieces yellow/white rock objects)
338	L08-122	08-12758	Rock(One(1) plastic bag with off white rock)
339	L08-123	08-12798	Rock(Two(2) rock like substance)
340	L08-125	08-13382	Rock(One(1) white bag with white rock and other multiple white rocks and \$1.00 bill)
341	L08-126	08-13403	Rock(One(1) plastic bag with quantity off white rock)
342	L08-127	08-13425	Powder(Two(2) plastic bags with white powder and one(1) pill bottle with four(4) blue)
343	L08-128	08-13490	Rock(Small glass cup with off white rock and two(2) glass pipes)
344	L08-131	08-13820	Rocks(Twenty-two(22) small white rocks)
345	L08-132	08-14093	Rock(One(1) silver pipe with white rock in one end)
346	L08-134	08-14166	Rock(One(1) plastic bag with quantity off white rock)
347	L08-136	08-14271	Rock(One(1) plastic bag with quantity off white rock)
348	L08-138	08-14273	Rock(One(1) plastic bag with quantity off white rock)
349	L08-140	08-14374	Rock(One(1) plastic bag with three(3) yellow/white rocks)
350	L08-141	08-14407	Rock(Yellow/white rock)
351	L08-143	08-14424	Pill(One(1) pill bottle with four(4) half blue round pills and one(1) pill bottle with two(2) green white pills and 1/5)
352	L08-146	08-14697	Rocks(One(1) plastic bag with five(5) yellow rocks)
353	L08-148	08-14829	Rock(Off white rock)
354	L08-149	08-15030	Pills(One(1) plastic bag with green/blue pills)
355	L08-154	08-15184	Rock(Plastic wrap with three(3) pieces of yellow/white rock)
356	L08-155	08-15517	Rock(One(1) plastic bag with three(3) white rocks and one(1) plastic bag with two(2) large white rocks)
357	L08-157	08-15582	Rocks(Yellow rocks)
358	L08-158	08-15571	Rock(One(1) plastic bag with quantity of yellow/white rock)

359	L08-159	08-16773	Rock(Two(2) yellow rock like substance)
360	L08-160	08-16792	Rock(One(1) white rock-like object)
361	L08-161	08-16619	Pills(Two(2) pills, white labeled watson 349,One(1) white pill labeled)
362	L08-162	08-16459	Pill(One(1) pill bottle with a clear unknown type of liquid, container with fiftyfive(55) off white pills)
363	L08-168	08-17009	Rock(Yellow off white rock substance)
364	L08-170	08-17554	Rock(One(1) yellow / white rock)
365	L08-175	08-16881	Rock(Off white rock in white plastic paper)
366	L08-176	08-17828	Pills(Several broken pieces green/white pills0
367	L08-178	08-17846	Rocks(Two(2) plastic bags with large yellow/white rocks)
368	L08-179	08-17846	Pills(One(1) plastic bag with multiple multi-colored round pills)
369	L08-180	08-18746	Powder(One(1) plastic bag with white powder)
370	L08-177	08-17846	Rock(One(1) piece off white rock substance)
371	L08-187	08-19677	Rocks(One(1) cellophane wrapper with two(2) white rocks and one(1) papertowel with two(2) white rocks)
372	L08-188	08-19743	Pills(two(2) plastic bags with orange and multi-colored tablets stamped with different logos)
373	L08-189(A)	08-19921	Rock(One(1) off white rock)
374	L08-193	08-20304	Rock(Two(2) yellowish off white rock like objects)
375	L08-194	08-20433	Rock(Piece of plastic with three(3) pieces of yellow off white rock, 1- digital scale)
376	L08-195	08-20450	Rocks(One(1) plastic bag with five(5) pieces off white rocks)
377	L08-196	08-20053	Rocks(One(1) cigar tube with numerous yellow/white rocks)
378	L08-197	08-20865	Rock(One(1) plastic bag and pill bottle with off white rocks)
379	L08-198	08-20877	Pills(One(1) plastic bag with light green round tablets marked with "Mylan 477"
380	L08-199	08-20877	Pill(One(1) plastic bag with light blue oval tablets marked "Xanax 1.0"
381	L08-300	08-35442	Powder(One(1) plastic bag with white powder)
382	L08-301	08-35620	Powder(Three(3) small plastic bags with white powder)
383	L08-302	08-35719	Pills(Eight(8) small blue pills with "10/b972" markings)
384	L08-303	08-35719	Pills(Brown jar with "704" unknown white pills)
385	L08-239	07-38186	Rock(Quantity off white rock)
386	L08-240	08-28682	Rocks(One(1) plastic bag with numerous white rocks)
387	L08-241	08-28812	Rock(Cellophane wrap with white rock)
388	L08-242	08-28830	Rocks(One(1) plastic bag with two(2) white yellow rocks)
389	L08-243	08-28889	Powder(One(1) glass pipe with white powder residue)
390	L08-244	08-29152	Rock(One(1) off white yellow rock)
391	L08-250	08-29482	Rock(Quantity off white rock)
392	L08-254	08-29660	Powder(Digital scale with white powder residue)

393	L08-255	08-29675	Powder(One(1) plastic bag with white powder)
394	L08-256	08-29963	Powder(One(1) plastic bag with off white powder, four(4) digital scales and two(2) spoons with white powder)
395	L08-258	08-30127	Rocks(One(1) plastic bag with multiple white rocks)
396	L08-261	08-30326	Powder(One(1) small plastic container with clear top with tan powdery crystal substance and one(1) clear plastic container with brown top with tan powdery crystal substance)
397	L08-262	08-30348	Rock(one(1) yellow rock)
398	L08-267	08-31381	Pill(Green tablet)
399	L08-268	08-31481	Powder(One(1) plastic straw with white powder)
400	L08-270	08-31797	Rock(Quantity off white rock)
401	L08-271	08-31802	Rock(Quantity off white rock)
402	L08-274	08-31805	Rock(Quantity off white rock)
403	L08-276	08-31966	Rocks(Plastic container with five(5) off white rocks)
404	L08-277	08-32100	Powder(One(1) plastic bag with yellowish/white rock and one(1) plastic with white powder substance)
405	L08-279	08-33057	Powder(One(1) plastic bag with white powder)
406	L08-280	08-33555	Rocks(Plastic bottle with several small white rocks)
407	L08-290	08-34708	Powder(Seven(7) plastic bags with white powder substance)
408	L08-294	08-35024	Rock(One(1) plastic bag with quantity off white rock)
409	L08-295	08-35099	Rock(Quantity off white rock)
410	L08-296	08-35143	Rock(three(3) plastic bags with rock substances)
411	L08-298	08-35416	Rock(Four(4) white rocks)
412	L08-208	08-22758	Rocks(Medicine bottle with yellow/white rocks)
413	L08-210	08-23324	Rock(Yellowish rock like substance)
414	L08-211	08-22444	Rock(An off white substance (crumbs))
415	L08-213	08-23600	Rock(One(1) rock like object)
416	L08-214	08-23606	Rock(One(1) white rock like substance)
417	L08-215	08-23715	Rock(One(1) yellowish white rock like object)
418	L08-216	08-24053	Powder(White powder wrapped in \$1.00 bill)
419	L08-219	08-24869	Rock(White plastic with off white rock)
420	L08-222	08-25318	Rock(Brown pill bottle with yellow/white rock)
421	L08-223	08-25359	Rock(One(1) piece off white rock)
422	L08-224	08-25467	Powder(Brown pill bottle with rice, white paper and powder substance)
423	L08-206	08-21483	Rocks(One(1) plastic bag with nine(9) off white rocks)
424	L08-207	08-22607	Powder(Two(2) plastic bags with white powder)
425	L08-283	08-34155	Rock(Two(2) plastic bags with off white rock)

426	L08-284	08-29333	Pills(One(1) pill bottle with eighty-five(85) purple colored pills with "30" on one side and "AKG" on the other side)
427	L08-285	08-33268	Rock(One(1) plastic bag with multiple pieces off white rock)
428	L08-286	08-33268	Rock(Two(2) plastic bags with multiple pieces off white rock0
429	L08-287	08-33268	Rock(One(1) plastic bag with multiple off white rock, white tissue paper with one(1) large circular piece off white rock and "AWS" digital scale with white powder residue0
430	L08-289	08-34488	Rocks(One(1) plastic bag with multiple white rocks)
431	L08-299	08-35416	Rocks(Three(3) off white rocks)
432	L08-225	08-25950	Rock(Quantity of an off white in color rock like substance)
433	L08-226	08-26069	Rocks(Six pieces off white /yellow rocks)
434	L08-227	08-26426	Rock(One(1) yellow rock)
435	L08-229	08-27639	Powder(Four(4) plastic bags with off white powder substance)
436	L08-230	08-27639	Rock(One(1) plastic bag with off white rock substance)
437	L08-234	08-27850	Rock(White medicine bottle with yellowish/white rock)
438	L08-233	08-26530	Powder(Fifteen(15) wax bags with off white powder, nine(9) syringes, one(1) large plastic bag with several small empty blue plastic bags, one(!0 large plastic bag with several em0pty clear plastic bags, plastic with three(3) pieces of cotton)
439	L08-235	08-27986	Rocks(Six(6) off white yellow rocks)
440	L08-237	08-28540	Rocks(One(1) plastic bag with several yellow rocks)
441	L08-238	08-28541	Rock(One(1) plastic bag with quantity of off white rock)
442	L08-165	08-16306	Rock(One(1) clear plastic bag containting four(4) white rock like substance)
443	L08-181	08-18289	Rock(A quantity of an off white rock like substance packaged in a clear plastic bag)
444	L08-183	08-18419	Rock(Quantity of yellow/white rock)
445	L08-184	08-18659	Rock(Quantity of off white rock like substance in blue mentos gum container)
446	L08-200	08-21070	Pills(One(1) plastic bag with nine(9) whtie round tabs and one(1) pink oval tablet)
447	L08-201	08-21167	Pill(One(1) pink pill wrapped in \$1.00 bill)
448	L08-202	08-21716	Rock(One(1) plastic bag with six(6) yellowish rock substance)
449	L08-204	08-21989	Rock(One(1) pieces off white rock substance)
450	L08-205	08-22006	Powder(One(1) plastic bag with glass pipe with crack cocaine in it, one(1) plastic bag with crack cocaine, one(1) red plastic bag with residue)
451	L08-001	08-055	Rock(One(1) plastic bag with tannish rock substance)
452	L08-002	08-266	Powder(One(1) plastic bag with white powder)
453	L08-004	08-951	Pill(Fifteen(15) red/orange oval pills, three(3) tan oval pills, one(1) broken white tylenol pill, one(1) red round tylenol pill, one(1) red round tylenol pill, one(1) pink round pill, one(1) tan round pill, thirty-nine(39) yellow pills
454	L08-151	08-15130	Rock(Quantity of yellow/white rock)

455	L08-152	08-15130	Rock(Quantity of yellow/white rock)
456	L08-153	08-15145	Rocks(One(1) pill bottle with twenty-one(21) off white rocks)
457	L08-164	08-16373	Powder(One(1) clear bag with white powdery substance)
458	L08-018	08-02997	Rock(One(1) maverick cig box with one(1) plastic ba gwith quantity of white rock substance)
459	L08-020	07-38076	Rock(Yellow/white rock)
460	L08-021	07-38191	Rock(Yellow/white rock)
461	L08-022	08-03166	Rock(One(1) Yellow/white rock substance)
462	L08-023	08-03397	Rock(One(1) rock substance)
463	L08-025	08-03567	Powder(Plastic bag with white powder substance)
464	L08-027	08-03669	Rock(One(1) clear plastic baggie containing a yellow/white rock like substance)
465	L08-029	08-03933	Rock(One(1) Newport cig box with one(1) plastic bag with quantity yellow white rock substance)
466	L08-031	08-03574	Powder(One(1) plastic bag with a white plastic bag with cocaine)
467	L08-032	08-04040	Rock(One(1) plastic bag with crack)
468	L08-035	08-04551	Rock(One(1) plastic ba gwith quantity of off white rock)
469	L08-036	08-04554	Rock(two(2) rocks)
470	L08-040	08-04884	Rock(One(1) white plastic bag with several white rocks)
471	L08-041	08-05721	Rock(One(1)plastic bag with yellowish white rock)
472	L08-043	08-05850	Rock(One(1) paper bag with one(1) plastic bag with yellow rock)
473	L08-046	08-06079	Rock(A piece fo plastic with three(3) yellowish/white rocks and crumbs)
474	L08-048	08-06923	Rock(One(1) plastic bagt with quantity of yellow/white rock)
475	L08-049	08-07021	Rock(Several white rocks)
476	L08-050	08-07046	Rock(One(1) plastic ba gwith quantity of off white rock)
477	L08-051	08-07060	Rock(one(1) plastic bag with white rock)
478	L08-052	08-04838	Rock(One(1) yellow rock)
479	L08-053	08-06531	Pill(One(1) pink pill)
480	L08-055	08-07460	Rocks(Two(2) white rocks)
481	L08-059	08-07793	Rock(Two(2) plastic containers with quantity of off white rock)
482	L08-060	08-07793	Powder/Rock/Pills(Two(2) small plastic bags with quantity off white powder, one(1) plastic bag with quantity off
			white rock, one(1) plastic bag with fifteen(15) small pills w/ barr 555/164, small quantity off white rock, white
			envelope with fourteen(14) red/white caps, small plastic bag with white rock)
483	L08-061	08-08027	Powder/Pill(One(1) plastic bag with white powder, one(1) small blue pill)
484	L08-063	08-08282	Powder(One(1) plastic bag with white powder)
485	L08-065	08-08472	Rocks(Two(1) yellow rocks)
486	L08-067	08-08744	Rock(Small plastic bag with yellow/white rock)

487	L08-069	08-07828	Powder(One(1) plastic bag with white powder)
488	L08-070	08-09081	Powder(One(1) plastic bag with white powder and one(1) straw with white residue)
489	L08-073	08-09366	Rocks(One(1) plastic bag with several small yellow/white rocks)
490	L08-074	08-09393	Rock(Off white rock)
491	L08-075	08-09406	Powder(One(1) plastic piece with white powder)
492	L08-077	08-09420	Rock(One(1) yellow/white rock)
493	L08-079	08-09493	Rock(Plastic bag with yellowish rock substance)
494	L08-080	08-09661	Rock(White rock substance)
495	L08-082	08-09301	Rock(Small plastic bag with quantity of yellow/white rock and one(1) plastic bag with yellow/white rock)
496	L08-083	08-09303	Rock(Pill bottle with off white crumbs)
497	L08-084	08-10090	Rock(Quantity of yellow/white rock)
498	L08-085	08-10155	Rock(Six(6) pieces off white rock)
499	L08-086	08-10273	Rock(Two(2) yellowish white rock like substance)
500	L08-088	08-10392	Rock(One(1) small off white rock)
501	L08-089	08-10379	Powder(One(1) red cigar container with five(5) white rocks and \$1.00 bill with white powder)
502	L08-090	08-10354	Powder(One(1) plastic bag with with powder)
503	L08-092	08-10389	Powder(One(1) plastic bag with white powder)
504	L08-093	08-10722	Rock(Yellow/white rock)
505	L08-094	08-10847	Rock(One(1) plastic bag with off white rock)
506	L08-095	08-10854	Rock(Yellow/white rock)
507	L08-099	08-10963	Rock(One(1) plastic bag \$1.00 bill with yellow/white rock)
508	L08-098	08-10945	Powder(One(1) plastic bag with white powder)
	2009		
509	L09-019	09-02335	Pills(Black cannister with (15) green pills, one(1) orange pill and green powder)
510	L09-180	09-23548	Pills(one(1) plastic bag with one-hundred (100) pills)
511	L09-230	09-33896	Rock(One(1) container with fifteen(15) pieces of off white rock like substance)
512	L09-002	09-0311	Rock(Orange tube with off white rock)
513	L09-001	09-0200	Rock(Black tube with thirteen (13) pieces off white rock)
514	L09-004	09-0497	Rock(One(1) plastic bag with solid yellow/white rock and several white tablets and several white/green capsules)
515	L09-006	09-826	Rock(One(1) white rock wrapped in notebook paper)
516	L09-007	09-0871	Rock(One(1) plastic bag with quantity off white rock)
517	L09-011	09-1223	Rock(Ibuprofen bottle with yellow/white rock substance)
518	L09-010	09-1041	Pills(One(1) pill bottle with six(6) round pills, three(3) purple capsules, and two(2) white oval pills)
519	L09-008	09-917	Rocks(One(1) plastic bag with multiple yellow/white rocks)

520	L09-012	09-1323	Rock(One(1) yellow / white rock)
521	L09-013	09-1325	Pills(Nine(9) white circular pills with "512" on them)
522	L09-015	09-01968	Rock(Crumbled off white rock substance)
523	L09-016	09-02258	Pills(White napkin with seven(7) white pills)
524	L09-017	09-02283	Plastic bag with multiple pills and plastic bag with napkin)
525	L09-018	09-02283	Pills(One(1) plastic bag with one(1) white pill and one(1) pink pill)
526	L09-020	09-02743	Pill(One(1) purple pill split in two(2) pieces)
527	L09-022	09-02885	Rock(Plastic bag with quantity off white rock)
528	L09-202	09-27838	Rock(One(1) blue container with four(4) pieces of yellow/white rock like substance)
529	L09-205	09-28329	Pills(One(1) plastic bag with four-teen and half (14.5) colorful pills, one(1) digital scale)
530	L09-203	09-27866	Powder(One(1) dollar bill with white powdery substance one(1) plastic bag with plant material0
531	L09-223	09-32392	Rock(One(1) rolled up piece of paper with two(2) white rock like substance0
532	L09-222	09-32189	Powder(One(1) plastic bag with white powder substance0
533	L09-219	09-32226	Rock(one(1) small yellow/white rock, one(1) glass pipe)
534	L09-217	09-31454	Rock(One(1) plastic bag with white /yellow rock like substance)
535	L09-213	09-29911	Rock(One(1) plastic bag with two(2) yellowish rock like substance)
536	L09-210	09-29564	Rock(two(2) yellow/white rocks)
537	L09-228	09-33664	Rock(One(1) large plastic bag with two(2) crack pipes with solid yellow/white rock like substance, one(1) aluminum grm wrapper, with yellow/white substance, one(1) piece yellow/white rock like substance)
538	L09-228	09-33650	One(1) plastic bag with crushed white yellow/rock)
539	L09-241	09-35902	Rock(two(2) pieces of white rock like substance)
540	L09-235	09-34706	Rocks(Three(3) small pieces of off white rock like objects)
541	L09-233	09-34504	Pills(One(1) white chapstick container with five(5) round pills)
542	L09-232	09-29030	Pills/Plant Material(One(1) plastic bag with plant material, one(1) plastic container with four(4) roaches with plant material, one(1) yellow capsule, two(2) white pills)
543	L09-245	09-36799	Pill(One(1) green pill bottle, one(1) plastic bag with one(1) white pill with "M357", One(1) plastic bag with eight (8) white pills with GGN7, One(1) plastic bag with fifty-two(52) yellow round shaped pills with "M" or "W")
544	L09-112	09-12253	Rocks(One(1) plastic bag with multiple white rocks)
545	L09-154	09-19704	Rock(One(1) purple bag with white rock)
546	L09-142	09-17427	Rock(One(1) plastic bag with one(1) white rock)
547	L09-051	09-05097	Rock(One(1) white rock)
548	L09-061	09-06297	Rock(Red pill bottle with white rock)
549	L09-042	09-04228	Rock(One(1) plastic bag with white rock substance)
550	L09-027	09-02755	Pills(Thirteen(13) pink capsules and three(3) orange pills stamped with letter "V")

551	L09-036	09-02994	Powder(One(1) plastic bag with white powder substance and black plastic with two(2) plastic bags with white powder)
552	L09-037	09-03706	Rock(One(1) plastic container with off white rock)
553	L09-038	09-03744	Rock(Quantity off white rock)
554	L09-040	09-03770	Pills(Five(5) small light green pills marked "93/833")
555	L09-043	09-04234	Rock(One(1) plastic bag with yellow/white rock substance)
556	L09-045	09-04445	Rock(One(1) plastic bag with quantity off white rock)
557	L09-046	09-04557	Rock(Four(4) yellow/white rock substances)
558	L09-047	09-04597	Powder(Two(2) plastic bags with white powder)
559	L09-048	09-04802	Rock(One(1) cigarette pack containing a clear plastic wrap containing a white rock like substance)
560	L09-049	09-04786	Cocaine(Yellow/white substance which field tested positive for cocaine)
561	L09-052	09-05601	Rock(One(1) black bottle with one(1) plastic bag with multiple yellow/rock)
562	L09-053	09-05601	Pill/Rock(Green circular pill with "34", viagra and off white hard substance)
563	L09-056	09-05925	Rock(One(1) plastic bag with yellow/white rock)
564	L09-063	09-06446	Rock (One(1) white rock substance)
565	L09-064	09-06475	Rock(Brown plastic with white rock substance)
566	L09-065	09-05855	Rocks(Five(5) yellow/white rocks and crumbs)
567	L09-070	09-07216	Powder(two(2) blue packets with brown powder substance)
568	L09-072	09-07271	Rock(two(2) pieces off white rock substance)
569	L09-073	09-07286	Powder(Two(2) plastic bags with white powder)
570	L09-076	09-07649	Pill(One(1) plastic bag with one(1) oval shape blue pill)
571	L09-077	09-08015	Powder(Two(2) plastic baggies containing white powder substance, one(1) digital scale with white powder)
572	L09-078	09-07096	Rock(One(1) yellowish white rock like object)
573	L09-079	09-08041	Rock(Four(4) pieces of an off white in color rock like substance)
574	L09-080	09-07097	Rocks(One(1) pill bottle with two(2) yellow/white rocks)
575	L09-085	09-08012	Powder (One(1) plastic bag with white powder)
576	L09-086	09-09073	Rocks(Three(3) off white rocks)
577	L09-087	09-08280	Pills(One(1) plastic bag with one(1) pink pill, one(1) purple pill, and two(2) pieces of purple pill)
578	L09-090	09-09286	Rock(One(1) plastic bag with off white rock)
579	L09-092	09-09345	Powder(Several plastic bags with white bags with white powder, one(1) bottle of inositol powder, one(1) digital scale w/ residue, visa credit card, with white residue, one(1) blue pill)
580	L09-095	09-09576	Rock(White bottle with white rock)
581	L09-096	09-09763	Rock(One(1) plastic bag with off white powder)
582	L09-101	09-10120	Rock(One(1) plastic bag with off white rock)

583	L09-105	09-10966	Powder(One(1) glass tube with white powder)
584	L09-106	09-11090	Rock(Cigar case with three(3) brown yellow rock substance)
585	L09-104	09-10421	Rock(Several yellow/white rock substance)
586	L09-108	09-11779	Rock(One(1) plastic bag with off white rock)
587	L09-109	09-12011	Powder(\$1.00 bill with white powder)
588	L09-117	09-07651	Powder(One(1) rock like, powder like white substance)
589	L09-116	09-12198	Rock(Three(3) larger pieces of a yellowish white rock like substance and crumbs contained a piece of clear plastic)
590	L09-119	09-15169	Rocks(Several pieces off white rock)
591	L09-118	09-07651	Pills(Four(4) yellow pills with the letter "L" on each pill, blue lighter, crack pipe, push rod)
592	L09-123	09-13166	Rock(Red tube with multi yellow white rock like substance)
593	L09-124	09-13505	Rock(One(1) yellowish rock like substance wrapped in plastic bag)
594	L09-126	09-13718	Rock(One(1) clear plastic bag containing white rock like substance believed to be crack cocaine approximately
			seven(7) pieces of various sizes)
595	L09-132	09-0715	Rock(One(1) plastic bag with one(1) rock and crumbs)
596	L09-134	09-16258	Rock(One(1) small plastic bag with orange rock like powder)
597	L09-138	09-16660	Rocks(One(1) plastic bag with multiple white rocks)
598	L09-139	09-17047	Powder(One(1) plastic bag with white powder)
599	L09-140	09-17050	Rock(One(1) yellow/white rock, one(1) crack pipe0
600	L09-141	09-17270	Rocks(One(1) plastic bag with several pieces of yellow/white rocks)
601	L09-146	09-17508	Rocks(One(1) plastic bag with off white rocks, one(1) plastic bag with one(1) triangle shaped w/ crumbs off white
			substance, twenty(20) red ziplock plastic bags with several plastic bags)
602	L09-147	09-18316	Rock(One(1) plastic bag with rock like substance)
603	L09-150	09-18855	Rock(One(1) plastic bag with one(1) yellowish white rock)
604	L09-151	09-04596	Plant Material/Pills(Dried green plant like material, two(2) round pink pills)
605	L09-153	09-19732	Capsule(One(1) white capsule with m357 inscribed)
606	L09-155	09-19870	Rock(One(1) plastic bag with multiple off white rock)
607	L09-156	09-20098	Pills(Pill bottle with seven(7) white tabs, six(6) orange pills, six(6) yellow pills, one(1) blue pill, three(3) white pills
			thirty-nine(39) green pills, nineteen(19) small white pills)
608	L09-158	09-20560	Pills(Three(3) white tablets)
609	L09-160	09-20723	Rock(Yellowish rock like substance)
610	L09-163	09-20924	Rock(Two(2) plastic bags with quantity off white rock)
611	L09-173	09-22040	Powder(Plastic bag with white powder)
612	L09-175	09-22376	Pills(Ten(10) white round pills, one(1) oval white pill and three(3) tan capsules)
613	L09-176	09-21883	Powder(One(1) plastic bag with one(1) plastic bag with white powder residue, one(1) white screwtop with one(1)

			plastic bag with white powder residue, one(1) pill bottle wrapped in black tape with four(4) separate plastic bags
			with yellow/white rock like substance, one(1) plastic bag with white residue)
614	L09-177	09-22614	Rock(White pieces of tissue with one(1) yellow/white rock like object)
615	L09-181	09-23524	Pills(One(1) prescription bottle with red and peach colored pills)
616	L09-182	09-23621	Rock(One(1) plastic bag with four(4) yellow/white rock substance)
617	L09-183	09-24531	Liquid(Eight(8) vials with clear liquid)
618	L09-186	09-24407	Rock(One(1) p.b. w/ five(5) pieces of off white rock like substance)
619	L09-191(A)	09-25933	Rock(One(1) plastic bag with white rock substance)
620	L09-192	09-16930	Plant Material/Pill(One(1) plastic bag with plant material, pill bottle with plant material, altoid tin containing white
			pill w/ Alza 36 on it and half of an orange pill, one(1) purple crown royal bag with prescription bottle with
			plant material residue, two(2) glass pipes)
	2010		
621	L10-250	10-35027	Rock(Small amount off white rock like substance)
622	L10-099	10-16018	Rock(One(1) yellow rock)
623	L10-098	10-15750	Rock(One(1) plastic bag with yellow/white rock like object)
624	L10-090	10-15043	Rocks(One(1) plastic bag with two(2) yellow rocks)
625	L10-078	10-12951	Rock(White rock like substance)
626	L10-075	10-12876	Pills(One(1) orange medicine bottle with three(3) white pills)
627	L10-069	10-11671	Powder(One(1) plastic bag with yellowish powdery substance)
628	L10-057	10-08761	Rock(one(1) plastic bag with yellow/white rock)
629	L10-053	10-08649	Rock(three(3) plastic bags with rock substances)
630	L10-044	10-06753	Rock(One(1) plastic bag with multiple large pieces of solid yellow/white rock substance, one(1) plastic bag with
			hrc in brown paper with plant material)
631	L10-043	10-06717	Rock(Off white rock like substance)
632	L10-042	10-06566	Pills(One(1) white oblong shaped pills labeled "K84" and one(1) blue oblong shaped pills labeled "44-485")
633	L10-039	10-06070	Rock(One(1) plastic bag with two(2) yellowish rock like substance)
634	L10-035	10-05656	Rock(One(1) piece of brillo in brown paper with one(1) white rock like substance, Two(2) glass pipes)
635	L10-032	10-05393	Pills(One(1) plastic bag with multiple tablets of prescription drugs)
636	L10-030	10-05106	Rock(Off white rock like substance)
637	L10-029	10-04984	Rock(One(1) plastic bag with one(1) white rock like substance)
638	L10-027	10-04775	Rock(One(1) plastic bag with off white rock object)
639	L10-001	09-37631	Rock(One(1) off white rock like substance)
640	L10-196	10-29214	Powder (One(1) plastic bag with white powder)

641	L10-193	10-28417	Powder(One(1) plastic bag white white powder substance)
642	L10-191	10-28023	Powder(One(1) plastic bag with yellow/white powder substance0
643	L10-184	10-26859	Rock(One(1) brown paper towel with white crystal rock substance)
644	L10-183	10-26725	Powder(Plastic bag with white powder)
645	L10-182	10-26409	Rock(One(1) plastic bag with yellow/white rock like substance0
646	L10-172	10-25552	Powder(One(1) plastic bag with white, red straw with white powder, red plastic straw with white powder substance red,white blue straw with white powder substance, one(1) plastic bag with white powder substance)
647	L10-162	10-24278	Powder(One(1) plastic bag with white powder substance)
648	L10-159	10-23894	Plant Material(One(1) plastic bag with plant material, one(1) plastic bag with three(3) hand rolled cigarettes with plant material, one(1) plastic bag with white rock like object, one(1) razor blade, silver colored grinder, cd case with cd w/ white residue, one(1) plastic bag with multiple seeds)
649	L10-157	10-23570	Rock(One(1) plastic bag with multiple large pieces of yellowish white rock like sub)
650	L10-146	10-21878	Pill(One(1) orange circular pill with letter "b" and number "15" and "777")
651	L10-137	10-21156	Rocks(One(1) lay's chip bag with pink plastic bag with three(3) white rock like substance)
652	L10-136	10-21153	Pills(One(1) small plastic bag with multiple green and yellow pills)
653	L10-135	10-21034	Rock(One(1) plastic wrapper with three(3) white / yellowish rock like substance)
654	L10-133	10-20917	Rock/Plant Material(One(1) white plastic container with several yellow rock like substances, one(1) hand rolled cigarette in brown paper with plant material)
655	L10-131	10-20706	Rock(Small white rocks)
656	L10-128	10-20080	Rock(One(1) small red cross toothache box with white and yellow rock like substance)
657	L10-124	10-19049	Rock(One(1) brown plastic bag with solid yellow/white rock like substance)
658	L10-121	10-18795	Plant Material/ Rock(One(1) plastic bag with plant material, one(1) plastic bag with yellow/white rock like sub)
659	L10-120	10-18797	Rock(One(1) plastic bag with several yellow/white rock like substance)
660	L10-115	10-17926	Rock(One(1) plastic bag with multiple pieces of a solid yellow/white rock like substance)
661	L10-114	10-17687	Rock(One(1) plastic bag with yellow / white rock substance)
662	L10-106	10-16912	Rock(One(1) black plastic bag with yellowish white rock substance)
663	L10-104	10-16814	Rock(One(1) plastic bag with yellowish/white rock substance, one(1) plastic bag wth plant material)
664	L10-241	10-35423	Powder(two(2) plastic bags with white powder)
665	L10-226	10-34212	Powder(One(1) plastic bag with white powder substance)
666	L10-225	10-34151	Mushrooms(One(1) plastic bag with five(5) mushrooms)
667	L10-215	10-32230	Rock(One(1) plastic bag with off white rock like object)
668	L10-211	10-31883	Pill(Brownish pill bottle with multiple red and white tablets)
669	L10-209	10-31646	Powder(One(1) plastic bag with small white envelope with white powder substance)
670	L10-206	10-?	Rock(Plastic container with multiple pieces of solid yellowish white rock like substance)

671	L10-204	10-30847	Rock(One(1) plastic bag with yellow and white rock like substance)
672	L10-249	10-36654	Powder(Two(2) plastic bags with plant material, one(1) plastic bag with white powder)
673	L10-242	10-35404	Rock(One(1) plastic bag w/ off white rock)
674	L10-061	10-09752	Rock(Small piece of off white rock like substance)
675	L10-060	10-09752	Rock(small piece of off white rock like substance, glass pipe)
676	L10-083	10-13904	Rock(One(1) plastic bag with white rock like substance)
677	L10-123	10-19151	Rock(Five pieces of off white rock like objects)
678	L10-132	10-20644	Rock(two(2) pieces of off white rock substance)
679	L10-135	10-27177	Rock(One(1) large piece of white rock)
680	L10-223	10-33963	Rock(Off white rock like substance)
681	L10-227	10-34218	Pill(One(1) orange pill bottle with four(4) yellow pills and six(6) orange capsules)
682	L10-233	10-34973	Rock(One(1) plastic bag with off white rock)
683	L10-072	10-11824	Powder(One(1) white box with crystal powder, syringe, tin foil ball with crystal like white powder, red box with
	2011		
684	L11-306	11-36044	Powder(One(1) plastic bag with off white substance)
685	L11-307	11-36137	Rock(One(1) plastic bag with multiple white rocks)
686	L11-314	11-37117	Rock(One(1) plastic bag with one(1) rock and one(1) pipe)
687	L11-202A	11-23275	Rock(One(1) plastic bag with white rock like substance)
688	L11-204A	11-23501	Rock(One(1) plastic bag with white rock)
689	L11-205	11-22725	Rock(One(1) plastic bag with multiple pieces of yellow/white rock)
690	L11-207	11-22824	Powder (Two(2) small tubes with white powder, one(1) black belt, four(4) syringes)
691	L11-182	11-20648	Rock(One(1) plastic bag with napkin with plant material, one(1) plastic bag with multiple pieces of solid yellow/ white rock substance)
692	L11-192	11-22230	Powder(One(1) plastic bag with white powder like substance)
693	L11-124	11-15058	Rock/Liquid(One(1) glass pipe with wet white substance, pipe with rubber, one(1) glass pipe with unknown substance with two(2) pipes)
694	L11-127	11-15372	Rock(white rock substance, 1- digital scale)
695	L11-138	11-16292	Rock(One(1) small plastic bag with light green white chalk like substance)
696	L11-140	11-16568	Rock(One(1) plastic bag with copper pipe with white rock substance)
697	L11-143	11-17074	Rock(Small white rock like object)
698	L11-145	11-17172	Rock(One(1) plastic bag with white rock like substance, pack of cigarettes)
699	L11-165	11-19159	Rock(Two(1) plastic containers with white rock crumbs)
700	L11-170	11-19631	Rock(One(1) plastic bag with white rock like substance)
701	L11-179	11-20615	Pills(Blue container with off white pills, multiple pills in a gold package)

702	L11-180	11-20615	Powder(Two(2) plastic bags with white powder substance, one(1) white tablet with a "3" on it)
703	L11-181	11-20615	Pill(Multiple plastic bags with white substance, one(1) white tablet)
704	L11-193	11-22073	Rock(Two(2) plastic bags with white rock like substance)
705	L11-215	11-24038	Powder(Glass jar with white residue)
706	L11-043	11-05120	Rock(One(1) small plastic bag with crack cocaine)
707	L11-057	11-06612	Rocks(Two(2) off white rocks)
708	L11-088	11-09852	Plant Material(One(1) plastic bag with plant material, one(1) plastic bag with two(2) orange pills)
709	L11-084	11-09500	Rock(One(1) plastic bag with yellowish/white rock like substance)
710	L11-070	11-07378	Pills(black plastic bottle with four(4) round white tablest with g3 on side)
711	L11-069	11-12106	Rocks(One(1) medicine containers with yellow ish rock like substance)
712	L11-071	11-07378	Pills(Three(3) blue , oval pills w/ 2089v stamped on side)
713	L11-023	11-03036	Rock(One(1) plastic bag with yellow/white rock substance)
714	L11-006	11-01391	Rock(One(1) plastic bag with yellow/white rock like substance)
715	L11-007	11-01676	Rock(Plastic container with multiple white rock like substance)
716	L11-028	11-03630	Rocks(One(1) white plastic container with several off white yellowish rock like sub)
717	L11-029	11-03630	Pills(Eleveen(11) plastic bags with one(1) pill each)
718	L11-041	11-04912	Plant Material(One(1) plastic bag with multiple wrapped plastic bags with plant material, one(1) plastic bag with white bag with white powder substance)
719	L11-239	11-27134	Rock(One(1) plastic bag with white rock substance)
720	L11-262	11-29701	Plant Material(Multiple plastic bags with plant material, multiple large white pill, digital scale, one(1) plastic bag with multiple plastic bags)
721	L11-266	11-30733	Rocks(Two(2) small rocks)
722	L11-269	11-31927	Rock(One(1) plastic bag with plastic bag with white rock like substance)
723	L11-273	11-32203	Rock(One(1) plastic bag with white rock like substance and plastic bag with eleveen(11) round pills, digital scale plastic bag with misc empty blue plastic bag)
724	L11-282	11-33132	Pills(One (1) blue bottle cap with white residue, two(2) white triangle shaped pills w/ "M" one one side and "8" on the other)
725	L11-289	11-34238	Pill(One(1) plastic bag with pill)
726	L11-292	11-34860	Powder(Plastic bag with white powder substance)
727	L11-223	11-24808	Rock(Plastic cylinder with seven (7) white rock like substance) spoon with white residue)
728	L11-010	11-1742	Rock(One(1) piece of off white rock like substance)
729	L11-030	11-03577	Rock(Off white objects)
730	L11-044	11-05189	Rock(two(2) plastic bags with numerous off white rock like objects)

731	L11-052	11-06345	Rock(One(1) plastic bag with off white rock like object, one(1) black scale)
732	L11-056	11-06551	Pills(Numerous plastic bag with plant material, one(1) plastic bag with colored pills)
733	L11-058	11-06707	Pills(twenty nine and half (29 1/2) blue pills scored 555/164 on one side and barr on the other side)
734	L11-082	11-09434	Rock(Pieces of off white rock like substance)
735	L11-091	11-10291	Rock(Two (2) plastic bags with off white rock like substance)
736	L11-122	11-14815	Powder(One(1) plastic bag with off white powder substance)
737	L11-129	11-15442	Rock(Off white rock substance)
738	L11-150	11-17421	Powder(Five(5) plastic bags with white powder)
739	L11-151	11-17517	Rock(One(1) plastic bag with white rock like objects)
740	L11-160	11-18500	Pills(5-pills, 2-green, 2-pink and one(1) orange)
741	L11-172	11-19958	Rock(One(1) piece of paper with off white object)
742	L11-222	11-24673	Powder(One(1) plastic bag with powdery white substance)
743	L11-311	11-36568	Rocks(One(1) plastic bag with several white rocks)
744	L11-305	11-36034	Rocks(One(1) plastic bag with yellowish white rocks)
745	L11-300	11-35487	Rock(One(1) plastic bag with several pieces of white rock like substance)
746	L12-003	11-38179	Rock(One(1) plastic bag with white rock like substance)
747	L11-016	11-02712	Pills(One(1) medicine bottle with sixteen(16) white pills, one(1) plastic bag with plant material, one(1) digital scale)

PC BUYS 2001-2013

	2001		
748	C01-12645	01-12645	Plant Material (One(1) marijuana roach, one(1) pack of rolling papers)
	2002		
749	C02-39112	02-39112	Plant Material (One(1) plastic bag with plant material, plastic container w/ fifty-seven empty green plastic bags, thirty-three (33) empty clear plastic bags, one(1) pack of rolling papers, one(1) black ashtray
	2003		
750	C03-011	03-1731	Rock (One(1) rock)
751	C03-012	03-1732	Rock (One(1) rock)
752	C03-019	03-03160	Rocks (One(1) plastic bag with eight(8) rocks)
753	C03-037	03-03971	Pills (Four(4) white tablets)
754	C03-040	03-04767	Rock (One(1) plastic bag with one(1) rock)
755	C03-060	03-06448	Plant Material (One(1) plastic bag with four(4) green plastic bags with plant material, and three(3) plastic bags with plant material, One(1) plastic bag with fourteen (14) plastic bags with plant material, five(5) red plastic bags with plant material)
756	C03-065	03-06554	Plant material(One(1) foil ball with plant material, one(1) plastic bag with plant material, one(1) plastic bag with plant material, one(1) partially smoked hand rolled cigarette in brown

			paper, one(1) large and one (1) small block of plant material)
757	C03-066	03-06554	Rocks(Container with four(4) rocks, one(1) plastic bag with nine(9) rocks and one(1) plastic bag with
			five(5) rocks and crumbs
758	C03-074	03-06928	Plant Material (Seven (7) plastic bags with plant material and crown royal bag)
759	C03-076	03-07317	Plant Material (One(1) plastic bag with plant material)
760	C03-132	03-14428	Rock (One(1) rock)
761	C03-185	03-13498	Plant Material (One(1) plastic bag with plant material)
762	C03-182	03-19242	Powder / tablet(Black pouch with razor, crack pipe, straw, mirror, hair pin, half blue tablet, two(1)
			plastic bags with white powder, one(1) plastic bag with white powder residue)
763	C03-208	03-21495	Rock (One(1) plastic bag with one(1) rock)
764	C03-278	03-28137	Plant Material/Rock/Pills (Plastic container, one(1) plastic bag with crack pipe, lighter
			,paper, balloon, one(1)plastic bag with plant material, one(1) plastic bag with seven(7) rocks, crumbs,
			one(1) oval tablet, two(20 yellow round tablets, thirteen(13) gold capsules, fourteen(14) yellow/white
			capsules, five(5) white tablets, three-an half (3 1/2) white capsules)
	2004		
765	C04-073	04-07087	One(1) plastic bag with one(1) rock)
766	C04-080	04-07047	Powder(One(1) plastic bag with white powder residue, one(1) tube w/ razor)
767	C04-095	04-08838	Plant Material (Two(2) large blocks of plant material, one(1) large block of plant material)
768	C04-118	04-13245	Rocks(Container with two(2) rocks and crumbs)
769	C04-158	04-18115	Rock (One(1) small plastic baggie with one(1) rock)
770	C04-163	04-18982	Plant Material(One(1) plastic bag with one(1) roach rolled cigarette in brown paper)
771	C04-230	04-28462	Plant Material (Three(3) small plastic bags with plant material, one(1) crack pipe, twelve(12)
			empty plastic bags)
772	C04-264	04-33554	Plant Material (One(1) plastic bag with plant material residue and one(1) empty yellow plastic bag)
773	C04-288	04-38505	Rock(One(1) rock)
774	C04-310	04-42858	Powder(Nine(9) plastic bagst with white powder and one(1) piece of plastic)
	2005		
775	C05-169	05-31856	Plant Material (One(1) blue plastic bag with plant material)
776	C05-179	05-34298	Rocks(Plastic tube with (9) nine rocks)
777	C05-044	05-06431	Plant Material (One(1) plastic bag with plant material)
778	C05-075	05-11572	Plant Material (One(1) plastic bag with plant material and one(1) crack pipe)
779	C05-199	05-37442	Rock(One(1) plastic bag with three(3) rocks)
	2006		
780	C06-032	06-03763	Tablets (Pills bottle with nineteen (19) white tablets)

781	C06-043	06-05579	Tablets (Pill bottle with seventy-one(71) orange tablets and three(3) white tablets)
782	C06-061	06-09483	Powder (One(1) glass crack pipe with white residue, one(1) glass crack pipe with flowd inside)
783	C06-137	06-026788	Rock (Crack pipe wrapped in notebook paper)
784	C06-033	06-03911	Rock (two(2) small rocks)
785	C06-045	06-05720	Plant Material (One(1) marijuana plant)
786	C05-036	05-04018	Plant Material (One(1) partially smoked hand rolled cigarette in brown paper)
787	C05-093	05-09833	Plant Material (Two(2) partially smoked hand rolled cigarettes in brown paper)
788	C06-021	06-02252	Plant Material (One(1) plastic bag with plant material and loose plant material)
	2007		
789	C07-198	07-31770	Rocks(One(1) plastic bag with ten (10) rocks and crumbs)
790	C07-016	07-02619	Rock (One(1) plastic bag with one(1) rock)
791	C07-155	07-25365	Rock (One(1) plastic bag with two(2) rocks and crumbs)
792	C07-160	07-26058	Rock(One(1) plastic bag with one(1) rock)
793	C07-161	07-26059	Rock(One(1) plastic bag with one(1) rock)
794	C07-162	07-26060	Rock(One(1) plastic bag with two(2) rocks)
795	C07-170	07-27630	Rock(One(1) plastic bag with two(2) rocks)
796	C07-172	07-27630	Rock(One(1) plastic bag with one(1) rock wrapped in brown paper)
797	C07-173	07-28264	Tablets (Pill bottle with four(4) white tablets)
798	C07-180	07-29497	Rock (Rock substance in white plastic)
799	C07-183	07-30045	Plant Material (One(1) plastic bag with plant material)
800	C07-190	07-30045	Rock(One(1) plastic bag with white rock substance)
801	C07-192	07-30936	Rock(One(1) plastic bag with one(1) rock)
802	C07-204	07-32660	Rock(One(1) plastic bag with one(1) rock)
803	C07-209	07-33413	Rock(One(1) small envelope with one(1) rock)
804	C07-211	07-33708	Rocks(One(1) small plastic bag with two(2) rocks)
805	C07-216	07-34297	Plant Material (One(1) hand rolled cigarette in brown paper)
806	C07-233	07-37299	Rock(One(1) plastic bag with one(1) white rock)
807	C07-234	07-37300	Rock(one(1) plastic bag with one(1) rock substance)
808	C07-241	07-38188	Rock(One(1) plastic bag with one(1) rock)
809	C07-266	07-40398	Plant Material (One(1) foil packet with plant material, nine(9) empty pink plastic bags, two(2) empty clear plastic bags)
810	C07-046	07-07443	Rocks(Beer cap with three(3) white rocks wrapped in paper, white container with seven(7) rocks and crumbs)
811	C07-047	07-07694	Rocks(One(1) plastic baggie with two(2) rocks)
812	C07-050	07-08114	Rocks (One(1) plastic bag with five(5) rocks, one(1) plastic bag with twelve(12) rocks)

813	C07-051	07-08436	Rock(one(1) plastic bag with one(1) rock like substance)
814	C07-062	07-09948	Rock(one(1) plastic bag with one(1) rock)
815	C07-065	07-10221	Rock(One(1) plastic bag with one(1) rock)
816	C07-071	07-11683	Rock(One(1) plastic bag with one(1) rock)
817	C07-072	07-11684	Rock(One(1) plastic bag with crushed rock substance)
818	C07-086	07-13337	Rock(one(1) plastic bag with one(1) rock)
819	C07-093	07-14470	Rock(One(1) plastic bag with one(1) rock)
820	C07-094	07-14584	Rock(One(1) plastic bag with tootsie roll wrapper with one(1) rock)
821	C07-097	07-15297	Rock(One(1) plastic bag with one(1) rock)
822	C07-098	07-15298	Rocks(One(1) plastic bag with two(2) rocks)
823	C07-104	07-15297	Rocks(One(1) plastic bag with five(5) rocks)
824	C07-110	07-17140	Rock(One(1) plastic bag with one(1) rock)
825	C07-112	07-17764	Rock(One(1) plastic bag with one(1) rock)
826	C07-119	07-18588	Rock(Envelope with one(1) rock0
827	C07-132	07-21036	Rock(One(1) plastic bag with one(1) flat rock substance)
828	C07-134	07-21543	Plant Material (One(1) plastic bag with brown leafy substance and one(1) plastic bag with thirteen (13) white capusles0
829	C07-139	07-23139	Rock(One(1) plastic bag with one(1) rock)
830	C07-140	07-23140	Rock(One(1) plastic bag with one(1) rock)
831	C07-146	07-24077	Rock (Plastic bag with one(1) rock)
832	C07-153	07-25093	Powder(One(1) plastic bag with white powder substance)
	2008		
833	C08-004	08-116	Plant Material(One(1)silver colored grinder with plant material, one(1) automatic gold colored grinder with plant material, five(5) empty plastic bags with four(4) empty grocery bags, one(1) grocery bag with five(5) plastic bags with plant material residue)
834	C08-015	08-01692	Plant Material (One(1) purple bong and tin can with several pieces burnt brown paper)
835	C08-022	08-01861	Rock(One(1) plastic bag with one(1) rock, One(1) plastic bag with one(1) rock)
836	C08-024	08-03664	Rock(One(1) plastic bag with one(1) rock)
837	C08-025	08-03643	Rock(A quantity of an off white rock like substance in clear plastic, quantity of an off white rock like substance packaged in a yellow envelope)
838	C08-039	08-05747	Plant Material(One(1) plastic bag with plant material)
839	C08-040	07-38573	Powder(Pen holder with white powder residue)
840	C08-043	08-07060	Rock(One(1) flat pieces of rock)
841	C08-045	08-07827	Rock(Small envelope with one(1) rock)

842	C08-046	08-07828	Rock(Small envelope with one(1) rock)
843	C08-049	08-09301	Rock(Small envelope with crumbled rock substance)
844	C08-051	08-09303	Rock(Small envelope with one(1) rock)
845	C08-054	08-09303	Rock(One(1) plastic bag with white tissue paper with two(2) very small rocks and crumbs)
846	C08-070	08-12068	Rock(One(1) plastic bag with one(1) rock)
847	C08-078	08-12657	Rock(One(1) large plastic bag with crumbled rock substance)
848	C08-102	08-16881	Rock(One(1) plastic bag with one(1) rock)
849	C08-103	08-16882	Rock(One(1) plastic bag with two(2) rocks)
850	C08-115	08-20195	Rock (One(1) plastic bag with one(1) rock)
851	C08-116	08-20196	Rock(One(1) plastic bag with one(1) rock)
852	C08-123	08-20709	Plant Material (Two(2) plastic bags with plant material)
853	C08-126	08-21482	Rock(One(1) plastic bag with crumbled rock substance)
854	C08-127	08-21483	Rock(One(1) plastic bag with one(1) rock)
855	C08-128	08-21840	Plant Material (Plant Material Stems)
856	C08-131	08-22442	Rock(One(1) plastic bag with one(1) white rock substance)
857	C08-132	08-22443	Plant Material (Plastic with plant material)
858	C08-133	08-22444	Rock(One(1) plastic bag with two(2) white rock substances)
859	C08-135	08-22717	Rock(One(1) plastic bag with one(1) rock)
860	C08-140	08-23542	Rock(One(1) rock in plastic bag)
861	C08-145	08-25135	Plant Material (One(1) small green plastic bag with plant material)
862	C08-153	08-27282	Plant Material (Green pouch with multi colored pipe, one(1) empty plastic bag and black sock with
			one(1) plastic bag with plant material)
863	C08-156	08-28538	Rock(One(1) plastic bag with one(1) rock)
864	C08-163	08-29992	Rock(One(1) plastic bag with two(2) flat pieces of rock substance)
865	C08-165	08-30256	Plant Material (One(1) plastic bag with plant material)
866	C08-166	08-30256	Rocks (Green tube with sixteen (16) rocks)
867	C08-167	08-31670	Rock(One(1) plastic bag with one(1) rock)
868	C08-168	08-31671	Rock(One(1) plastic bag with one(1) rock)
869	C08-169	08-31672	Rock(One(1) plastic bag with crumbled rock substance)
870	C08-180	08-33208	Plant Material (One(1) plastic bag with plant material and newport cigarette pack with seven(7) cigarettes)
871	C08-182	08-34890	Rock(One(1) plastic bag with two(2) rocks)
872	C08-192	08-37383	Plant Material /Powder (Digital scale with white residue and one(1) partially smoked hand rolled cigarette
			with plant material)
873	C08-211	08-39498	Plant Material(One(1) plastic bag with plant material)

874	C08-212	08-39612	Rock(One(1) plastic bag with one(1) rock)
875	C08-213	08-39849	Plant Material(One(1) plastic bag with small amount of plant material, One(1) multi-colored marijuana)
	2009		
876	C09-134	09-20422	Rock(one(1) plastic bag with two(2) white rocks)
877	C09-136	09-21266	Plant material (One(1) plastic bag with green leafy substance)
878	C09-139	09-21883	Rock(One(1) plastic bag with rock like substance)
879	C09-140	09-21914	Rocks(One(1) ziplock bag with one(1) plastic bag with three(3) rocks)
880	C09-142	09-21978	Plant Material(One(1) plastic bag with partially smoked rolled cigarette in brown paper)
881	C09-143	09-22276	Plant Material (One(1) plastic bag with plant material)
882	C09-146	09-22439	Plant Material (One(1) plastic bag with plant material)
883	C09-149	09-23558	Plant Material (two(2) red plastic bags with plant material)
884	C09-154	09-24807	Plant Material(One(1) plastic bag with plant material)
885	C09-166	09-27584	Plant Material(One(1) ziplock bag with one(1) plastic bag with plant material)
886	C09-174	09-30050	Rocks(One(1) plastic bag with two(2) rocks)
887	C09-181	09-31287	Plant Material/Rocks(One(1) clear plastic bag with plant material, one(1) clear plastic bag with twenty-four (24) white rocks)
888	C09-182	09-31307	Plant Material(One(1) plastic bag with plant material)
889	C09-184	09-31760	Tablets(One(1) container with forty-five(45) tablets, one(1) small note pad)
890	C09-188	09-31760	Plant Material/ Pill(One(1) white plastic bag with plant material, One(1) red plastic bag with one(1) purple
891	C09-189	09-32575	Plant Material (One(1) plastic bag with plant material)
892	C09-194	09-23558	Plant Material (One(1) plastic bag with plant material)
893	C09-197	09-33193	Plant Material (One(1) hand rolled cigarette in brown paper)
894	C09-207	09-35736	Rocks(One(1) plastic bag with rocks)
895	C09-208	09-35871	Plant Material(Four(4) plastic bags with plant material)
896	C09-211	09-36507	Plant Material (One(1) multi colored baby peace symbol sock change purse with plant material and one(1) glass pipe)
897	C09-212	09-30243	Plant Material(One(1) plastic bag with twenty-six small plastic bags with plant material)
898	C09-195	09-33113	Plant Material (One(1) bottle with plant material)
899	C09-124	09-18090	Rocks(One(1) ziplock bag with plastic bag with white rocks)
900	C09-128	09-18754	Rock(One(1) plastic bag with off white rock)
901	C09-129	09-18315	Powder(One(1) plastic bag with white powder substance)
902	C09-131	09-20437	Rock(One(1) off white rock like substance)
903	C09-132	09-20433	Rock(One(1) plastic bag with off white rock)
904	C09-133	09-18319	Rock(One(1) plastic bag with one(1) rock)

905	C09-138	09-21774	Plant Material(One(1) plastic bag with plant material)
906	C09-090	09-13034	Plant Material(Black pouch with digital scale, prescription bottle containing a green leafy substance
			plastic bag with sixty-four (64) plastic baggies)
907	C09-053	09-07219	Rock(One(1) plastic bag with one(1) rock)
908	C09-054	09-07220	Plant Material(Four(4) plastic bags with plant material)
909	C09-060	09-07220	Powder (One(1) plastic bag with trace amounts of white residue)
910	C09-071	09-10131	Rock(One(1) plastic bag with one(1) rock)
911	C09-084	09-12837	Heroin(Six(6) plastic bag corners tested positive for heroin)
912	C09-073	09-10646	Plant Material(box with packing peanuts, one(1) large plastic bag with plant material, two(2) ankle weights
			with plant material, brown bag with loose plant material and packing peanuts, one(1) plastic bag with
			loose plant material and packing peanuts and one(1) plastic bag with plant material residue, two(2) hand
			weights)
913	C09-080	09-12197	Rock(One(1) plastic bag with one(1) rock)
914	C09-081	09-12198	Rock(One(1) plastic bag with one(1) rock)
915	C09-082	09-12199	Rock(One(1) plastic bag with one(1) rock)
916	C09-085	09-12419	Rock(Plastic bag with rock substance wrapped in newspaper)
917	C09-091	09-03388	Plant Material(One(1) partially smoked hand rolled cigarette in brown paper, one(1) plastic bag with
			white powder)
918	C09-096	09-13932	Rock(One(1) plastic bag with off white rock like substance)
919	C09-097	09-13933	Rock(One(1) plastic bag with off white rock like substance)
920	C09-101	09-14663	Rocks(One(1) plastic bag with two(2) rocks)
921	C09-102	09-14766	Plant Material/powder(Twenty-two(22) clear plastic bags with plant material, one(1) large clear plastic bag
			with plant material, one(1) red plastic bag with plant material, four(4) black plastic bags with plant
			material, One(1) plastic bag with white powder, three(3) digital scales and several empty plastic bags)
922	C09-110	09-15923	Rock(One(1) plastic bag with rock)
923	C09-111	09-15924	Rock(One(1) plastic bag with rock)
924	C09-114	09-16660	Plant Material(Two(2) plastic bags with plant material)
925	C09-117	09-16868	Plant Material (One(1) plastic bag with plant material)
926	C09-119	09-17403	Rock(One(1) plastic bag with one(1) white rock)
927	C09-120	09-17508	Rock(One(1) plastic bag with one(1) white rock)
928	C09-121	09-17509	Rock(one(1) plastic bag with one(1) white rock)
929	C09-122	09-18018	Plant Material(one(1) plastic bag with two(2) plastic bags with plant material)
930	C09-123	09-18089	Rock(One(1) plastic bag with white rock)
931	C09-052	09-07049	Plant Material (Pill bottles with seeds, one(1) plastic bag with leaf brown substance)

932	C09-042	09-06266	Rock(one(1) plastic bag with one(1) rock)
933	C09-044	09-05626	Powder(One(1) small green plastic bag with white powder residue)
934	C09-048	09-07096	Rock(One(1) plastic bag with rock substance)
935	C09-049	09-07097	Rock(One(1) plastic bag with rock substance)
936	C09-050	09-03797	Powder/Rock(One(1) container with razor with white powder residue, oen(1) plastic bag with white powder and one(1) plastic bag with three rock substances)
937	C09-051	09-03797	Plant Material (One(1) digital scale w/ plant material residue)
938	C09-037	09-05535	Powder(mirror with white powder residue, one(1) plate with white powder residue, four(4) razor blades with white residue)
939	C09-001	08-41759	Rock(One(1) plastic bag with one(1) rock)
940	C09-007	09-0666	Rock(Envelope with one(1) rock)
941	C09-013	09-02087	Plant Material (One(1) plastic bag with plant material)
942	C09-026	09-04748	Plant Material(One(1) plastic bag with plant material)
943	C09-028	09-05131	Rocks(One(1) plastic bag with two(2) rocks)
944	C09-029	09-05433	Rock(One(1) plastic bag with rock substance)
945	C09-030	09-05434	Rock(One(1) plastic bag with rock substance)
946	C09-031	09-05535	Rocks(One(1) plastic bag with two(2) rocks and crumbs)
947	C09-034	09-05658	Rocks(One(1) plastic bag with two(2) rocks and crumbs)
948	C09-038	09-05660	Rock(One(1) plastic bag with one(1) rock)
	2010		
949	C10-079	10-10656	Poweder(One(1) plastic bag with white powder residue and two(2) empty pieces of plastic)
950	C10-168	10-29075	Plant Material (Green Leafy substance)
951	C10-163	10-27548	Pills(One(1) container with forty-nine(49) white pills with 93/638 on it, Thirty nine(39) white pills with pliva 434, two(2) small white pills with A01020, thirty-eight and half (38 1/2) beige pills with MX/72, Seventy four(74) orange and white capluses with KU 118)
952	C10-174	10-31273	Plant material(One(1) plastic bag with two(2) small plastic bags with plant material)
953	C10-175	10-31283	Plant Material (One(1) small envelope with one(1) plant material)
954	C10-177	10-31718	Plant Material (One(1) plastic bag with plant material)
955	C10-178	10-32061	Powder(One(1) black bag with one(1) container with white powder and one(1) piece of paper)
956	C10-183	10-33308	Plant Material (One(1) plastic bag with one(1) black container with plant material)
957	C10-184	10-33846	Plant Material (One(1) plastic bag with plant material with fourteen(14) yellow pills)
958	C10-186	10-33990	Plant Material(Black scale with one(1) plastic bag with twelve(12) roaches with plant material)
959	C10-189	10-34459	Plant Material (One(1) plastic bag with plant material)
960	C10-191	10-34709	Plant Material (Two(2) large plastic bags with plant material)

961	C10-198	10-35419	Plant Material (One(1) plastic bag with plant material)
962	C10-201	10-36005	Pills(One(1) bottle of amoxicillin with four(4) pills, one(1) bottle of tramado with thrity-six(36) pills, one(1) bottle of penicillin with fourteen (14) pills, one(1) bottle of furosemide with thirty(30) pills, one(1) bottle of amoxicillin wit
963	C10-203	10-36337	Plant Material (One(1) plastic bag with plant material)
964	C10-205	10-36639	Powder(One(1) plastic bag with two(2) small plastic bags with white powder)
965	C10-207	10-36624	Plant Material/Pills(Misc papers, one(1) plastic bag with one(1) plastic bag with plant material, one(1) napkin with five(5) yellow pills, one(1) piece of metal device)
966	C10-199	10-35411	Rock(One(1) plastic bag with one(1) off white rock)
967	C10-216	10-29791	Plant Material (Two(2) plastic bags with plant material)
968	C10-005	10-0360	Rock(One(1) plastic bag with one(1) plastic bag with crushed rocks)
969	C10-011	10-0813	Rocks(One(1) p.b. w/ misc rocks with crushed rocks)
970	C10-010	10-0643	Plant Material (One(1) small amount of plant material)
971	C10-013	10-0946	Rock(One(1) plastic bag with one(1) crushed rock)
972	C10-012	10-0945	Plant Material(One(1) plastic bag with one(1) plastic bag with plant material)
973	C10-019	10-02297	Rock(Clear plastic bag containing white rock like substance)
974	C10-024	10-02578	Plant Material(One(1) partially smoked hand rolled cigarette in white paper with plant material)
975	C10-029	10-03589	Rock(two(2) plastic bags with off white rock objects)
976	C10-030	10-02477	Plant Material (One(1) paper bag with plant material)
977	C10-032	10-03961	Rocks(One(1) plastic bag with twelve(12) white rocks)
978	C10-033	10-03880	Plant Material (One(1) plastic bag with plant material)
979	C10-034	10-03938	Plant Material(One(1) hand rolled cigarette in brown paper with plant material)
980	C10-035	10-04051	Plant Material (One(1) plastic bag with one(1) pink plastic bag with two(2) stems and plant material)
981	C10-036	10-04124	Plant Material(One(1) small plastic bag with plant material)
982	C10-048	10-05216	Plant Material (One(1) envelope with one(1) plastic bag with plant material)
983	C10-049	10-05626	Plant Material (One(1) small plastic bag with plant material)
984	C10-050	10-05601	Plant Material (One(1) piece of paper with plant material)
985	C10-052	10-05757	Plant Material (Two(2) plastic bags with plant material)
986	C10-056	10-06537	Plant Material (One(1) plastic bag with plant material)
987	C10-057	10-06609	Rock(One(1) plastic bag with fifteen (15) rock like substance)
988	C10-072	10-08851	Rock (Tube with one(1) rock)
989	C10-075	10-09652	Plant Material (One(1) plastic bag with plant material)
990	C10-078	10-09927	Plant Material (One(1) small plastic bag with plant material)
991	C10-082	10-11241	Pills(One(1) plastic bag with five(5) yellow pills)
992	C10-088	10-11935	Rock(One(1) napkin with cookie shaped yellow substance)

993	C10-090	10-12560	Plant Material (One(1) plastic bag with plant material)
994	C10-092	10-12593	Plant Material (One(1) glass pipe, silver grinder, prescription bottle with plant material)
995	C10-097	10-13089	Plant Material (One(1) plastic bag with plant material)
996	C10-102	10-12789	Plant Material (One(1) plastic tube with plant material)
997	C10-114	10-15609	Powder(Four(4) small blue plastic bags with white powder, one(1) plastic bag with twenty-four (24) empty blue plastic bags)
998	C10-115	10-15552	Plant Material(One(1) plastic bag with plant material)
999	C10-119	10-16237	Plant Material(One(1) plastic bag with plant material)
1000	C10-150	10-23847	Powder(One(1) plastic bag with white powder)
1001	C10-154	10-24485	Plant Material (One(1) paper bag with one(1) piece of rolled up paper with plant material)
1002	C10-155	10-25344	Plant Material(One(1) plastic bag with one(1) pack of top papers, necklace with clear beads, one(1) small plastic bag with plant material)
1003	C10-158	10-25978	Rock(One(1) plastic bag with one(1) piece of cigar tube, rolled up piece of duct tape, one(1) white rock)
1004	C10-160	10-21783	Plant Material (One(1) small drawstring bag with one(1) plastic bag with plant material)
1005	C10-120	10-16382	Plant Material (One(1) plastic ba with one(1) plastic bag with two(2) white papers, one(1) hand rolled cigarette in white paper with plant material)
1006	C10-125	10-18758	Rock(One(1) plastic bag with one(1) white rock)
1007	C10-126	10-17068	Plant material (One(1) plastic bag with one(1) plant material)
1008	C10-127	10-18862	Plant Material (One(1) small plastic bag with plant material)
1009	C10-128	10-19571	Plant Material (One(1) plastic bag with plant material)
1010	C10-134	10-21050	Plant Material(One(1) plastic bag with one(1) small plastic bag with plant material, glass pipe, one(1) piece of paper towel)
1011	C10-135	10-21140	Rocks(One(1) cigar bag with three(3) white rocks)
1012	C10-137	10-21286	Rock(One(1) plastic bag with one(1) small white rock like substance)
1013	C10-139	10-22066	Plant Material(One(1) small plastic bag with plant material)
1014	C10-140	10-21982	Rock(One(1) plastic bag with crushed white rock like substance)
1015	C10-143	10-22870	Pills (One(1) prescription bottle with one(1) blue pill, two (2) crack pipes)
	2011		
1016	C11-030	11-05388	Fluid/Powder(Eight 8-syringes with red fluid, make up with powder, black pouch with two(2) spoons, with blue powder residue, silver container with screw, red small plastic container, with blue powder residue, one(1) pack of cigarettes)
1017	C11-034	11-06289	Plant Material(One(1) plastic bag with plant material)
1018	C11-055	11-10026	Plant Material (One(1) plastic bag with plant material)
1019	C11-066	11-11207	Rock(One(1) plastic bag with one(1) white rock substance and crumbs)

1020	C11-133	11-27141	Plant Material (One(1) lighter, bags, plant material, scale)
1021	C11-180	11-34429	Plant Material (One(1) gray and black back pack with four(4) plastic bags with plant material, two(2) empty heat sealed packs, one(1) empty jar)
1022	C11-181	11-34588	Bath Salts (Ninety(90) bags of bath salts)
1023	C11-182	11-34530	Bath Salts (Nineteen (19) bags of bath salts, and forty-two(42) jars of spice)
1024	C11-188	11-35251	Plant Material(One(1) plastic bag with plant material)
1025	C11-189	11-35353	Plant Material(One(1) plastic bag with plant material)
1026	C11-190	11-35315	Plant Material (One(1) small green plastic bag with plant material)
1027	C11-191	11-35574	Plant Material (One(1) plastic bag with plant material)
1028	C11-195	11-36014	Plant Material (Four (4) small marijuana plants)
1029	C11-183	11-34663	Plant Material (One(1) plastic bag with plant material)
1030	C11-184	11-30536	Plant Material (One(1) plastic bag with plant material, one(1) lighter, one(1) marijuana pipe, comb and business card)
1031	C11-196	11-36230	Plant Material(two(2) marijuana pipes and one(1) metal grinder with plant material residue)
1032	C11-198	11-36797	Rock(one(1) plastic bag with multiple rock like substance)
1033	C11-200	11-36784	Plant Material(One(1) newport cigarette box with two(2) cigarettes and one(1) plastic bag with plant material)
1034	C11-201	11-36823	Plant Material(One(1) plastic bag with plant material)
1035	C11-202	11-37412	Powder(One(1) plastic bag with foil with white grain substance, syringe)
1036	C11-203	11-37884	Plant Material(One(1) green metal grinder with plant material residue, one(1) silver bob marly metal grinder with plant material residue)
1037	C11-138	11-28665	Plant Material (Several Vacuum bags with plant material)
1038	C11-179	11-34406	Pills(One(1) bottle of oxycodone with seventy three(73) pills, One(1) bottle of oxycodone with one hundred six (106) pills, one(1) box with twelve (12) patches of fetanyl)
1039	C11-174	11-33555	Rocks(One(1) glass container with two(2) white rocks)
1040	C11-175	11-33754	Plant material (One(1) plastic bag with one(1) plastic bag with plant material)
1041	C11-176	11-33858	Pills(One(1) small brown vial with nineteen (19) small tablets)
1042	C11-178	11-34258	Pill(One(1) blue pill)
1043	C11-165	11-32812	Rock(One(1) black sock with one(1) plastic bag with rock like substance)
1044	C11-166	11-32852	Plant Material (One(1) plastic bag with plant material)
1045	C11-167	11-32921	Pills(Two(2) pills)
1046	C11-169	11-32167	Pills(Nineteen (19) penicillin pills)
1047	C11-172	11-33234	Plant Material (One(1) plastic bag with four(4) red plastic bags with plant material)
1048	C11-161	11-32319	Plant Material (One(1) plastic bag with plant material)

1049	C11-162	11-32640	Plant Material (One(1) digital scale)
1050	C11-163	11-32432	Rocks(One(1) black plastic bag with four(4) white rocks)
1051	C11-164	11-32460	Plant Material (One(1) small plastic bag with plant material)
1052	C11-099	11-18697	Plant Material (One(1) plastic bag with two(2) pipes, digital scale and napkins)
1053	C11-159	11-31975	Plant Material (One(1) pipe, one(1) digital scale, one(1) blue plastic bag with plant material, one(1) plastic bag with three(3) seeds)
1054	C11-154	11-31293	Plant Material (Ten(10) supernova bottles with plant material substance, seven (7) bloody mary bottles with plant material substance, ten(10) packs of madder hatter with plant material substance, one(1) pack of revelation ultra with salt substance)
1055	C11-156	11-31476	Plant Material (Scale, Plant Material)
1056	C11-160	11-32029	Plant Material (One(1) large glass bong)
1057	C11-006	11-0582	Powder(One(1) plastic bag with one(1) plastic bag with white powder)
1058	C11-008	11-0583	Rock(One(1) plastic bag with two(2) small white rock like substance)
1059	C11-010	11-1187	Plant Material (One(1) plastic bag with one(1) hand rolled cigarette with plant material)
1060	C11-011	11-1074	Plant Material (One(1) glass pipe with plant material)
1061	C11-014	11-1582	Plant Material (One(1) plastic bag with plant material)
1062	C11-016	11-01996	Rocks(One(1) plastic bag with two(2) white rocks)
1063	C11-019	11-03270	Plant Material (One(1) plastic bag with plant material)
1064	C11-020	11-13689	Plant Material (One(1) small plastic bag with one(1) roach)
1065	C11-021	11-03837	Plant Material (One(1) silver colored key chain with one(1) plastic bag with plant material, ten(10) white pills, one(1) blue pill, one(1) cigarette lighter, one(1) marijuana pipe0
1066	C11-023	11-04440	Plant Material (One(1) plastic bag with plant material)
1067	C11-026	11-04762	Rock(Two(2) plastic bags with white rock like substance)
1068	C11-033	11-06283	Plant Material (One(1) small plastic bag with plant material)
1069	C11-048	11-09359	Rock(One(1) plastic bag with one(1) white rock like substance)
1070	C11-049	11-09361	Rock(One(1) plastic bag with two(2) white rock like substance)
1071	C11-051	11-09478	Plant Material (One(1) plastic bag with top paper, one(1) plastic with plant material, one(1) partially smoked white roach)
1072	C11-057	11-059	Liquid(Ten(10) syringes, one(1) spoon, two(2) cigarette lighters, one(1) prescription bottle with liquid substance, one(1) plastic bag with three(3) white paper baggies with brown substance)
1073	C11-061	11-09242	Plant Material (One(1) small plastic bag with plant material)
1074	C11-085	11-16566	Rock(One(1) plastic bag with one(1) white rock)
1075	C11-087	11-17020	Plant Material (One(1) plastic bag with plant material)
1076	C11-088	11-17091	Plant Material (One(1) plastic bag with plant material)

1077	C11-089	11-17416	Plant Material (One(1) piece of paper with plant material, and one(1) half cut white pill)
1078	C10-090	11-15286	Plant Material (One(1) plastic bag with plant material, one(1) hand rolled cigarette in brown paper with plant material)
1079	C11-093	11-17744	Plant Material (Digital scale, grinder with plant material residue, one(1) plastic bag with four (4) roaches with plant material, pipe)
1080	C11-094	11-?	Plant Material (One(1) small container with small amount of plant material)
1081	C11-068	11-11773	Plant material (One(1) brown paper bag with silver grinder with plant material residue)
1082	C11-071	11-12329	Plant Material (One(1) silver grinder with plant material residue)
1083	C11-074	11-13662	Plant Material (One(1) glass pipe with plant material residue)
1084	C11-075	11-13646	Plant Material (One(1) pill bottle with plant material, grinder, digital scale, one(1) gatorade bottle bong)
1085	C11-076	11-13927	Rocks(One(1) plastic bag with nine(9) rocks)
1086	C11-077	11-14385	Plant Material (One(1) blue glass bong, grinder (1-revolver cylinder)
1087	C11-080	11-15895	Rock(One(1) plastic bag with white rock like substance)
1088	C11-083	11-16052	Plant Material (Three(3) plastic bags with plant material)
1089	C11-084	11-16029	Rock(One(1) plastic bag with small flakes of an off white substance)
1090	C11-095	11-18583	Plant Material (One(1) plastic bag with plant material, one(1) foil with plant material)
1091	C11-100	11-19787	Plant Material (One(1) white envelope with plant material and two(2) plastic bags with plant material)
1092	C11-102	11-19923	Rock(One(1) empty red plastic bag, one(1) red plastic bag with rock like substance, one(1) clear plastic bag with rock like substance, one(1) clear plastic bag with white rock like substance)
1093	C11-105	11-20283	Powder(One(1) plastic bag with powder white substance)
1094	C11-111	11-21001	Plant Material (Cellophane wrap with plant material)
1095	C11-112	11-21032	Pills(One(1) small green plastic bag with two(2) pills)
1096	C11-116	11-21838	Powder(Seven(7) plastic bag with white powder substance, one(1) plastic bag with two(2) yellow rock like substance)
1097	C11-121	11-23642	Plant Material (Paper roller, napkin with plant material)
1098	C11-122	11-23078	Rocks(One(1) plastic bag with five(5) white rock objects)
1099	C11-127	11-25769	Pills(One(1) container with five(5) pills)
1100	C11-152	11-30655	Plant Material (Glass pipe with plant material)
1101	C11-126	11-25423	Pills(One(1) plastic bag with four(4) pills)
1102	C11-128	11-26156	Pills(One(1) plastic bag with misc. pills)
1103	C11-132	11-26994	Plant Material (One(1) plastic bag with plant material)
1104	C11-134	11-27458	Potpourri(One(1) pipe, one(1) pack of aromatic potpourri)
1105	C11-139	11-28651	Plant Material (One(1) partially smoked hand rolled cigarette with plant material)
1106	C11-142	11-28701	Plant Material (One(1) plastic bag with plant material)

1107	C11-143	11-28876	Plant Material (One(1) plastic bag with plant material)
1108	C11-144	11-29143	Plant Material (One(1) small plastic bag with plant material)
1109	C11-145	11-29559	Plant Material (One(1) plastic bag with seven(7) small yellow plastic bag with plant material)
1110	C11-149	11-30069	Plant Material (One(1) plastic bag with three(3) plastic bags with plant material)
1111	C11-150	11-30164	Plant Material (One(1) Plastic bag with plant material)
1112	C11-151	11-30434	Plant Material (One(1) brown pill bottle with plant material)
	2012		
1113	C12-001	12-102	Plant Material (One(1) plastic bag with plant material)
1114	C12-002	12-110	Plant Material (One(1) plastic bag with plant material)
1115	C12-003	12-441	Liquid (Two(2) plastic spoons with brown and red unknown substance)
1116	C12-009	12-853	Plant Material (Four(4) small yellow plastic bags with plant material)
1117	C12-011	12-1051	Plant Material (One(1) plastic bag with two (2) plastic bags with plant material)
1118	C12-012	12-1328	Powder (#1)Two(2) plastic bags with white substance, #2) One(1) glass pipe)
1119	C12-013	12-1424	Plant Material (One(1) plastic bag with plant material)
1120	C12-015	12-1536	Plant Material (Empty vodka liquor bottle, smoking pipe with broken piece, sock with pipe, grinder, empty soda bottle)
1121	C12-016	12-1563	Plant Material (Two(2) plastic bags with plant material)
1122	C12-017	12-02161	Plant Material (One(1) plastic bag with two(2) plastic bags with plant material)
1123	C12-020	12-02345	Plant Material (One(1) container with thirteen (13) plastic bags with plant material, one(1) plastic bag with misc. empty plastic bags)
1124	C12-021	12-02427	Rock (One(1) plastic bag with white rock like substance)
1125	C12-023	12-02837	Plant Material (One(1) plastic bag with plant material)
1126	C12-025	12-02955	Seeds (One(1) plastic bag with one(1) plastic bag with seeds)
1127	C12-027	12-03147	Rock (One(1) plastic bag with rocks)
1128	C12-028	12-03361	Plant Material (One(1) plastic bag with plant material)
1129	C12-029	12-03799	Plant Material (One(1) plastic bag with plant material)
1130	C12-030	12-03872	Plant Material (One(1) plastic bag with plant material)
1131	C12-031	12-04203	Plant Material/Rock (One(1) small plastic bag with plant material, one(1) blue glove with small plastic bag with rock like substance)
1132	C12-033	12-04358	Plant Material/Rock (One(1) plastic bag with green plant material, one(1) plastic bag with off white rock like substance)
1133	C12-038	12-05324	Plant Material (One(1) plastic bag with plant material)
1134	C12-039	12-05400	Plant Material (Glass cigarette)
1135	C12-040	12-05354	Plant Material (Black purse with lighter, grinder, push rod, pipe, three(3) small plastic bags, small plastic bag

			with marijuana, small pair of scissors)
1136	C12-042	12-05438	Rock (Glass crack smoking stem)
1137	C12-043	12-05697	Plant Material (One(1) small black plastic bag with plant material)
1138	C12-044	12-05716	Rock (One(1) crack pipe)
1139	C12-046	12-06349	Plant Material (One(1) plastic bag with plant material)
1140	C12-048	12-06628	Plant Material (One(1) small blue plastic bag with plant material)
1141	C12-049	12-02839	Plant Material (One(1) plastic bag with three(3) hand rolled cigarettes with plant material)
1142	C12-050	12-07036	Pills (three (3) white pills inside plastic bag)
1143	C12-052	12-06948	Rock (Red Cigar tube with small amount of crack)
1144	C12-054	12-07530	Rock (One(1) yellow tube with pipe)
1145	C12-056	12-07467	Liquid (spoon with red substance, two(2) tubes with red substance, syringe, red substance)
1146	C12-058	12-08144	Rock (One(1) plastic bag with off white rock)
1147	C12-059	12-08215	Plant Material (One(1) plastic bag with plant material)
1148	C12-060	12-08252	Plant Material (One(1) plastic bag with plant material)
1149	C12-061	12-08334	Plant Material (One(1) plastic bag with plant material)
1150	C12-062	12-08400	Plant Material (One(1) envelope with gum pack with plant material)
1151	C12-063	12-08693	Plant Material (One(1) plastic bag with plant material)
1152	C12-066	12-09370	Plant Material (One(1) small black plastic bag with plant material)
1153	C12-068	12-09579	Plant Material (#1) One(1) large plastic bag with large amount of plant material, #2) One(1) large plastic bag with multiple plastic bags, #3) One(1) envelope with multiple bags)
1154	C12-070	12-09712	Plant Material (Two(2) plastic bags with plant material)
1155	C12-071	12-09865	Rock (One(1) plastic bag with one(1) plastic bag with white substance)
1156	C12-072	12-10316	Plant Material (One(1) plastic bag with plant material)
1157	C12-073	12-10397	Plant Material (One(1) plastic bag with plant material)
1158	C12-074	12-10581	Plant Material (One(1) small plastic bag with plant material)
1159	C12-075	12-10928	Plant Material (One(1) plastic bag with plant material)
1160	C12-078	12-11226	Plant Material (Cellophane wrap with plant material)
1161	C12-083	12-11611	Plant Material (One(1) plastic bag with seeds, two(2) empty red plastic bags, one(1) empty green plastic bag and One(1) empty clean plastic bag)
1162	C12-084	12-11750	Plant Material (One(1) plastic bag with one(1) small green plastic bag with plant material)
1163	C12-085	12-11924	Rock (Glass pipe)
1164	C12-086	12-12291	Plant Material (One(1) plastic bag with plant material)
1165	C12-087	12-13050	Plant Material (One(1) plastic bag with plant material)
1166	C12-088	12-13321	Rock (One(1) plastic bag with white rock like object)

1167	C12-089	12-13687	Plant Material (One(1) plastic bag with plant material , one(1) pipe with plant material)
1168	C12-091	12-13971	Plant Material (One(1) black plastic bag with plant material)
1169	C12-092	12-13950	Plant Material (One(1) plasttic bag with plant material)
1170	C12-095	12-15223	Powder (Small envelope with white powder substance with straw and tin foil)
1171	C12-096	12-15424	Plant Material (One(1) small yellow plastic bag with plant material and marijuana roach, one(1) blue plastic bag with three(3) marijuana roaches)
1172	C12-098	12-16070	Liquid (One(1) glass jar with sage and one(1) plastic bag with (2) two chunks of brown substance)
1173	C12-100	12-15927	Plant Material (#1) One(1) empty plastic bag, three(3) empty mason jars, one(1) mason jar with empty plastic bags four(4) digital scales, two(2) boxes of sandwich bags, three(3) ziplock bags with digital scales with plant material four(4) plastic bags with misc pills, one(1) pill bottle with four hundred-two (402) pills. #2) two (2) large ziplock plastic bags with plant material, black plastic bag with forty-five (45) plastic bags with plant material, eighteen (18) red plastic bags with plant material seven(7) blue plastic bags with plant material, one(1) empty plastic bag, four (4) plastic bags with misc empty red plastic bag, one(1) plastic bag with misc blue empty plastic bag, plastic bag with misc green plastic bags)
1174	C12-101	12-16316	Plant Material (One(1) small plastic bag with plant material)
1175	C12-102	12-16546	Plant Material (Plant material, tube with substance, rubber gloves)
1176	C12-104	12-16894	Plant Material (One(1) plastic bag with plant material)
1177	C12-105	12-16799	Plant Material (Black plastic bag with plant material)
1178	C12-106	12-16622	Plant Material (#1) One(1) large red and silver bong, #2) one(1) large glass bong, #3) one (1) large vanilla colored storage bin)
1179	C12-107	12-17303	Synthetic (Four (4) packs of synthetic drugs)
1180	C12-108	12-18122	Synthetic (Cigarette pipe, foil package containing k-2 synthetic marijuana)
1181	C12-110	12-18435	Powder (One(1) small envelope with plastic bag with white substance)
1182	C12-112	12-19049	Plant Material (One(1) plastic bag with plant material)
1183	C12-113	12-18946	Plant Material (One(1) plastic bag with plant material)
1184	C12-114	12-19218	Plant material (one(1) plastic bag with plant material)
1185	C12-115	12-19406	Powder (One(1) plastic bag with white rock powder)
1186	C12-116	12-19680	Rock (One(1) plastic bag with one(1) plastic bag with white substance)
1187	C12-117	12-19777	Plant Material (One(1) plastic bag with plant material)
1188	C12-118	12-19690	Rock (One(1) crack pipe)
1189	C12-119	12-19337	Plant Material (Five(5) plastic bags with plant material)
1190	C12-122	12-20892	Plant Material (One(1) plastic bag with plant material)
1191	C12-123	12-20983	Plant Material (One(1) plastic bag with plant material)
1192	C12-124	12-20982	Plant Material (One(1) plastic bag with plant material)

1193	C12-125	12-21404	Plant Material (One(1) grinder with plant material residue)
1194	C12-126	12-21512	Plant Material (One(1) plastic bag with plant material)
1195	C12-127	12-21759	Plant Material (One(1) plastic bag with plant material)
1196	C12-128	12-22050	Plant Material (One(1) piece of plastic with plant material)
1197	C12-129	12-22075	Rocks(Crack pipe, push stick , three (3) white rocks)
1198	C12-130	12-21931	Liquid(Hypo needle capped, spoon with residue, pen cap with rubberband, piece white paper, q-tip, sm plastic bag)
1199	C12-131	12-22410	Plant Material (One(1) small plastic bag with plant material)
1200	C12-133	12-22566	Plant Material/Rock (One(1) plastic bag with rock like substance, One(1) plastic bag with plant material)
1201	C12-134	12-22753	Plant Material (One(1) plastic bag with plant material)
1202	C12-135	12-23247	Plant Material (One(1) plastic bag with plant material)
1203	C12-137	12-23167	Rock (One(1) plastic bag with white rock substance)
1204	C12-138	12-23943	Plant Material (One(1) plastic bag with plant material)
1205	C12-142	12-24150	Powder (One(1) plastic bag with white powder)
1206	C12-143	12-21005	Plant Material (One(1) partially smoked hand rolled cigarette in white and green plastic bag)
1207	C12-146	12-24634	Plant Material (One(1) yellow package of top rolling papers, two(2) hand rolled cigarettes in white paper with plant material, one(1) marijuana roach)
1208	C12-148	12-24841	Plant Material (One(1) small purple plastic bag with plant material)
1209	C12-149	12-24383	Plant Material (One(1) plastic bag with plant material and seeds)
1210	C12-150	12-24907	Plant Material (Bags, Jar)
1211	C12-151	12-25139	Plant Material (One(1) plastic bag with plant material)
1212	C12-152	12-25040	Plant Material (One(1) plastic bag with plant material)
1213	C12-153	12-25078	Plant Material (One(1) glass jar with plant material residue)
1214	C12-154	12-25683	Pill (Letter with pink broken pill)
1215	C12-156	12-27919	Plant Material (#1) One(1) plastic bag with plant material w/ stem; #2) One(1) plastic bag with glass pipe with residue, grinder, glass pipe wrapped in tissue paper)
1216	C12-161	12-28864	Plant Material (One(1) small plastic bag with plant material)
1217	C12-164	12-29047	Rock(One(1) bottle with white rock substance)
1218	C12-165	12-29523	Plant Material (One(1) Envelope with two(2) small plastic bags with plant material)
1219	C12-166	12-30023	Rock(One(1) plastic bag with white rock like substance)
1220	C12-168	12-27776	Pills/Powder(plastic bag with ten(10) pills, two(2) empty prescription bottles, prescription bottle with q-tips syringe, silver grinder, two(2) plastic containers with earplugs, tin container with q-tips, plastic tub, pink plastic container with white residue, spoon, plastic bag, measuring spoon)
1221	C12-169	12-30069	Rocks/Plant Material (One(1) plastic ab with one(1) partially smoked hand rolled cigarette, white rocks)
1222	C12-170	12-30432	Plant Material (One(1) plastic bag with plant material)

1223	C12-171	12-30549	Plant Material (One(1) plant material inside plastic bag)
1224	C12-172	12-30612	Plant Material(Ashtray, grinder with partiall smoked hand rolled cigarettes with plant material residue, plastic bag
			with plant material, cigar box with hand rolled cigarette and partially smoked hand rolled cigarette with
			plant material, cigar box with two(2) cigars)
1225	C12-173	12-30859	Plant Material (One(1) small plastic bag with plant material)
1226	C12-175	12-31238	Powder(three(3) plastic bag with white substance)
1227	C12-177	12-25607	Plant Material (Three(3) plastic bags with plant material)
1228	C12-179	12-32551	Plant Material (One(1) plastic bag with plant material)
1229	C12-180	12-34187	Plant Material(Box with a box with large plastic bag with plant material, one(1) bag of potpourri)
1230	C12-184	12-33824	Plant Material(one(1) plastic bag with plant material)
1231	C12-185	12-33925	Plant Material (One(1) one dollar bill with plant material)
1232	C12-187	12-34845	Plant Material (One(1) brown cigarette with plant material, one(1) plastic bag with plant material)
1233	C12-188	12-32845	Pills(One(1) pill bottle with several pills)
1234	C12-191	12-35745	Plant Material(One(1) glass jar with plant material)
1235	C12-194	12-36231	Plant Material (Grinder, Glass pipe)
1236	C12-195	12-36798	Plant Material (One(1) plastic bag with plant material)
1237	C12-197	12-36811	Plant Material (One(1) plastic bag with plant material)
1238	C12-199	12-36970	Plant Material(One(1) container with five (5) rolled cigarettes)
1239	C12-200	12-36968	Plant Material (One(1) plstic bag with plant material)
1240	C12-201	12-37255	Plant Material (One(1) plastic bag with plant material)
1241	C12-202	12-37147	Plant Material (One(1) plastic bag with plant material)
1242	C12-203	12-37275	Pills/Powder (Four(4) spoons with residue, plastic bag with two(2) pills, one(1) container with four(4) pills,
			five (5) syringes, brown plastic box with packet with tan powder)
1243	C12-205	12-37559	Plant Material (One(1) plastic bag with plant material)
1244	C12-206	12-37587	Plant Material (Green leafy plant like substance)
1245	C12-208	12-37736	Plant Material (One(1) plastic bag with one(1) plastic bag with plant material)
1246	C12-209	12-37730	Pills(One(1) plastic bag with two(2) pills)
1247	C12-211	12-37937	Plant Material (One(1) plastic bag with Plant material)
1248	C12-212	12-38163	Plant Material (Six (6) small plastic bags with plant material, one(1) shell casing)
1249	C12-218	12-38646	Plant Material (One(1) plastic bag with plant material)
1250	C12-216	12-38581	Pills (One(1) orange pill with thirty nine(39) white pills)
1251	C12-219	12-38740	Plant Material (Mason jar with plant material, glass pipe)
1252	C12-220	12-39229	Powder (One(1) plastic baggie with off white powder substance)
1253	C12-222	12-39200	Plant Material (One(1) paper towel roll, one(1) wooden pipe with plant material)

1254	C12-223	12-39450	Plant Material (Plant material)
1255	C12-190	12-35585	Plant Material (One(1) plastic bag with plant material)
	2013		
1256	C13-002	13-260	Plant Material (One(1) plastic bag with plant material)
1257	C12-004	13-417	Plant Material (Silver/Blue pipe with burn residue, brown/tan grinder with residue)
1258	C13-005	13-583	Plant Material (One(1) plastic bag with plant material)
1259	C13-006	13-889	Plant Material (One(1) small blue plastic bag with plant material)
1260	C13-007	13-923	Rock (One(1) plastic bag with white rock like substance)
1261	C13-011	13-1145	Plant Material (One(1) plastic bag with four(4) plastic bags with plant material)
1262	C13-012	13-1160	Pills (One(1) prescription pill bottle with misc. pills, misc loose pills)
1263	C13-013	13-1435	Plant Material (One(1) small red plastic bag with plant material)
1264	C13-014	13-2417	Plant Material (One(1) plastic bag with blunt package with blunt)
1265	C13-018	13-3042	Plant Material (One(1) large blue bong, one(1) glass pipe)
1266	C13-019	13-3115	Plant Material (One(1) plastic bag with plant material)
1267	C13-024	13-3654	Plant Material (One(1) plastic bag with plant material)
1268	C13-023	13-3708	Plant Material (One(1) plastic bag with two(2) small plastic bags with plant material)
1269	C13-025	13-3886	Powder (One(1)spoon with white substance)
1270	C13-027	13-4049	Plant Material (One(1) plastic bag with plant material)
1271	C13-029	13-4189	Plant Material (One(1) plastic bag with plant material)
1272	C13-030	13-3867	Rock (One(1) plastic bag with one (1) white rock like substance)
1273	C13-031	13-4133	Plant Material (One(1) plastic bag with grinder and plant material)
1274	C13-032	13-4328	Rock (One(1) glass tube with stem)
1275	C13-035	13-5078	Plant Material (two(2) pill bottles with plant material)
1276	C13-038	13-5407	Rock (One(1) newport box with two(2) glass pipes, one(1) stick
1277	C13-042	13-6170	Pills (One(1) prescription bottle of Amitriptline HCL, with ninety(90) pills, empty prescription bottle)
1278	C13-047	13-6477	Plant Material (Glass Pipe)
1279	C13-048	13-6637	Plant Material (One(1) plastic bag with plant material)
1280	C13-050	13-7140	Plant Material (One(1) plastic bag with plant material)
1281	C13-051	13-2870	Plant Material (One(1) plastic bag with plant material)
1282	C13-054	13-7689	Plant Material (One(1) plastic bag with plant material)
1283	C13-055	13-8517	Plant Material (One(1) partially smoked hand rolled cigarette white in color with plant material)
1284	C13-056	13-8174	Plant Material (One(1) plastic bag with green plant like material)
1285	C13-059	13-9472	Plant Material (One(1) plastic bag with ten(10) small plastic bags that containe plant material)
1286	C13-062	13-10826	Plant Material (One(1) yellow plastic baggy with plant material)

1287	C13-064	13-11645	Plant Material(One(1) clear/multi-colored glass pipe with residue)
1288	C13-070	13-12273	Powder (One(1) blue glove with one(1) plastic baggy with white powder)
1289	C13-077	13-13818	Plant Material (one(1) plastic bag with one(1) plastic bag with plant material)
1290	C13-081	13-13302	Plant Material (One(1) black plastic bag with plant material)
1291	C13-091	13-15123	Pills(eight(8) nasal decongestant tablets)
1292	C13-092	13-15315	Plant Material (One(1) plastic bag with plant material)
1293	C13-095	13-15415	Pills(Marlboro cigarette box with plastic bag with seven pills)
1294	C13-096	13-15552	Powder (One(1) plastic bag with white powder substance)
1295	C13-097	13-15656	Plant Material (One(1) plastic bag with plant material)
1296	C13-102	13-16350	Plant Material (One(1) plastic bag with plant material)
1297	C13-104	13-17447	Plant Material(#1(Pill bottle with small amount of plant material #2)one(1) pipe #3) one(1) screwdriver
1298	C13-105	13-17791	Plant Material (One(1) plastic bag with one(1) yellow plastic bag with plant material, one(1) chain of custody
1299	C13-106	13-18038	Plant Material (One(1) plastic bag with plant material)
1300	C13-107	13-12957	Plant Material (One(1) plastic bag with plant material)
1301	C13-108	13-16285	Plant Material (One(1) plastic bag with plant material)
1302	C13-110	13-18266	Plant Material (One(1) plastic bag with plant material)
1303	C13-113	13-20027	Plant Material (Three (3) marijuana plants)
1304	C13-114	13-20298	Plant Material (Eleven(11) plastic bags with plant material, one(1) plastic bag with plastic bag with plant material)
1305	C13-115	13-20153	Plant Material (Plastic bag with plastic case with hand rolled cigarette with plastic material with ashes)
1306	C13-116	13-20341	Powder (One(1) blue rubber glove with white powder substance)
1307	C13-121	13-20516	Plant Material (One(1) small orange package with one(1) small plastic bag with plant material)
1308	C13-124	13-21709	Plant Material (One(1) plastic bag with plant material)
1309	C13-125	13-21904	Plant Material(One(1) plastic bag with one(1) small plastic bag with plant material, one(1) plastic bag with one(1) plastic container with white tissue with plant material)
1310	C13-127	13-22159	Pills (One(1) orange pill bottle with misc colored pills)
1311	C13-130	13-22509	Plant Material (Black and gray eyeglass case with plant material)
1312	C13-132	13-18535	Powder(#1-One(1) cardboard box with plastic wrapping and one(1) plastic bottle with white powder substance #2) Two(2) gray vehicle floor mats and plastic wrapping with white powder residue)
1313	C13-135	13-22560	Pills (White plastic bag with one(1) orange pill bottle with one(1) blue pills, one(1) orange pill bottle with twenty-one(21) off white pills, one(1) white pill bottle with eight(8) green and white pills and misc wipes and bandages)
1314	C13-137	13-20347	Plant Material (one(1) plastic bag with plant material residue)
1315	C13-139	13-23315	Plant Material (large plastic bag with seven(7) plastic containers with plant material)
1316	C13-140	13-23291	Pills (One(1) pill bottle with misc white pills)

1317	C13-141	13-23371	Plant Material(One(1) plastic bag with plant material and one(1) glass smoking pipe)
1318	C13-142	13-23592	Pills (one(1) plastic bag with three and half (3.5) orange pills)
1319	C13-143	13-23644	Plant Material (One(1) plastic bag with one(1) partially smoked hand rolled cigarette with plant material)
1320	C13-150	13-25224	Pills (One(1) plastic bag with misc white pills)
1321	C13-151	13-25481	Plant Material (One(1) plastic bag with plant material)
1322	C13-152	13-25601	Rock/Plant Material (One(1) plastic bag with plant material and one(1) newport cigarettes box with white rock like substance)
1323	C13-155	13-25888	Plant Material (One(1) gray wallet with one(1) plastic bag with plant material, two(2) partially smoked hand rolled cigarettes with plant material, one(1) pack of rolling papers)
1324	C13-159	13-26934	Plant Material (One(1) plastic bag with plant material, one(1) grinder, one(1) glass smoking pipe, one(1) glass bong)
1325	C13-160	12-29490	Rock (one(1) plastic bag with one(1) off white rock like substance)
1326	C13-165	13-27748	Pills/Plant Material (One(1) black sock with two(2) glass pipes, one(1) bottle of opana with nineteen(19) gray pills one(1) prescription bottle with three(3) blue pills, one(1) white pille, one(1) small yellowish rock, one(1) small brown plastic bottle with plant material, one(1) scale, One(1) black box with ten(10) alieve pills, four (4) small boxes with glass pipes, one(1) plastic bag with paperwork)
1327	C13-166	13-27985	Plant Material (One(1) plastic bag with one(1) red plastic bottle and small amount of plant material)
1328	C13-168	13-28271	Rock (One(1) plastic bag with white rock like residue)
1329	C13-175	13-29393	Rock (one(1) plastic bag with an off white rock like substance)
1330	C13-176	13-29311	Plant Material (Two(2) small blue plastic bag's with several partially smoked hand rolled cigarettes with plant material)
1331	C13-180	13-28784	Plant Mateiral (One(1) plastic bag with plant material)
1332	C13-184	13-30111	Plant Material (One(1) plastic bag with plant material)
1333	C13-191	13-31249	Plant Material (two(2) plastic bags with plant material)
1334	C13-195	13-31430	Powder (One(1) plastic bag with white powder substance)
1335	C13-197	13-31683	Plant Material (One(1) plastic bag with plant material)
1336	C13-198	13-31811	Rock/Powder (One(1) plastic bag with two(2) rock like substance, one(1) ziplock bag with one(1) plastic bag with white powder substance, one(1) silver container with one(1) white rock like substnace, one(1) pill bottle with thirty-seven(37) green pills)
1337	C13-199	13-32092	Plant Material (One(1) plastic bag with plant material)
1338	C13-200	13-32194	Rock (One(1) plastic bag with one(1) crack pipe)
1339	C13-203	13-32506	PLANT MATERIAL (One(1) plastic bag with residue, glass pipe)
1340	C13-204	13-32481	Synthetic (Thirteen (13) plastic bags with brown potporri substance)
1341	C13-208	13-32991	Plant Material (One(1) glass jar with plant material)
1342	C13-209	13-24921	Plant Material (Black plastic bag with eight(8) small plastic bags with plant material)

1343	C13-211	13-33655	Plant Material (one(1) plastic bag with plant material)
1344	C13-211	13-33655	Plant Material (One(1) plastic bag with plant material)
1345	C13-214	13-34166	Plant Material (One(1) small plastic bag with plant material)
1346	C13-215	13-34791	Rock (One(1) plastic bag with white rock like substance)
1347	C13-216	13-34966	Plant Material (One(1) plastic bag with plant material)
1348	C13-217	13-35045	Rock (One(1) plastic bag with one(1) white rock like substance)
1349	C13-220	13-35754	Rock (One(1) plastic bag with crushed white rock like substance)
1350	C13-222	13-35982	Plant Material (One(1) plastic bag with plant material)
1351	C13-224	13-36237	Plant Material (One(1) plastic bag with plant material)
1352	C13-226	13-36570	Plant Material (One(1) plastic bag with plant material)
1353	C13-227	13-36658	Plant Material (Black and white pouch with one(1) pipe and two(2) plastic bags with plant material)
1354	C13-228	13-36719	Rock (One(1) pill bottle with plastic bag with white rock like substance)
1355	C13-230	13-37216	Plant Material (One(1) plastic bag with plant material)
1356	C13-231	13-37357	Plant Material (Four(4) small plastic bags with plant material)
1357	C13-232	13-37358	Plant Material (One(1) plastic bag with plant material)
1358	C13-234	13-37495	Plant Material (Four(4) small plastic bags with plant material)
1359	C13-235	13-37496	Rock(One(1) plastic bag with misc pieces of an off white rock like substance)
1360	C13-236	13-37497	Plant Material (Gray Plastic Bag with plant material)
1361	C13-237	13-37552	Pills (Misc. white pills)
1362	C13-239	13-37841	Pills (One(1) prescription bottle with twelve(12) white pills)
1363	C13-240	13-37932	Plant Material (Three (3) plastic bags with plant material)
1364	C13-241	13-38149	Plant Material (#1- One(1) plastic bag with small amount of plant material, stems, and one(1) marijuana roach #2- Two (2) plastic bags)
1365	C13-243	13-38657	Plant Material (two(2) plastic bags with plant material)
1366	C13-244	13-38534	Plant Material (one(1) glass jar with plant material, one(1) grinder and one(1) smoking pipe)
1367	C13-245	13-39122	Plant Material (One(1) small plastic bag with plant material)
1368	C13-247	13-39214	Plant Material (One(1) plastic bag with plant material)
1369	C13-248	13-39343	Plant Material (One(1) plastic bag with plant material)
1370	C13-249	13-39475	Plant Material (One(1) plastic bag with plant material)
1371	C13-252	13-39341	Plant Material (One(1) plastic bag with plant material)
1372	C13-253	13-39342	Plant Material (One(1) plastic bag with plant material)
1373	C13-260	13-40444	Plant Material (One(1) plastic bag with plant material)
1374	C13-261	13-40503	Plant Material (One(1) plastic bag with plant material)
1375	C13-262	13-40656	Pills(One(1) white envelope with misc yellow and white pills)

1376	C13-263	13-40797	Plant Material (One(1) plastic bag with plant material)
1377	C13-267	13-41711	Rock (One(1) plastic bag with and off white rock like substance)
1378	C13-045	13-06341	Plant Material (Lighter, pipe, plastic bag with plant material)
1379	C13-061	13-?	Rock(one(1) plastic baggy with one(1) plastic baggy with one(1) large off whiterock, one(1) plastic



CITY OF COLUMBIA
AGENDA MEMORANDUM

MEETING DATE: July 15, 2014

DEPARTMENT: Public Works

FROM: *Robert Anderson,*

SUBJECT: Installation of Speed Humps on Elmwood Avenue

FINANCIAL IMPACT: na

Council is asked to approve the Installation of Two (2) Speed Humps on Elmwood Avenue. - **Note:** The Speed Humps will be installed in the 2300 and 2400 blocks of Elmwood Avenue.

ATTACHMENTS:

- elmwood_avenue_speed_humps (PDF)



EVERYONE COUNTS, EVERYONE CONTRIBUTES, EVERYONE BENEFITS

CITY OF COLUMBIA
PUBLIC WORKS DEPARTMENT
TRAFFIC ENGINEERING DIVISION

INTEROFFICE MEMORANDUM

TO: Robert Anderson, Director of Public Works
FROM: David D. Brewer, City Traffic Engineer 
SUBJECT: Traffic Calming – Elmwood Avenue near Barhamville Road
DATE: July 3, 2014

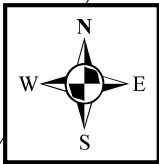
In response to a request from local residents, traffic volume/speed surveys were conducted on Elmwood Avenue relative to the need for additional traffic control.

The roadways in the area are two-lane residential streets, owned and maintained by the City of Columbia. There is currently a three-way stop at Elmwood and Barhamville.

Based on the traffic survey, the residents have requested installation of speed humps at two locations as shown on the map. The proposed locations for the associated warning signs are also shown, and these have been reviewed by the residents. If City Council approves, please advise me, and we will proceed with the changes.

Attachment: elmwood_avenue_speed_humps (1456 : Installation of Speed Humps on Elmwood Avenue)

Elmwood Ave. & Barhamville Rd. Speed Humps



Attachment: elmwood_avenue_speed_humps (1456 : Installation of Speed Humps on Elmwood Avenue)



CITY OF COLUMBIA
AGENDA MEMORANDUM

MEETING DATE: July 15, 2014

DEPARTMENT: Public Works

FROM: Robert Anderson,

SUBJECT: Installation of Speed Humps and Multi-way Stop in the Cottontown Neighborhood

FINANCIAL IMPACT: na

Council is asked to approve the Installation of Eight (8) Speed Humps and One (1) Multi-way Stop in the Cottontown Neighborhood. - **Note:** The Speed Humps will be installed in the 1200 & 1400 blocks of Confederate Avenue; 2200 & 2400 blocks of Sumter Street; 1400 block of Victoria Street; 1400 block of Jefferson Street; 2100 & 2600 blocks of Marion Street; and the 2200 block of Wallace Street. The Multi-Way stop will be installed at the intersection of Marion Street and Victoria Street.

ATTACHMENTS:

- cottontown_speed_humps (PDF)



EVERYONE COUNTS, EVERYONE CONTRIBUTES, EVERYONE BENEFITS

CITY OF COLUMBIA
PUBLIC WORKS DEPARTMENT
TRAFFIC ENGINEERING DIVISION

INTEROFFICE MEMORANDUM

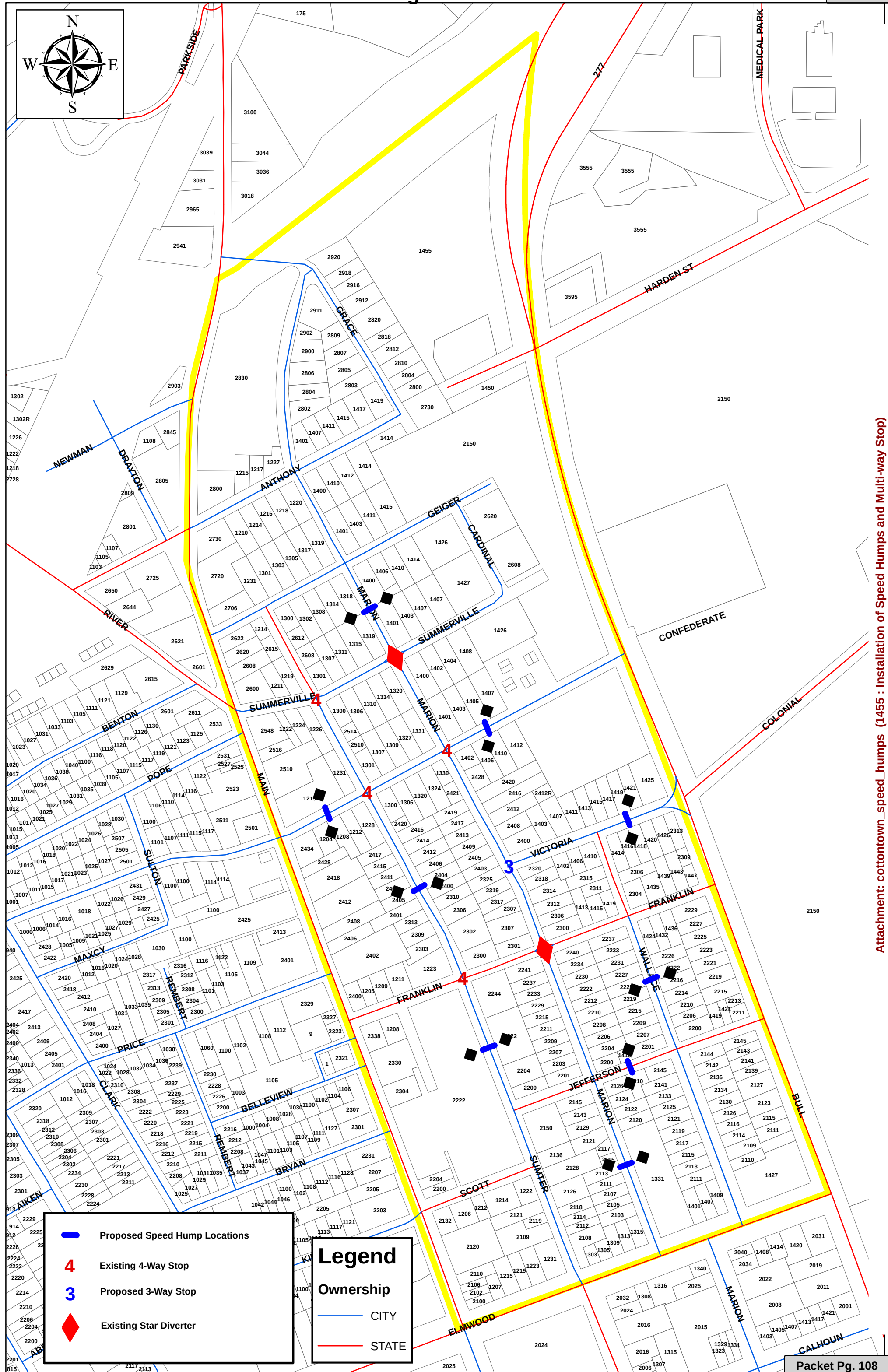
TO: Robert Anderson, Director of Public Works
FROM: David D. Brewer, City Traffic Engineer 
SUBJECT: Traffic Calming – Cottontown Neighborhood
DATE: June 23, 2014

In response to a request from the Cottontown Neighborhood Association, traffic volume/speed surveys were conducted throughout the area relative to the need for additional traffic control.

The roadways in the subdivision are two-lane residential streets, owned and maintained by the City of Columbia and SCDOT. Due to its location between Main Street and Bull Street, the neighborhood experiences a significant amount of cut-through traffic.

Based on the traffic surveys, the residents have requested installation of speed humps at eight locations and one multi-way stop as shown on the map. The proposed locations for the associated warning signs are also shown, and these have been reviewed by the residents. If City Council approves, please advise me, and we will proceed with the changes.

Attachment: cottontown_speed_humps (1455 : Installation of Speed Humps and Multi-way Stop)



Packet Pg. 108



CITY OF COLUMBIA
AGENDA MEMORANDUM

MEETING DATE: July 15, 2014

DEPARTMENT: Purchasing

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Healthcare Plan Design Changes

FINANCIAL IMPACT: Funding Source: Health Insurance Benefits / Consultant Fees 6048933-636700 - The revised contract total is \$110,000.00.

Council is asked to approve a Change Order for Additional Healthcare Plan Design Changes and Actuarial Analysis, as requested by the Budget & Program Management Office. Award to Towers Watson in the amount of \$58,701.65. This firm is located in Atlanta, GA.

ATTACHMENTS:

- purchase_health_care_plan1(PDF)



We Are Columbia

1136 Washington Street, Ste. 504, Columbia, SC 29201 • Phone: 803-545-3146 • Fax: 803-545-3147

TO: Teresa B. Wilson, City Manager
Jeff Palen, Chief Financial Officer
Pamela Benjamin, Human Resources Director

Cc: Kathy Santandreu, Purchasing

FROM: Missy Caughman, Budget & Program Management Director 

DATE: July 9, 2014

RE: Request for increase to Towers Watson contract for additional services

We are seeking City Council approval for an increase to our contract with Towers Watson for additional health care consulting, health plan design alternatives and actuarial study services. These increased services include providing alternative health plan design and contribution scenarios for active employees and retirees, provide defined dollar benefit (DDB) sensitivity model showing the impact of the changes to the DDB for retirees on the City's post-employment benefit liability. The increase is \$58,701.65 for a revised total contract of \$110,000. The funding for these services will come from the health insurance fund, account 6048933.

Should you have any questions or need additional information, please let us know.

Attachment: purchase_health_care_plan1 (1457 : Healthcare Plan Design Changes)



CITY OF COLUMBIA
AGENDA MEMORANDUM

MEETING DATE: July 15, 2014

DEPARTMENT: Purchasing

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Increase of P141775 Towers Watson

FINANCIAL IMPACT: Health Insurance Benefits/Consultant Fees (Contract)
6048933/636700

Request for the increase of purchase order P141775 by \$58,701.65 as requested by the Budget & Program Management Office.

\$58,701.65 is needed to pay the additional health care plan design changes and actuarial analysis to Towers Watson.

Current PO total:	\$51,298.35
Increase:	<u>\$58,701.65</u>
Updated grand total:	\$110,000.00

Towers Watson is located at: One Alliance Center, 3500 Lenox Road, Suite 900, Atlanta, GA

This increase will be charged as follows:

Health Insurance Benefits/Consultant Fees (Contract) 6048933/636700	\$58,701.65
--	-------------

Attachment: purchase_health_care_plan1 (1457 : Healthcare Plan Design Changes)



CITY OF COLUMBIA
AGENDA MEMORANDUM

MEETING DATE: July 15, 2014

DEPARTMENT: Administration

FROM: *Teresa Wilson, City Manager*

SUBJECT: Professional Services Contracts for Federal Lobbying Services

FINANCIAL IMPACT: Funding Source: 1011103-638300 - Note: The FY14/15 contract reflects a 10% increase to more adequately address the increased quantity and high quality of services rendered.

Council is asked to approve a Professional Services Contract for Federal Lobbying Services, as requested by the Office of Governmental Affairs. Award to CapitalEdge Strategies, LLC in the amount of \$ \$71,725.50 plus reimbursable expenses up to \$5,000.00 for a total annual amount not to exceed \$76,725.50. This firm is located in Washington, DC.

ATTACHMENTS:

- capitaledge_contract (PDF)



May 29, 2014

Ms. Teresa Wilson
 City Manager
 City of Columbia
 1727 Main Street
 Columbia SC 29201
 Via email: tbwilson@columbiasc.net

Dear Ms. Wilson:

I appreciate the opportunity to work with the City of Columbia to advance the City's federal agenda and look forward to continuing that work in the coming year. A proposed contract for continued services for July 1, 2014 – June 30, 2015 is attached. The proposed scope of services and the cost (\$65,205) are the same as the current contract.

Over the past year, major federal issues for the City of Columbia included:

- Funding for core local government programs,
- Protection of municipal bonds and
- Unfunded mandates and local authority, including enactment of the Marketplace Fairness Act.

In these past few years of sequestration and general fiscal austerity, the City has taken a lead role in efforts to minimize cuts to core local government programs such as CDBG, HOME and local law enforcement grants. The two-year bipartisan budget deal announced late last year partially and temporarily relieved some of the pressure facing domestic discretionary spending, but the City and its allies will have to redouble efforts to protect federal funding for cities in the coming years.

Protecting the tax exempt status of municipal bonds remains a top priority for local governments and Columbia has spearheaded efforts on this issue. Mayor Benjamin serves as a top national spokesperson for local governments on this issue and was recently selected as Chair of Municipal Bonds for America, a coalition of bond issuers, dealers and investors dedicated to preserving the

tax exemption for municipal bonds. As Congress looks at major tax and entitlement reform in the coming years, important provisions such as the tax exemption for municipal bonds will need to be protected.

The Senate passed its version of the Marketplace Fairness Act last year but the House has taken a more deliberative approach to the bill. Nevertheless, momentum for enactment of the bill continues to grow; local governments must leverage this momentum and continue to advocate for enactment of sales tax fairness.

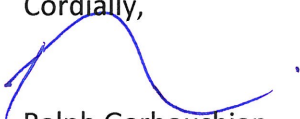
In addition, Congress has begun consideration on the reauthorization of federal highway and transit programs. Priorities for the City will include increased funding for metropolitan areas, a strong local role in decision making, a strong transit program and a strong Transportation Alternatives Program and protecting federal operating assistance for CMRTA.

Other federal issues over the past year include:

- Potential Defense Department realignment,
- A Department of Housing & Urban Development proposed rule regarding fair housing,
- Assistance for City projects, grant applications and general troubleshooting, including reinstatement of the City's Economic Development Administration (EDA) grant,
- Extension of Empowerment Zone tax provisions,
- Federal Communications Commission rulemakings that could impact local zoning authority and
- Federal operating assistance for CMRTA.

These issues and others will continue to present Columbia with opportunities and challenges in the coming year. It has been an honor and a pleasure to work with you, Mayor Benjamin, the City Council and City staff and I look forward to another productive and successful year.

Cordially,



Ralph Garboushian

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

THIS AGREEMENT entered into this 1st day of July, 2014 between The City of Columbia (hereinafter called the "City") and CapitalEdge Strategies, LLC (hereinafter called the "Professional").

WITNESSETH:

WHEREAS, the City desires to retain the services of the Professional;

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

1. EMPLOYMENT OF PROFESSIONAL

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

2. SCOPE OF SERVICES AND TIME OF PERFORMANCE

The Professional shall in a satisfactory and proper manner as determined by the City perform tasks necessary to complete the projects as outlined in Appendix A, attached hereto.

The service of the Professional is to commence as set forth in Appendix A.

3. METHOD OF PAYMENT

- A. It is agreed that in no event will the total compensation to be paid hereunder exceed the maximum sum as specified in Appendix A.
- B. Payment shall be made as follows: \$71,725.50; Payable in monthly installments of \$5,977.12 thru June 30, 2015, plus reimbursable expenses not to exceed \$5,000.00.
- C. Final payment will be made as follows: The last payment will be made during the month of June 2015 representing services for that month.
- D. Periodic payments and final payment shall be made as prescribed in Appendix A.

4. FINDINGS CONFIDENTIAL

All of the reports, information, data, records or documents of any kind, prepared or assembled by the Professional under this Contract are confidential and the Professional agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

5. ACCESS TO RECORDS

The Professional shall make available for examination all of its records with respect to all matters covered by this Contract for the purpose to audit, examine, accept and transcribe from such records, and to make audit of contracts, invoices, materials, payrolls, record of personnel, conditions of employment and other data relating to all matters covered by this Contract to the City of Columbia. All such records shall be maintained on file by the Professional, for a period not to exceed three (3) years after receipt of final payment under this Contract.

6. COPYRIGHT

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

7. AMENDMENTS

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

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

8. ASSIGNABILITY/SUBCONTRACTING

The Professional shall not assign or subcontract any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the City. The Professional shall be as fully responsible to the City for the acts and omission of his sub-professionals, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

The Professional shall furnish and cause each of its Sub-Professionals to furnish all

information and reports required hereunder and will permit access to its books, records and accounts by the City.

9. INDEPENDENT CONTRACTOR

Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The professional shall at all times remain an independent contractor with respect to the services to be performed under this agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers Compensation Insurance.

10. TERMINATION OF CONTRACT FOR CAUSE

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

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

11. TERMINATION FOR CONVENIENCE OF THE CITY

The City may terminate this Contract at any time by giving written notice to the Professional of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents and other material as described in Paragraph 5 above shall, at the option of the City, become its property.

12. INDEMNIFICATION, HOLD HARMLESS AND INSURANCE

The Professional shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out the Professional's performance or nonperformance of the services or subject matter called for in this agreement.

The Professional shall maintain commercial liability insurance at all times during the

performance of this Contract. Insurance shall be maintained in the aggregate amount of \$1 Million Dollars. The City of Columbia shall be named as an additional insured on the insurance policy, and a certificate reflecting same shall be filed with the City Manager's office.

13. INTEREST OF PROFESSIONAL

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

The Professional 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 Professional has provided a list of all of its clients with whom there may be potential conflicts with the City. This list shall be supplemented throughout the duration of this contract.

14. EQUAL EMPLOYMENT OPPORTUNITY

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

15. SEVERABILITY

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

16. COMPLIANCE WITH LOCAL LAWS

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

17. PERSONNEL

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

The Professional represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under the Contract.

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

WITNESSES AS TO CITY:

CITY OF COLUMBIA

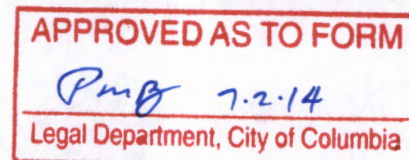
By: _____
Teresa Wilson
Its: City Manager

WITNESSES AS TO PROFESSIONAL:

CAPITALEdge STRATEGIES, LLC

By: _____
Ralph Garboushian
Its: Managing Member

Federal ID NO.: 27-0248027



APPENDIX A

AGREEMENT

BETWEEN THE CITY OF COLUMBIA

AND

CAPITALEdge STRATEGIES, INC.

1212 NEW YORK AVENUE, NW - SUITE 250

WASHINGTON, DC 20005

The Professional, Ralph Garboushian, shall perform the contract activities from July 1, 2014 to June 30, 2015 as outlined below and will be compensated according to the payment schedule below. Total compensation will not exceed \$71,725.50 for 12 months plus reimbursable expenses not to exceed \$5,000.00. Total contract cost shall not exceed \$76,725.50.

Scope of Services

- A. Professional will organize and operate a Washington office for the City and will operate as the City's Washington Assistant under the supervision of the City Manager. In this capacity the Professional will undertake the following tasks on an ongoing basis:
 1. Operate a unit to act as a Washington Office for the City. Professional will be responsible for obtaining and furnishing requisite staff, office space, utilities, furnishings, and equipment, secretarial services, common-use office supplies and services, and general administrative support;
 2. Confer with the City Manager and such other personnel as the City Manager may designate at the times and places mutually agreed to by the City Manager on all organizational planning and program activities which have a bearing on the ability of the City to make the best use of federal aid programs; and act as a Washington Assistant to the City of Columbia;
 3. Review federal executive proposals; legislation under consideration, proposed and adopted administrative rules and regulations and other Washington developments for the purpose of advising the City on her initiative of those items which may have a bearing on City policy or programs;
 4. Advise and consult on behalf of the City with the White House and the following federal agencies or departments, Commerce, SBA, Treasury, HUD, DOD, Labor, HHS, OMB, DOT, EPA, Interior, Justice, DOE and such other agencies, departments and commissions as may be necessary to the performance of full Washington service to the City Manager and the City. Additionally, the Professional will act as a liaison with the U.S. Conference of Mayors and the National League of Cities, and will furnish legislative and

administrative analyses of issues involving any and all of the above enumerated agencies and departments;

5. Secure and furnish such detailed information as may be available on federal programs in which the City indicates an interest;
- B. The City of Columbia and the Professional concur that the following exclusions shall apply to this Agreement. The Professional:
 1. Will not represent commercial or industrial establishments of the City in pursuit of federal business;
 2. Will not, by virtue of this Agreement, represent other local government agencies in Columbia except those which are instrumentalities or agencies of the City of Columbia;
 3. Will not perform any legal, engineering, accounting or other similar professional service;
 4. Will not directly or indirectly participate in or intervene in any local political campaign on behalf of or in opposition to any local candidate for public office in the City.

Note: The cost of service will be \$71,725.50 for twelve months payable in advance in equal monthly installments of \$5,977.12 commencing July 1, 2014 or upon City Council approval of this contract, whichever is later. In addition, a maximum of \$5,000.00 is allowed for reimbursable expenses incurred.



CITY OF COLUMBIA
AGENDA MEMORANDUM

MEETING DATE: July 15, 2014

DEPARTMENT: Purchasing

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Merchant Capital

FINANCIAL IMPACT: Finance Water Administration- Professional Services
5511409-636600

ORIGINAL BUDGET: None

STRATEGIC GOALS: Business Growth & Investment

I respectfully request approval for the professional services of financial advisory as requested by the Finance Department.

I ask to seek Council's approval for this contractual agreement with Merchant Capital, LLC for an initial term of two (2) years with the option to extend for two additional two (2) year term in an amount not to exceed \$450,000 per year.

Merchant Capital, LLC is located in Atlanta, GA 30305

This will be charged as follows:

Finance Water Administration- Professional Services
5511409-636600

Sec. 2-204. Competitive sealed bidding required; exceptions. All city contracts shall be awarded by competitive sealed bidding except the following as determined pursuant to definitions and standards set by regulations:

(1) Professional services where the person employed is customarily employed on a fee basis rather than by competitive bidding (examples: appraiser, architect-engineer, auditor, legal services, physician).



CITY OF COLUMBIA
AGENDA MEMORANDUM

MEETING DATE: July 15, 2014

DEPARTMENT: Purchasing

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Emergency and Mass Notification System

FINANCIAL IMPACT: Funding Source: City Account 1012701-638200 \$37,750 &
County Account 2082702-638200 \$37,750

Council is asked to approve an Amendment to and Renewal of a Services Agreement for the Emergency and Mass Notification System, as requested by Columbia-Richland 911 Communications. Award to Everbridge, Inc. in the amount of \$75,500.00. This vendor is located in Glendale, CA.

ATTACHMENTS:

- everbridge_contract_renewal (PDF)



CITY OF COLUMBIA

14.a

Columbia – Richland 9-1-1 Communications

1800 Laurel St | Columbia, South Carolina 29201
Phone: 803-988-8005 Fax: 803-255-8139

TO: Teresa B. Wilson, City Manager

Cc: S. Allison Baker, Sr. Assistant City Manager

FROM: Kimberly Gathers, CRC 911 Director *(KRIS)*

DATE: 6/24/2014

RE: Everbridge Emergency Notification System
2013/2014 Amendment and 2014/2015 Annual Renewal
Agreement

S. Allison Baker
6/25/14

Please find attached for your review and approval the 2013/2014 Everbridge Amendment and 2014/2015 Annual Renewal Agreement between the City of Columbia and Everbridge Systems.

This agreement will continue service through August 2015 and is jointly funded (50/50 split) with Richland County:

City Account 1012701	Object Code 638200	\$37,750.00
County Account 2082702	Object Code 638200	\$37,750.00

Thank you for your kind consideration in this matter.

/Attachments

Attachment: everbridge_contract_renewal (1459 : Emergency and Mass Notification System)



CITY OF COLUMBIA

Columbia – Richland 9-1-1

Communications

1800 Laurel St | Columbia, South Carolina 29201

Phone: 803-988-8005 Fax: 803-255-8139

Matter No.: 14061062
 Attorney: JTB
 Date In: 6-13-14
 File No.:
 Date Out: 6/19/14

To: Legal Review
 From: Director Kimberly Gathers, 911 Communications
 Subject: Everbridge Service Agreement / Amendment
 Date: June 11, 2014

Attached please find our Everbridge Service Agreement / Amendment.

This is submitted:

- ☐ (1) For your information
☒ (2) For your staff's review and comment
☐ (3) Other: (specify reason/action requested)

IT APPROVAL ATTACHED. OWS

*6/19/14 Approved.
 JJB*

Attachment: everbridge_contract_renewal (1459 : Emergency and Mass Notification System)

Sutton, Cheri M

From: White, Sylvia
Sent: Thursday, June 12, 2014 8:52 AM
To: Sutton, Cheri M
Cc: Colbert, Teresa
Subject: RE: EVERBRIDGE SERVICE AGREEMENT & AMENDMENT.pdf

Approved.

-----Original Message-----

From: Sutton, Cheri M
Sent: Wednesday, June 11, 2014 2:29 PM
To: White, Sylvia
Cc: Colbert, Teresa
Subject: FW: EVERBRIDGE SERVICE AGREEMENT & AMENDMENT.pdf
Importance: High

Is this something you all need to see and approve?

-----Original Message-----

From: Loyd, Shenique
Sent: Wednesday, June 11, 2014 11:16 AM
To: Legal Review
Subject: EVERBRIDGE SERVICE AGREEMENT & AMENDMENT.pdf

Your message is ready to be sent with the following file or link attachments:

EVERBRIDGE SERVICE AGREEMENT & AMENDMENT.pdf

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

Attachment: everbridge_contract_renewal (1459 : Emergency and Mass Notification System)

Amendment to Everbridge, Inc. Service Agreement

This Amendment to Everbridge Service Agreement ("Amendment") by and between Everbridge, Inc., a Delaware corporation, ("Everbridge"), and City of Columbia, South Carolina ("Customer") is effective as of the date of the Customer's signature below. Everbridge and Customer entered into an Everbridge Service Agreement effective May 28, 2012 ("Agreement"). All capitalized terms used herein without definition shall have their respective meanings set forth in the Agreement.

WHEREAS, Everbridge has developed a new software platform with additional functionality and applications, and Customer desires to use the new platform for its mass notification service;

WHEREAS, the Parties desire to amend the Agreement on and subject to the terms of this Amendment;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth below, and other good and valuable consideration, the Parties agree to amend the Agreement as follows:

1. Term: Section 5 of the Agreement shall be deleted and replaced in its entirety as follows:

TERM. The term of this Agreement will commence on the Effective Date and will continue in full force and effect for the term set forth in the most recently executed Quote. Notwithstanding the foregoing, upon expiration of the term set forth in the most recently executed Quote this Agreement shall automatically renew for successive one (1) year periods unless Customer provides written notice not to renew at least 30 days prior to the expiration of that term.

2. Modification of Quote: Exhibit A of the Agreement is amended by Quote Number 11540 which is attached hereto and incorporated herein by this reference.
3. Substitution of Terms: The term "Member" is replaced with the term "Contact" wherever it appears in the Agreement.
4. Additional Terms: The Additional Terms attached hereto and incorporated by this reference are added as Exhibit B to the Agreement.
5. Remaining Terms. All other terms and conditions of the Agreement remain in full force and effect as amended by this Amendment.
6. Authority. Customer represents and warrants that it has all necessary legal authority to enter into this Amendment for itself and on behalf of any of its affiliates that are parties to the Agreement or that have been using the System under the Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

EVERBRIDGE, INC.

By _____
Title _____
Date _____

CUSTOMER:

City of Columbia
By Cheresa Wilson
Title City Manager
Date 6/25/2014

Attachment: everbridge_contract_renewal (1459 : Emergency and Mass Notification System)

EXHIBIT B

Additional Business Terms

The following additional business terms are incorporated by reference into the Agreement as applicable based on the particular products and services described on the Quote.

"Data Feed" means data content licensed or provided by third parties to Everbridge and supplied to Customer through the Service (e.g., real time weather system information and warnings, and third party maps).

"Electronic Communications" means electronic communications (including inputting or updating Customer Data in the System) and the sending of messages or notifications to and from Contacts via the Service.

"Incident Administrator" means an individual who is authorized by Customer as an organizational administrator for the Incident Management Service.

"Incident Operator" means an individual who is authorized by Customer as an operator of the Incident Management Service.

"Messaging Minute" means the unit of usage expended in sending notifications.

"Non-Priority Notifications" means Electronic Communications sent by Customer through the Service to multiple Contacts via one or multiple communications paths which are not characterized as Priority Notifications, and any Contact responses to such communications or to any Priority Notifications.

"Priority Notifications" means Electronic Communications sent by Customer through the Service to multiple Contacts via one or multiple communication paths to advise Contacts of an immediate or expected emergency or life-threatening condition or circumstance, but excluding any Contact responses thereto.

1. **Messaging Minutes.** For Customers purchasing the Mass Notification Service, unless Customer has purchased "Unlimited Use" minutes, Customers must purchase Messaging Minutes to send Non-Priority Notifications. No Messaging Minutes shall be required to send United States domestic Priority Notifications, push notifications or email messages. Unused Messaging Minutes expire at the end of the annual billing period under the applicable Quote, and are not refundable. If Customer has "Unlimited Use" as identified on the applicable Quote, such unlimited use does not include Instabridge minutes, or international usage, which must be purchased separately.
2. **Usage.** Messaging Minutes shall be calculated as follows:
 - For text messages, one Message Minute for each 146 characters or portion thereof.
 - For voice messages, one Message Minute per minute or portion of a minute of the voice message.
 - For Instabridge minutes, one Message Minute per minute or portion of a minute of the voice call or message.
 - Additional charges may apply for international notifications.
3. **Auditing.** For Customers purchasing the Mass Notification Service, unless Customer has purchased "Unlimited Use" minutes, Everbridge may, from time to time, monitor or audit message content to verify the characterization of messages as Priority Notifications. If Customer has not characterized a message appropriately, then Everbridge may recharacterize the message in its sole reasonable judgment, and apply Messaging Minutes for such message in accordance with the foregoing Usage allocations. Customer's intentional mischaracterization of Priority Notifications, or mischaracterization of more than three Priority Notifications in a twelve-month period, shall constitute a material default under this Agreement.
4. **Data Feeds; Other Data.** Notwithstanding anything to the contrary in this Agreement, to the extent that Customer has purchased or accesses Data Feeds, such feeds are provided solely on an "AS IS" and "AS AVAILABLE" basis and the sole and exclusive remedy for any failure, defect, or inability to access such Data Feed shall be to terminate the Data Feed with no further payments due. No refunds shall be granted with respect to such Data Feed. In addition, to the extent Customer has purchased a feature that allows Customer to monitor, and utilize information and data from other sources not supplied by Everbridge directly (e.g., Twitter or other customers through the Everbridge Network) (collectively "Other Data"), Everbridge disclaims any and all liability of any kind or nature resulting from any inaccuracies or failures with respect to all Other Data.
5. **Incident Management.** For Customers purchasing the Incident Management Service: (a) Customers may only designate the number of Incident Operators and Incident Administrators set forth on the Quote, and such individuals shall only have the access rights pursuant to such designation and role; (b) Incident Administrators shall have the ability to build incident templates, report on incidents, and launch incident notifications; (c) Incident Operators shall only have the ability to launch or manage incidents; and (d) Customer shall be provided the number of incident templates purchased pursuant to the Quote. If Customer exceeds the number of Incident Operators, Incident Administrators or incident templates purchased, Customer shall be charged the applicable fees then in effect for additional Incident Operators, Incident Administrators or incident templates, as applicable.



500 N Brand Blvd, Suite 1000
Glendale, CA 91203 USA

tel: 888.366.4911
fax: 818.484.2299

www.everbridge.com

QUOTATION

Quote Number: 00011540

Confidential

1 of 2

Prepared for: Kimberly Gathers
City of Columbia
City of Columbia Information Technology
PO Box 147
Columbia, SC 29217
803-988-8005
803-255-8139
crckgathers@columbiasc.net

Quotation Date: May 13, 2014
Quote Expiration Date: August 31, 2014
Rep: Jenee Guadalupe
(781) 373-9825
jenee.guadalupe@everbridgemail.com

Contract Summary Information

Contract Period: 3 Months
Contract Start Date: June 1, 2014
Contract End Date: August 31, 2014

MN Contacts up to: 380,550
MN Households up to: 145,000

ANNUAL SUBSCRIPTION - See attached Product Inclusion Sheet/s for product details.

<u>Service</u>	<u>Fee Type</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
Migration Credit	One-Time	1	(\$75,500.00)	(\$75,500.00)
Everbridge Mass Notification (MN) with Unlimited Domestic Minutes	Recurring	1	\$70,000.00	\$70,000.00

PREMIUM FEATURES / USAGE

<u>Service</u>	<u>Fee Type</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
Smart Weather Alerting (includes 1 location in base weather subscription)	Recurring	1	\$5,500.00	\$5,500.00

Attachment: everbridge_contract_renewal (1459 : Emergency and Mass Notification System)



500 N Brand Blvd, Suite 1000
Glendale, CA 91203 USA

tel: 888.366.4911
fax: 818.484.2299

www.everbridge.com

QUOTATION

Quote Number: 00011540

Confidential

2 of 2

Pricing Summary:	
Year One Fees*:	\$0.00
One-time Implementation and Set Up Fees:	\$0.00
Total Year One Fees:	\$0.00
Optional Year(s) Ongoing Annual Recurring Fees:	\$75,500.00

1. Additional rates apply for all international calls.
2. Quote subject to terms & conditions of the Everbridge Services Agreement.
3. Subject to sales taxes where applicable.
4. Except for currency designation, the supplemental notes below, if any, supplied in this Quote are for informational purposes and not intended to be legally binding or override negotiated language of the Everbridge Inc. Service Agreement.

(*Year One Fees are the total of the first year annual subscription fees and any one-time fees, i.e., Professional Services.)

Supplemental Notes:

- This contract includes 5,000 employee contacts and 145,000 Household contacts.
- Next renewal term dated September 1, 2014 - August 31, 2015 will be for \$75,500.00.

Authorized by Everbridge:

Signature Date

Print Name Title

To accept this quote, sign, date and return:

Teresa Wilson 6/25/2014
Authorized Signature Date

Teresa Wilson City Manager
Print Name Title

Attachment: everbridge_contract_renewal (1459 : Emergency and Mass Notification System)



SYSTEM INCLUSION

Confidential

Everbridge Mass Notification

Everbridge Mass Notification allows users to send notifications to individuals or groups using lists, locations, and visual intelligence. Everbridge Mass Notification is supported by state-of-the-art security protocols, an elastic infrastructure, advanced mobility, interactive reporting and analytics, adaptive people and resource mapping to mirror your organization, and true enterprise class data management capabilities to provide a wide array of data management options. Below is a list of key system inclusions with the Everbridge Mass Notification system.

Usage

- Unlimited Domestic Emergency Alerts and Testing Messages
- Unlimited Domestic Non-Emergency Alerts Messaging

Core Platform Access

- Unlimited Administrators for web-based portal to initiate messages, reporting, and administration
- Unlimited Administrators for Mobile Manager Application (iOS, Android) and Mobile Optimized Notification Site (for BlackBerry, Windows 10, etc.)
- Two (2) Organization with unlimited nested static and dynamic groups
- Access to Everbridge Elastic Infrastructure for message delivery
- Custom branded community opt-in portal with custom fields and opt-in subscriptions
- Flexible role-based access controls to manage user permissions
- Access to Real-Time Dashboard, Notifications Library, Everbridge Universe, and Custom Reporting

Key Notification Features

- Integrated GIS/Map-based, rule-based, group-based, or individual contact selection
- Ability to send standard, polling, or on-the-fly 'One-Touch' Conference Call messages
- One-screen broadcast creation workflow to speed message creation and reduce human error
- Everbridge Network to access situational intelligence & notifications shared by other public and private groups
- Publish notifications directly to Websites and services that support API access via HTTPS using 'Web Posting'
- Notification escalation to automatically send a notification to the next person or group if there is no confirmation
- Contact filtering based on custom criteria
- Map-based drawing and selection tools and imported shape files (e.g. Google Maps, Bing Maps, ESRI)
- Automatic address geo-coding for contacts
- Organization specific customizable caller ID, greetings, and broadcast settings
- SMPP based SMS text messaging
- Multi-language Text to Speech Engine and Custom Voice Recording
- Real-time reporting for improved situational awareness and easier after action analysis
- 5 Live Operator Message Initiations per year
- Interactive Dashboard for Organizational Activity Summary
- Unlimited Notification Templates
- Self-service Single Contact Record Adjustments
- Self-service Contact Import via CSV Upload
- Bulk Contact Management Automation via Secure FTP

Set-up, Implementation & Support

- Up to 10 total hours of a dedicated Implementation Specialist during a Standard Implementation
- Self Service Administrative Set-up, Configuration and Default Preferences
- Initial Member Data Upload and Test Broadcast Support
- Unlimited Access to Everbridge University classes
- 24x7 Customer Support (phone, web, email)
- Global Support/Operations Centers for Redundant Live Support
- Dedicated Account Manager

For a full product description, along with best practices and product details please see the Everbridge User Guide and Everbridge University.



500 N Brand Blvd, Suite 1000
Glendale, CA 91203 USA

tel: 888.366.4911
fax: 818.484.2299

www.everbridge.com

QUOTATION

Quote Number: 00011587

Confidential

1 of 2

Prepared for: Kimberly Gathers
City of Columbia
City of Columbia Information Technology
PO Box 147
Columbia, SC 29217
803-988-8005
803-255-8139
crckgathers@columbiasc.net

Quotation Date: May 19, 2014
Quote Expiration Date: June 13, 2014
Rep: Jenee Guadalupe
(781) 373-9825
jenee.guadalupe@everbridgemail.com

Contract Summary Information

Contract Period: 1 Year
Contract Start Date: September 1, 2014
Contract End Date: August 31, 2015

MN Contacts up to: 380,550
MN Households up to: 145,000

ANNUAL SUBSCRIPTION - See attached Product Inclusion Sheet/s for product details.

<u>Service</u>	<u>Fee Type</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
Everbridge Mass Notification (MN) with Unlimited Domestic Minutes	Recurring	1	\$70,000.00	\$70,000.00

PREMIUM FEATURES / USAGE

<u>Service</u>	<u>Fee Type</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
Smart Weather Alerting (includes 1 location in base weather subscription)	Recurring	1	\$5,500.00	\$5,500.00

Attachment: everbridge_contract_renewal (1459 : Emergency and Mass Notification System)



500 N Brand Blvd, Suite 1000
Glendale, CA 91203 USA

tel: 888.366.4911
fax: 818.484.2299

www.everbridge.com

QUOTATION

Quote Number: 00011587

Confidential

2 of 2

Pricing Summary:	
Year One Fees*:	\$75,500.00
One-time Implementation and Set Up Fees:	\$0.00
Total Year One Fees:	\$75,500.00
Optional Year(s) Ongoing Annual Recurring Fees:	\$75,500.00

1. Additional rates apply for all international calls.
2. Quote subject to terms & conditions of the Everbridge Services Agreement.
3. Subject to sales taxes where applicable.
4. Except for currency designation, the supplemental notes below, if any, supplied in this Quote are for informational purposes and not intended to be legally binding or override negotiated language of the Everbridge Inc. Service Agreement.

(*Year One Fees are the total of the first year annual subscription fees and any one-time fees, i.e., Professional Services.)

Supplemental Notes:

- This quote allows client to exercise Option year 2 of original contract signed on 5/28/12.
- Contract Includes 5,000 Employee contacts and 145,000 Household Contacts.

Authorized by Everbridge:

Signature Date

Print Name Title

To accept this quote, sign, date and return:

Teresa Wilson 6/25/2014
Authorized Signature Date

Teresa Wilson City Manager
Print Name Title

Attachment: everbridge_contract_renewal (1459 : Emergency and Mass Notification System)



SYSTEM INCLUSION

Confidential

Everbridge Mass Notification

Everbridge Mass Notification allows users to send notifications to individuals or groups using lists, locations, and visual intelligence. Everbridge Mass Notification is supported by state-of-the-art security protocols, an elastic infrastructure, advanced mobility, interactive reporting and analytics, adaptive people and resource mapping to mirror your organization, and true enterprise class data management capabilities to provide a wide array of data management options. Below is a list of key system inclusions with the Everbridge Mass Notification system.

Usage

- Unlimited Domestic Emergency Alerts and Testing Messages
- Unlimited Domestic Non-Emergency Alerts Messaging

Core Platform Access

- Unlimited Administrators for web-based portal to initiate messages, reporting, and administration
- Unlimited Administrators for Mobile Manager Application (iOS, Android) and Mobile Optimized Notification Site (for Blackberry, Windows 10, etc.)
- Two (2) Organization with unlimited nested static and dynamic groups
- Access to Everbridge Elastic Infrastructure for message delivery
- Custom branded community opt-in portal with custom fields and opt-in subscriptions
- Flexible role-based access controls to manage user permissions
- Access to Real-Time Dashboard, Notifications Library, Everbridge Universe, and Custom Reporting

Key Notification Features

- Integrated GIS/Map-based, rule-based, group-based, or individual contact selection
- Ability to send standard, polling, or on-the-fly 'One-Touch' Conference Call messages
- One-screen broadcast creation workflow to speed message creation and reduce human error
- Everbridge Network to access situational intelligence & notifications shared by other public and private groups
- Publish notifications directly to Websites and services that support API access via HTTPS using 'Web Posting'
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- Global Support/Operations Centers for Redundant Live Support
- Dedicated Account Manager

For a full product description, along with best practices and product details please see the Everbridge User Guide and Everbridge University.



CITY OF COLUMBIA
AGENDA MEMORANDUM

MEETING DATE: July 15, 2014

DEPARTMENT: Purchasing

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Mass Evacuation Bus Additions

FINANCIAL IMPACT: Homeland Security Grant Control- Autos, Truck, Heavy Equip. Capital

2549999 – 658500 \$
70,449.00

Request for additional items (Flip-down Rehabilitation Seats, Stretchers, Portable Suction Units, Manual Awning, and Custom Paint and Graphics) to be added to the Mass Evacuation Bus as requested by the Fire Department.

We respectfully request City Council's approval for this Sole Source from Matthews Specialty Vehicles, at the following cost plus S.C. sales tax.

Additions: Rehabilitation Seats, Manual Awning,
Stretchers, Suction Units, and Custom Paint and Graphics \$ 70,449.00

Sec 1.16 of Appendix G, Finance Department, Procurement Regulation authorizes to Sole Source procurement of goods where there is only a single supplier (1) where the compatibility of equipment, accessories, or replacement parts is paramount.

ATTACHMENTS:

- Matthews Specialty Vehicles (PDF)
- Fire Department Justification for the Funds (PDF)

JUSTIFICATION FOR SOLE SOURCE PROCUREMENT

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

This Department proposes to procure for the CFD Suppression Division,
(1)

Mass Evacuation Vehicle
(2)

as a sole source procurement from Matthews Specialty Vehicles
(3)

based upon the following justifications: These items on the attached requisition are additional
(4)

items on the Mass Evacuation Vehicle being constructed by Matthews Specialty Vehicles.

These items are vendor specific and are being installed at the time of construction. The funds
were awarded in a supplemental grant through DHEC.

This sole source is valid through

6/30/2015

Amount \$ 70,449.-

Fire
Department

[Signature]
Signature of Department Head

5/30/2014
Date

[Signature]
Signature of Purchasing Agent

6/17/14
Date

[Signature]
Signature of Sr. Asst. City Manager

6/23/14
Date

[Signature]
Signature of City Manager

6/23/2014
Date

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

Distribution: Original attached to requisition (Form PUR 108201). Copy retained in Department's file. (Rev. 07/2013)

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

Attachment: Matthews Specialty Vehicles (1427 : Mass Evacuation Bus Additions)

Invoice



101 S. Swing Road, Greensboro, NC 27409 • Toll Free: (877)905-4MSV • Fax: (336)297-4674 • Email: info@msvehicles.com • www.msvehicles.com

Remit To: Matthews Specialty Vehicles Inc
101 South Swing Road
Greensboro, NC 27409

Bill To: Columbia Fire Department
Attn: Jason Krusen
1800 Laurel Street
Columbia, SC 29201

Job Address: Fire Station - Harden Street
1901 Harden Street
Columbia, SC 29201

Date	Invoice Number	Customer Order Number	Customer Number	Net Terms
5/14/2014	JC11794		COLUMBIA	Upon Receipt
Description				
Billing additional items for (1) MSV 2012 Stock Chassis Mass Evacuation Unit				\$ 70,449.00

Additional Items:

Install two double flip-down rehabilitation seats with additional wall reinforcements (no seat belts) per stretcher section (four sections total).
Install four (4) Stryker 6082 MX Pro loading stretchers with automatic release system.
Install Seventeen (17) Ferno Stretchers.
Install four (4) portable S-SCORT VX-2 PORTABLE SUCTION UNITS, 12V DC.
Install an 18' to 20' manual operated awning on the curbside of the vehicle.
Install a custom paint and graphics package including reflective striping.

Please UPS Payment
using our UPS Acct #E6E909

Balance Due	\$	70,449.00
Tax	\$	-
Subtotal:	\$	70,449.00
Total Amount Due	\$	70,449.00

#992

R 158139

Attachment: Matthews Specialty Vehicles (1427 : Mass Evacuation Bus Additions)

Robinson, Lawana C

From: Krusen, Jason
Sent: Monday, June 30, 2014 4:45 PM
To: Robinson, Lawana C
Subject: Changes to the MMRS Bus order

Lawana,

In response to your question today I am outlining how the additional changes to the MMRS bus came about. The original order for the Mass Evacuation Bus, which was fully funded with the 2011 MMRS Grant from the Federal Government with no matching funds. In 2013 the Center for Disease Control through SC DHEC awarded the Columbia Fire Department a Healthcare Preparedness Grant of \$70,499 for the enhancement of the MMRS Mass Evacuation Bus project. If you need any additional explanation please do not hesitate to ask.



Jason M. Krusen, Special Operations Chief
 Midlands MMRS Coordinator
Columbia Fire Department

1800 Laurel Street, Columbia, SC 29201

Phone: 803-545-4526
 Mobile: 803-391-1468
 Fax: 803-733-8311

ColumbiaSC.net

Confidential and Privileged:

Unless otherwise indicated or obvious from the nature of the communication, the information contained herein may be privileged and confidential information/work product. The communication is intended for the use of the individual or entity named above. If the reader of this transmittal is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited.

If you have received this communication in error or are not sure whether it is privileged, please immediately notify me by return email and destroy any copies, electronic, paper or otherwise, which you may have of this communication.

Attachment: Fire Department Justification for the Funds (1427 : Mass Evacuation Bus Additions)



CITY OF COLUMBIA
AGENDA MEMORANDUM

MEETING DATE: July 15, 2014

DEPARTMENT: Purchasing

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Chevrolet Caprices

FINANCIAL IMPACT: Police Operations- Auto, Trucks, Heavy Equipment
Capital
1012403 - 658500
\$286,656.60

ORIGINAL BUDGET: \$300,000.00

CLEAN WATER 2020?: No

Request for the purchase of ten (10) Chevrolet Caprices as requested by the Police Department.

We respectfully request City Council's approval for this purchase using the SC State Contract #4400005788, Love Chevrolet Company, at the following quantity and cost plus S.C. sales tax.

Quantity	Description	Unit Price	Extended Amount	Request Total
10	Chevrolet Caprice	\$28,365.66	\$283,656.60	
10	Sales Tax	\$ 300.00	\$ 3000.00	
				\$286,656.60

Sec 2-204. (9) of the City Ordinance. Competitive sealed bidding required; exceptions allow the City to purchase goods and services without competitive sealed bidding when purchasing through state contracts.

ATTACHMENTS:

- R158777 State Contract Information (PDF)

Stacy Adams, Procurement Manager
 E-Mail: sadams@mimo.sc.gov
 Telephone: (803) 757-4375

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

Section: V
 Page: 7
 Date: 11/01/13

SEDAN, FULL SIZE, REAR WHEEL DRIVE, PURSUIT PACKAGE. FLEX-FUEL

Contract No:	4400005788	Initial Contract Term:	11/01/2012 – 10/31/2013
		Contract Rollover Dates:	11/01/2013 – 10/31/2014
Model:	Chevrolet Caprice (1EW19)		
Contractor:	Love Chevrolet Company PO Box 8387 Columbia, SC 29202	Commodity Code:	07105
		Contact Person:	Donna Casey
		E-Mail:	dcasev@loveauto.com
Telephone:	(803) 794-9004 ext. 7	Fax:	(803) 926-7467
Delivery:	170-190 Days ARO		

Base Price:	\$ 26,489.00
-------------	--------------

ADDS:

NONE

DEDUCTS:

Engine from Fuel Injected V-8 to a V-6	\$ 50.00
Police Package Code (9C3)	\$ Standard
Spotlight, Pillar Mounted	\$ 390.00

Click link below for an itemized listing of items included in the "Base Price":

SEDAN, FULL SIZE, REAR WHEEL DRIVE, PURSUIT PACKAGE

[Link to "Law Enforcement Vehicle Index"](#)

Attachment: R158777 State Contract Information (1425 : Chevrolet Caprices)

Prepared By:
 administrator
 Love Chevrolet Company
 100 Parkridge Drive
 Columbia, SC 29212
 Phone: (803) 518-1989
 Fax: (803) 926-7467
 Email: dshumpert@loveauto.com

2014 Fleet/Non-Retail Chevrolet Caprice Police Patrol Vehicle 4dr Sdn Polic

WINDOW STICKER

2014 Chevrolet Caprice Police Patrol Vehicle 4dr Sdn Police		Interior: - No color has been selected.
* 6.0L/364 CID * Gas/Ethanol V8		Exterior 1: - No color has been selected.
* 6-Speed Automatic w/OD		Exterior 2: - No color has been selected.
CODE	MODEL	MSRP
1EW19	2014 Chevrolet Caprice Police Patrol Vehicle 4dr Sdn Police	\$32,475.00
OPTIONS		
YF5	EMISSIONS, CALIFORNIA STATE REQUIREMENTS	\$0.00
L77	ENGINE, 6.0L V8 SFI WITH ACTIVE FUEL MANAGEMENT, INCLUDES (E85) FL	\$0.00
MX0	TRANSMISSION, 6-SPEED AUTOMATIC, ELECTRONICALLY CONTROLLED	\$0.00
1SB	POLICE PREFERRED EQUIPMENT GROUP	\$0.00
9C1	POLICE PACKAGE	\$0.00
GII	HERON WHITE	\$0.00
—	STANDARD PAINT	\$0.00
HCQ	SEATS, FRONT BUCKET, CLOTH WITH HEAVY-DUTY FOAM, VINYL REAR BE	\$110.00
4AA	JET BLACK, CLOTH SEAT TRIM	\$0.00
UFU	AUDIO SYSTEM, CHEVROLET MYLINK RADIO, AM/FM STEREO WITH CD PLA	\$0.00
G80	DIFFERENTIAL, LIMITED SLIP	INC
—	COOLING, ENGINE OIL COOLER	INC
SG8	WHEEL, FULL-SIZE SPARE AND TIRE	\$170.00
7X6	SPOTLAMP, DRIVER-SIDE	\$460.00
6A3	FLOOR COVERING, HEAVY-DUTY VINYL, FRONT AND REAR	INC
SUBTOTAL		\$33,215.00

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 333.0, Data updated 5/20/2014
 ©Copyright 1986-2005 Chrome Systems Corporation. All rights reserved.
 Customer File:

May 28, 2014 12:57:57 PM

Page 1

Attachment: R158777 State Contract Information (1425 : Chevrolet Caprices)

Prepared By:
 administrator
 Love Chevrolet Company
 100 Parkridge Drive
 Columbia, SC 29212
 Phone: (803) 518-1989
 Fax: (803) 926-7467
 Email: dshumpert@loveauto.com

2014 Fleet/Non-Retail Chevrolet Caprice Police Patrol Vehicle 4dr Sdn Polic

WINDOW STICKER

Advert/Adjustments	\$0.00
Destination Charge	\$825.00
TOTAL PRICE	\$34,040.00
Est City: - TBD - mpg	
Est Highway: - TBD - mpg	
Est Highway Cruising Range: - TBD - mi	

Contract # 4400005700

Base Price - 24970⁰⁰

Patrol Pkg - 110⁰⁰

\$ 25080⁰⁰

Lights & Siren Pkg 3285⁶⁶

28365⁶⁶

plus tax

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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Customer File:

May 28, 2014 12:57:57 PM

Page 2

Attachment: R158777 State Contract Information (1425 : Chevrolet Caprices)

Prepared By:
administrator
Love Chevrolet Company
100 Parkridge Drive
Columbia, SC 29212
Phone: (803) 518-1989
Fax: (803) 926-7467
Email: dshumpert@loveauto.com

2014 Fleet/Non-Retail Chevrolet Caprice Police Patrol Vehicle 4dr Sdn Polic

WARRANTY INFORMATION

WARRANTY INFORMATION - 2014 Fleet/Non-Retail 1EW19 4dr Sdn Police

WARRANTY

Basic:

3 Years/36,000 Miles

Drivetrain:

5 Years/100,000 Miles

Corrosion:

3 Years/36,000 Miles

Rust-Through

6 Years/100,000 Miles

Roadside Assistance:

5 Years/100,000 Miles

Maintenance:

2 Years/24,000 Miles

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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May 28, 2014 12:57:57 PM

Page 3



CITY OF COLUMBIA
AGENDA MEMORANDUM

MEETING DATE: July 15, 2014

DEPARTMENT: Utilities and Engineering

FROM: *Joey Jaco, Director of Utilities and Engineering*

SUBJECT: Engineering Services Agreement with Chao & Associates for Structural Engineering On-Call Services The Department from time to time has a need for specific structural engineering services. The enclosed, subject Agreement provides for general structural engineering services for various projects that may arise in the coming year.

PRESENTER: Joseph D. Jaco, P.E.

FINANCIAL IMPACT: Staff has negotiated a not to exceed fee of \$75,000.00 with Chao & Associates, Inc., a MBE firm located in Columbia for these services. The original budget amount is \$75,000.00. No subconsultants are expected under the Agreement. Services to be performed will impact all four City Council Districts. Funding for the Agreement will come from 5511706-638505 (water and sewer).

ORIGINAL BUDGET: \$75,000.00

CLEAN WATER 2020?: No

STRATEGIC GOALS: Business Growth & Investment

ATTACHMENTS:

- Chao.generalstructuralengineering2014.WM425115&SS722115.council.pkg (PDF)
- Chao.generalstructuralengineering2014.WM425115&SS722115.map (PDF)



Utilities & Engineering Department
Contracts

1136 Washington Street, Columbia, SC 29201 · Phone 803-545-3372 · Fax 803-545-3322

INTER OFFICE MEMORANDUM

TO: Ms. Teresa Wilson, City Manager

FROM: Shannon S. Lizewski, Contracts Administrator *SL*

SUBJECT: **CITY COUNCIL AGENDA ITEM:** Agreement for Engineering Services between the City of Columbia and Chao & Associates, Inc. for Structural Engineering Services.

Date: June 4, 2014

The Department from time to time has a need for specific structural engineering services. The enclosed, subject Agreement provides for general structural engineering services for various projects that may arise in the coming year.

Staff has negotiated a not to exceed fee of \$75,000.00 with Chao & Associates, Inc., a MBE firm located in Columbia for these services. The original budget amount is \$75,000.00. No subconsultants are expected under the Agreement. Services to be performed will impact all four City Council Districts. Funding for the Agreement will come from (5511706-638505 water & sewer).

The Legal Department has reviewed and approved the Agreement and the Director of Utilities and Engineering recommends its approval and ACM for Operations recommends its approval.

Chao.generalstructuralengineering2014.council.mem.doc/as

Attachment: Chao.generalstructuralengineering2014.WM425115&SS722115.council.pkg (1392 : Engineering Services Agreement with Chao &

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT made this _____ day of _____, 20____, by and between the City of Columbia, South Carolina (hereafter referred to as the "City") and Chao and Associates, Incorporated, Columbia, South Carolina, (hereafter referred to as the "Engineer").

WITNESSETH THAT:

WHEREAS, the City desires to engage the Engineer to render certain structural engineering services required for various projects as may be identified by the City; and,

WHEREAS, the Engineer desires to provide such structural engineering services.

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

I. Scope of Services

1. From time to time and for various reasons, the City may identify specific structural engineering projects or tasks for which services from the Engineer may be deemed advantageous.

2. For each specific project or task, the City and the Engineer shall jointly develop, to the extent practical, a scope of services and method of compensation for the proposed structural engineering services.

a. Compensation to the Engineer for services authorized on an hourly rate basis shall be in accordance with the Hourly Rate Schedule attached hereto and incorporated herein as Attachment I.

b. Maximum compensation to the Engineer for all services performed under this Agreement shall not exceed seventy-five thousand (\$75,000.00) dollars.

3. The Engineer shall not proceed with any services under this Agreement without a written Work Order Form, which has been approved by the City and the Engineer. Such Work Order Form shall be of the general form attached hereto and incorporated herein as Attachment II.

II. Term of Agreement

Unless earlier terminated as provided for herein, this Agreement shall expire at such time the total compensation provided for herein is reached or on June 30, 2015, whichever is earlier.

III. Schedule for Completion of Services

Time is of the essence. The Engineer shall complete the specified structural engineering services within the timeframe(s) specified in the approved Work Order Form.

IV. Compensation

The Engineer shall submit invoices no more frequently than monthly for services rendered. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). **Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services and identify if the subcontractor is a Minority, Female or Small Business Enterprise.** Each invoice shall bear the signature of the Engineer, which signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

V. Insurance

A. The Engineer shall provide to the City evidence of Professional Liability Insurance in an amount not less than one million (\$1,000,000.00) dollars.

B. The Engineer 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 Engineer and any subcontractor of the Engineer commencing any services under this Agreement.

VI. Permits and Licenses

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

B. The Engineer shall be responsible for identifying and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City in order for the Engineer to perform the services required under this Agreement. Such approvals and/or permits may include, but not necessarily be limited to, SCDHEC Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water Resources Permits, Corps of Engineers Permits, City/County/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 Engineer and pay any costs relating to same.

C. The Engineer 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 Engineer shall procure a City of Columbia business license while performing services under this Agreement.

VII. Duties Upon Termination

At termination of this Agreement, the Engineer shall immediately provide the City with all records and data in any format the Engineer is capable of producing and at no cost to the City,

which were generated, created or received by the Engineer 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 Engineer's successor. All records shall be free from any proprietary claims or interest. The Engineer agrees to fully cooperate with the City and any successor to ensure an effective transition to continuously provide the required services.

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

C. Force Majeure;

D. The City shall, at its sole option and discretion, have the right to terminate this contract 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 Engineer shall only be entitled to the actual direct costs of all labor and material expended on the services required under this Agreement prior to the effective date of the termination or the Engineer shall be entitled to be paid a pro-rata percentage of the total Agreement price which is equal to its percent of completion, whichever of the two methods provides the lowest sum to be paid to the Engineer. In no event shall the Engineer be entitled to anticipatory profit or damages for any termination under this Agreement. In no event shall the Engineer be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

IX. Ownership of Project Documents

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

X. Notice

A. Written notice to the City shall be made by placing such notice in the United States Mail, postage prepaid and addressed to: Director of Utilities and Engineering, City of Columbia, Post Office Box 147, Columbia, South Carolina 29217.

B. Written notice to the Engineer shall be made by placing such notice in the United

States Mail, postage prepaid and addressed to: Chao and Associates, Incorporated, 7 Clusters Court, Columbia, South Carolina 29210.

XI. Miscellaneous

A. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Engineer.

B. The Engineer shall be responsible for performance of all services required by this Agreement. The Engineer does not act as the City's agent or employee.

C. The Engineer will not assign or sublet its obligations to perform the services required by this Agreement without the written consent of the City.

D. In the event there are any disagreements between the City and the Engineer with regard to any of the requirements, specifications or interpretation of this Agreement, the Engineer agrees to defer to the reasonable interpretations of the City as, from time to time may be made by the City. Ambiguities in the terms of this Agreement, if any, shall not be construed against the City.

E. This Agreement shall be construed in accordance with the laws of the State of South Carolina. The Engineer agrees to subject itself to the jurisdiction and venue of the Circuit Courts of Richland 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 Engineer 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 Engineer.

F. This Agreement represents the entire agreement between the City and the Engineer and supersedes all prior communications, negotiations, representations or agreements, either written or oral. Only written Change Order signed by both the City and the Engineer may amend this Agreement.

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

H. In the event any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.

I. This Agreement is subject to City Council approval.

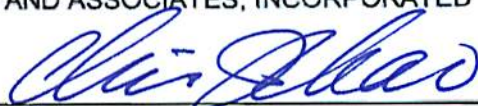
J. This Agreement shall be binding upon the Engineer, its respective successors and assigns.

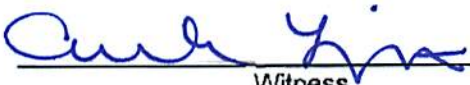
K. The Consultant is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, City employees are prohibited from accepting anything of value from any person. "Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts,

honorariums, discounts and interest-free loans.

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

CHAO AND ASSOCIATES, INCORPORATED

By: 
 Title: President

Witness 

CITY OF COLUMBIA, SOUTH CAROLINA

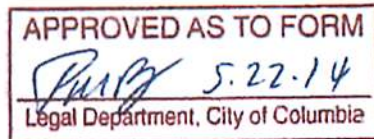
By: _____
 Title: City Manager

Witness _____

RECOMMENDED BY:  Director of Utilities and Engineering

RECOMMENDED BY: _____ Assistant City Manager for Operations

Chao.generalstructuralengineering2014.WM425115&SS722115.agr/as



[Signature]
President

[Signature]

Attachment 1



Standard Rate Schedule

Principal	\$180/hr.
Senior Associate	\$135/hr.
Project Manager	\$130/hr.
Project Engineer	\$125/hr.
Engineer	\$110/hr.
Senior Cadd Technician	\$ 75/hr.
Designer	\$ 80/hr.
Drafter	\$ 65/hr.
Clerk	\$ 45/hr.
Registered Surveyor	\$ 85/hr.
Two Man Station	\$120/hr.
Two Man Station w/ Robotic	\$130/hr.
Three Man Station	\$140/hr.

Reimbursable Schedule

Mileage	\$ 0.555/mile
Color Prints (8 1/2x 11)	\$1.00/sheet
Black Prints (8 1/2x 11)	\$0.15/sheet
Large drawing print	\$3.50/sheet
GPR testing	\$1,500/day
All others apply 1.10 multiplier.	

7 Cussers Court, Columbia, South Carolina 29210 TEL: (803) 772-6420 FAX: (803) 772-9120 EMAIL: consult@chaoeng.com



Attachment: Chao-generalstructuralengineering2014.WM425115&SS722115.council.pkg (1392 : Engineering Services Agreement with Chao &

ATTACHMENT II

WORK ORDER FORM FOR ENGINEERING SERVICES

Work Order Number: _____

This Work Order to the Agreement for Engineering Services between the City of Columbia and Chao and Associates, Incorporated, dated _____, (Agreement) provides for the following engineering services:

Scope of Work:

XXXX

Compensation:

The Engineer's compensation for the above described services shall be:

- _____ 1. A lump sum fee not to exceed \$ _____
- _____ 2. On an hourly rate basis in accordance with the Hourly Rate Schedule specified in Attachment I to the Agreement.
- _____ 3. On an hourly rate basis in accordance with the current Hourly Rate Schedule specified in Attachment I to the Agreement not to exceed a maximum fee of \$ _____.

Summary of Compensation:

Total of Previous Work Orders:	\$ _____
This Work Order:	\$ _____
Total Approved Compensation To Date:	\$ _____

Approval of Work Order:

CITY OF COLUMBIA

Chao and Associates, Inc.

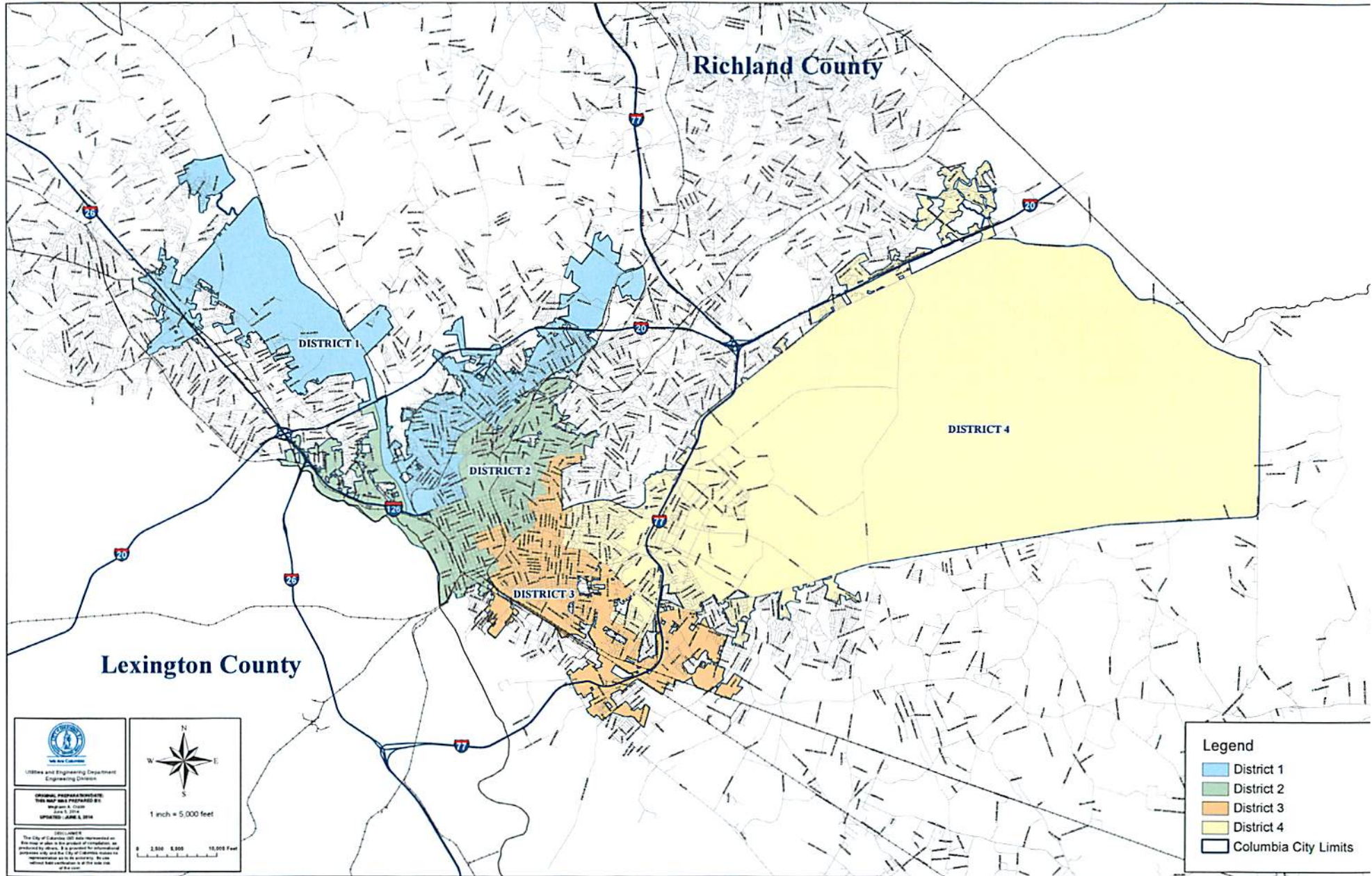
By: _____
 Title: Director of Utilities and Engineering

By: _____
 Title: Vice President

Chao.generalstructuralengineering2014.attachmentII/as

Attachment: Chao.generalstructuralengineering2014.WM425115&SS722115.council.pkg (1392 : Engineering Services Agreement with Chao &

CITY OF COLUMBIA COUNCIL DISTRICTS



Attachment: Chao.generalstructuralengineering2014.WM425115&SS722115.map (1392 : Engineering



CITY OF COLUMBIA
AGENDA MEMORANDUM

MEETING DATE: July 15, 2014

DEPARTMENT: Utilities and Engineering

FROM: *Joey Jaco, Director of Utilities and Engineering*

SUBJECT: Engineering Services between the City of Columbia and Architect's Design Group, for Busby Street Resource and Training Center; 4039999 CP106002

PRESENTER: Allison Baker, Senior Assistant City Manager

FINANCIAL IMPACT: Funding for this Agreement will come from 4039999 CP106002. The original budget for this project is \$300,000.00. Services to be performed will impact City Council District 2.

ORIGINAL BUDGET: \$300,000.00

BUSINESS PROGRAM: Local Business Enterprise Program

CLEAN WATER 2020?: No

STRATEGIC GOALS: Invest in Infrastructure

Staff has negotiated a fee totaling Two Hundred Forty-one Thousand, Five Hundred Forty-six Dollars and No/100 (\$241,546.00) for the specified needs above with Architect's Design Group, a non-DBE firm located in Winter Park, Florida. ADG was selected from an RFP process for Needs Assessment, Master Planning and Schematic Design for Busby Street Resource and Training Complex. This is not a Mentor-Protégé project, however, there is 13% subconsultant participation including MBE & SBE firms. The following sub consultants will be used: P.J. Noble and Associates, a WBE and MBE firm located in Columbia, SC will serve as the community liaison at 5% of the total fee; Dennis Corporation, a non-DBE firm located in Columbia, SC will provide surveying and civil engineering services at 3% of the total fee; McCreary/Snow Architects, a WBE firm located in Columbia, SC will provide local architectural services at 1% of the total fee; MECA Engineering, a non-M/W/SBE located in Columbia, SC will provide mechanical plumbing and fire protection engineering at 1% of the total fee; GWA, Inc., a non-M/W/SBE firm located in Columbia, SC will provide electrical engineering services at 1% of the total fee; Chao and Associates, a MBE firm located in Columbia, SC will provide structural engineering services at 1% of the total fee; TLC Engineering for Architecture, a non-M/W/SBE firm located in Orlando, FL will provide technology engineering services at 1% of the

total fee Gimball-Cotterill & Associates, a non-DBE firm located in Columbia, SC will provide landscape architecture at <1% of the total fee.

ATTACHMENTS:

- ADG.2014.BusbyStResourceTraining.council.mem (PDF)
- ADG.2014.BusbyStreetTrainingResourceCenter.agr (PDF)
- BusbyStreetTrainingResourceCenter.map (PDF)



Utilities & Engineering Department
Contracts

1136 Washington Street, Columbia, SC 29201 · Phone 803-545-3372 · Fax 803-545-3322

INTER OFFICE MEMORANDUM

TO: Ms. Teresa Wilson, City Manager

FROM: Shannon S. Lizewski, Contracts Administrator 

SUBJECT: **CITY COUNCIL AGENDA ITEM:** Agreement for Engineering Services between the City of Columbia and Architect's Design Group, for Busby Street Resource and Training Center: 4039999 CP106002

Date: June 16, 2014

Recommend we enter into Agreement with Architect's Design Group (ADG) for planning and designing a multi-purpose facility for community resources and training that will include various layers of security and be user friendly to the neighborhood and police operations. The scope of the project includes a needs assessment, master planning and schematic design.

Staff has negotiated a fee totaling Two Hundred Forty-one Thousand, Five Hundred Forty-six Dollars and No/100 (\$241,546.00) for the specified needs above with Architect's Design Group, a non-DBE firm located in Winter Park, Florida. ADG was selected from an RFP process for Needs Assessment, Master Planning and Schematic Design for Busby Street Resource and Training Complex. This is not a Mentor-Protégé project, however, there is 13% subconsultant participation including MBE & SBE firms. The following sub consultants will be used: P.J. Noble and Associates, a WBE and MBE firm located in Columbia, SC will serve as the community liaison at 5% of the total fee; Dennis Corporation, a non-DBE firm located in Columbia, SC will provide surveying and civil engineering services at 3% of the total fee; McCreary/Snow Architects, a WBE firm located in Columbia, SC will provide local architectural services at 1% of the total fee; MECA Engineering, a non-M/W/SBE located in Columbia, SC will provide mechanical plumbing and fire protection engineering at 1% of the total fee; GWA, Inc., a non-M/W/SBE firm located in Columbia, SC will provide electrical engineering services at 1% of the total fee; Chao and Associates, a MBE firm located in Columbia, SC will provide structural engineering services at 1% of the total fee; TLC Engineering for Architecture, a non-M/W/SBE firm located in Orlando, FL will provide

technology engineering services at 1% of the total fee Gimball-Cotterill & Associates, a non-DBE firm located in Columbia, SC will provide landscape architecture at <1% of the total fee.

Funding for this Agreement will come from 4039999 CP106002. The original budget for this project is \$300,000.00. Services to be performed will impact City Council District 2.

The Legal Department has reviewed and approved the Agreement. The Director of Utilities and Engineering, ACM for Operations, and Senior ACM recommend its approval.

Cc: Mr. Allison S. Baker, Senior Assistant City Manager
Ms. Melissa A. Smith Gentry, P.E., Assistant City Manager for Operations
Mr. Joseph D. Jaco, P.E., Director of Utilities & Engineering
Ms. Dana R. Higgins, P.E., City Engineer

ADG.2014.BusbyStResourceTraining.Council.Mem.doc/ssl



AIA[®] Document B101[™] – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Ninth day of June in the year Two Thousand Fourteen
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Columbia
A political subdivision of the State of South Carolina
1136 Washington Street
Columbia, SC 29201

and the Architect:
(Name, legal status, address and other information)

Architects Design Group / ADG, Inc.
PO Box 1210
Winter Park, FL 32790
407-647-1706

for the following Project:
(Name, location and detailed description)

Busby Street Resource and Training Complex

Generally described being located between Farrow Road (SC Highway 555) and the
Northeastern Freeway (SC Route 277), in the City limits of Columbia, South Carolina.

The Owner and Architect agree as follows.

To provide services related to Assessment of Need (Space Needs), Master
Planning, Schematic Design and Site Design/Civil Engineering Permit Packages as defined
in the detailed Scope of Services, including additional services as noted therein.

The services specifically relate to the **Busby Street Resource and Training Complex**, as
outlined in ENGRFQ 0002-13-14, issued August 21, 2013.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1, Initial Information: *(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)*

Architect shall provide design services as identified in the City's Bid Online #ENGRFQ 0002-13-14 and as subsequently modified by Attachment "A" – Scope of Services.

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

To Be Determined – not part of Scope of Services

.2 Substantial Completion date:

To Be Determined – not part of Scope of Services

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

Init.

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User Notes:

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement:
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

\$1,000,000: each occurrence
\$2,000,000: general aggregate

.2 Automobile Liability

\$1,000,000

.3 Workers' Compensation

\$1,000,000

.4 Professional Liability

\$1,000,000: per claim

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES – NOT PART OF SCOPE OF SERVICES – FOR REFERENCE ONLY

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

Init.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES – NOT PART OF SCOPE OF SERVICES – FOR REFERENCE ONLY

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES – NOT PART OF SCOPE OF SERVICES – FOR REFERENCE ONLY

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

Init.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES – NOT PART OF SCOPE OF SERVICES – FOR REFERENCE ONLY

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

Init.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the

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specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Architect shall provide these services only if authorized in writing by the City.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming / Space Needs	Architect	Attachment "A"
§ 4.1.2 Multiple preliminary designs / Schematic Design	Architect	Attachment "A"
§ 4.1.3 Measured drawings	N/A	N/A

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§ 4.1.4	Existing facilities surveys	City	N/A
§ 4.1.5	Site Evaluation and Planning (B203™–2007)	Architect	Attachment "A"
§ 4.1.6	Building Information Modeling	N/A	N/A
§ 4.1.7	Civil engineering	Architect	Attachment "B"
§ 4.1.8	Landscape design	N/A	N/A
§ 4.1.9	Architectural Interior Design (B252™–2007)	N/A	N/A
§ 4.1.10	Value Analysis (B204™–2007)	N/A	N/A
§ 4.1.11	Detailed cost estimating	Architect	Attachment "B"
§ 4.1.12	On-site project representation	N/A	N/A
§ 4.1.13	Conformed construction documents	N/A	N/A
§ 4.1.14	As-Designed Record drawings	N/A	N/A
§ 4.1.15	As-Constructed Record drawings	N/A	N/A
§ 4.1.16	Post occupancy evaluation	N/A	N/A
§ 4.1.17	Facility Support Services (B210™–2007)	N/A	N/A
§ 4.1.18	Tenant-related services	N/A	N/A
§ 4.1.19	Coordination of Owner's consultants	N/A	N/A
§ 4.1.20	Telecommunications/data design	N/A	N/A
§ 4.1.21	Security Evaluation and Planning	Architect	Attachment "B"
§ 4.1.22	Commissioning (B211™–2007)	N/A	N/A
§ 4.1.23	Extensive environmentally responsible design	N/A	N/A
§ 4.1.24	LEED® Certification (B214™–2007)	N/A	N/A
§ 4.1.25	Fast-track design services	N/A	N/A
§ 4.1.26	Historic Preservation (B205™–2007)	N/A	N/A
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™–2007)	N/A	N/A
§ 4.1.28	Energy Analysis and Strategy	Architect	Attachment "B"
§ 4.1.29	Identification of Funding Opportunities	Architect	Attachment "B"
§ 4.1.30	Preparation of Development Options	Architect	Attachment "B"
§ 4.1.31	Energy Options for Facility	Architect	Attachment "B"
§ 4.1.32	Identification of Development Costs	Architect	Attachment "B"
§ 4.1.33	Governmental / Grant Reporting	Architect	Attachment "B"
§ 4.1.34	Presentation(s) to Elected Officials	Architect	Attachment "B"
§ 4.1.35	Regulatory Agency Review	Architect	Attachment "B"
§ 4.1.36	Preparation of Presentation Materials	Architect	Attachment "B"

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

See Attachments "A" through "D", herein made a part of this Agreement

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule. Other Conditions of Service (par. 4.3.1 through 4.3.3) for reference only.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;

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- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Not Applicable (N/A) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Not Applicable (N/A) visits to the site by the Architect over the duration of the Project during construction
- .3 Not Applicable (N/A) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Not Applicable (N/A) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within forty-eight (48) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies

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related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

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§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the

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Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered pursuant to the South Carolina Alternative Dispute Resolution Rules. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☐ Litigation in a court of competent jurisdiction

☒ Other (Specify)

Failure of non-binding Mediation, Litigation to follow.

§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses

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incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 *Left Blank Intentionally*

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's

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confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

See Attachments "A" through "D" for description of services and compensation. Basis of compensation shall be a Lump Sum / Fixed Fee not to exceed \$241,546.00 without prior written approval (Change Order) issued by the City. Attachment "D" provides the agreed Professional Fee Compensation.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

See Attachments "A" through "D" for description of services and compensation.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

See Attachments "B" through "D" for description of services and compensation; and for Additional Services not identified as a lump sum / fixed fee, the basis of compensation shall be an hourly rate in accordance with Attachment "C".

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus fifteen percent (15 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (	N/A; reference Attachment "D"	%)
Design Development Phase	N/A	percent (		%)
Construction Documents Phase	N/A	percent (		%)
Bidding or Negotiation Phase	N/A	percent (		%)
Construction Phase	N/A	percent (		%)
Total Basic Compensation	N/A	percent (		%)

Upon acceptance of the project budget, the Architect will confirm the Schematic Design fee with the City.

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are

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performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Employee or Category	Rate
See Attachment "C"	

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8
- .8 All taxes levied on professional services and on reimbursable expenses;
- .9 Site office expenses; and
- .10 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus fourteen percent (14 %) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

Not Applicable (N/A)

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. *(Insert rate of monthly or annual interest agreed upon.)*

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§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

Init.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:
- .3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

See Attachments "A" through "D"

This Agreement entered into as of the day and year first written above.

OWNER

(Signature)

City of Columbia, South Carolina
(Printed name and title)

ARCHITECT

(Signature)

Kevin J. Katigan, AIA, LEED AP, Senior Vice
President

(Printed name and title)

APPROVED AS TO FORM

[Signature] 6.11.14
Legal Department, City of Columbia

Init.

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APPROVED AS TO FORM
Legal Department, City of Columbia

Additions and Deletions Report for AIA[®] Document B101[™] – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 08:47:40 on 06/09/2014.

PAGE 1

AGREEMENT made as of the Ninth day of June in the year Two Thousand Fourteen

...

City of Columbia
A political subdivision of the State of South Carolina
1136 Washington Street
Columbia, SC 29201

...

Architects Design Group / ADG, Inc.
PO Box 1210
Winter Park, FL 32790
407-647-1706

...

Busby Street Resource and Training Complex

...

Generally described being located between Farrow Road (SC Highway 555) and the Northeastern Freeway (SC Route 277), in the City limits of Columbia, South Carolina.

...

To provide services related to Assessment of Need (Space Needs), Master Planning, Schematic Design and Site Design/Civil Engineering Permit Packages as defined in the detailed Scope of Services, including additional services as noted therein.

The services specifically relate to the Busby Street Resource and Training Complex, as outlined in ENGRFQ 0002-13-14, issued August 21, 2013.

PAGE 2

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, 1, Initial Information:

...

Architect shall provide design services as identified in the City's Bid Online #ENGRFQ 0002-13-14 and as subsequently modified by Attachment "A" – Scope of Services.

...

To Be Determined – not part of Scope of Services

...

To Be Determined – not part of Scope of Services

PAGE 3

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. ~~If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost.~~ Agreement:

...

\$1,000,000: each occurrence
\$2,000,000: general aggregate

...

\$1,000,000

...

\$1,000,000

...

\$1,000,000: per claim

PAGE 4

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES – NOT PART OF SCOPE OF SERVICES – FOR REFERENCE ONLY

PAGE 5

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES – NOT PART OF SCOPE OF SERVICES – FOR REFERENCE ONLY

...

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES – NOT PART OF SCOPE OF SERVICES – FOR REFERENCE ONLY

PAGE 6

§ 3.6 CONSTRUCTION PHASE SERVICES – NOT PART OF SCOPE OF SERVICES – FOR REFERENCE ONLY

PAGE 8

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Architect shall provide these services only if authorized in writing by the City.

...

§ 4.1.1	Programming (B202™-2009)/ Space Needs	Architect	Attachment "A"
§ 4.1.2	Multiple preliminary designs / Schematic Design	Architect	Attachment "A"
§ 4.1.3	Measured drawings	N/A	N/A
§ 4.1.4	Existing facilities surveys	City	N/A
§ 4.1.5	Site Evaluation and Planning (B203™-2007)	Architect	Attachment "A"
§ 4.1.6	Building Information Modeling (B202™-2008)	N/A	N/A
§ 4.1.7	Civil engineering	Architect	Attachment "B"
§ 4.1.8	Landscape design	N/A	N/A
§ 4.1.9	Architectural Interior Design (B252™-2007)	N/A	N/A
§ 4.1.10	Value Analysis (B204™-2007)	N/A	N/A
§ 4.1.11	Detailed cost estimating	Architect	Attachment "B"
§ 4.1.12	On-site Project Representation (B207™-2008) project representation	N/A	N/A
§ 4.1.13	Conformed construction documents	N/A	N/A
§ 4.1.14	As-Designed Record drawings	N/A	N/A
§ 4.1.15	As-Constructed Record drawings	N/A	N/A
§ 4.1.16	Post occupancy evaluation	N/A	N/A
§ 4.1.17	Facility Support Services (B210™-2007)	N/A	N/A
§ 4.1.18	Tenant-related services	N/A	N/A
§ 4.1.19	Coordination of Owner's consultants	N/A	N/A
§ 4.1.20	Telecommunications/data design	N/A	N/A
§ 4.1.21	Security Evaluation and Planning (B206™-2007)	Architect	Attachment "B"
§ 4.1.22	Commissioning (B211™-2007)	N/A	N/A
§ 4.1.23	Extensive environmentally responsible design	N/A	N/A
§ 4.1.24	LEED® Certification (B214™-2012)(B214™-2007)	N/A	N/A
§ 4.1.25	Fast-track design services	N/A	N/A
§ 4.1.26	Historic Preservation (B205™-2007)	N/A	N/A
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™-2007)	N/A	N/A
§ 4.1.28	Energy Analysis and Strategy	Architect	Attachment "B"
§ 4.1.29	Identification of Funding Opportunities	Architect	Attachment "B"
§ 4.1.30	Preparation of Development Options	Architect	Attachment "B"
§ 4.1.31	Energy Options for Facility	Architect	Attachment "B"
§ 4.1.32	Identification of Development Costs	Architect	Attachment "B"
§ 4.1.33	Governmental / Grant Reporting	Architect	Attachment "B"
§ 4.1.34	Presentation(s) to Elected Officials	Architect	Attachment "B"
§ 4.1.35	Regulatory Agency Review	Architect	Attachment "B"

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§ 4.1.36	Preparation of Presentation Materials	Architect	Attachment "B"
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See Attachments "A" through "D", herein made a part of this Agreement

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule. Other Conditions of Service (par. 4.3.1 through 4.3.3) for reference only.

PAGE 10

- .1 Not Applicable (N/A) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Not Applicable (N/A) visits to the site by the Architect over the duration of the Project during construction
- .3 Not Applicable (N/A) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Not Applicable (N/A) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within forty-eight (48) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 13

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. ~~The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.~~

...

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered ~~by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement pursuant to the South Carolina Alternative Dispute Resolution Rules.~~ A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

PAGE 14

☒ Other (Specify)

Failure of non-binding Mediation, Litigation to follow.

PAGE 15

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect. Left Blank Intentionally

PAGE 16

See Attachments "A" through "D" for description of services and compensation. Basis of compensation shall be a Lump Sum / Fixed Fee not to exceed \$241,546.00 without prior written approval (Change Order) issued by the City. Attachment "D" provides the agreed Professional Fee Compensation.

...

See Attachments "A" through "D" for description of services and compensation.

...

See Attachments "B" through "D" for description of services and compensation; and for Additional Services not identified as a lump sum / fixed fee, the basis of compensation shall be an hourly rate in accordance with Attachment "C".

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus fifteen percent (15 %), or as otherwise stated below:

...

Schematic Design Phase	<u>Fifteen</u>	percent (	<u>N/A;</u> <u>reference</u> <u>Attachment</u> <u>"D"</u>	%)
Design Development Phase	<u>N/A</u>	percent (		%)
Construction Documents Phase	<u>N/A</u>	percent (		%)
Bidding or Negotiation Phase	<u>N/A</u>	percent (		%)
Construction Phase	<u>N/A</u>	percent (		%)

...

Total Basic Compensation	<u>one hundred-N/A</u>	percent (	<u>100</u>	%)
--------------------------	------------------------	-----------	------------	----

Upon acceptance of the project budget, the Architect will confirm the Schematic Design fee with the City.

PAGE 17

See Attachment "C"

...

- ~~.8~~ Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- ~~.9~~ ~~.8~~ All taxes levied on professional services and on reimbursable expenses;
- ~~.10~~ ~~.9~~ Site office expenses; and
- ~~.11~~ ~~.10~~ Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus fourteen percent (14 %) of the expenses incurred.

...

Not Applicable (N/A)

...

§ 11.10.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. ~~Amounts unpaid (—) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.~~

...

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PAGE 18

See Attachments "A" through "D"

...

Kevin J. Ratigan, AIA, LEED AP, Senior Vice
President

City of Columbia, South Carolina

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Kevin J. Ratigan, AIA, LEED AP - Senior Vice President, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 08:47:40 on 06/09/2014 under Order No. 8474250343_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2007, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)



(Title)

Kevin Ratigan / Senior Vice President

(Dated)

June 9, 2014

Attachment "A"**Scope of Services:****Busby Street Resource and Training Complex****City of Columbia, South Carolina****ADG Project No. 912-13****April 17, 2014****Page 5****4. Community Support Program:**

- 4.1. The architects shall engage the services of a community liaison individual who shall participate, with the architects, in the establishment of a "community out-reach program". The intent shall be to:
 - 4.1.1. Involve community leaders, from the adjacent neighborhoods, in the awareness of the project(s) and to solicit their involvement in the master planning process.
 - 4.1.2. To involve the existing, adjacent church in the same endeavor to ensure that services and amenities are not duplicated and, to the appropriate extent, in the process of site master planning so that it recognizes site access and amenities of the church facilities.
 - 4.1.3. For educational purposes, the architect may elect to create a scale model of the proposed building or buildings for use in public meetings to provide attendees an idea of where structures may be constructed in the Busby Street property.
 - 4.1.4. To conduct a series of community workshops to inform the community of the scope of the project and to obtain their input into site utilization and the master planning process.
 - 4.1.5. To work with the city to create media opportunities to educate the public about the project, the project goals and the benefits of the project to the adjacent communities and the city as a whole.
 - 4.1.6. Based upon information gathered, the architect shall present the findings of the community, to the extent appropriate, to the city staff and/or the elected officials.

5. Phase IV: Additional Services:

- 5.1. The Architect shall provide services for the standard phases, as defined in the Owner /Architect Agreement, for the proposed facility.
- 5.2. The Architect and the Client recognize that the requested services are of significant magnitude, scheduling and complexity, which may include the facility being developed in terms of "survivability" and may be required by the City.
- 5.3. The City reserves the right to extend this Agreement to include other Additional Services and/or phases related to this project, including but not limited to preparation of additional facilities on this site (Busby Street) or at other sites.

Attachment "B"**Additional Related Services:****Busby Street Resource and Training Complex****City of Columbia, South Carolina****ADG Project No. 912-13****April 17, 2014**

Concurrent with the services documented as Phase III, in Attachment "A", the Architect shall if authorized by the City provide services related to those documents, noted as follows:

1. Civil Engineering Concepts:

The Civil Engineer shall prepare site civil documents sufficient to make appropriate submittals to the City Regulatory entities, of sufficient quality and detail for permitting review purposes. These documents are not intended to be completed construction documents, but shall be of sufficient detail to ensure general approval as the project proceeds. These services shall be coordinated with the services of the Architect.

2. Energy Analysis and Strategy:

The proposed on-site buildings shall be so designed as to be energy efficient to the extent that is economically feasible, as determined by the Architect, Engineer and the City. Various strategies shall be evaluated, as to feasibility and cost, and shall be incorporated into the proposed Master Plan (Phase II) and Schematic Design Phase (Phase III). Generally stated this will be documented in a written report as a narrative, with actual design elements to be established at a later date once actual project magnitude has been established and approved.

3. Identification of Funding Opportunities:

The Architect, and its Consultants, shall develop information as to potential grant opportunities, relative to potential funding of elements of the proposed project(s). This relates to Law Enforcement Facilities, equipment, site amenities, recreational facilities and the Community Resource Facilities.

Each potential grant/funding opportunity shall be identified as to:

- Potential of services.
- Magnitude of grant funding level.
- Grant application "process" and scheduling requirements.
- Opportunity for private sector grants, such as non-profits and foundations.

4. Preparation of Development Options:

Relative to the Master Plan concept, the Architect shall develop a minimum of two (2) initial concepts, and then prepare alternative development options. This will equate to options identified as follows:

- Current Need Facilities (year 2014)
- Current and Future Need Facilities (year 2014 and year 2022).
- Potential incorporation of a Central Energy Plant.
- Incorporation of "expanded" recreational facilities.
- Incorporation of a transit stop, such as with the local Transit Authority (COMET).

These options shall be further developed as the project scope and magnitude are developed, including any elements established in cooperation with the surrounding neighborhoods found to be acceptable to the City.

Attachment "B"**Additional Related Services:****Busby Street Resource and Training Complex****City of Columbia, South Carolina**

ADG Project No. 912-13

April 17, 2014

Page 2

5. Energy Options for Facilities:

The Architects, in cooperation with its' Consultants, shall identify potential energy efficient techniques and/or the potential of a Central Energy Plant for the proposed improvements at the Busby Street Complex. These shall be identified as to scope, complexity, cost and potential energy savings, with said results being presented to the City, in a written report, for consideration.

6. Identification of Development Costs:

The Architect, as a part of this service, shall develop a minimum of two (2) alternatives (Item 4) and shall engage the services of a Construction Cost Consultant. The purpose will be to provide an analysis of the type (methodology) of construction to be utilized, as well as the cost of each such identified option, as to development value (cost). These costs will be defined in sufficient detail, as to provide for anticipated developmental options.

7. Governmental / Grant Reporting:

In the event that the project is selected for grant funding, the Architect shall provide grant reporting services, as may be required by the granting entity. A professional fee shall be developed, and submitted to the City for consideration, in the event that a grant(s) are obtained.

8. Presentation(s) to Elected Officials:

For the purposes of this Agreement, the Architect shall attend and present project information to the City's Elected Officials at the completion of the following phases:

- Spatial Needs Assessment (Phase I)
- Master Planning (Phase II)
- Schematic Design Phase (Phase III)

Subsequent presentations (Phases V, VI and VII) shall be accomplished, if so desired by the City, with the professional fee to be established.

9. Regulatory Agency Review:

The Architect, and its' Consultants, shall initially identify and meet with City Regulatory Agencies with jurisdiction over this project, to identify specific requirements, submittals and related information. The intent is to identify and quantify City requirements relative to:

- Setbacks
- Stormwater retention
- Zoning
- Roadway improvements
- Landscape improvements
- Land area coverage (building to site)
- Floor area coverage (area to site)
- Height restrictions

Attachment "B"**Additional Related Services:****Busby Street Resource and Training Complex****City of Columbia, South Carolina**

ADG Project No. 912-13

April 17, 2014

Page 3

For the purposes of this Scope of Services included with Phase IIIA – Civil Engineering Concepts, it is anticipated that there will be two (2) such meetings attended by the Architects and their respective Consultants. Meetings beyond this scope and coordination with additional regulatory agencies may be authorized as an Additional Service.

10. Preparation of Presentation Materials:

Based upon a selected Master Plan concept, the Architect shall prepare a detailed Master Plan Concept Model, illustrating the proposed facilities, relationships, site utilization, etc. Concurrent with the preparation of the model, a power point presentation shall be prepared, that illustrates building concepts, the appearance/character of facilities and interiors (where appropriate) and facilities of a similar nature.

The intent being to provide sufficient visual elements as to explain the Master Plan as well as the intended improvements, particularly for presentation purposes to the surrounding neighborhoods and the Elected Officials of the City.

11. Cost Estimating:

The Architect shall retain the services of a cost estimating firm responsible for providing detailed cost estimates at the completion of the Schematic Design Phase. The professional fee is as noted in Attachment "D".

12. Security Consultant:

The Architect shall obtain the services of a qualified Security Consultant for services related to site and building security systems, including C.C.T.V., access/egress controls, locking devices, and site security systems. The professional fee shall be established based upon a defined Scope of Services as noted in Attachment "D".

Attachment "C"**Hourly Rates:****Busby Street Resource and Training Complex****City of Columbia, South Carolina****ADG Project No. 912-13****April 17, 2014**

ARCHITECTS DESIGN GROUP, INC.
ADDITIONAL SERVICES HOURLY RATES
Effective 12/13 through 12/14

Per hour rates of the Architects, Interior Designers and other personnel are established as follows:

Principals.....	\$205.00/hr.
Studio Department Principals/Project Architects.....	\$182.00/hr.
Associates.....	\$152.00/hr.
Project Managers.....	\$145.00/hr.
Designers.....	\$87.00/hr.
Computer Draftsperson I.....	\$65.00/hr.
Computer Draftsperson II	\$65.00/hr.
Computer Supervisor	\$95.00/hr.
Threshold Inspector (Certified)	\$83.00/hr.
Construction Administrators	\$102.00/hr.
Specification Writer	\$98.00/hr.
Senior Draftsperson	\$87.00/hr.
Draftsperson I.....	\$73.00/hr.
Draftsperson II	\$65.00/hr.
Accounting Services	\$83.00/hr.
Staff (Word Processor I)	\$50.00/hr.
Graphic Designer	\$72.00/hr.
Interior Design Principal.....	\$105.00/hr.
Interior Design Designer.....	\$77.00/hr.
Interior Design Specification Writer	\$76.00/hr.
Interior Design Draftsperson I	\$66.00/hr.

Note: Any changes in the above noted hourly rates, after December 2014 shall be provided to the Owner thirty (30) days prior to said date and cannot exceed the noted rates by an amount greater than ten (10%) percent.

Attachment "D"**Professional Fee Allocation:****Busby Street Resource and Training Complex****City of Columbia, South Carolina****ADG Project No. 912-13****April 17, 2014****Fee Allocation:**

The following is the professional fee allocation for the various services defined in Attachments "A" through "B".

1. Phase IA: Spatial Needs Assessment (Programming): Police Department

(See Attachment "A", Item No. 1 for services to be provided)

1.1.	Principal:		
	48 hours @ \$205/hr	\$	9,840.00
1.2.	Associate:		
	86 hours @ \$182/hr	\$	15,652.00
1.3.	Graphic Designer:		
	60 hours @ \$72/hr	\$	4,320.00
1.4.	Interior Design Principal:		
	24 hours @ \$77/hr	\$	1,848.00
1.5.	Staff (Word Processor I):		
	40 hours @ \$50/hr	\$	2,000.00
1.6.	Computer Draftsperson I:		
	20 hours @ \$65/hr	\$	1,300.00
1.7.	Reimbursable Expense	\$	3,650.00
1.8.	Subtotal	\$	38,610.00

2. Phase IB: Spatial Needs Assessment (Programming): Police Facilities (Busby Street)

(See Attachment "A", Item No. 1 for services to be provided)

2.1.	Principal:		
	8 hours @ \$205/hr	\$	1,640.00
2.2.	Associate:		
	22 hours @ \$182/hr	\$	4,004.00
2.3.	Graphic Designer:		
	6 hours @ \$72/hr	\$	432.00
2.4.	Interior Design Principal:		
	6 hours @ \$77/hr	\$	462.00
2.5.	Staff (Word Processor I):		
	32 hours @ \$50/hr	\$	1,600.00
2.6.	Computer Draftsperson I:		
	12 hours @ \$65/hr	\$	780.00
2.7.	Reimbursable Expenses	\$	2,800.00
2.8.	Subtotal	\$	11,718.00

Attachment "D"**Professional Fee Allocation:****Busby Street Resource and Training Complex****City of Columbia, South Carolina****ADG Project No. 912-13****April 17, 2014****Page 2****3. Phase IC: Spatial Needs Assessment (Programming): Community Facilities****(See Attachment "A", Item No. 1 for services to be provided)**

3.1.	Principal:		
	12 hours @ \$205/hr	\$	2,460.00
3.2.	Associate:		
	16 hours @ \$182/hr	\$	2,912.00
3.3.	Graphic Designer:		
	8 hours @ \$72/hr	\$	576.00
3.4.	Interior Design Principal:		
	6 hours @ \$77/hr	\$	462.00
3.5.	Staff (Word Processor I):		
	20 hours @ \$50/hr	\$	1,000.00
3.6.	Computer Draftsperson I:		
	6 hours @ \$65/hr	\$	390.00
3.7.	Reimbursable Expenses	\$	1,800.00
3.8.	Subtotal	\$	9,600.00

4. Phase ID: Spatial Needs Assessment (Programming): Recreational Facilities**(See Attachment "A", Item No. 1 for services to be provided)**

4.1.	Principal:		
	6 hours @ \$205/hr	\$	1,230.00
4.2.	Associate:		
	6 hours @ \$182/hr	\$	1,092.00
4.3.	Graphic Designer:		
	4 hours @ \$72/hr	\$	288.00
4.4.	Interior Design Principal:		
	2 hours @ \$77/hr	\$	154.00
4.5.	Staff (Word Processor I):		
	8 hours @ \$50/hr	\$	400.00
4.6.	Computer Draftsperson I:		
	10 hours @ \$65/hr	\$	650.00
4.7.	Reimbursable Expenses	\$	1,200.00
4.8.	Subtotal	\$	5,014.00

Attachment "D"**Professional Fee Allocation:****Busby Street Resource and Training Complex****City of Columbia, South Carolina**

ADG Project No. 912-13

April 17, 2014

Page 3

5. Phase II: Master Planning:

(See Attachment "A", Item No. 2 for services to be provided)

5.1.	Principals Time:		
	26 hours @ \$205/hr	\$	5,330.00
5.2.	Associates Time:		
	92 hours @ \$182/hr	\$	16,744.00
5.3.	Graphic Designer:		
	60 hours @ \$72/hr	\$	4,320.00
5.4.	Civil Engineer		
	Lump Sum	\$	4,650.00
5.5.	Staff (Word Processor I):		
	40 hours @ \$50/hr	\$	2,000.00
5.6.	Landscape Architect:		
	Lump sum	\$	3,800.00
5.7.	Reimbursable Expenses	\$	4,200.00
5.8.	Subtotal	\$	41,044.00

6. Phase III: Schematic Design Phase:

The Schematic Design Fee shall be determined by the Master Plan / Development Option selected by the City; as outlined in the Spatial Needs Assessment.

The following calculation is for illustrative purposes and shall be revised as indicated above:

6.1.	Proposed Construction Cost for Building	\$10,000,000.00
6.2.	Percentage of Construction Cost for Calculation of Fee	7.01%
6.3.	Calculation of Professional Design Fee	
	Schematic Design through Construction Administration	
	\$10,000,000.00 x 7.01%	\$ 701,067.00
6.4.	Portion of Professional Design Fee allocated to Schematic Design	
	Phase (15% allocation of overall Professional Design Fee)	
	\$701,067.00 x 15%	\$ 105,160.00
	Professional Fee for Phase III	\$ 105,160.00

Attachment "D"**Professional Fee Allocation:****Busby Street Resource and Training Complex****City of Columbia, South Carolina**

ADG Project No. 912-13

April 17, 2014

Page 4

7. Additional Related Services:

The following is a summary of these services and their related professional fee allocation. The City may, at their convenience, authorize the Architect to proceed with any of the services – not included in the Lump Sum Fee.

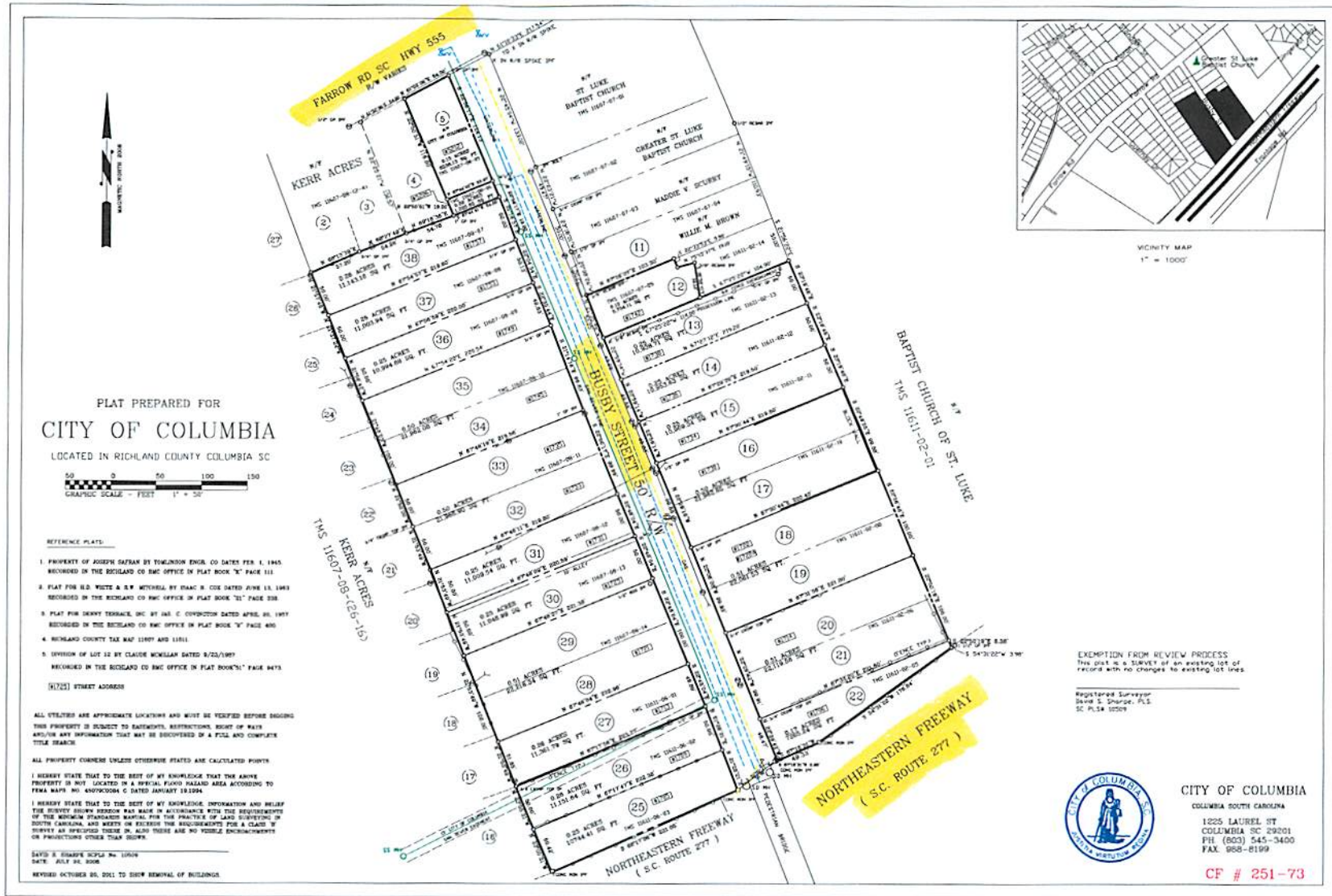
TASK	TOTAL FEE
7.1. Civil Engineering Concepts	\$ 70,000.00
7.2. Energy Analysis and Strategy	\$ 6,700.00
7.3. Identification of Funding Opportunities	\$ 4,800.00
7.4. Preparation of Development Options.....	\$ 5,660.00
7.5. Energy Options for Facilities	\$ 16,000.00
7.6. Identification of Development Costs	\$ 5,200.00
7.7. Governmental / Grant Reporting.....	\$ 18,640.00
7.8. Presentation to Elected Officials	\$ 2,400.00
7.9. Regulatory Agency Review Coordination	\$ 3,500.00
7.10. Preparation of Presentation Materials	\$ 4,200.00
7.11. Cost Estimating:	
7.11.1. Schematic Design Phase	\$ 3,800.00
7.12. Security Consultant	\$ 4,200.00

8. Summary:

The following is a summary of services to be provided as well as related expenses:

8.1. Phase I: Space Needs Assessment	
8.1.1. Phase IA: Space Needs Assessment	
Police Department	\$ 38,610.00
8.1.2. Phase IB: Space Needs Assessment	
Police Facilities at Busby Street	\$ 11,718.00
8.1.3. Phase IC: Space Needs Assessment	
Community Facilities	\$ 9,600.00
8.1.4. Phase ID: Space Needs Assessment	
Recreational Facilities	\$ 5,014.00
8.1.5. Phase I: Space Needs Assessment Subtotal	\$ 64,942.00
8.2. Phase II: Master Planning	\$ 41,044.00
8.3. Phase III: Schematic Design Phase	\$ 105,160.00 ^{*1}
8.4. Reimbursable Expenses (Schematic Design Phase)	\$ 6,000.00
8.5. Phase III-B: Community Support Program	
(See Attachment "A", Item 4)	\$ 24,400.00
8.6. Total Professional Fees	\$ 241,546.00

^{*1} Final Design Fee shall be determined by the value of the selected Master Plan / Development Option.





CITY OF COLUMBIA
AGENDA MEMORANDUM

MEETING DATE: July 15, 2014

DEPARTMENT: Utilities and Engineering

FROM: *Joey Jaco, Director of Utilities and Engineering*

SUBJECT: Stantec Agreement for Master Planning Services for Finlay Park - The Agreement will allow for master planning services at Finlay Park. The scope of the project includes conceptual design and planning, public outreach, schematic design and cost estimating.

PRESENTER: Jeff Caton

FINANCIAL IMPACT: Funding for this Agreement will come from the Hospitality Tax Fund. The original budget for the professional services portion of this project is \$310,000.00.

ORIGINAL BUDGET: \$310,000.00

CLEAN WATER 2020?: No

Staff has negotiated a fee totaling Three Hundred Four Thousand, Eight Hundred Fifteen Dollars and No/100 (\$304,815.00) for the specified needs above with Stantec Consulting Services, Inc., a non-DBE firm located in North Charleston, South Carolina. Stantec was selected from an RFP process for Finlay Park Master Planning. This is not a Mentor-Protégé project, however, there is 74.7% subconsultant participation including MBE & SBE firms. The following subconsultants will be used: CIVITAS, a non-DBE firm located in Denver, CO will provide urban park planning design services and landscape architecture at 33% of the total fee; Chao & Associates, a MBE firm located in Columbia, SC will provide structural engineering services at 3% of the total fee; Cox & Dinkins, a SBE firm located in Columbia, SC will provide civil engineering and survey services at 8.4% of the total fee; Comprehensive Business Consultants (CBC), a MBE and SBE firm located in Columbia, SC will provide public outreach services for 5.4% of the total fee; Liollio Architecture, a WBE firm located in Charleston, SC will provide architecture services at 7% of the total fee; HR&A Advisors, a non-DBE firm located in New York, NY will provide open space strategies and market analysis at 11.4% of the total fee; DWG, Inc., a non-DBE firm located in Mt. Pleasant, SC will provide mechanical, electrical and plumbing services at 0.3% of the total fee; F&ME Consultants, a non-DBE firm located in Columbia, SC will provide geotechnical and environmental services at 1.9% of the total fee; Cumming, a non-DBE firm located in Columbia, SC will provide cost estimating services at 4% of the total fee; and Sarah Georgia Harrison, a non-DBE firm located in Athens, GA will provide cultural resources services at 0.3% of the total fee.

ATTACHMENTS:

- Stantec.2014.FinlayParkMP.Council.Memo (PDF)
- Stantec.2014.FinlayParkMP.7.10.14 (PDF)



Utilities & Engineering Department
Contracts

1136 Washington Street, Columbia, SC 29201 · Phone 803-545-3372 · Fax 803-545-3322

INTER OFFICE MEMORANDUM

TO: Ms. Teresa Wilson, City Manager

FROM: Shannon S. Lizewski, Contracts Administrator *SL*

SUBJECT: **CITY COUNCIL AGENDA ITEM:** Agreement for Engineering Services between the City of Columbia and Stantec Consulting Services, Inc., for Master Planning Services for Finlay Park: 5529999-SS7262-636600

Date: July 8, 2014

The Agreement will allow for master planning services at Finlay Park. The scope of the project includes conceptual design and planning, public outreach, schematic design and cost estimating.

Staff has negotiated a fee totaling Three Hundred Four Thousand, Eight Hundred Fifteen Dollars and No/100 (\$304,815.00) for the specified needs above with Stantec Consulting Services, Inc., a non-DBE firm located in North Charleston, South Carolina. Stantec was selected from an RFP process for Finlay Park Master Planning. This is not a Mentor-Protégé project, however, there is 75% subconsultant participation including MBE & SBE firms. The following subconsultants will be used: CIVITAS, a non-DBE firm located in Denver, CO will provide urban park planning design services and landscape architecture at 33% of the total fee; Chao & Associates, a MBE firm located in Columbia, SC will provide structural engineering services at 3% of the total fee; Cox & Dinkins, a SBE firm located in Columbia, SC will provide civil engineering and survey services at 8% of the total fee; Comprehensive Business Consultants (CBC), a MBE and SBE firm located in Columbia, SC will provide public outreach services for 5% of the total fee; Liollo Architecture, a WBE firm located in Charleston, SC will provide architecture services at 7% of the total fee; HR&A Advisors, a non-DBE firm located in New York, NY will provide open space strategies and market analysis at 11% of the total fee; DWG, Inc., a non-DBE firm located in Mt. Pleasant, SC will provide mechanical, electrical and plumbing services at <1% of the total fee; F&ME Consultants, a non-DBE firm located in Columbia, SC will provide geotechnical and environmental services at 2% of the total fee; Cumming, a non-DBE firm located in Columbia, SC will

Attachment: Stantec.2014.FinlayParkMP.Council.Memo (1263 : Stantec Agreement for Master Planning Services for Finlay Park)

provide cost estimating services at 4% of the total fee; and Sarah Georgia Harrison, a non-DBE firm located in Athens, GA will provide cultural resources services at <1% of the total fee.

Funding for this Agreement will come from the Hospitality Tax Fund. The original budget for the professional services portion of this project is \$310,000.00. Services to be performed will impact City Council District 2.

The Legal Department has reviewed and approved the Agreement. The Director of Utilities and Engineering, Director of Parks & Recreation, and ACM for Operations recommend its approval.

Stantec.2014.FinlayParkMP.Council.Mem.doc/ssl

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT is made this ____ day of _____, 20__, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and Stantec Consulting Services, Inc. (hereinafter referred to as the "Engineer"), for Engineer to render certain services required for master planning services for Finlay Park.

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

I. Scope of Services

Upon written notification by the City to proceed, the Engineer shall complete the scope of services more fully described in Exhibit A, attached hereto. The Engineer 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.

II. Supplemental or Additional Services

Supplemental or Additional Services may be required of the Engineer by the City or recommended by the Engineer and approved by the City in writing.

The Engineer must obtain written approval from the City for any Supplemental or Additional Services prior to the work being performed. If the Engineer fails to obtain prior written approval to perform the work, the City is under no obligation to compensate the Engineer for services performed.

III. Term of Agreement

Term: This agreement shall expire on December 31, 2014 unless earlier terminated by either party as provided herein. The contract shall expire at the end of the term unless an extension has been requested by either party and agreed to in writing by both parties prior to the expiration of the term. The decision whether to extend the contract, upon written request, shall be in the sole and exclusive discretion of the party receiving the request and neither party shall be under any obligation to agree to an extension of the initial term or any additional term.

IV. Schedule for Completion of Services

Time is of the essence. The Engineer shall commence the project upon receipt of a notice to proceed from the City and shall complete any and all services performed under this Agreement within the timeframes as outlined in Exhibit A, attached hereto.

V. Compensation

A. The compensation to be paid by the City to the Engineer under this Agreement for Tasks 1 through 4 as described in Exhibit A shall be a lump sum fee of Two Hundred Eighty-two Thousand, Three Hundred Fifteen and No/100 Dollars (\$282,315.00). Reimbursable expenses are included within the Base Service Fee for Tasks 1 through 4.

The compensation to be paid by the City to the Engineer under this Agreement for Allowance #1 as described in Exhibit A shall be on an hourly rate basis as defined in Exhibit C and shall not exceed Sixteen Thousand, Five Hundred and No/100 Dollars (\$16,500.00).

The compensation to be paid by the City to the Engineer under this Agreement for Allowance #2 as described in Exhibit A shall be on an hourly rate basis as defined in Exhibit C and shall not exceed Six Thousand and No/100 Dollars (\$6,000.00).

The compensation to be paid by the City to the Engineer under this Agreement for Additional Services and Excluded Services identified in Exhibit A shall be on an hourly rate basis as defined in Exhibit C. Use of Additional Services and Excluded Services are dependent upon written authorization of the City.

The total compensation to be paid by the City to the Engineer under this Agreement shall not exceed Three Hundred Four Thousand, Eight Hundred Fifteen and No/100 Dollars (\$304,815.00). The total compensation to be paid by the City to the Engineer ~~will account for~~ *includes the* subconsulting services identified in Exhibit B.

B. The Engineer 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). 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 Sub-consultants shown on Exhibit B hereto, and identify if the subcontractor is a Minority or Female Business Enterprise. Each invoice shall bear the signature of the Engineer, which signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

VI. Indemnification, Hold Harmless And Insurance

A. The Engineer shall procure and shall maintain during the life of this contract, whether such operation be by himself or by a subcontractor or anyone directly or indirectly employed by either of them, such insurance as required by statute, ordinance, or this contract, to adequately protect the owner from any claims or damages including bodily injury or death, which may arise from them during operations under this contract.

Each insurance policy required by this Agreement 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 Engineer shall procure and shall maintain during the life of this contract, Workers Compensation Insurance for all employees to be engaged in work on the project under this contract, and in case any work is sublet, the Engineer shall require the subcontractor similarly to provide Worker Compensation Insurance for all of the latter employees to be engaged in such work unless such employees are covered by the protection afforded by the Engineer's Worker Compensation Insurance. The Engineer shall not permit any person who is not

protected by Workers Compensation Insurance or a properly approved Self-Insured Workers Compensation Program to perform any activity related to this contract.

Liability Insurance - The Engineer shall procure and maintain for the duration of the contract insurance against claims for any injuries to persons or damages to property, which may arise from or in connection with the performance of the work by the Engineer, his agents, or representatives, employees or subcontractors.

- a.) **Owner & Contractor's Protective Liability Policy** – Coverage in an amount not less \$2,000,000.00 per occurrence combined single limit for bodily injury, personal injury, and property damage with an aggregate liability not less than \$2,000,000.00.
- b.) **Commercial General Liability Insurance**: Coverage in an amount not less the \$1,000,000.00 per occurrence, and \$2,000,000.00 aggregate combined single limit for bodily injury, personal injury, and property damage, naming the City of Columbia as an additional insured.

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

B. The Engineer 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 Engineer and any subcontractor of the Engineer commencing any services under this Agreement. The City of Columbia shall be the Certificate Holder and shall be named as an Additional Insured, except on Workers Compensation Insurance.

C. The respondent will agree to indemnify, hold harmless and reimburse the City, and its employees from and against any and all losses, liabilities, expenses, and all claims for damages relating to or arising out of any negligent act, error or omission by respondent, its subcontractors, officers, agents and employees of any of the obligations under the contract. Losses, liabilities, expenses and claims for damages shall include, but will not be limited to, civil and criminal fines and penalties, loss of use or services, bodily injury, death, personal injury, or injury to real or personal property, reasonable legal fees and costs, and reasonable attorney's fees for an appeal.

The respondent will also agree to promptly notify the City of any civil or criminal actions filed against the respondent 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. 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.

Neither the City nor the Engineer shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this Agreement or the performance of the services on this project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

VII. Permits and Licenses

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

B. The Engineer shall be responsible for identifying and providing any applications and

supporting documentation to the City for any approvals and/or permits required of the City in order for the Engineer to perform the services required under this Agreement. Such approvals and/or permits may include, but not necessarily be limited to, SCDHEC Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water Resources Permits, Corps of Engineers Permits, City/County/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 Engineer and pay any costs relating to same.

C. The Engineer 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 Engineer shall procure a City of Columbia business license while performing services under this Agreement.

VIII. Duties Upon Termination

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

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

C. Force Majeure;

D. The City shall, at its sole option and discretion, have the right to terminate this contract 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 Engineer 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 plus fifteen percent or the Engineer shall be entitled to be paid a pro-rata percentage of the total Agreement price which is equal to its percent of completion, whichever of the two methods provides the lowest sum to be paid to the Engineer. In no event shall the Engineer be entitled to anticipatory profit or damages for any termination under this Agreement. In no event shall the Engineer be entitled

to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

X. Ownership of Project Documents

Upon full payment of all monies owed to the respondent, all data and other information ("Work Product") generated by or used by the respondent in any form whatsoever, is the property of the City and shall not be used by the respondent for any purpose whatsoever except to perform the services required by this Agreement.

XI. Notice

A. Written notice to the City shall be made by placing such notice in the United States Mail, postage prepaid and addressed to: Director of Utilities and Engineering, City of Columbia, Post Office Box 147, Columbia, South Carolina 29217.

B. Written notice to the Engineer shall be made by placing such notice in the United States Mail, postage prepaid and addressed to: Stantec Consulting Services, Inc., 4969 Centre Pointe Drive, Suite 200, North Charleston, SC 29418.

XII. Successorship

The contract shall be binding upon the Engineer and upon its successors and assignees in accordance with its terms and provisions.

XIII. Delays

If delay is foreseen, the Engineer shall give thirty (30) days prior written notice to the Utilities & Engineering Department. The City has the right to extend delivery date if reasons appear, in the sole discretion of the City, to be valid. Engineer must keep the City advised at all times on status of keeping to the schedule outlined in Exhibit A. Default in promised completion times without accepted reasons or failure to meet specifications, authorizes the Purchasing Agent to purchase supplies, equipment or services elsewhere and charge full increase in cost and handling to defaulting Engineer.

XVI. Subcontractors

The use of subcontractors will not relieve Engineer of any obligations and the Engineer remains liable for full and satisfactory performance per the contract term and conditions.

XV. Miscellaneous

A. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Engineer.

B. The Engineer shall be responsible for performance of all services required by this Agreement. The Engineer does not act as the City's agent or employee.

C. The Engineer will not assign or sublet its obligations to perform the services required by this

Agreement without the written consent of the City.

D. In the event there are any disagreements between the City and the Engineer with regard to any of the requirements, specifications or interpretation of this Agreement, the Engineer agrees to defer to the reasonable interpretations of the City as, from time to time may be made by the City. Ambiguities in the terms of this Agreement, if any, shall not be construed against the City.

E. This Agreement shall be construed in accordance with the laws of the State of South Carolina. The Engineer agrees to subject itself to the jurisdiction and venue of the Circuit Courts of Richland 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 reasonable attorney's fees and the Engineer 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 Engineer.

F. This Agreement represents the entire agreement between the City and the Engineer and supersedes all prior communications, negotiations, representations or agreements, either written or oral. Only written Change Order signed by both the City and the Engineer may amend this Agreement.

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

H. In the event any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.

I. This Agreement is subject to City Council approval.

J. The Engineer 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, City employees are prohibited from accepting anything of value from any person. "Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.

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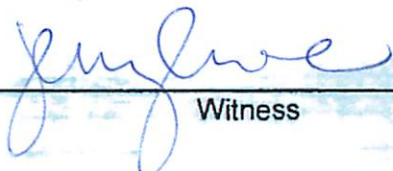
Witness the parties' respective hands and seals on the date first written above.

CITY OF COLUMBIA, SOUTH CAROLINA

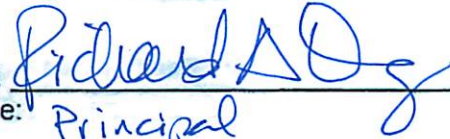
Witness

By: _____
City Manager

STANTEC CONSULTING SERVICES, INC.



Witness

By: 
Title: Principal

RECOMMENDED BY:  _____ Director of Utilities and Engineering

RECOMMENDED BY: _____ Assistant City Manager for Operations

Stantec.2014.FinlayParkMP.draft.3-10-14.doc/ssl

APPROVED BY
CITY OF COLUMBIA
LEGAL DEPT. 
#14030451 3.13.14



Stantec Consulting Services Inc.
 4969 Centre Pointe Drive, Suite 200
 North Charleston SC 29418
 Tel: (843) 740-7700
 Fax: (843) 740-7707

March 3, 2014
 (Revised July 10, 2014)

Ms. Shannon Lizewski
 Contracts Administrator
 City of Columbia
 Utilities & Engineering Department
 1136 Washington Street, PO Box 147
 Columbia, SC 29217

Reference: Scope of Work, Fee and Schedule for Finlay Park Master Plan

Dear Ms. Lizewski,

Stantec Consulting Services Inc. (Stantec) appreciates the opportunity to submit this proposal to The City of Columbia (Owner) to provide professional design services for Finlay Park. This proposal has been structured to provide you with a detailed listing of our understanding of the required Scope of Services we shall provide and our proposed fee.

Brief Description of Park:

Finlay Park is an 18 acre urban park located across the street from the Governor's Mansion and within the heart of Downtown Columbia. As one of the most photographed views of Columbia's skyline, the City would like to transform the declining urban park back into a destination park for the City and Region. The existing park features open lawn space, water fountains, cascading waterfalls and pond, amphitheater, playground, band-stand/stage and café and restroom facilities. In addition to the existing features, the Vista Greenway (a bicycle and pedestrian connection) will be incorporated into the park and the iconic sculpture "Busted Plug" will also be studied for possible inclusion in the park.

Project Scope:

Based upon our understanding of the timeline to present to City Council, our Team has prepared a scope that will meet the anticipated schedule. Our Stantec Team will provide the Scope of Services as follow:

Phase 1 – Conceptual Design

1. Task 1- Pre-Design Services /Collection of Data & Analysis

- a. **Kickoff Meeting with Owner:** We will meet with all appropriate City staff to discuss anticipated goals and objectives, understand the existing development/political/economic climate, identify key stakeholders, and gather all appropriate digital data and materials such as existing surveys, soil analysis, cultural resource inventory, GIS mapping, previous plans, existing ordinances, etc. In addition, we will tour the park with the City's project manager and park superintendent and any appropriate people to help us gather additional information on existing conditions. This meeting will also begin discussions about the outreach process to encourage public interaction throughout the process.



July 10, 2014
Shannon Lizewski
Page 2 of 7

Reference: **EXHIBIT A Finlay Park Master Plan**

b. Site Survey: See Allowance Number 1

c. Analysis/Assessments of the Park:

- Our team will conduct a visual and photographic assessment of the park that will include the Café and rest room buildings, parking, access, site walls, fountain and waterfall platform, sidewalks, playground, pools and railings. All areas will consider accessibility and safety.
- In addition, we will conduct a facility assessment for all existing buildings to include; ADA compliance, current IBC code compliance, mechanical/electrical and plumbing assessments.

d. Preliminary Market/Open Space Strategies Study: We will target our research to fill the missing gaps that tell the economic story of the area. Unlike a traditional market study, this information is gathered and analyzed and re-evaluated as designs emerge. A typical investigation will seek to quantify the lifestyle segments of the area and region to understand the potential future for Finlay Park. We will also analyze GIS data from the City together with local market information and design alternatives to determine a realistic capacity of design for Finlay Park.

As part of our on-site meeting, our team will meet with the City and identified Key Stakeholders to determine potential funding sources.

e. Cultural Resource Evaluation: Finlay Park represents one of Robert Marvin's, a prominent South Carolina Landscape Architect, projects completed later in his career. As such it has distinctive features that should be documented and carefully understood prior to rehabilitation of the site. The cultural resource assessment will involve photo documentation, review of historic plans and drawings (to determine original design intent and understand materials and methods of construction), and a short-form narrative to document conditions and significance.

Deliverables - (2 day meeting(s)- on site meeting with superintendent, City Staff, key stakeholders, extensive data collection-investigations)

2. Task 2- Public Outreach

a. Project Communication/Public Outreach: Public Involvement is an integral part of the project and is a key element in our approach to urban planning and development. We will work with the City staff to develop and finalize an Outreach Program and will ensure that we are utilizing creative methods in order to maximize the level of engagement from the community. As part of this effort, we propose to include a targeted public outreach campaign that will disseminate and manage all project communications including:



July 10, 2014
Shannon Lizewski
Page 3 of 7

Reference: **EXHIBIT A Finlay Park Master Plan**

- Determine the most cost effective method of communicating with the community;
- Contact and/or meet with residents, business owners, religious institutions, community organizational and elected representatives;
- Identify and develop a visual/graphic identity that will be used throughout the project;
- Create and coordinate information that can be disseminated to the community. The messages will be scalable to multiple media formats, etc.;
- Additionally, we will explore engaging community members to get the word out through "low tech" outreach methods such as bulletins and door hangers;
- We will work with City staff to coordinate the public workshop week and the weeks agenda, which can be published on the City's website, distributed through flyers, and advertised in local papers.

3. Task 3- Draft Conceptual Plan and Public Workshop

- a. **Public Planning & Design Charrette:** We will conduct a **3 day planning** and design charrette to complete the detailed work necessary for the Master Plan.

For the charrette/workshop our team will set up a working design studio preferably somewhere easily accessible to the entire community, such as in a well-accessible public building and in close proximity to Finlay Park (e.g. church, empty storefront or City Offices). While we can meet with a number of stakeholders and interest groups, these meetings will be open to the public and include opportunities for everyone to understand and speak candidly about the issues, thus reducing the opportunity for any one group to dominate the discussion. These are also perfect meetings to actively engage local boards and commissions such as the Planning Board, staff and local citizens. On most evenings there is an open public review of the day's work, resembling a traditional architectural "pin-up." These sessions provide the powerful short feedback loops that are crucial to the success of the charrette.

Our multi-disciplinary team of urban park planners, landscape architects, architects and engineers will be present throughout the charrette, drawing various plans and strategies in concert with all necessary stakeholders, the City and interested citizens. We are accustomed to providing high-quality, detailed plans in a short period and the inclusion of many technical disciplines permits us to be very thorough in our assumptions and outcomes.

- b. **Charrette Logistics:** We will work with City staff to identify an appropriate charrette location that will provide easy access for the public as well as serving as adequate studio space for the charrette effort.
- c. **Charrette Schedule:** We will work with the City to produce a specific charrette schedule that includes the appropriate representation of key stakeholders and citizens over a three (3) day period. The schedule will be in table format and will indicate the charrette events, such as open house hours, meetings, meals and production targets.



July 10, 2014
Shannon Lizewski
Page 4 of 7

Reference: **EXHIBIT A Finlay Park Master Plan**

- d. **Public Outreach:** See Task 2
- e. **Charrette Team Members:** We will have approximately 10 planners and designers including individuals with areas of specific expertise in planning, landscape architecture, structural/civil engineering, transportation, architecture, urban design and regulatory codes. Other consultants may be added as project details require and will be at the discretion of Stantec Consulting Services, Inc. as part of the agreed-upon fee.
- f. **Kickoff Public Presentation/Workshop:** We will conduct a public kickoff meeting for the charrette/workshop. The purpose of this presentation will be to introduce the public to the planning process, discuss the overall scope and objectives and history of the park. The format for this meeting will incorporate multiple opportunities for input from meeting participants and opportunities for small group or one-on-one conversations with members of the design team.
- g. **Charrette Stakeholder Technical Meetings:** During the charrette we will lead a series of meetings with key staff members, elected and appointed officials, and interest group members such as area property and business owners, community & neighborhood leaders to assist in the refinement of plan ideas.
- h. **Plan Development & Refinement:** During the charrette we will continuously refine the proposed alternative(s) and complete any related planning, analysis or graphic work based on comments from key stakeholders, staff, elected officials, and the general public.
- i. **Mobility Strategy:** As part of the planning process, transportation engineers will evaluate the design and feasibility of proposed access improvements to the surrounding pedestrian and roadway networks. This will include consideration of key intersection design recommendations; new pedestrian, bicycle, and vehicular connections; and parking supply, location, and management strategies. The linkage of the existing Vista Greenway and how it will be effectively tied into the pedestrian network will also be considered as part of this task.
- j. **Charrette Document Preparation:** We will prepare detailed plans and perspective drawings to convey conceptual design intent and key strategies in implementing various initiatives/best practices.
- k. **Work in Progress Presentation:** The team will deliver a closing presentation to present the ideas gathered from the community and key stakeholders throughout the week and demonstrate how these ideas were incorporated into the Conceptual Plan Options. The pros and cons of various plans will be explored and consensus on a recommended option will be sought.

(Stantec and Civitas will be on site 5 days, 3 days will be dedicated to the public workshops/charrette sessions)



July 10, 2014
Shannon Lizewski
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Reference: **EXHIBIT A Finlay Park Master Plan**

4. **Task 4- Final Conceptual Master Plan, Schematic Design and Estimate of Probable Cost**

- a. **Plan Refinement:** The week following the charrette, we will refine the proposed conceptual plan option and complete any related analysis or graphic work associated with the Conceptual Master Plan. We anticipate providing the following:
 1. The preferred Illustrative Conceptual Master Plan rendered
 2. Draft summary report that summarizes our planning effort, input received, research and findings.
 3. Two to four renderings of key design concepts (perspectives-aerials)
 4. Conceptual Master Plan estimate of probable cost.
 5. Preliminary Phasing Plan
- b. **Schematic Design Documentation:** We will begin to transition the conceptual master plan into schematic drawings that will refine the design considerations such as environmental, drainage, traffic, building and open space areas, pedestrian road crossings and safety. Our design team will develop site plans and layout plans that refine plans for both site and architecture. Schematic documentation set may include:
 1. General cover sheets and notes
 2. Existing site conditions/survey
 3. Proposed demolition areas
 4. Conceptual grading and utility plan
 5. Overall Proposed Site plan, which will illustrate hardscape areas such as; Site walls, buildings, parking areas, water elements/playgrounds, sculpture areas, Vista Trail, etc.
 6. Plant Massing's – possible areas, no plant identification or details
 7. Schematic Architectural floor plan(s) and elevations
 8. Site wall elevations/sections as required
 9. MEP and lighting system concepts (narrative format)
 10. Irrigation system concepts(narrative format)
 11. Schematic estimate of probable cost
 12. Design Schedule and anticipated construction schedule
- c. Design Team will meet with City Staff to present and review progress of schematic drawings. **(1) One On-Site Meeting estimated before presentation to City Council. (Stantec and Civitas to attend meeting with City Staff)**
- d. **Final Conceptual Master Plan and Schematic Design Presentation:** Once the City staff has approved the final conceptual master plan, schematic design and estimate of probable cost, the design team will present the findings to City Council. These documents will then be used as actionable, guiding documents for the design team as we move forward into Design Development and Construction Documents.



July 10, 2014
Shannon Lizewski
Page 6 of 7

Reference: **EXHIBIT A Finlay Park Master Plan**

ALLOWANCES

1. Site Survey

Our team will provide Boundary and Topographical Survey for Finlay Park. The survey will include property boundaries, topography with 1' contours, existing conditions such as parking, visible utilities, sidewalks, buildings, water features, site lighting, grand and ornamental trees. The survey will be tied to SC State Plane Coordinates NAD 83 for horizontal and to the North American Vertical Datum 1988 for vertical. **We anticipate 3 to 4 weeks to complete survey.**

No Subsurface Utility Exploration (SUE) and accompanying surveying is included in this fee proposal. This can be detailed in later phases as the scope of work becomes more apparent.

2. Preliminary Geotechnical

As a function of the conceptual design the design team will select locations for borings for the amount that we have budgeted in this initial scope of work. Budgeted allowance is **\$6,000.00**

The work performed in the park will be planned and coordinated with the City to minimize impact to the park. Prior to mobilizing to perform work in the park we will coordinate with City staff regarding, access, events and location of underground utilities.

Upon completion of the drilling operation SPT borings will be grouted full depth and holes in pavement, sidewalks, etc required to perform the borings will be repaired with non-shrink grout. Rutting caused by drilling equipment will be smoothed, seeded and covered with wheat straw.

Our team will evaluate the recovered soil samples and select a limited number of samples for laboratory analysis.

A geotechnical report will be provided that will include a summary of the field investigation, results of the laboratory test program, our interpretation and analysis of the subsurface conditions encountered in the borings.

ADDITIONAL SERVICES

Stantec does not anticipate attendance at meetings/presentations in addition to what is listed above in the Scope of Services. If these or any additional meetings are required they will be billed at an hourly rate per the attached rate table.



July 10, 2014
Shannon Lizewski
Page 7 of 7

Reference: **EXHIBIT A Finlay Park Master Plan**

SCHEDULE

Based upon our current workload projections and the scope stated herein, we anticipate work to immediately commence upon the notice to proceed. Our team understands the Owner's desired design schedule and presentation to City Council regarding conceptual plan/schematic design and estimate of probable cost on **November 18, 2014**

FEE PROPOSAL

This is a Fixed Fee contract except for items noted otherwise. Stantec will request the Owner's authorization prior to increasing the Hourly budgets.

Basic Services Fee: Phase 1 thru 4 Conceptual Master Plan, Public Workshop/Outreach, Schematic Design and Estimates of Probable Cost.

1.	Task 1 – a. Kick-Off Meeting-Site Visit/Condition Assessments	\$ 47,913.00
2.	Task 2 – Public Outreach	\$ 27,400.00
3.	Task 3 – Draft Conceptual Plan & Public Meeting	\$ 89,050.00
4.	Task 4 –Final Conceptual MP & Schematic Design	\$ 117,952.00
5.	Allowance 1: Site Survey	\$ 16,500.00
6.	Allowance 2: Preliminary Geotechnical	\$ 6,000.00

REIMBURSABLE EXPENSES:

Stantec has included reimbursable expenses within the Base Service Fee- Task 1 through 4.

EXCLUDED SERVICES

Services that are not specifically described in this proposal may be provided on an hourly basis per the included rates upon written authorization by the Owner, and shall be considered Extra Work as defined in the terms of this Agreement. Additional Services are identified below.

1. Phase 1 Investigations
2. Environmental Assessments- Asbestos/Lead
3. Geotechnical investigations beyond services mentioned
3. Any Additional Design Services not explicitly defined in above scope.
4. Structural condition assessments on site walls
4. Regulatory, neighborhood, and/or client meetings not explicitly defined in above scope.
5. Design Development/Construction Documentation
6. Bid Assistance / Bid Negotiations
7. Construction Administration/Oversight



Notes:

1) This schedule represents a best guess for completion of various milestones based on past experience with similar projects. Dates indicated in Red are targets dates that must be kept in order to meet our deadline of November 11, 2014 for a November 18, 2014 Council Meeting

Packet Pg. 213

Exhibit B**SUBCONSULTANT FIRM INFORMATION RECORDS**

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

Firm Name and Address	Contact Name and Telephone Number	Group (MBE, FBE SBE, Non M/F/SBE)	Services to be Provided	Dollar Value of Services
CIVITAS 1200 Bannock Street Denver, CO 80204	Mark Johnson 303-57-0053		Urban Park Planning Design Services and Landscape Architecture	\$101,435.00
Chao & Associates 7 Clusters Court Columbia SC 29210	Jimmy Chao 803-772-8420	MBE/SBE/DBE	Structural Engineering	\$9,250.00
Cox & Dinkins Inc. 724 Beltline Blvd. Columbia, SC 29205	Darren Holcombe 803-254-0518	SBE	Civil Engineering/Survey Services	\$25,750.00
Comprehensive Business Consultants (CBC) 1728 Main Street Columbia, SC 29201	Gloria C. Tanner 803-733-1607	LBE/MBE/DBE/ SBE	Public Outreach	\$16,615.00
Liofilo Architecture 147 Wappoo Creek Drive, Suite 400 Charleston SC 29412	Geoff Mohnay 843-762-2222	WBE/SBE (Woman-Owned Small Business Enterprise)	Architecture	\$21,800.00
HR&A Advisors 99 Hudson Street, 3rd Floor New York, NY 10013	Candace P Damon 212-977-5597		Open Space Strategies/Market Analysis	\$35,000.00
DWG Inc. 1009 Anna Knapp Blvd. Suite 202 Mt. Pleasant, SC 29464	Philip Dalpiaz, Jr. 843-849-1141		Mechanical, Electrical, Plumbing	\$1,000.00
F&ME Consultants 3112 Devins Street Columbia SC 29250	Shawn C. Epps 803-254-4540		Geotechnical /Environmental	\$6,000.00
Cumming 1213 Lady Street, 4th Floor Columbia SC 29201	Alan Wilson 803-239-7382		Cost Estimating	\$13,260.00
Sarah Georgia Harrison 285 South Jackson Street Athens GA 30602	Sarah Harrison 706-542-4704		Cultural Resources-	\$1,000.00

Attachment: Stantec.2014.FinlayParkMP.7.10.14 (1263 : Stantec Agreement for Master Planning Services for Finlay Park)

2014 US Billing Level Rate Tables Employees

Minimum Billing Level	Industrial Rates	Billing Rate Table 1	Billing Rate Table 2	Billing Rate Table 3	Billing Rate Table 4	Billing Rate Table 5	Billing Rate Table 6	Billing Rate Table 7	Billing Rate Table 8	Billing Rate Table 9
1	\$47	\$52	\$53	\$54	\$56	\$58	\$60	\$67	\$75	\$83
2	\$53	\$59	\$61	\$62	\$64	\$66	\$69	\$77	\$86	\$95
3	\$59	\$66	\$68	\$69	\$72	\$75	\$78	\$87	\$96	\$107
4	\$66	\$73	\$76	\$77	\$80	\$84	\$87	\$98	\$108	\$119
5	\$72	\$80	\$83	\$85	\$89	\$92	\$97	\$108	\$119	\$130
6	\$78	\$87	\$91	\$94	\$97	\$102	\$107	\$119	\$130	\$142
7	\$84	\$93	\$98	\$102	\$106	\$111	\$116	\$129	\$141	\$155
8	\$89	\$100	\$106	\$110	\$115	\$120	\$127	\$141	\$154	\$169
9	\$95	\$107	\$114	\$119	\$125	\$131	\$138	\$153	\$167	\$183
10	\$105	\$114	\$123	\$129	\$136	\$143	\$151	\$166	\$181	\$199
11	\$110	\$121	\$132	\$140	\$148	\$156	\$165	\$181	\$197	\$217
12	\$114	\$128	\$142	\$152	\$161	\$170	\$180	\$198	\$216	\$236
13	\$121	\$135	\$152	\$163	\$175	\$185	\$197	\$216	\$235	\$257
14	\$132	\$141	\$161	\$175	\$188	\$200	\$215	\$234	\$254	\$277
15	\$149	\$165	\$168	\$185	\$200	\$215	\$232	\$252	\$271	\$295
16	\$175	\$193	\$196	\$204	\$213	\$227	\$248	\$267	\$286	\$308
17	\$199	\$222	\$225	\$239	\$249	\$259	\$272	\$284	\$296	\$312
18	\$236	\$259	\$265	\$280	\$292	\$303	\$319	\$332	\$347	\$362
19	\$267	\$297	\$300	\$305	\$310	\$315	\$325	\$330	\$350	\$355
20	\$300	\$330	\$335	\$340	\$345	\$350	\$355	\$360	\$365	\$370
21	\$330	\$365	\$370	\$375	\$380	\$385	\$390	\$395	\$400	\$410

- ◆ Approx. Annual amounts shown above are based upon 2080 hours worked
- ◆ RL approval is required to assign a billing level lower than what an employee's salary/rate dictates
- ◆ Industrial rates are intended for Oil & Gas and Power groups



CITY OF COLUMBIA
AGENDA MEMORANDUM

MEETING DATE: July 15, 2014

DEPARTMENT: Purchasing

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Water Meters

FINANCIAL IMPACT: Utilities Water Distribution & Maintenance/Meter Parts & Supplies

5516203 - 625600
\$615,589.39

07/15/14 5516203 · Utilities: Water Dist & Maint

ORIGINAL BUDGET: \$585,000.00 w/o tax (\$631,800.00)

CLEAN WATER 2020?: No

Responses to Bid #00034-13-14 were received from four (4) vendors for the purchase of 3 separate lots of Water Meters for FY 2014-15 as requested by the Water Distribution Department.

There were no LBE submittals for these lots. I ask that you seek Council's approval for this purchase from the low bidder in each lot at the following cost plus SC sales tax.

Lot 1: HD Supply Waterworks, West Columbia, SC	\$139,008.00
Lot 2: HD Supply Waterworks, West Columbia, SC	\$ 76,536.00
SC Sales Tax:	<u>\$ 17,243.52</u>
Total	\$232,787.52
Lot 3: MSC/ Fortiline, Columbia, SC	\$354,446.18
SC Sales Tax:	<u>\$ 28,355.69</u>
Total:	\$382,801.87

This will be charged as follows:

Action Item (ID # 1414)

Meeting of July 15, 2014

Utilities Water Distribution & Maintenance/Meter Parts & Supplies
5516203 - 625600

ATTACHMENTS:

- Bid 00034-13-14 Bid Tabulation (PDF)
- Dept. Memo to Award (PDF)

Bid Tabulation Report
00034-13-14: Annual Bid for Water Meters
Tuesday, May 27, 2014

Item #	Product Code	Product Description	Quantity	Unit Price	Extended
Bidder ID: B001323 - Mainline Supply Company					
120 Shorecrest Rd Columbia, 29209-			Terms and Conditions: I Agree Noncollusion: Y Local Preference: No Certified Local Vendor: N		
1	67000	LOT #1 Neptune, Sensus, Badger, ABB and Hersey only, 3/4" a	1.00	221,523.50	221,523.50
2	6700001	LOT #2 Neptune, Sensus, Badger and ABB only, 1/5" and 2" PL	1.00	0.00	0.00
3	6700002	LOT #3 Neptune, Sensus, Hersey and Badger only, 4" 6" 8" an	1.00	354,446.18	354,446.18
Total Mainline Supply Company					575,969.68

Bidder ID: B001444 - FERGUSON WATERWORKS

166 PONTIAC BUSINESS CENTER DRIVE
ELGIN, 29045-

Terms and Conditions: I Agree
Noncollusion: Y
Local Preference: No
Certified Local Vendor: N

1	67000	LOT #1 Neptune, Sensus, Badger, ABB and Hersey only, 3/4" a	1.00	235,067.00	235,067.00
2	6700001	LOT #2 Neptune, Sensus, Badger and ABB only, 1/5" and 2" PL	1.00	157,560.00	157,560.00
3	6700002	LOT #3 Neptune, Sensus, Hersey and Badger only, 4" 6" 8" an	1.00	684,307.34	684,307.34
Total FERGUSON WATERWORKS					1,076,934.34

Bidder ID: B001447 - BADGER METER, INC.

Terms and Conditions: I Agree
Noncollusion: Y
Local Preference: No
Certified Local Vendor: N

1	67000	LOT #1 Neptune, Sensus, Badger, ABB and Hersey only, 3/4" a	1.00	149,535.00	149,535.00
2	6700001	LOT #2 Neptune, Sensus, Badger and ABB only, 1/5" and 2" PL	1.00	77,850.00	77,850.00
3	6700002	LOT #3 Neptune, Sensus, Hersey and Badger only, 4" 6" 8" an	1.00	480,200.00	480,200.00
Total BADGER METER, INC.					707,585.00

Bidder ID: V009674 - HD SUPPLY WATERWORKS LTD

914 CHRIS DRIVE
WEST COLUMBIA, SC 29169

Terms and Conditions: I Agree
Noncollusion: Y
Local Preference: No
Certified Local Vendor: N

Note: The bid tabulation above may reflect the apparent low bidder; however an evaluation will be done to determine if the bid meets all bid requirements before an award is made.

Bid Tabulation Report
00034-13-14: Annual Bid for Water Meters
Tuesday, May 27, 2014

Item #	Product Code	Product Description	Quantity	Unit Price	Extended
1	67000	LOT #1 Neptune, Sensus, Badger, ABB and Hersey only, 3/4" a	1.00	139,008.00	139,008.00
2	6700001	LOT #2 Neptune, Sensus, Badger and ABB only, 1/5" and 2" PL	1.00	76,536.00	76,536.00
3	6700002	LOT #3 Neptune, Sensus, Hersey and Badger only, 4" 6" 8" an	1.00	366,108.00	366,108.00
Total HD SUPPLY WATERWORKS LTD					581,652.00

Attachment: Bid 00034-13-14 Bid Tabulation (1414 : Water Meters)

Note: The bid tabulation above may reflect the apparent low bidder; however an evaluation will be done to determine if the bid meets all bid requirements before an award is made.

Memo

To: Kelly LeVeck, Purchasing Agent
From: James Johnson, Water Distribution Superinten
Date: 6/27/2014
Re: Acceptance of low bid

Please be advised that the low bid will be
following lots for our annual order of water n

Lot #1	HD Supply
Lot #2	HD Supply
Lot #3	Fortiline

Attachment: Dept. Memo to Award (1414 : Water Meters)



CITY OF COLUMBIA
AGENDA MEMORANDUM

MEETING DATE: July 15, 2014

DEPARTMENT: Purchasing

FROM: Sandra Wright, Purchasing Agent

SUBJECT: 2014 Street Rehabilitation Project

FINANCIAL IMPACT: Street Resurfacing Capital Project/Paving and Asphalt Supplies
4079999 - 623500
City Streets Pavement Maintenance/ Paving and Asphalt Supplies
SR911302 -623500

Note: This project is being funded by the SCDOT "C" Program.

ORIGINAL BUDGET: \$700,000

Request for the contracting of a paving contractor for the City of Columbia 2014 Street Rehabilitation Project as requested by the Street Division.

Two (2) bids were received in response to bid solicitation #00041-13-14, *City of Columbia 2014 Street Rehabilitation Project*. I ask that you seek Council's approval for contracting these services from the lowest responsible and responsive bidder, Sloan Construction Company, at the following quantity and cost.

Qty. 1 lot. - 21 City of Columbia streets to be rehabilitated

Total \$697,666.95

Sloan Construction is located at: 645 Rosewood Dr., Columbia, SC 29210

ATTACHMENTS:

- R157478 2014 Street Rehab Bid 00041-13-14 (PDF)

SCDOT "C" Program

Improving Roads in your county.

About Us:

The C Program is a long-established partnership between SCDOT and the forty-six counties of South Carolina to fund the improvements of state roads, county roads, city streets, and other local transportation projects. SCDOT, like all state transportation departments across the country have quickly learned, the job is too big to accomplish without partnerships. The C Program is successful because local leaders and citizens alike are willing to work with SCDOT to meet the needs of the communities throughout South Carolina. The South Carolina Department of Transportation (SCDOT) C Program was established in accordance with Section 12-28-2740 of the S.C. Code of Laws 1976, as amended.

The C funds are derived from 2.66 cents per gallon of the state gasoline tax. These funds are distributed to each of the 46 counties based on a three part formula. The formula allocates one third of the C funds based on the ratio of the land area of the county to the land area of the state, one third based on the ratio of the county population to the state population and one third based on the rural road mileage in the county to the rural road mileage in the state. By law, each county is responsible for establishing a County Transportation Committee (CTC) appointed by the County's Legislative Delegation. The number of members on the committee can vary from county to county. The CTC is entrusted with the authority to select and approve projects to be funded utilizing C funds.

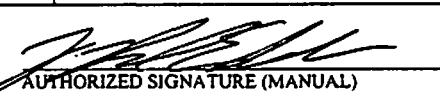
The law stipulates that the counties spend at least twenty-five percent of their apportionment of C funds based on a biennial averaging of expenditures, on the state highway system for construction, improvements, and maintenance. Furthermore, the counties are to spend no more than seventy-five percent of their apportionment each year on their local system. Also, the balance of uncommitted funds carried forward from one year into the next cannot exceed three hundred percent of the county's total apportionment for the most recent year.

During 2007, the Department reorganized the Preconstruction Division of the agency in an effort to improve the delivery of projects and programs including the administration of the C Program. The new organization took the form of four statewide regional production groups, which align themselves around the Metropolitan Planning Organizations and the Council of Government statewide boundaries. This reorganization improved resource management, enhanced communication, improved project ownership, and most importantly proposes to improve the project delivery time to insure roadway projects are in place for the benefit of the citizens of South Carolina. As a result of the reorganization, each regional production group has its own C Program Manager. The C Program Administration's staff responsibilities include administering overall C program issues including financial issues and ensuring compliance with the C fund law.

Bid Tabulation Report
00041-13-14: 2014 Street Rehabilitation Project
Thursday, June 26, 2014

Item #	Product Code	Product Description	Quantity	Unit Price	Extended
Bidder ID: B001847 - Sloan Construction Company					
645 Rosewood Drive Columbia, SC 29201-			Terms and Conditions: I Agree Noncollusion: Y Local Preference: No AMENDMENT: Y Certified Local Vendor: N		
1	91384	City of Columbia 2014 Street Rehabilitation Project. Rehabil	1.00	697,666.95	697,666.95
Total Sloan Construction Company					697,666.95
Bidder ID: B001936 - The Lane Construction Corporation					
P.O. BOX 3846 West Columbia, SC 29171-			Terms and Conditions: I Agree Noncollusion: Y Local Preference: No AMENDMENT: Y Certified Local Vendor: N		
1	91384	City of Columbia 2014 Street Rehabilitation Project. Rehabil	1.00	739,045.10	739,045.10
Total The Lane Construction Corporation					739,045.10

Note: The bid tabulation above may reflect the apparent low bidder; however an evaluation will be done to determine if the bid meets all bid requirements before an award is made.

Submit Responses Online using the City of Columbia's Bid Online Phone Number: (803)545-3470		CITY OF COLUMBIA INVITATION TO BID BIDDER ACKNOWLEDGEMENT	
Bids will be opened at 3:00 P.M. on June 17, 2014 and may not be withdrawn within 60 days after such date and time. <u>All Contractors and subcontractors must be current SCDOT approved and in good standing with SCDOT during this project</u>		Bid No: 00041-13-14	
Date: 5-21-14		Reason For No Bid:	
Bid Title: City of Columbia 2014 Street Rehabilitation Project			
Vendor Name: <u>Sloan Construction Company</u>			
Vendor Mailing Address: <u>P.O. Box 1957</u>			
City-State-Zip <u>Columbia, SC 29202</u>			
Telephone No: <u>803-376-1240</u>			
Fax No: <u>803-376-1967</u>			
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of the bid and certify that I am authorized to submit this bid. In submitting a bid to an agency of the City of Columbia, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Columbia all rights, title, interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of South Carolina for price fixing relating to the particular commodities or services purchased or acquired by the City of Columbia. At the discretion of the City of Columbia, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.			
		 AUTHORIZED SIGNATURE (MANUAL) J. Paul Edwards / Asst Secretary AUTHORIZED SIGNATURE/TITLE (TYPED) Edwardsjp@sloancc.net E-MAIL ADDRESS	

Electronic Bids: All bids must be submitted using the Bid Online System. Bids not submitted on the Bid Online System may be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

1. **EXECUTION OF BID:** Bid must be submitted online by an authorized representative.
2. **NO BID:** If not submitting a bid, respond by indicating no-bid using bid online and explain the reason in the space provided for comments.
3. **BID OPENING:** Shall be public on the date and at the hour specified on the bid. It is the bidder's responsibility to assure that his bid is submitted. Bids which for any reason are not so submitted may not be considered. Offers by telegram or telephone are not acceptable. A bid may not be altered after the opening of the bids. **NOTE:** Bid tabulation will be posted online under the tabulations section of bid online. Bid tabulations will not be provided by telephone.
4. **PRICES, TERMS, & PAYMENT:** Firm prices shall be bid and shall include all packing, handling and shipping or delivery charges.
 - A. **Discounts:** Bidders may offer a cash discount for prompt payment. However, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.
 - B. **Mistakes:** Bidders are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In case of mistake in extension, the unit price will govern.
 - C. **Condition & Packaging:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
 - D. **Safety Standards:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act, and any standards there under, as well as bearing Underwriters Laboratories labels where appropriate.

Attachment: R157478 2014 Street Rehab Bid 00041-13-14 (1426 : 2014 Street Rehabilitation Project)

00041-13-14

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**PURCHASING DIVISION
1136 WASHINGTON STREET 4TH FL.
COLUMBIA, S.C. 29201**

I N V I T A T I O N F O R B I D S

Sealed bids for **City of Columbia 2013 Street Rehabilitation Project** is subject to the conditions, and all provisions, etc., set forth herein and attached, will be received electronically using Bid Online until **3:00 P.M. June 17, 2014** then publicly opened and read. The commodities and/or services must be furnished as described and specified, delivered to **Jobsites**.

All prices bid must include all costs of transportation to the required destination.

All prices quoted by the Bidder will remain firm thru the completion of the project/contract. There will be no payment adjustments based on the Asphalt Cement Price Index.

All Contractors and Subcontractors must be current SCDOT approved and in good standing with SCDOT during this project

Bid No. 00041-13-14

By: Kathy Santandrea, Buyer
Kathy Santandreu

<u>Quantities/Commodities or Services</u>	<u>Total Dollars/Cents</u>
Rehabilitation of 21 City of Columbia streets Per attached quantities and Specifications	<u>\$ 695,031.95</u>
OCP Insurance	<u>\$ 2,635.00</u>
*Total Cost	<u>\$ 697,666.95</u>

***Total cost is the amount that should be entered in bid online.**

Attachment: R157478 2014 Street Rehab Bid 00041-13-14 (1426 : 2014 Street Rehabilitation Project)

00041-13-14

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24. SCOPE OF WORK

See below to view roads included in the contract (maps including start and stop points will be provided at the pre-bid meeting as well as online):

The quantities below are a +/- estimate. It is the vendor's responsibility to take their own measurements (see also paragraph N in the terms and conditions).

Work should be completed in the order below unless otherwise advised by the Street Superintendent in writing.			
	Street Name	Work to be performed	Cost Ea.
1)	Capital Place REMOVED	1) +/- 2800 Sq. Yd. of Preventative Maintenance Thinlift (PMT) 2) No Full Depth Patching (FDP) 3) No Variable Milling 4) Cleaning required before overlay	X
2)	Sigmund Cir	1) +/- 3,400 Sq. Yd. of Preventative Maintenance Thinlift (PMT) 2) No Full Depth Patching (FDP) 3) No Variable Milling 4) Cleaning required before overlay	\$19,655.00
3)	Argent Ct	1) +/- 750 Sq. Yd. of Preventative Maintenance Thinlift (PMT) 2) No Full Depth Patching (FDP) 3) No Variable Milling 4) Cleaning required before overlay	\$4,462.50
4)	Hyatt Ave (From Main St to Columbia College Dr) Windemere JPE	1) +/- 6,300 Sq. Yd. of Preventative Maintenance Thinlift (PMT) 2) 200 Sq. Yd. of 4" Full Depth Patching (FDP) 3) 4,300 Sq. Yd. Variable Milling 4) Cleaning required before overlay	\$36,296.00
5)	Geraldine Rd	1) +/- 2,300 Sq. Yd. of Preventative Maintenance Thinlift (PMT) 2) 50 Sq. Yd. of 4" Full Depth Patching (FDP) 3) No Variable Milling 4) Cleaning required before overlay	\$15,307.50
6)	Medical Dr	1) +/- 9,700 Sq. Yd. of Preventative Maintenance Thinlift (PMT) 2) 150 Sq. Yd. of 4" Full Depth Patching (FDP) 3) 3,900 Sq. Yd. of Variable Milling 4) Cleaning required before overlay	\$76,873.00
7)	Doctor Circle	1) +/- 5,500 Sq. Yd. of Preventative Maintenance Thinlift (PMT) 2) 700 Sq. Yd. of 4" Full Depth Patching (FDP) 3) 1,900 Sq. Yd. of Variable Milling 4) Cleaning required before overlay	\$66,178.00
8)	Alcott Dr	1) +/- 6,100 Sq. Yd. of Preventative Maintenance Thinlift (PMT) 2) 200 Sq. Yd. of 4" Full Depth Patching (FDP) 3) No Variable Milling 4) Cleaning required before overlay	\$42,735.00
9)	Morgan St (From Holmes to Main St) 4500 JPE	1) +/- 7,200 Sq. Yd. of Preventative Maintenance Thinlift (PMT) 2) No Full Depth Patching (FDP) 3) No Variable Milling 4) Cleaning required before overlay	\$27,987.50
10)	Arrowfield Rd (From Martha's Glen to just past Moss Springs. Also intersection of Rutledge)	1) +/- 3,500 Sq. Yd. of Preventative Maintenance Thinlift (PMT) 2) 50 Sq. Yd. of 4" Full Depth Patching (FDP) 3) No Variable Milling 4) Cleaning required before overlay	\$22,147.50
11)	Tree St (From Gervais to Millwood Ave)	1) +/- 5,500 Sq. Yd. of Preventative Maintenance Thinlift (PMT) 2) 100 Sq. Yd. of 4" Full Depth Patching (FDP) 3) No Variable Milling 4) Cleaning required before overlay	\$35,470.00
12)	Hampton Ridge Rd	1) +/- 5,300 Sq. Yd. of Preventative Maintenance Thinlift (PMT) 2) 50 Sq. Yd. of 4" Full Depth Patching (FDP) 3) No Variable Milling 4) Cleaning required before overlay	\$32,270.00

Add:
2
JPEA
JPEAd:
JPE

Attachment: R157478 2014 Street Rehab Bid 00041-13-14 (1426 : 2014 Street Rehabilitation Project)

00041-13-14

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	Street Name	Work to be performed	Cost Ea.
13)	Fairview Dr (From Kirby to Senate St)	1) +/- 1,333 Sq. Yd. of Preventative Maintenance Thinlift (PMT) 2) No Full Depth Patching (FDP) 3) No Variable Milling 4) Cleaning required before overlay	7,873.10
14)	Albemarle St (From Main to Holmes Ave)	1) +/- 2,300 Sq. Yd. of Preventative Maintenance Thinlift (PMT) 2) 50 Sq. Yd. of 4" Full Depth Patching (FDP) 3) No Variable Milling 4) Cleaning required before overlay	15,582.50
15)	Copperfield Ct	1) +/- 1,800 Sq. Yd. of Preventative Maintenance Thinlift (PMT) 2) 200 Sq. Yd. of 4" Full Depth Patching (FDP) 3) No Variable Milling 4) Cleaning required before overlay	18,087.50
16)	Dean Hall Ln	1) 350 Sq. Yd. of 4" Full Depth Patching (FDP) 2) No Preventative Maintenance Thinlift (PMT) 3) 505 Sq. Yd. Variable Milling 4) Cleaning required before overlay	15,625.10
17)	Adger Rd (From Trenholm Rd to Cul-de-sac)	1) +/- 805 Sq. Yd. of Preventative Maintenance Thinlift (PMT) 2) No Full Depth Patching (FDP) 3) No Variable Milling 4) Cleaning required before overlay	4,726.00
18)	Dill Ct	1) 933 Sq. Yd. of 200-lb Surface C Asphalt 2) 384 Sq. Yd. of 4" Full Depth Patching (FDP) 3) 505 Sq. Yd. Variable Milling 4) Cleaning required before overlay	26,633.80
19)	Hillwood Ct	1) 973 Sq. Yd. of 200-lb Surface C Asphalt 2) 493 Sq. Yd. of 4" Full Depth Patching (FDP) 3) 525 Sq. Yd. Variable Milling 4) Cleaning required before overlay	31,315.27
20)	Tanglewood Rd	1) 4009 Sq. Yd. of 200-lb Surface C Asphalt 2) 1849 Sq. Yd. of 4" Full Depth Patching (FDP) 3) 1900 Sq. Yd. Variable Milling 4) Cleaning required before overlay	119,964.57
21)	Mahalo Ln	1) 1747 Sq. Yd. of 200-lb Surface C Asphalt 2) 737 Sq. Yd. of 4" Full Depth Patching (FDP) 3) 950 Sq. Yd. Variable Milling 4) Cleaning required before overlay	50,202.11
22 Windemere Ave. 25,640.00			
OCP Insurance			2635.00
Total Cost of Project*			197,646.95

* Cost for each street and cost of OCP Insurance should be provided.
But only total project cost should be entered on Bid Online

Add #2

JPE

Attachment: R157478 2014 Street Rehab Bid 00041-13-14 (1426 : 2014 Street Rehabilitation Project)

Santandreu, Kathy C

From: Goins, Thomas D
Sent: Monday, June 30, 2014 9:55 AM
To: Santandreu, Kathy C
Cc: Sweatt, Robert (rgsweatt@columbiasc.net)
Subject: 2014 Street Rehabilitation Project Bid No: 00041-13-14

Kathy,
We recommend Sloan Construction Company for the construction work on the above referenced project (Bid No: 00041-13-14) with the low bid total of \$697,666.95.

Thanks,



We Are Columbia

Destin Goins, Assistant Superintendent
Public Works – Street Division
2910 Colonial Drive, Columbia, SC 29203
Phone: 803-545-3790
Fax: 803-545-3785
tdgoins@ColumbiaSC.net

Attachment: R157478 2014 Street Rehab Bid 00041-13-14 (1426 : 2014 Street Rehabilitation Project)



CITY OF COLUMBIA
AGENDA MEMORANDUM

MEETING DATE: July 15, 2014

DEPARTMENT: Purchasing

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Extension for Waste Hauling and Container Rental

FINANCIAL IMPACT: Utilities Metro Wastewater Plant- Special Contracts
5516208 - 638300 \$ 648,000.00
07/15/14 5516208 · Utilities: Metro WWTP

ORIGINAL BUDGET: \$648,000.00

CLEAN WATER 2020?: No

I respectfully request for Council to exercise the option to extend an additional year as described in the original contract. The original contract was entered into with Waste Management, Inc. on July 1, 2013 (Bid#00034-12-13) for the services of Screenings, Grit, & Sludge Hauling and Container Rentals as requested by Wastewater Treatment Plant. This item is not taxable.

I ask that you seek Council's approval to continue this contractual agreement, with Waste Management, Inc., at an amount not to exceed the following:

Screening, Grit, Sludge Hauling And Container Rental	
Total	\$ 648,000.00

Waste Management, Inc. is located in Elgin, SC 29045

This will be charged as follows:

Utilities Metro Wastewater Plant- Special Contracts 5516208 - 638300	\$ 648,000.00
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ATTACHMENTS:

- Bid#0034-12-13 Correspondence to Proceed with Renewal (MSG)

Action Item (ID # 1413)

Meeting of July 15, 2014

- Signed City of Columbia renewal (PDF)
- Waste Management Bid (PDF)

Moore, Erika

From: LeVeck, Kelly L
Sent: Friday, May 30, 2014 11:03 AM
To: Zimmerman, Madeline
Cc: Wiman, David R; Sealey, Stephen; Davis, William H
Subject: Bid#0034-12-13 Water Management

Tracking:	Recipient	Read
	Zimmerman, Madeline	Read: 5/30/2014 12:16 PM
	Wiman, David R	Read: 5/30/2014 12:22 PM
	Sealey, Stephen	Read: 5/30/2014 11:55 AM
	Davis, William H	Read: 6/2/2014 4:33 PM

Madeline,

After talking with Stephen yesterday, I understand Waste Management is in compliance now. I will sending out a renewal for Screenings, Grit, and Hauling this afternoon.

Thank you,



We Are Columbia

Kelly LeVeck, Buyer

Purchasing Division

1136 Washington Street, Columbia, SC 29201

Phone: 803-545-3472

Fax: 803-733-8408

ColumbiaSC.net

Attachment: Bid#0034-12-13 Correspondence to Proceed with Renewal (1413 : Extension for Waste Hauling and Container Rental)



May 30, 2014

Waste Management
Attn: Mindy Spires Miller
1047 Hwy Church Road
Elgin, SC 29045

Dear Ms. Miller,

The City of Columbia would like to extend the current bid contract (00034-12-13) for Screenings, Grit, and Sludge Hauling and Container Rental from July 1, 2014 until June 30, 2015 at the present contract price of \$648,000.00. This price is the total of all hauling and container rentals as stated in the current contract which expires on July 1, 2014. This requested extension is based upon Waste Management compliance to the same terms, conditions and special instructions as previously awarded.

The City of Columbia's Metro Wastewater Treatment Plant would require (approximately) 3,330 hauls of screenings, grit, and sludge until June 30, 2015 based on the plants performance. This is an estimated projection of hauling of screenings, grit and sludge and the City's actual requirements may be more or less than this amount based on actual need. Further, the City makes no commitment to procure any specific or guaranteed quantities during the term of this extension. Please, feel free to contact me if you have any questions. If you agree these terms and conditions listed above, please sign and return to me.

Authorized Signature

Date

Sincerely,

Kelly LeVeck

Kelly LeVeck, Buyer
803-545-3472
klleveck@columbiasc.net

Attachment: Signed City of Columbia renewal (1413 : Extension for Waste Hauling and Container Rental)

Bid No: 00034-12-13

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**PURCHASING DIVISION
1136 WASHINGTON STREET 4TH FL.
COLUMBIA, S.C. 29201**

I N V I T A T I O N F O R B I D S

Sealed bids for the Screenings, Grit, & Sludge Hauling and Container Rentals is subject to the conditions, and all provisions, etc., set forth herein and attached, will be received electronically using Bid Online until 3:00 (P.M.) July 3, 2013 then publicly opened and read. The commodities and/or services must be furnished as described and specified, delivered to the Landfill.

All prices bid must include all costs of transportation to the required destination.

Bid No. 000025-12-13

00034-12-13 MSM

By: LaWana Robinson, Buyer

LaWana Robinson

**QUANTITIES/COMMODITIES,
OR SERVICES**

**UNIT PRICE
DOLLAR CENTS**

Screenings, Grit, & Sludge Hauling and
Container Rentals for the Metro Wastewater
Treatment Plant.

\$ 648,000.⁰⁰

(Total of all hauling & container rental)

The OWNER has designated disposal sites within a 40 mile radius from the WWTP site for disposal of screenings, grit, & sludge.

The total contract period will be for one (1) fiscal year, beginning July 2013 and terminating on June 30, 2014, with a possible extension/renewal of one (1) more year. The total contract period cannot exceed two years.

There will be a Mandatory Pre-Bid Meeting on June 25, 2013 at 2:00 p.m. at the Metro Wastewater Treatment Plant located at 1200 Simmon Tree Lane, Columbia, SC 29201. Bidders must attend the Pre-Bid meeting to qualify.

Note:

1. In addition to submitting bid response using Bid Online, vendor will also attach to Bid Online, mail, and/or hand deliver pages 1, 4, 14-18 of bid package as well as all literature and vehicle specifications before bid opening. If delivered package must clearly be marked BID#00034-12-13.
2. All questions must be submitted to Bid Online by June 25, 2013 at 2:00 P.M.
3. All bids (pricing) must be submitted online.

NOTICE TO BIDDERS: Bids must be submitted online. Bids made otherwise will be subject to rejection. All taxes on any item that the City may be required to pay must be shown separately, not included in the price bid.

Attachment: Waste Management Bid (1413 : Extension for Waste Hauling and Container Rental)

Bid No: 00034-12-13

Page No: 2

General Conditions Continued

6. **INTERPRETATIONS:** Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than ten (10) days prior to the bid opening. Inquiries must reference the date of bid opening and bid number. No interpretation shall be considered binding unless provided in writing by the City of Columbia in response to requests in full compliance with this provision.
7. **CONFLICT OF INTEREST:** All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the City of Columbia or any of its agencies. Further, all bidders must disclose the name of any City employee who owns directly or indirectly, an interest of five percent (5%) or more in the bidder's firm or any of its branches.
8. **AWARDS:** As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical district basis and/or on a statewide basis with one or more suppliers; to reject any and all bids or waive any minor irregularity or technicality in bids received. When it is determined that there is no competition to the lowest responsible bidder, evaluation of other bids is not required. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive.
9. **SERVICE & WARRANTY:** Unless otherwise specified, the bidder shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidders must explain on an attached sheet to what extent warranty and service facilities are provided.
10. **SAMPLES:** Samples of items, when called for, must be furnished free of expense, and if not destroyed, may upon request, be returned at the bidder's expense. Each individual sample must be labeled with bidder's name, manufacturer's brand name and number, bid number, and item reference. Samples of successful bidder's item(s) may remain on file with the Purchasing Division for the term of the contract. Request for return of samples shall be accompanied by instructions, which include shipping authorization and name of carrier, and must be received within ninety (90) days after bid opening date. If instructions are not received within this time, the commodities shall be disposed of by the City of Columbia.
11. **NON-CONFORMANCE TO CONTRACT CONDITIONS:** Item(s) may be tested for compliance with specifications under the direction of the Purchasing Division, or by other appropriate testing laboratories. The data derived from any tests for compliance with specifications are public record and open, to examination. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in bid and/or purchase order may result in bidder being found in default, in which event any and all re-procurement costs may be charged against the defaulting contractor. Any violation of these stipulations may also result in:
- A. Suppliers name being removed from the Purchasing Division's vendor mailing list.
 - B. All City divisions being advised not to do business with the supplier without written approval from the Purchasing Division until such time as the supplier reimburses the City for all reprocurement and cover costs.
12. **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency unless loss or damage results from negligence by the ordering agency. The contract supplier shall be responsible for filing, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims, the ordering agency will:
- A. Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
 - B. Report damage (Visible and Concealed) to the carrier and contract supplier, confirming such reports, in writing, within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.
 - C. Retain the item and its shipping container, including inner packing material, until inspection is performed by the carrier, and disposition given by the contract supplier.
 - D. Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.
13. **PATENTS & ROYALTIES:** The bidder, without exception, shall indemnify and hold harmless the City of Columbia and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process or article manufactured or used in the performance of the contract, including its use by the City of Columbia. If the bidder uses any design, device or materials covered by letters, copyright or patent, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in anyway involved in the work.
14. **PRICE ADJUSTMENTS:** Any price decrease effectuated during the contract period by reason of market change shall be passed on to the City of Columbia. This shall also apply to all in-place equipment or rent or lease plans.
15. **CANCELLATION:** This contract, for the protection of both parties, may be cancelled in whole or in part by either party by giving thirty (30) days prior notice in writing to the other party.
16. **RENEWAL:** The Purchasing Division reserves the option to renew the period of this contract, or any portion thereof, for an additional contract period. Renewal of the contract period shall be by mutual agreement in writing.
17. **LIABILITY:** The supplier shall hold and save the City of Columbia, its officers, agents and employees harmless against the claims by third parties resulting from the supplier's breach of this contract or the supplier's negligence.
18. **FACILITIES:** The City reserves the right to inspect the bidder's facilities at any reasonable time with prior notice.
19. **LITERATURE & PRICE LIST:** The successful bidder must provide a copy of any product literature and price list in excellent quality.
20. **LICENSES AND PERMITS:** It shall be the responsibility of the successful bidder to secure any applicable licenses or permits necessary to do business in the City of Columbia.
21. Upon award to the vendor by the appropriate authority, the terms and conditions contained in the invitation to bid and any attached specifications or other documents attached thereto shall become the contract between the City of Columbia and the vendor.



CITY OF COLUMBIA
AGENDA MEMORANDUM

MEETING DATE: July 15, 2014

DEPARTMENT: Utilities and Engineering

FROM: *Joey Jaco, Director of Utilities and Engineering*

SUBJECT: SSES Rocky Branch 1 - The above referenced Agreement will allow for technical engineering support for a Sewer System Evaluation Study (SSES) of Rocky Branch 1. This study is to identify problems that may lead to sanitary sewer overflows.

FINANCIAL IMPACT: The budget for this project is \$7,293,500.00 (\$1,293,500.00 for design and \$6,000,000.00 for construction). Brown & Caldwell, Inc. is a SBE firm located in Columbia and is an approved Mentor Protégé. The Protégé for this project is 4-D Engineering a WBE firm located in Lexington will receive 60.2% of the contract value. The Protégé will provide sewer assessment, field data, QA/QC assessment, permitting and construction administration. Funding for this Agreement will come from the Sanitary Sewer Budget (5529999-SS7280-636600). Services to be performed will impact all City Council Districts.

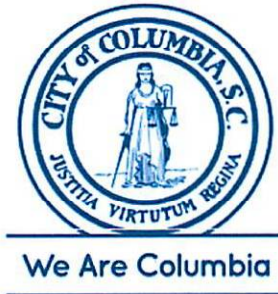
ORIGINAL BUDGET: \$7,293,500.00 (\$1,293,500.00 Design/\$6,000,000.00 Construction)

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: Yes

ATTACHMENTS:

- Brown.&.Caldwell.2014.Sanitary.Sewer.System.Evaluation.Rocky.Branch1.Council.Memo. (PDF)
- Brown.&.Caldwell.2014.Sanitary.Sewer.System.Evaluation.Rocky.Branch.1.Agreement. (PDF)
- Brown.&.Caldwell.2014.Sanitary.Sewer.System.Evaluation.Rocky.Branch.1.Map (PDF)



Utilities & Engineering Department
Contracts

1136 Washington Street, Columbia, SC 29201 · Phone 803-545-3372 · Fax 803-545-3322

INTER OFFICE MEMORANDUM

TO: Ms. Teresa Wilson, City Manager

FROM: Joseph D. Jaco, P.E., Director of Utilities & Engineering 

SUBJECT: **CITY COUNCIL AGENDA ITEM:** Agreement for Engineering Services between the City of Columbia and Brown & Caldwell, Inc., for a Sewer System Evaluation Study of Rocky Branch 1
Project Funding: 5529999-SS7280-636600

Date: June 25, 2014

The above referenced Agreement will allow for technical engineering support for a Sewer System Evaluation Study of Rocky Branch 1. This study is to identify problems that may lead to sanitary sewer overflows.

Staff has negotiated a fee not to exceed \$1,293,500.00 for the specified needs above with Brown & Caldwell, Inc. The budget for this project is \$7,293,500.00 (\$1,293,500.00 for design and \$6,000,000.00 for construction). Brown & Caldwell, Inc. is a SBE firm located in Columbia and is an approved Mentor Protégé. The Protégé for this project is 4-D Engineering a WBE firm located in Lexington will receive 60.2% of the contract value. The Protégé will provide sewer assessment, field data, QA/QC assessment, permitting and construction administration. Funding for this Agreement will come from the Sanitary Sewer Budget (5529999-SS7280-636600). Services to be performed will impact all City Council Districts.

The Legal Department has reviewed the Agreement. The Director of Utilities and Engineering and the ACM for Operations recommends its approval.

Brown.&.Caldwell.2014.Sanitary.Sewer.System.Evaluation.Rocky.Branch1.Council.Memo

Attachment: Brown.&.Caldwell.2014.Sanitary.Sewer.System.Evaluation.Rocky.Branch1.Council.Memo. (1428 : SSES Rocky Branch 1 (Brown &

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT is made this ____ day of _____, 20__, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and Brown & Caldwell, Inc., (hereinafter referred to as the "Engineer"), for Engineer to provide technical engineering support for a Sewer System Evaluation Study (SSES) of Rocky Branch 01. This study is to identify problems that may lead to sanitary sewer overflows (SSOs) more fully described in Exhibit A, attached hereto. Funding for this project is 5529999-SS7280-636600.

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

I. Scope of Services

Upon written notification by the City to proceed, the Engineer shall complete the scope of services more fully described in Exhibit A, attached hereto. The Engineer 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.

II. Supplemental or Additional Services

Supplemental or Additional Services may be required of the Engineer by the City or recommended by the Engineer and approved by the City in writing.

The Engineer must obtain written approval from the City for any Supplemental or Additional Services prior to the work being performed. If the Engineer fails to obtain prior written approval to perform the work, the City is under no obligation to compensate the Engineer for services performed.

III. Term of Agreement

This Agreement shall expire, unless terminated earlier as provided for herein, on June 30, 2017, or at such time the total compensation provided for herein is reached, whichever is earlier.

IV. Schedule for Completion of Services

Time is of the essence. The Engineer shall complete any and all services performed under this Agreement within the timeframes as outlined in Exhibit C, attached hereto.

V. Compensation

A. The total compensation to be paid by the City to the Engineer under this Agreement shall not exceed One Million Two Hundred Ninety Three Thousand Five Hundred and No/100 (\$1,293,500.00).

B. The Engineer shall submit invoices no more frequently than monthly for services rendered during each task 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). **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 Sub-consultants shown on Exhibit D hereto, and identify if the subcontractor is a Minority or Female Business Enterprise. Each invoice shall bear the signature of the Engineer, which signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

VI. Indemnification, Hold Harmless and Insurance

A. The Engineer shall provide to the City evidence of Professional Liability Insurance in an amount not less than One Million and no/100 (\$1,000,000.00) Dollars per occurrence and Two Million and no/100 (\$2,000,000.00) Dollars Aggregate and General Liability Insurance in accordance with the current Columbia Code of Ordinances, which can be located at www.columbiasc.net.

B. The Engineer 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 Engineer and any subcontractor of the Engineer commencing any services under this Agreement. The City of Columbia shall be the Certificate Holder and shall be named as an Additional Insured.

C. The Engineer shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Engineer's performance or nonperformance of the services or subject matter called for in this Agreement.

VII. Mentor-Protégé Program (<http://www.columbiasc.net/business-outreach/>)

The City of Columbia shall encourage, 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 Engineer must comply with Mentor-Protégé Program Guidelines. The Engineer agrees that the Mentor Protégé Program does not create any contractual rights and/or duties between the City and the Protégé and that the City is not a party to the Implementation Plan. The Engineer agrees that it has entered into, or will enter into, a separate subcontract agreement with the Protégé to which the City is not a party.

VIII. Permits and Licenses

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

B. The Engineer shall be responsible for identifying and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City in order for the Engineer to perform the services required under this Agreement. Such approvals and/or permits may include, but not necessarily be limited to, SCDHEC Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water Resources Permits, Corps of Engineers Permits, City/County/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 Engineer and pay any costs relating to same.

C. The Engineer 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 Engineer shall procure a City of Columbia business license while performing services under this Agreement.

IX. Duties upon Termination

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

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

C. Force Majeure;

D. The City shall, at its sole option and discretion, have the right to terminate this contract 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 Engineer shall only be entitled to the actual direct costs of all labor and material expended on the services required under this Agreement prior to the effective date of the termination or the Engineer shall be entitled to be paid a pro-rata percentage of the total Agreement price which is equal to its percent of completion, whichever of the two methods provides the lowest sum to be paid to the Engineer. In no event shall the Engineer be entitled to anticipatory profit or damages for any termination under this Agreement. In no event shall the Engineer be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

XI. Ownership of Project Documents

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

XII. Notice

A. Written notice to the City shall be made by placing such notice in the United States Mail, postage prepaid and addressed to: Director of Utilities and Engineering, City of Columbia, Post Office Box 147, Columbia, South Carolina 29217.

B. Written notice to the Engineer shall be made by placing such notice in the United States Mail, postage prepaid and addressed to: Brown & Caldwell, Inc., 250 Berry Hill Road, Suite 104, Columbia, SC 29210.

XIII. Consent Decree

A. The services performed by the Engineer pursuant to this Agreement are required in whole or in part to satisfy the terms of the Consent Decree entered by the United States District Court for the District of South Carolina on May 21, 2014, in the case captioned *The United States of America and State of South Carolina by and through the Department of Health and Environmental Control v. City of Columbia*, Civil Action No. 3:13-2429-TLW (the "Consent Decree"), a copy of which has been provided to the Engineer by the City and is incorporated by reference herein. The Engineer 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 of Section XI above, the Engineer 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 Engineer's possession or control that relate in any manner to the Engineer's performance under this Agreement ("Preserved Documents"). Upon the Engineer's performance of all services required under this Agreement, the Engineer shall provide the City with all Preserved Documents. In addition to the requirements of Section IX above, the Engineer shall provide the City with all Preserved Documents upon termination of this Agreement pursuant to Section X.

C. Upon the occurrence of a force majeure event as defined in Paragraph 55 of the Consent Decree, the Engineer 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 Engineer first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the Engineer 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 Engineer's rationale for attributing such delay to a force majeure event. The Engineer shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.

D. Pursuant to Section VI above, the Engineer shall reimburse the City the amount of any stipulated penalties imposed on the City pursuant to Paragraph 47 of the Consent Decree if the Engineer neglects, fails, or refuses to meet the deadlines set forth in Exhibit C attached hereto. The Engineer 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 Engineer which 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 pursuant to Section VI and Section XIV(E) for the Engineer's failure to perform pursuant to the Agreement, including the failure to meet the deadlines set forth in Exhibit C attached hereto.

E. The Engineer shall perform the services pursuant to this Agreement using sound engineering practices as set forth in Paragraph 9 of the Consent Decree.

XIV. Miscellaneous

A. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Engineer.

B. The Engineer shall be responsible for performance of all services required by this Agreement. The Engineer does not act as the City's agent or employee.

C. The Engineer will not assign or sublet its obligations to perform the services required by this Agreement without the written consent of the City.

D. In the event there are any disagreements between the City and the Engineer with regard to any of the requirements, specifications or interpretation of this Agreement, the Engineer agrees to defer to the reasonable interpretations of the City as, from time to time may be made by the City. Ambiguities in the terms of this Agreement, if any, shall not be construed against the City.

E. This Agreement shall be construed in accordance with the laws of the State of South Carolina. The Engineer agrees to subject itself to the jurisdiction and venue of the Circuit Courts of Richland 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 Engineer 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 Engineer.

F. This Agreement represents the entire agreement between the City and the Engineer and supersedes all prior communications, negotiations, representations or agreements, either written or oral. Only written Change Order signed by both the City and the Engineer may amend this Agreement.

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

H. In the event any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.

I. This Agreement is subject to City Council approval.

J. The Engineer 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, City employees are prohibited from accepting anything of value from any person. "Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

By: _____

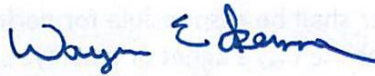
Teresa Wilson, City Manager

Brown & Caldwell, Inc.


Saretta Williams

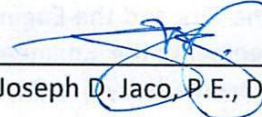
Witness

6/23/2014

By: 
Wayne E. Isman

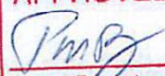
Title: Vice President

RECOMMENDED BY: _____


Joseph D. Jaco, P.E., Director of Utilities and Engineering

RECOMMENDED BY: _____

Melissa A. Gentry, P.E., Assistant City Manager for Operations

APPROVED AS TO FORM
 6.11.14
Legal Department, City of Columbia

Brown.&Caldwell.2014.Sanitary.Sewer.System.Evaluation.Rocky.Branch.1.Agreement.kr

EXHIBIT A SCOPE OF SERVICES

City of Columbia CIP SS7280

Sewer System Evaluation Study and Sewer Rehabilitation Implementation

The services performed as a part of this project include providing technical engineering support to the City of Columbia (CITY) for a Sewer System Evaluation Study (SSES) of a portion of the CITY's sanitary sewer system to identify problems that may lead to sanitary sewer overflows (SSOs). The investigations are intended to identify structural, operations and maintenance, and infiltration and inflow (I/I) related problems. The services will include development and design of recommended sewer rehabilitation measures to restore the functionality of the sanitary sewer system while correcting I/I related problem. The services will also include support during implementation of those sewer rehabilitation measures. The intent of this project is to meet the requirements of the Continuing Sewer Assessment Program (CSAP) and the Infrastructure Rehabilitation Program (IRP) which are components of the Consent Decree under which the City is performing this work.

In this scope and all associated attachments, the CITY and OWNER are synonymous. The term CONTRACTOR refers to the firm performing the field services (ENGINEER OR SUBCONSULTANT) during the study and design phase, and refers to the construction contractor during the construction phase in this scope and Exhibit E.

The project area is identified in Figure 1. Pipes 15-inches in diameter and greater, and manholes connected to these pipes, will be assessed under a separate contract and are excluded from this Scope of Services. Pipes determined to be 15-inches in diameter and larger shall be field verified at the lowest downstream end, and verified by the City based on information currently available to avoid gaps in data. These pipes and associated manholes shall be added to the scope at the direction of the CITY if they have been determined to have not been previously inspected.

The purpose of this project is to collect data for a portion of the CITY's collection system infrastructure for use in determining rehabilitation and replacement needs. This Scope of Services specifically includes the following SSES tasks:

- Manhole Survey
- Sanitary Sewer Closed Circuit Television (CCTV) Inspection
- Zoom Camera Television Pipe Inspection
- Gravity Sewer System Manhole Inspections
- Gravity Sewer System Smoke Testing
- Dye Testing

This project includes implementation of subsequent sewer system rehabilitation to address high priority problems that may lead to SSOs. This includes correcting structural and maintenance related defects and correcting sources of I/I. The rehabilitation implementation tasks include design of the high priority rehabilitation measures, bidding services, and general services support during construction of the sewer rehabilitation.

Exhibit A-1

Sanitary Sewer System Evaluation Report
Rocky Branch 1
City of Columbia
South Carolina
2014

The purpose of this report is to provide a detailed evaluation of the sanitary sewer system in Rocky Branch 1. The evaluation was conducted in accordance with the standards set forth in the South Carolina Sanitary Sewer Design and Construction Manual. The report includes a description of the system, a list of deficiencies, and recommendations for improvement.

The sanitary sewer system in Rocky Branch 1 consists of approximately 1.5 miles of pipe. The pipe is made of concrete and has a diameter of 36 inches. The system is located in an area with a high water table, which has caused some of the pipe to become saturated. This has resulted in some of the pipe being damaged and leaking.

The evaluation identified several deficiencies in the system. These include: 1) pipe damage and leakage, 2) inadequate slope, 3) inadequate depth, and 4) inadequate ventilation. These deficiencies can cause a variety of problems, including: 1) pipe failure, 2) odors, 3) gas buildup, and 4) flooding.

Recommendations for improvement include: 1) pipe replacement, 2) slope correction, 3) depth correction, and 4) ventilation improvement. These recommendations are based on the findings of the evaluation and are intended to bring the system up to the standards set forth in the South Carolina Sanitary Sewer Design and Construction Manual.

APPROVED AS TO FORM
Legal Department, City of Columbia

The specifications and all associated requirements in Exhibit E shall apply throughout this scope of services, even if not specifically referenced. ENGINEER to determine with OWNER where specific tasks within the specifications fall into the overall Scope of Work if not clearly defined.

The asset naming conventions are currently being modified, and may vary slightly from what is presented currently in the Scope and attached specifications. Please coordinate with the City before beginning work to verify naming conventions to be used throughout the project.

Task 1.0 – Project Management and Administration during Assessment and Design

ENGINEER 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, ENGINEER will:

- Communicate with the CITY through a single point of contact, the ENGINEER's Project Manager.
- Throughout the project, the ENGINEER will maintain regular contact through the CITY's staff. This scope includes a kickoff meeting at the beginning of the project and monthly progress meetings during the execution of Tasks 1, 2 3, 4, and 5, and will include a 30% Design Review Meeting. The ENGINEER will issue meeting minutes for each meeting during the project. During Task 5, the ENGINEER will hold a progress meeting at the 90 percent design completion milestone. At the project milestones (30 percent and 90 percent), the ENGINEER will compile all comments received during the meetings and respond to one consolidated set of comments from the CITY utilizing the City's Standard Comment Form. Responses to the comments will be checked for acceptance by individual commenters in a timely manner as to avoid undue delay to the project, 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 4 sets of design and construction documents will be delivered for each submittal (30 percent, 90 percent, draft final and final bid set). Electronic copies of the contract documents will also be delivered in PDF format. Milestone checklists will be utilized by the City's review team during the 30 and 90 percent design review meetings. A copy of these checklists will be provided by the CITY.
- Provide monthly schedule updates pertaining to ENGINEER's portion of the work to the CITY. The schedule shall be included with an updated Monthly Progress Report to be submitted with a draft invoice to the CITY for review. A project schedule shall be created and updated not less than monthly in MS Project or P6. The initial detailed project schedule shall be reviewed by the City before proceeding with the scope of work. 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 and approval shall be provided in hard copy and electronically in PDF format at a minimum.
- ENGINEER shall submit a Work Summary spreadsheet that the CITY will utilize to report to CityWorks on areas that have been inspected or rehabilitated along with each monthly invoice. A comprehensive list is to be provided with each invoice identifying each pipe and/or manhole or other asset, and what was done (cleaning, etc). A sample Work Summary template will be provided by the CITY for this spreadsheet.

Exhibit A-2

- ENGINEER will utilize the City-provided SharePoint, a web based document storage, sharing, and controls website currently utilized by the City, to share and file documentation of project progress, data, decisions, deliverables, design and management of the project.
- Implement and adhere to internal quality control and quality assurance procedures and also ensure all work performed by subconsultants and subcontractors meets these quality control and quality assurance procedures prior to issuance of all deliverables.
- The ENGINEER shall be responsible for the implementation of the City's Public Relations Plan and public notification as required in Exhibit E for public notification prior to sewer cleaning, sewer CCTV inspection, smoke testing and dye water testing during the system evaluation and design phase of the project. ENGINEER shall attend one public meeting that will occur at approximately the 90 percent design milestone. ENGINEER shall prepare design technical documents and materials for the meeting, including draft design plans. Engineer shall also have a computer with data accessible to show project area mapping, CCTV videos, zoom camera videos, photos, etc of the project area and will show the information upon request at the meeting. As part of Task 5, the City may request additional public meeting attendance or other assistance. Such additional request will be considered Additional Services under Attachment A to this Exhibit A, Scope of Services.
- Invoicing for this Task will occur through the duration of the project until the completion of Task 5.

Task 2.0 - Data Management

Data management is an imperative aspect to any successful SSES. A centralized project database will be created to organize and manage the collected information, and will be imported into the City's GIS system. The data management task will include the following activities:

1. **Review and Update Existing Asset Information (GIS Mapping and System Connectivity)**- ENGINEER will request a copy of and update existing system information from the CITY's most recent wastewater utility network GIS dataset, including base aerial mapping, and will apply the current asset naming protocol to all features that are not currently using this nomenclature, while maintaining legacy naming protocols to allow the City to link old data to the new naming. ENGINEER to request and use available Record Drawings provided by the CITY to supplement the GIS information available to identify existing manholes and pipes and their attributes in the project area. The asset naming protocol will be based on using a sub-basin ID and a unique identifier as specified in Exhibit E. As part of this process the ENGINEER will identify and correct flow and connectivity issues within the dataset as well as any data gaps or missing/inconsistent data values. ENGINEER will provide GIS data layers identifying the location of each issue and will provide an updated, complete GIS dataset to the CITY at the completion of field data collection activities. Updated GIS datasets must meet the data development requirements as dictated by the City. The information updated in this section is for mapping and system connectivity and does not include inspection and condition assessment data. ENGINEER to work with the City on integrating updated mapping into the City's existing GIS.
2. **Review of System Condition Information** - ENGINEER will collect and review City provided historical SSO information for the project area and will interview CITY operations staff for help in identifying problem areas. The ENGINEER will conduct a field visit

Exhibit A-3

(windshield survey) of the project area to become more knowledgeable about the existing site conditions. Priority for the initial field visit shall be given to system components that include, at a minimum, pipes within close proximity to potentially inundated water bodies, pipes within the floodplain, and critical areas such as major road crossings, aerial crossings, and railroad crossings.

3. **Data Quality Control Review** – ENGINEER will utilize the CITY approved database software and management tools to perform quality control and review of all data collected during the project. Quality control and continuity checks will include but not be limited to the following:
 - a. Flow and connectivity checks to verify that the updated wastewater network data set (in GIS format) contains proper pipe flow directions and that all network features (manholes, pipes, etc.) are connected or coincident spatially in order to provide an accurate and connected electronic network representing the physical network installed. The ENGINEER will not perform any hydraulic modeling of the system, but will only conduct a visual observation of the flow path and physical connectivity.
 - b. All inspection records (manhole, CCTV, etc.) must link to the GIS features using the unique feature identifiers as specified in each of the detailed technical specifications documents for each type of work to be performed as part of the study (see Exhibit E).
 - c. Data collected during the field inspection work must be checked against standard engineering practices such that pipe and structure invert elevations do not result in adverse slopes or are in conflict (unless field confirmed). Pipe materials and diameters should be consistent throughout contract or linear areas and should increase in diameter towards downstream areas of the system, unless a pipe diameter change is confirmed in the field.
 - d. All database field values entered should be consistent and match valid codes provided by the City or as defined in Exhibit E.
 - e. Notations or free-form comments within the database should follow guidance provided in Exhibit E and be consistent such that the same comment should be used to reference similar notes or observations.
 - f. All Mapping, Inspection and Condition Assessment Data Submittals-ENGINEER will review all submittals provided by their SUBCONSULTANT and notify their SUBCONSULTANT of any deficiencies found for correction and resubmittal. Once the submittal has been deemed final/approved, ENGINEER shall submit this to the OWNER on a monthly basis at the monthly progress meeting unless another date is agreed upon, including any corrections that were made.

ENGINEER to conduct a quality check on all submittals received following a Quality Control Plan submitted to and approved by the OWNER. CONTRACTOR to submit separate detailed Quality Control Plan to ENGINEER and OWNER for approval for internal review before sending submittals to ENGINEER for review. All subsequent submittals must be in compliance with this approved plan. Documentation of compliance with this plan is to be submitted with each milestone submittal.

ENGINEER shall submit Smoke Testing, Dye Testing, CCTV and Manhole Inspection databases and associated data (including digital photographs, videos, and any other

Exhibit A-4

associated records) on a monthly basis to the OWNER after a full Quality Control review. See Exhibit E for additional information on these submittals. ENGINEER may coordinate with the CONTRACTOR to consolidate submittals from other types of testing if same contractor is conducting the work.

OWNER to be provided with a Final External Hard Drive by the ENGINEER with the first monthly submittal to allow for subsequent monthly data submittals to be loaded throughout the project. Final External Hard Drive refers to the master hard drive that will be large enough to store all of the data collected for the duration of the project, and will become property of the OWNER upon completion of the project. The ENGINEER shall compile and submit to OWNER a sample complete database submittal and all associated data for detailed review before the first monthly data submittal. The sample set shall include 10 to 15 tests/inspections, and all associated data such as photos, videos, inspection forms, etc. that are required for each type of test/inspection. This sample set will be reviewed by the OWNER and any deficiencies will be noted to the ENGINEER for correction and resubmittal. All photos/videos and associated data files should be loaded onto the hard drive in such a manner that they can easily be related to the databases. Folders should not be used unless required by the databases-files should have unique file names as specified in Exhibit E so they can be loaded into one directory without duplication of names.

ENGINEER shall keep a digital log in either excel or database format tracking all submittals received from CONTRACTOR, and all submittals made to OWNER. This shall include at a minimum:

Date received from CONTRACTOR, date of submittal to OWNER, what is included in submittal (this must be clear so that at the end of the project when all of the submittal data is loaded onto one drive each submittal can be clearly identified based on this information- this should include the type of information (i.e. videos, photos etc), and the associated areas and assets being included as defined in each database)

In the unlikely event that field testing is delayed for such things as inclement weather, conditions un conducive to testing, or the OWNER placing the project on hold, etc. results in minimal field work for a particular month, the monthly reporting will be omitted for that month and the testing results included with the subsequent month. Neither the ENGINEER nor the field subconsultants/contractors will clear easement, build access roads, or creek crossing to facilitate access to sewer lines designated for cleaning and CCTV inspection. Only those sewer lines that can be reasonably accessed with standard cleaning equipment (i.e. a standard combination cleaning/vacuum unit and easement machine) will be cleaned. For those lines that cannot be accessed and cleaned with the previously listed standard cleaning equipment, an attempt will be made to inspect the lines using CCTV equipment.

Upon conclusion of each type of testing/inspection the ENGINEER shall resubmit a complete final database and all associated data and files to the CITY to ensure completeness and allow for review before deeming them FINAL.

Exhibit A-5

Task 3.0 - Sewer Assessment

The sewer assessment to be conducted as a part of this task shall include manhole survey, manhole inspection, zoom camera inspection, smoke testing, CCTV, and dye testing of pipes less than 15-inches in diameter within the project area and all manholes associated with these pipes. The intent of this project is to perform survey and manhole inspections of all manholes in the project area. Zoom camera inspections will be conducted of all city-owned pipes connecting to these manholes. Smoke testing will be conducted for all pipes within the project area less than 15-inches in diameter, and the manholes connected to those pipes. It is estimated that the project area contains approximately 657 manholes associated with pipes less than 15-inches in diameter, and 196,540 linear feet of sewer main less than 15-inches in diameter.

Information from all field inspections will ultimately be stored in the CITY's existing data management system. To facilitate this, during the course of the project, the ENGINEER shall store and manage the data in accordance with the specifications in Exhibit E. At the conclusion of the project, all data shall be submitted in a digital format following the requirements of the specifications in Exhibit E and utilizing the electronic database formats given in the template files provided as part of various data collection specifications.

A brief summary of the technical requirements for the listed field inspection and testing work is provided below: further information on each evaluation method is provided in Exhibit E. It should be noted that sewer flow control and sewer cleaning may also be required, for which detailed technical specifications are provided in Exhibit E.

1. **Gravity Sewer System Manhole Inspections-** Manhole inspections will be performed to verify the accuracy of the available mapping and to provide an opportunity for the mapping to be updated to reflect actual field conditions. This allows for field crews performing rehabilitation and/or replacement work to begin working more quickly and eliminate confusion regarding system connectivity, identification numbers, etc. Manhole inspections also evaluate the general condition of the system, identify specific defects or problems, and determine manhole rehabilitation recommendations.

Under this Scope of Services inspection crews will locate, open, and visually inspect approximately 657 manholes in the project area. This will be performed using zoom camera technology. The condition of the manholes will be assessed and an inspection report will be completed in accordance with the requirements set forth in Exhibit E.

Every reasonable effort shall be made to locate and inspect all manholes. Individual manholes that cannot be found within 15 minutes should be sent to the City for assistance in locating these manholes. A GIS map with an aerial of the manholes that could not be found should be provided to the City by the ENGINEER. Additional manholes found during inspections over the amount estimated in the scope will be paid for out of Client Controlled Contingencies. See Exhibit B.

Inspection crews will be expected to follow all reporting requirements and fill out all reporting forms listed in the NASSCO MACP handbook for Level 2 inspections.

In addition to the manhole inspections, preliminary inspections of the pipelines connected to the manholes will be performed using zoom camera technology. Field crews will conduct

Exhibit A-6

an initial screening of all adjacent pipes using a pole-mounted, stabilized zoom camera system. This will allow a quick inspection of the pipes to reveal defects, blockages, infiltration sources, etc. The inspector will "assess" each pipe utilizing the zoom feature to inspect the pipe interior. The digital imaging and storage unit included with the camera will be used to record the results of each pipe survey.

Using this preliminary pipe survey information, pipes will be prioritized using the NASSCO Pipeline Assessment and Certification Program (PACP) system in a separate PACP database for zoom inspections. Any PACP codes assigned using zoom camera results will be identified as zoom assigned data as detailed in Exhibit E as the NASSCO standards were developed for CCTV inspection work and the zoom inspections are not able to obtain the same detailed, close-up view of the pipe defects. Pipes will also be identified as either

- a. satisfactory
- b. needs cleaning/root treatment
- c. needs further inspection
- d. needs further inspection, and probable repair/rehabilitation

Pipes will be evaluated and a determination made whether manhole to manhole cleaning and internal television inspection is warranted. This will allow the CITY to maximize its available funds by focusing any necessary cleaning/internal pipe inspection services on the worst lines. CITY maintenance personnel will be notified of any defects needing immediate attention. Detailed technical requirements for the zoom camera inspections are included Exhibit E.

2. **Manhole Survey** – Survey will be performed on each manhole to obtain x, y coordinates, rim elevation, manhole invert elevation, and the invert elevation and size verification of all pipes entering and leaving the manhole. Requirements for manhole survey are provided in Exhibit E.

Upon the completion of manhole inspections and manhole surveys, a complete list of all manholes that were not found should be provided to the City, along with the reasoning. This list will support the removal of manholes in the GIS that were found to not exist, or to help direct the CCTV either during design or construction (depending on the criticality and other factors) in order to find manholes that could not be found for other reasons (such as deep burial) to make the mapping as complete and accurate as possible.

3. **Gravity Sewer System Smoke Testing** - Smoke testing enables field inspection staff to quickly identify and quantify sources of inflow and rain-induced infiltration entering the sewer collection system. This scope of work includes smoke testing of all sewers less than 15-inches in diameter within the project area. See Exhibit E for additional information, including testing procedures, data collection requirements, and database requirements for smoke testing.

All applicable information regarding the test will be collected and entered into a digital database format (see Exhibit E). All fields in the database shall be completed.

Exhibit A-7

4. **Sanitary Sewer Television Inspection**- Pipes identified and prioritized as needing further inspection based on zoom camera (at a minimum level 4 and 5 defects, with consideration for the need to CCTV pipes rated less than this level located in between level 4 and 5 pipes) and smoke testing results, or determined to be critical (major roadway, waterbody, railroad crossings, under buildings, downstream of SSOs, etc) will be inspected via CCTV. CCTV inspection shall consist of digital video recordings, digital photos and a NASSCO PACP database. Inspection logs shall also be provided. This scope assumes that 50 percent of the sewer lines (98,270 linear feet) will be CCTV inspected. All sewers shall be cleaned before performing CCTV. CCTV inspection and sewer cleaning beyond the quantities assumed herein will be considered Additional Services and will be subject to an additional fee. Detailed technical specifications for cleaning and CCTV inspections are provided in Exhibit E. Water for cleaning, dewatering, and disposal of debris shall be included in the cleaning and CCTV price. This scope assumes that 10 percent of the sewer lines selected for CCTV (9,827 linear feet) will require heavy cleaning (as defined in Exhibit E) before performing CCTV. Heavy cleaning required beyond the quantity assumed herein will be considered Additional Services and will be subject to an additional fee.

Manholes that could not be located, lines that seem to dead end, or other miscellaneous questions should be CCTV'd when other field investigation options have been exhausted. This can either be done during the design or construction phase of the project, and should be done in order to provide the City with mapping as accurate as possible of the existing system. Any items found should be added to the mapping, and should be inspected and data provided as required for all other pipes and manholes within the system.

In the event a CCTV inspection cannot be performed due to obstructions that require root cutting, protruding tap removal, or point repair, the services required to remove the obstruction will either be performed by the CITY or will be considered Additional Services.

5. **Dye Water Testing** -Dye water testing can be used to assist in locating cross connections between storm water and sanitary sewer systems or to confirm connections from an identified smoke lead to the sanitary sewer where the connection is not known from the smoke test alone. Non-toxic dye will be used to investigate specific potential interconnections. Storm sewer cross-connections and area drains that are suspected of being connected to the sanitary sewer will be positively identified using the dye tracer procedure. Field documentation will be used to record findings. Internal pipeline inspection will determine the exact source of the suspected interconnection and establish the best abatement option. The findings and conclusions will be documented in a digital database of the inspection and will be delivered along with the digital photographs, and other associated data as further defined in Exhibit E. All fields in the database shall be completed. This scope assumes 25 dye tests will be required. See Exhibit E for additional information, including testing procedures, data collection requirements, and database requirements for dye testing.

Task 4.0 - Sewer Assessment Results and Preliminary Design Report

Task 4.1 - Sewer Assessment Results

This task includes review and analysis of the field data collected in previous tasks. As part of this task, defect tabulations will be performed on the manhole inspections, zoom camera, CCTV inspections, and smoke testing data. Defect tabulations shall include a quantification of structural

Exhibit A-8

defects and maintenance defects for manholes and pipes as well as classification of smoke testing points. This task shall include preparation of a summary of identified sources of I/I to the sewer system organized by sub basins, or portions of sub basins, that indicates the specific types of defects found and the quantity of each. Criteria for point repairs shall be developed jointly with the CITY and defects requiring point repairs shall be identified.

Each pipe shall be assigned an overall rating using the PACP quick score method and modified as directed by the CITY. Each manhole will be assigned an overall rating using a similar approach, as described in the scoring system to be provided by the CITY. The ENGINEER will prioritize assets for rehabilitation based on criteria developed jointly with the CITY. Criteria will include the structural and maintenance levels and other criteria that may increase priority including but not limited to: input from operations and maintenance staff, proximity to creeks, 100 year floodplain, historical SSOs, critical crossings such as major roadway, aerial and above ground crossings, railroad crossings, high profile areas, areas where force mains enter the system, and lines under or near buildings.

Other criteria should also be evaluated and discussed with the CITY during this process such as the City's desire to rehabilitate all manholes where lines are being rehabilitated, the desire to have aerial/above ground crossings be encased and replaced with restrained joints, placing manholes on the end of lines where there are lampholes, cleanouts, or dead ends on lines that are not dedicated service lines or are lines owned by the City, as well as connecting gaps in areas where pipes are being rehabilitated to minimize breaks between longer runs or rehabilitation in an area.

The CITY would like for the ENGINEER to make recommendations based on findings, but as a part of this scope to anticipate rehabilitating or replacing service laterals on all services on lines that are being rehabilitated. This includes the service up to the property line to the existing cleanout, or the placement of a new cleanout if one does not exist at that location. For areas where sewer lines are not in public right-of-way, the cleanouts and services shall be replaced up to the edge of the prescriptive easement of 7.5 feet from the center of the sewer line (unless a different easement is known to exist). It is recognized that the ENGINEER is not required to locate cleanouts either in the public right-of-way or in easement areas and that existing cleanouts may not be readily visible during the field inspections. Thus, recommendations could be made to add cleanouts on service laterals where the cleanout actually exists but had not been seen by the ENGINEER.

A meeting will be held with the ENGINEER and CITY to discuss the results of the structural and maintenance condition ranking and prioritization. The ENGINEER will finalize the ranking and prioritization based on comments received during the meeting.

Task 4.2 - Develop Recommendations

The recommended rehabilitation approach will be determined based on the SSES information. The ENGINEER is to evaluate multiple rehabilitation methods and make recommendations based on cost and other factors such as O&M, community impacts, City standards, etc. In addition to the rehabilitation recommendation, information required for rehabilitation design will be delivered including a list of sags observed, stationing of the required point repairs, station of the service laterals and clock position, manholes requiring lining, and other manhole rehabilitation work required.

Conceptual design level cost estimates for rehabilitation of the sewer and manholes will be prepared as well as a recommended rehabilitation implementation schedule. This task includes a meeting to review the recommended rehabilitation approach.

A schedule of quantities will be developed, which will include, but not be limited to the following types of sewer construction work as applicable:

- Cured-in-place structural pipe lining
- Pipe-bursting replacement
- Rehabilitation of manholes using cured-in-place liner, epoxy liner, and/or cementitious liners
- Replacement of manhole covers and/or frames
- Point repairs to replace sections of damaged or collapsed sewers
- Tree root removal and treatment
- Service lateral and clean-out replacement, addition, and repair (up to the property line)

This Scope of Services assumes open-cut replacement will be evaluated as an alternative for cost-comparison purposes when applicable. The ENGINEER will work closely with the CITY to determine the available budget for sewer system rehabilitation.

The ENGINEER will not be responsible for evaluating rehabilitation systems not currently included in the CITY's standard specifications. Vendors and manufacturers seeking approval will be directed to the CITY for evaluation and consideration.

A capacity analysis of the trunk sewer, evaluation of re-routing the sewer, evaluation of structural integrity of aerial crossings, property/easement research, plat preparation and geotechnical services are not included in this Scope of Services, but may be added by amendment. However, the ENGINEER shall notify the OWNER immediately of any findings in the field as described in Exhibit E. These notifications will help the CITY identify any areas that may have potential capacity related issues for further evaluation. Capacity analysis results performed by others, when available, will be incorporated into the rehabilitation decisions and/or priorities for rehabilitation under this Scope. A complete list of potential amendment items as currently identified is provided in Attachment A to this Exhibit A Scope of Services.

The ENGINEER shall also be responsible for preparing and updating on a monthly basis an easement/property issue tracking spreadsheet defining those areas of concern for access, repair, and tree/fence/shed/other structure removal using a spreadsheet template provided by the CITY for the duration of the design. This spreadsheet will be the result of field observations during the previously described inspections and test. No deed or easement research or site visits for the sole purpose of easement/property data collection are required of the ENGINEER.

Task 4.3 - Preliminary Design Report

The ENGINEER will be responsible for developing a Preliminary Design Report (PDR) summarizing the SSES investigation, the prioritization of sewers for rehabilitation, and the preferred rehabilitation method(s). The PDR should also include a conceptual level cost estimate of the

rehabilitation based on historical unit prices in the area. At a minimum, the PDR should consist of the following sections:

Section 1 -Background and Purpose

- Describes the study area, background, and project objectives
- Describes results of the windshield survey, historic SSOs, and interview with City staff

Section 2 -SSES Inspections

- Describes the SSES investigations
- Summarizes the changes made to the GIS based on the survey and SSES investigations
- Summarizes the defect tabulations for the manhole inspections, zoom camera investigation, smoke testing, CCTV, and dye testing
- Describes the methodology for assigning a structural and maintenance rating to each manhole and pipe
- Summarizes and maps the defect and structural rating for each pipe and manhole

Section 3 - Rehabilitation Recommendations

- Describes the rehabilitation recommendations and methodology used to determine the proposed rehabilitation method
- Describes criteria for prioritization of the sewer pipe and manholes for rehabilitation

Section 4 - Costs

- Contains the schedule of quantities and conceptual level cost estimates
- Describes assumptions used to develop the costs

Section 5 - Recommendations and Next Steps

- Summarizes the rehabilitation recommendations and provide a discussion of the next steps

Examples of the level of detail expected in submitted tables and figures are included in **Exhibit F**.

Note: the prioritization methodology presented in the example documents will not apply, the ENGINEER is advised to follow a similar format.

The ENGINEER will submit the draft PDR to the City and will coordinate and attend a meeting to discuss the CITY's comments. Following the meeting, the ENGINEER shall incorporate the CITY's comments and finalize the report. This submittal is considered the 30 percent design review and this meeting is considered the 30 Percent Design Review Meeting.

ENGINEER shall present the initial easement/property issue tracking spreadsheet to the City during this meeting, and provide updates monthly after this meeting.

Task 5.0 - Rehabilitation Implementation

Upon completion of the inventory and condition assessment and the CITY's approval of the rehabilitation recommendations, the ENGINEER will prepare contract documents for the City's implementation of the recommended repair and rehabilitation measures.

Exhibit A-11

ENGINEER will prepare contract documents for the CITY in order to invite bids for the construction of the sewer repairs and rehabilitation. This Scope of Services assumes that design drawings and specifications will be developed for 50 percent of the sewer in the project area (or approximately 98,270 feet). The design drawings will be submitted as GIS based drawings. An example drawing has been included in Exhibit G. ENGINEER will provide permitting, services on a required basis (except for railroad, wetlands, stormwater NPDES permits) bidding, and general construction services. It is assumed that work will be implemented under a single construction contract; if multiple construction contracts are required this agreement will be amended to authorize additional engineering services and fees. This agreement may be amended to include implementation of subsequent construction phases, if required.

Task 5.1 – Design Documents

ENGINEER will be responsible for the submittal of 90 percent and Final Bid Set documents and meeting the following requirements:

Design Drawings

1. Cover Sheet
2. General Notes and Legend
3. Sheet Index
4. Sewer Rehabilitation Sheets- The plan sheets (24-inch by 36-inch) will contain a plan view for sewer rehabilitation at a horizontal scale of 1 inch equals 100 feet with an aerial background and be detailed enough to be able to determine approximate field conditions for each repair. Houses and streets shall be labeled for better field identification. The sheets shall also contain tables of applicable information such as pipeline rehabilitation method, diameter, material, stationing of point repairs, stationing of laterals, and manhole rehabilitation method. This scope of work assumes that profile sheets will not be required. If profile sheets are determined to be required for a given location, the scope and budget will be amended to provide for these services. Sample drawings are included in Exhibit G for a 30% submittal, and are not all inclusive (they do not include house numbers, pipes to be CCTV inspected, manholes to be located/inspected, notes on pavement repair, etc) and are included to show overall look, general content and detail, and general preferred symbology for items shown on the drawings. The drawings shall be reproducible in black and white without the need for color to distinguish information shown on the drawings.
5. Sewer Installation Details

Specifications

Standard specifications and Contract Documents will be provided by the CITY. The ENGINEER will be expected to provide:

1. Bid forms to be incorporated into the CITY's standard proposal section
2. Special Provisions Section (as applicable)
3. Contract Exhibits: scope of service, site drawings, reports and other background information

Exhibit A-12

4. Technical Specifications shall include, but not be limited to (the City will provide some of these technical specifications to be used/modified as needed for the project):
- Temporary erosion & sediment control
 - Preconditioning of sewers and manholes
 - Flow bypass and/or diversion pumping
 - Seals
 - Cured-in-place pipe lining of existing sewer mains
 - Point Repairs
 - Utility and private service line repairs
 - Manhole interior rehabilitation
 - New or replacement manhole construction details
 - Pipe bursting
 - Site restoration
 - Pavement restoration

Technical Review

Ensuring a quality deliverable is the responsibility of the ENGINEER. ENGINEER shall have all progress drawings and specifications submitted to an internal technical review committee at the 90 percent completion milestone. The ENGINEER's review committee shall consist of technical staff knowledgeable on the type of work designed and independent from the specific project. Following the technical reviews, design modifications shall be made by the ENGINEER to finalize the construction documents.

Completion of Construction Documents

Presentation of the construction documents at the 90 percent completion will be made to the CITY following the ENGINEER's internal technical review. Progress specifications shall be submitted to the CITY along with the drawings. Following the CITY's review, design modifications shall be made by the ENGINEER and submitted to the CITY as Draft Final Documents (Draft 100 percent). Upon approval, these documents shall be finalized and will be considered Final Documents (Final 100 percent).

Prepare Final Cost Estimates

The ENGINEER will prepare detailed cost estimates based on the construction documents and submit the cost estimates to the CITY at the 90 percent and final design milestones.

Task 6.0 – Permitting

This scope assumes that a South Carolina Department of Transportation (SCDOT) Encroachment Permit and City of Columbia Encroachment Permit will be required. It is assumed that standard traffic control details will be included in the design documents and that the Contractor will be developing detailed traffic control plans.

The ENGINEER shall estimate the area of disturbance and must notify the CITY immediately if the area of disturbance is found to be over 1 acre. It is assumed that a stormwater NPDES permit is required unless the disturbance area is over 1 acre, in which case the ENGINEER will identify the location(s) so that the CITY can determine a course of Action and pursue the appropriate permitting. Wetland delineation, wetland or stream mitigation work is also not included. This Scope of Services does not include railroad encroachment permits or permits/reporting required for SRF funding, but these can be added by amendment if required.

Task 7.0 – Project Bidding

The ENGINEER 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 recommending award, and preparing Contract Documents for signature. Conformed documents will also be the responsibility of the ENGINEER.

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 one month is assumed from selection of the Contractor to the issuance of the Notice to Proceed. While a formal prequalification process is not anticipated, the ENGINEER will work with the CITY to include qualification requirements in the Specifications that will be submitted by the bidders with the bids.

Task 8.0 – General Services during Construction

This scope assumes that 50 percent of the sewer length within Rocky Branch Basin 1 (RB01) will be rehabilitated during construction (or approximately 98,270 feet). After award of the contract, ENGINEER will assist the CITY with contract administration and provide periodic observation of the construction work. It is anticipated that the construction period for the sewer rehabilitation project will be 12 months (365 days) for substantial completion and 30 days for final completion for a total construction duration of 395 days. An increase in the construction schedule may require an amendment to authorize additional construction services. A written public notice for publication by the CITY on their website and if the City so desires, in a local newspaper, indicating when field inspection services will be scheduled in the sub basin will be provided by the ENGINEER. This will also include door hangar notices prior to smoke testing as well as a weekly written notice of the specific smoke test schedule for inclusion on the City's website and notification of local Fire Department officials. THE ENGINEER will notify local agencies such as the Fire Department as needed. The public notification will also include similar written notices and written schedules for construction activities in the sub basin.

The ENGINEER shall be responsible for enforcing the City's Public Relations Plan and public notification as required in the City's rehabilitation specifications.

The ENGINEER will provide general services during construction as described herein. In the performance of its services during the Construction Phase, the ENGINEER shall not supervise, direct or have control over CONTRACTOR's work nor shall the ENGINEER 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 activities.

Administration of Construction Contract

As part of general administration of the construction contract, the ENGINEER will consult with and advise the CITY and act as its representative during the construction period. The ENGINEER 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 ENGINEER. On behalf of the CITY, the ENGINEER shall administer the construction contract, respond to CONTRACTOR's correspondence, and issue instructions from the CITY;
- Maintain a complete document file for the project. Documents to be maintained include, but are not limited to: correspondence, quality control procedures, quality control testing; site inspection records, shop drawing schedule, change orders, scheduling, project meetings, cost and disbursement data, progress reports and all other documents pertaining to the construction contract;
- Hold a pre-construction meeting and monthly progress meetings that will 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 14 monthly progress meetings should be budgeted during the projected 56 week construction period.
- Document and store all project related files in the City provided Sharepoint. This includes but is not limited to, logs, submittals, important emails, record drawings, etc. The ENGINEER may place a portion of the burden on the CONTRACTOR through the construction documents, but the ENGINEER is ultimately responsible in ensuring that all documents are loaded, and that they are loaded in a timely manner.
- ENGINEER shall submit a Work Summary spreadsheet that the CITY will utilize to report to CityWorks on areas that have been inspected or rehabilitated along with each monthly pay application by the CONTRACTOR. A comprehensive list is to be provided with each pay application identifying each pipe and/or manhole or other asset, and what was done (cleaning, lining, etc). A sample Work Summary template will be provided by the CITY for this spreadsheet.

Site Visits

The 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 the ENGINEER's visits, and on the basis of on-site observations, the ENGINEER shall keep the CITY informed of the progress of the work, shall endeavor to guard the CITY against defects and deficiencies in such work, and may recommend to the CITY disapproval or rejection of work failing to conform to the Contract Documents. It is understood that the CITY does not desire to have the ENGINEER provide full-time inspection services. This scope includes 8 hours a week of site visits for the 56 week projected construction period. If additional site visits are required, it is assumed that the ENGINEER's contract will be amended to provide such additional services.

Shop Drawing Review

The ENGINEER will review and approve (or take other appropriate action with respect to) Shop Drawings and samples, the results of tests and inspections, and other data that the CONTRACTOR is

required to submit for conformance with the design concept of the Project and compliance with the information given in 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. This task includes review of the pre-construction video performed by the CONTRACTOR and advice to the CITY regarding CONTRACTOR's suggestions for additions or deletions of required point repairs and confirmation of the selected rehabilitation method throughout the life of the project. The ENGINEER will review cured-in-place liner design calculations provided by the Contractor. The ENGINEER will perform no more than two reviews for any shop drawing submittal.

Preparation of Design Clarifications

The ENGINEER 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 there under, 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 point repairs not contained in the contract documents. This scope does not include reissuing the drawings or design of open-cut replacement. The ENGINEER will issue no more than twelve Work Change Directives.

Quality Assurance Testing

The ENGINEER will specify the quality assurance testing that is necessary for the project in the construction specifications relative to its designs. Coupon testing required for the CIPP lining contractor will be performed by Contractor at an independent testing laboratory.

Review of Applications for Payment

Based on on-site observations and review of the applications for payment with the accompanying data and schedules, the ENGINEER will determine the amounts payable to CONTRACTOR on a monthly basis. The ENGINEER will coordinate with the CITY's designated on-site inspector to verify installed quantities. The ENGINEER will then recommend by email to the CITY, payments reasonably due to Contractor.

Change Orders and Time Extensions

The ENGINEER will provide services in connection with change orders to the Construction Contract to reflect minor changes or deletions requested by the CITY/ENGINEER 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 ENGINEER. Upon receipt of a requested change order, the ENGINEER will review it in detail and then discuss it with the CITY, and, together, will determine the manner in which to proceed. The ENGINEER will issue no more than six Change Orders or Time Extensions. 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.

Final Inspections

The ENGINEER 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 ENGINEER will conduct one final inspection to determine if the work is acceptable, so that the ENGINEER 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 ENGINEER 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 ENGINEER. It is assumed that the ENGINEER or their designed protégé partner will review 100 percent of the post rehabilitation inspection videos provided by the CONTRACTOR. Comments from review of post-rehabilitation inspection tapes and the final inspection visit will be incorporated into the final punch list and forwarded to the CONTRACTOR.

Task 9.0 – Full Time Construction Inspection

This service is not provided under this agreement.

Task 10.0 - Final Completion

At the conclusion of the project, the ENGINEER will receive, review and transmit to the CITY with written comments guarantees, bonds, and certificates that are required by the Contract Documents and provided by the CONTRACTOR. Record drawings are the responsibility of the ENGINEER and must be submitted in PDF format and with all finalized data entered into the GIS database and submitted to the CITY for review and approval. ALL database submittals shall meet the CITY's formatting and naming requirements and include all fields defined by the CITY.

**Attachment A to Exhibit A
ADDITIONAL SERVICES
City of Columbia, SC
CIP SS7280**

The CITY reserves the right to amend this Agreement so that the ENGINEER may furnish additional services such as those listed below. ~~Additional compensation for additional services rendered will be provided by the CITY.~~ Kf
WJA

- Additional SSES data collection including CCTV inspection;
- Pre- and/or post-rehabilitation flow monitoring;
- Evaluation of aerial stream crossings;
- Geotechnical services;
- Preparation of easement plats or research for presence of existing easements
- Hydraulic capacity evaluations;
- Open-cut design;
- Professional Engineering services related to additional or extended design, bidding, public meetings and construction services.
- Additional Permitting (Railroad, Wetlands, etc)
- Permit Fees
- Special inspection during construction (i.e. soils and materials testing, etc.) and
- Warranty period services

Exhibit A-18

**EXHIBIT B
COMPENSATION**

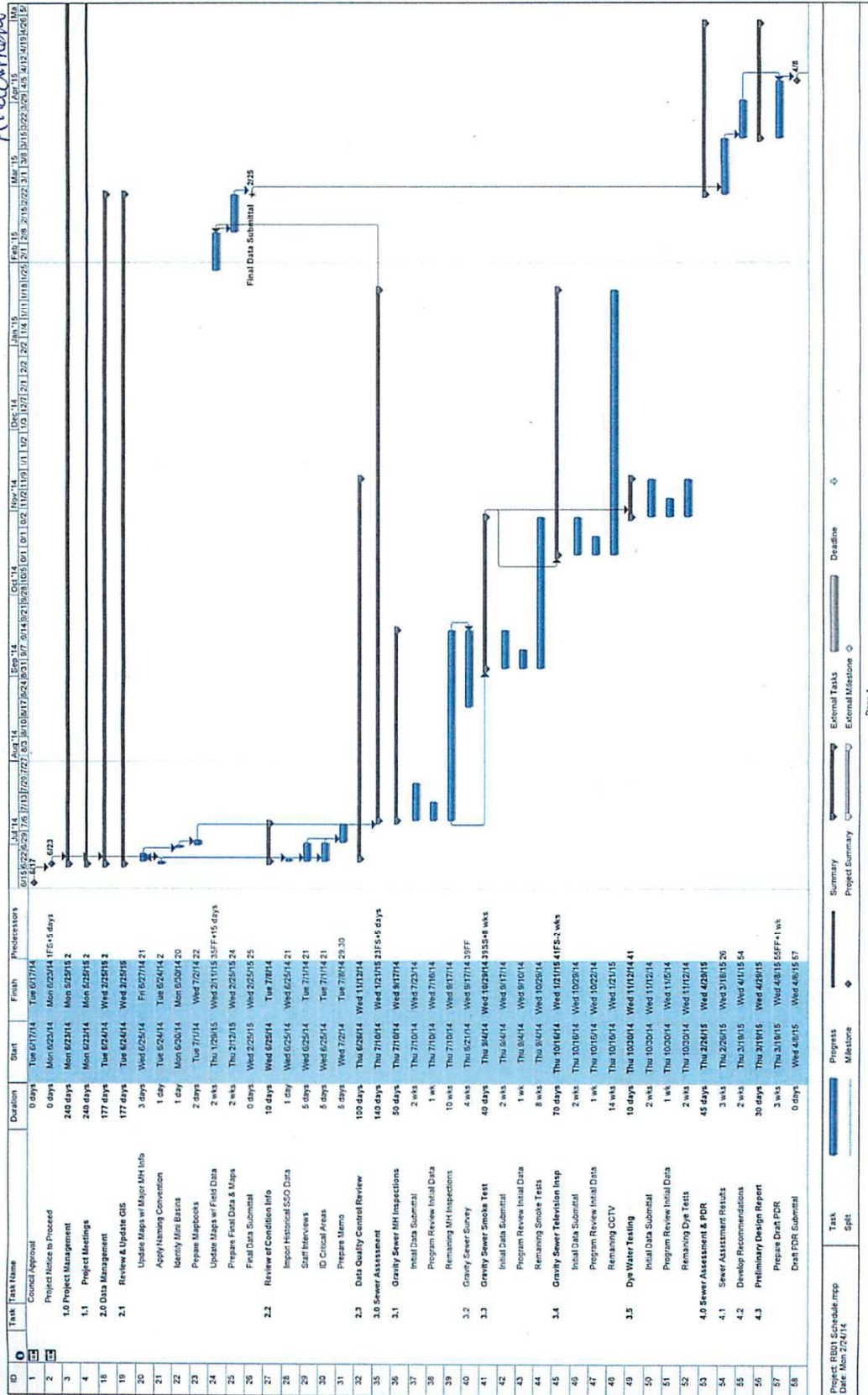
**City of Columbia
CIP 7280
Sewer System Evaluation Study and Sewer Rehabilitation Implementation**

Compensation for services provided under Tasks 1 through 10 as outlined in Exhibit A, Scope of Services, is estimated to be a total of \$1,293,500.

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

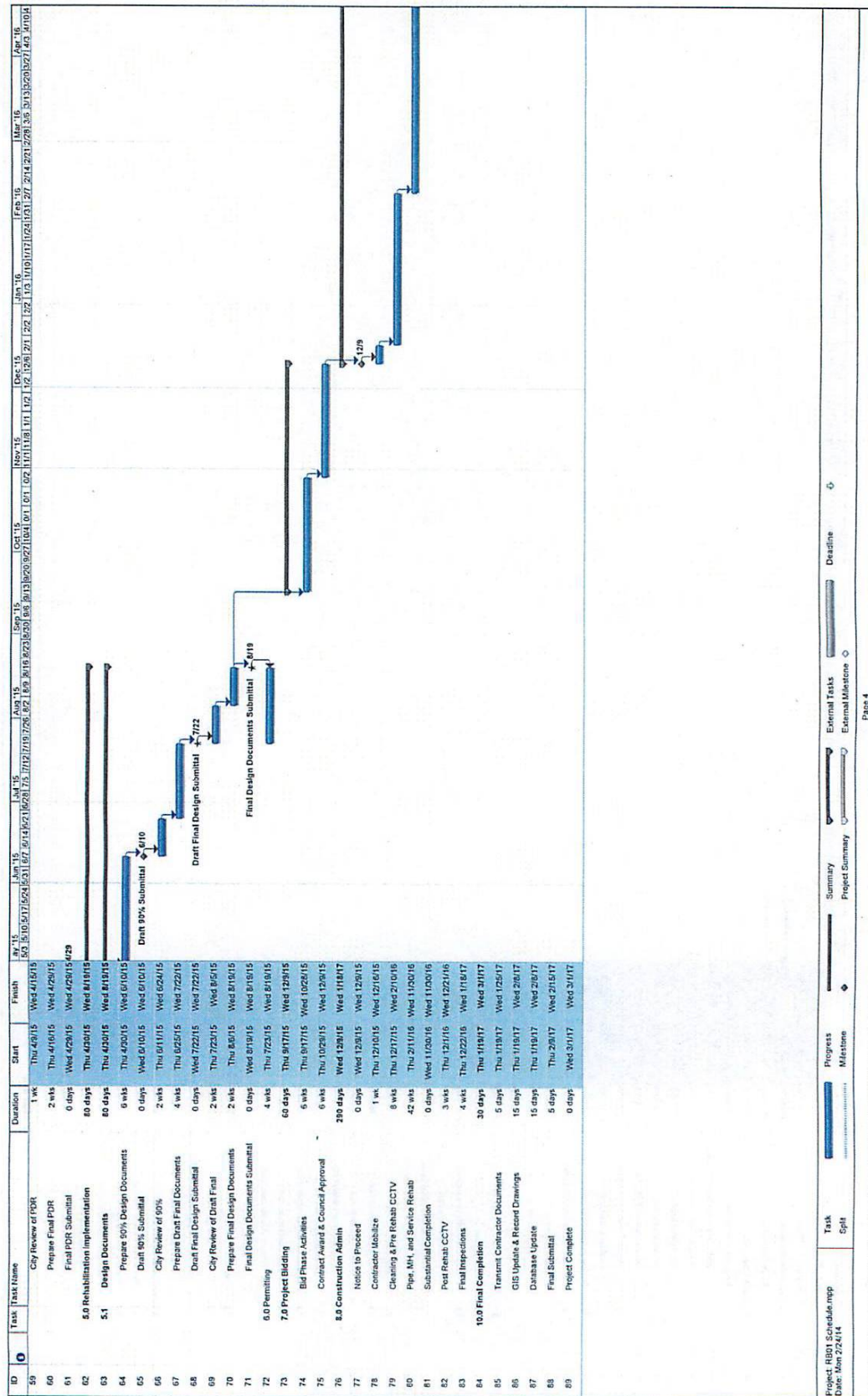
Task	Description	Hours	Subconsultants (Protégé)	Total
1	Project Management and Administration during Assessment and Design	480	\$ 75,400.00	\$ 151,000.00
2	Data Management	1,020	\$ 100,640.00	\$ 206,000.00
3	Sewer Assessment	210	\$ 491,979.00	\$ 516,000.00
4	Sewer Assessment Results and Preliminary Design Report	560	\$ 6,450.00	\$ 66,000.00
5	Rehabilitation Implementation	420	\$ 0.00	\$ 49,000.00
6	Permitting	15	\$ 5,280.00	\$ 7,500.00
7	Project Bidding	120	\$ 9,200.00	\$ 23,500.00
8	General Services During Construction	1475	\$ 89,710.00	\$ 240,500.00
9	Full Time Construction Inspection	0	\$ 0.00	\$ 0.00
10	Final Completion	280	\$ 0.00	\$ 34,000.00
Total of Contract		4,580	\$ 778,659.00	\$1,293,500.00
% of Contract to Protégé			60.2%	

Attachment C



Packet Pg. 264

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ID	Task Name	Start	Finish	Duration	Summary	Progress	Task Split	Summary	External Tasks	External Milestones	Deadline
1	Council Approval	Tue 6/17/14	Tue 6/17/14	0 days							
2	Project Notice to Proceed	Mon 6/23/14	Mon 6/23/14	0 days							
3	1.0 Project Management	Mon 6/23/14	Mon 6/23/14	240 days							
4	1.1 Project Meetings	Mon 6/23/14	Mon 6/23/14	240 days							
18	2.0 Data Management	Tue 6/24/14	Wed 2/25/15	177 days							
19	2.1 Review & Update GIS	Tue 6/24/14	Wed 2/25/15	177 days							
20	Update Maps w/ Major MH Info	Wed 6/25/14	Fri 6/27/14	3 days							
21	Apply Naming Convention	Tue 6/24/14	Tue 6/24/14	1 day							
22	Identify Mini Barriers	Mon 6/30/14	Mon 6/30/14	1 day							
23	Populate Mapbooks	Tue 7/1/14	Wed 7/2/14	2 days							
24	Update Maps w/ Field Data	Thu 1/23/15	Wed 2/11/15	2 wks							
25	Prepare Final Data & Maps	Thu 2/12/15	Wed 2/25/15	2 wks							
26	Final Data Submittal	Wed 2/25/15	Wed 2/25/15	0 days							
27	Review of Condition Info	Wed 6/25/14	Tue 7/8/14	10 days							
28	Import Historical SSO Data	Wed 6/25/14	Wed 6/25/14	1 day							
29	Start Interviews	Wed 6/25/14	Tue 7/1/14	5 days							
30	ID Critical Areas	Wed 6/25/14	Tue 7/1/14	5 days							
31	Prepare Memo	Wed 7/2/14	Tue 7/8/14	5 days							
32	2.3 Data Quality Control Review	Thu 6/26/14	Wed 11/12/14	109 days							
35	3.0 Sewer Assessment	Thu 7/10/14	Wed 12/1/14	140 days							
36	3.1 Gravity Sewer MH Inspections	Thu 7/10/14	Wed 8/17/14	50 days							
37	Initial Data Submittal	Thu 7/10/14	Wed 7/23/14	2 wks							
38	Program Review Initial Data	Thu 7/10/14	Wed 7/15/14	1 wk							
39	Remaining MH Inspections	Thu 7/10/14	Wed 8/17/14	10 wks							
40	3.2 Gravity Sewer Survey	Thu 8/21/14	Wed 8/17/14	4 wks							
41	3.3 Gravity Sewer Smoke Test	Thu 8/21/14	Wed 10/29/14	40 days							
42	Initial Data Submittal	Thu 8/21/14	Wed 8/17/14	2 wks							
43	Program Review Initial Data	Thu 8/21/14	Wed 8/19/14	1 wk							
44	Remaining Smoke Tests	Thu 8/21/14	Wed 10/29/14	8 wks							
45	3.4 Gravity Sewer Televiewer Insp	Thu 10/16/14	Wed 12/1/14	70 days							
46	Initial Data Submittal	Thu 10/16/14	Wed 10/29/14	2 wks							
47	Program Review Initial Data	Thu 10/16/14	Wed 10/29/14	1 wk							
48	Remaining CCTV	Thu 10/16/14	Wed 12/1/14	14 wks							
49	3.5 Dye Water Testing	Thu 10/30/14	Wed 11/12/14	10 days							
50	Initial Data Submittal	Thu 10/30/14	Wed 11/12/14	2 wks							
51	Program Review Initial Data	Thu 10/30/14	Wed 11/12/14	1 wk							
52	Remaining Dye Tests	Thu 10/30/14	Wed 11/12/14	2 wks							
53	4.0 Sewer Assessment & PDR	Thu 2/26/15	Wed 4/29/15	45 days							
54	4.1 Sewer Assessment Results	Thu 2/26/15	Wed 3/18/15	3 wks							
55	4.2 Develop Recommendations	Thu 3/18/15	Wed 4/7/15	2 wks							
56	4.3 Preliminary Design Report	Thu 3/18/15	Wed 4/29/15	30 days							
57	Prepare Draft PDR	Thu 3/18/15	Wed 4/29/15	3 wks							
58	Draft PDR Submittal	Wed 4/29/15	Wed 4/29/15	0 days							

Page 5

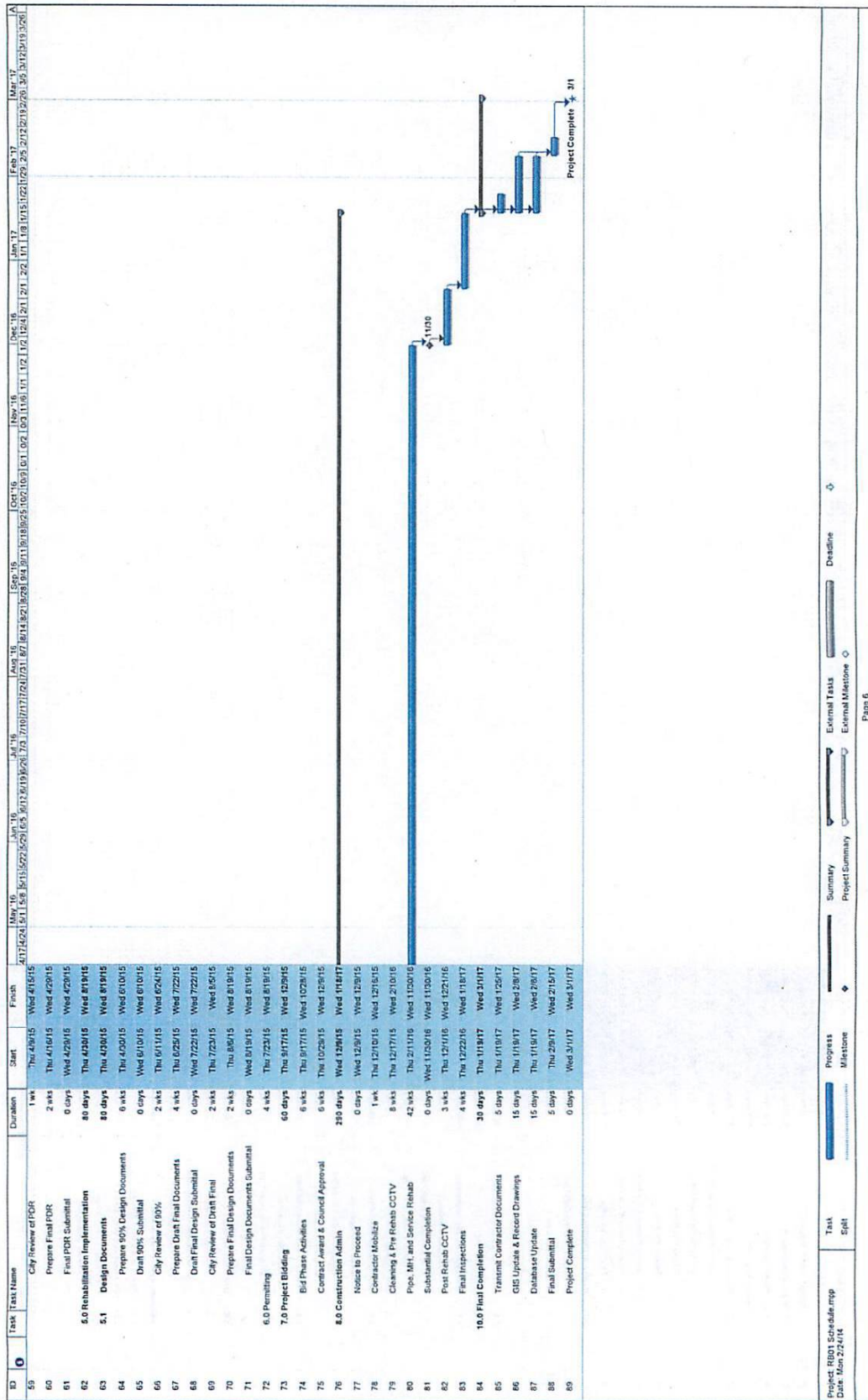


EXHIBIT D**City of Columbia
CIP SS7280****Sewer System Evaluation Study and Sewer Rehabilitation Implementation****SUBCONSULTANT FIRM INFORMATION RECORDS**

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
4D Engineering 305 North Lake Drive Lexington, SC 29072	Charlie Deep, P.E. (803) 356-0909	MBE, SBE, SWBE	Sewer Assessment Field Data QA/QC Assessment, Ratings, and Recommendation Permitting Construction Admin	\$778,659.00

Exhibit D-1



Utilities & Engineering Department
Contracts

1136 Washington Street, Columbia, SC 29201 · Phone 803-545-3400 · Fax 803-545-3322

Acknowledgement of Receipt

Date: June 24, 2014

Brown & Caldwell, Inc.
250 Berry Hill Road, Suite 104
Columbia, SC 29210

RE: Sewer System evaluation Study (SSES) Rocky Branch 1

Dear Sir/Madam:

I hereby acknowledge the receipt of the document below from the City of Columbia:

The Consent Decree entered by the U.S. District Court for the District of South Carolina on May 21, 2014, in the case captioned *The United States of America and State of South Carolina by and through the Department of Health and Environmental Control v. City of Columbia*, Civil Action No. 3:13-2429-TLW.

Signature of Recipient Wayne E. Iseman
PRINT

Acknowledgement of Receipt. Consent Decree

Attachment: Brown.&.Caldwell.2014.Sanitary.Sewer.System.Evaluation.Rocky.Branch.1.Agreement. (1428 : SSES Rocky Branch 1 (Brown &



CITY OF COLUMBIA
AGENDA MEMORANDUM

MEETING DATE: July 15, 2014

DEPARTMENT: Utilities and Engineering

FROM: *Joey Jaco, Director of Utilities and Engineering*

SUBJECT: CDM Smith Contract Amendment 2 for Program Management

FINANCIAL IMPACT: Services to be performed will impact all City Council districts. The contract Amendment will be funded through the Sewer Maintenance Fund (5516212-SS723615-636600).

ORIGINAL BUDGET: \$5,400,00.00

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: Yes

The above referenced Contract Amendment provides for a one-year extension of the existing Engineering Services Agreement, in accordance with the provisions of the Agreement dated August 21, 2012. The initial term of the Agreement was for one year, with an option to extend annually via Contract Amendment for up to ten (10) years. The extension period of year three (3) services will be from July 1, 2014 to June 30, 2015. The full Scope of Services is more fully outlined in the attached package.

Staff has negotiated with CDM Smith, Incorporated, to provide the above services for a not to exceed fee of \$5,400,000.00. The budget was established at \$5,400,000.00 for this project. CDM Smith, Incorporated, is an SBE firm located in Columbia. CDM Smith, Incorporated, is an approved Mentor Protégé firm and mentors Civil Engineering Consulting Services, a DBE/WBE firm located in Columbia. Sub-consultants will be utilized for this project in the following capacities totaling 25.7%:

- The LPA Group (Unit of the Michael Baker Corporation), a non M/W/SBE firm located in Columbia, will perform construction management review and inspection services at 2.2% of the contract value.
- Civil Engineering Consulting Services, Incorporated, a WBE firm located in Columbia will perform utility coordination, subsurface utility engineering, construction inspection and project management services at 3.6% of the contract value.

- DESA, Incorporated an MBE, WBE, SBE firm located in Columbia, will perform public outreach, construction inspection and document controls support services at 2.3% of the contract value.
- PAN Incorporated, a non M/W/SBE firm located in West Columbia, will perform real estate and easement acquisition services at 1.4% of the contract value.
- Comprehensive Business Consultants, an M/W/SBE firm located in Columbia, will perform program controls analyst services at 4.1% of the contract value.
- Atlantic South Consulting Services, LLC, an MBE firm located in Charleston, will perform CMMS Implementation and support at 3.9% of the contract value.
- Grice Consulting, Group, LLC, an MBE firm located in Columbia, will perform document controls support services at 7.3% of the contract value.
- F&ME Consultants, a non M/W/SBE firm located in Columbia, will perform geotechnical investigation, construction phase materials testing and construction services at .92% of the contract value.

ATTACHMENTS:

- CDM.Smith.2014.Consent.Decree.SS723615.Amendment.2.SS7236.Program.Mgmt.Year3.Council.Memo.Pkg.Rev. (PDF)



Utilities & Engineering Department
Contracts

1136 Washington Street, Columbia, SC 29201 · Phone 803-545-3372 · Fax 803-545-3322

INTER OFFICE MEMORANDUM

TO: Ms. Teresa Wilson, City Manager

FROM: Joseph D. Jaco, P.E., Director of Utilities & Engineering

SUBJECT: **CITY COUNCIL AGENDA ITEM:** Contract Amendment #2 between the City of Columbia and CDM Smith for Program Management Services related to the CleanWater 2020 Program; CIPSS7236

Date: July 1, 2014

The above referenced Contract Amendment provides for a one-year extension of the existing Engineering Services Agreement, in accordance with the provisions of the Agreement dated August 21, 2012. The initial term of the Agreement was for one year, with an option to extend annually via Contract Amendment for up to ten (10) years. The extension period of year three (3) services will be from July 1, 2014 to June 30, 2015. The full Scope of Services is more fully outlined in the attached package.

Staff has negotiated with CDM Smith, Incorporated, to provide the above services for a not to exceed fee of \$5,400,000.00. The budget was established at \$5,400,000.00 for this project. CDM Smith, Incorporated, is a Non-DBE firm located in Columbia. CDM Smith, Incorporated, is an approved Mentor Protégé firm however, this project does not fall under the Mentor Protégé Program. Sub-consultants will be utilized for this project in the following capacities totaling 25.7%:

- The LPA Group (Unit of the Michael Baker Corporation), a non M/W/SBE firm located in Columbia, will perform construction management review and inspection services at 2.2% of the contract value.
- Civil Engineering Consulting Services, Incorporated, a WBE firm located in Columbia will perform utility coordination, subsurface utility engineering, construction inspection and project management services at 3.6% of the contract value.

- DESA, Incorporated an MBE, WBE, SBE firm located in Columbia, will perform public outreach, construction inspection and document controls support services at 2.3% of the contract value.
- PAN Incorporated, a non M/W/SBE firm located in West Columbia, will perform real estate and easement acquisition services at 1.4% of the contract value.
- Comprehensive Business Consultants, an M/W/SBE firm located in Columbia, will perform program controls analyst services at 4.1% of the contract value.
- Atlantic South Consulting Services, LLC, an MBE firm located in Charleston, will perform CMMS Implementation and support at 3.9% of the contract value.
- Grice Consulting, Group, LLC, an MBE firm located in Columbia, will perform document controls support services at 7.3% of the contract value.
- F&ME Consultants, a non M/W/SBE firm located in Columbia, will perform geotechnical investigation, construction phase materials testing and construction services at .92% of the contract value.

Services to be performed will impact all City Council districts. The contract Amendment will be funded through the Sewer Maintenance Fund (5516212-SS723615-636600).

The Legal Department has reviewed the Contract Amendment. The Director of Utilities and Engineering and the ACM for Operations recommends its approval.

SS 723615 – CONSENT DECREE PROGRAM MANAGEMENT SERVICES FY 14-15

AMENDMENT NO 2 - TO AGREEMENT SS 7236

BETWEEN OWNER AND ENGINEER

This Amendment No: 2 is made and entered in this ____ day of ____, 2014 to the Agreement between CDM Smith Inc. (CDM Smith) ("ENGINEER") and City of Columbia, South Carolina ("OWNER") dated August 21st, 2012, ("the Agreement").

WHEREAS, ENGINEER and OWNER entered into the Agreement for the Consent Decree Compliance Program and Infrastructure Improvements Program (Program Management Services), and

WHEREAS, the parties desire to amend the Agreement so as to amend the scope of work , time periods of performance and payment, and/or responsibilities of OWNER; and

WHEREAS, the Agreement provides that any amendments shall be valid only when expressed in writing and signed by parties.

NOW THEREFORE, in consideration of the mutual understandings and Agreements contained herein, the parties agree to amend the Agreement as follows:

1. The Basic Services of ENGINEER as described in the Agreement are amended and supplemented as follows:

The Scope of Services agreed to in year 1 of the contract will be authorized and extended for year 3 of the contract.

2. The responsibilities of the OWNER as described in the Agreement are amended and supplemented as follows:

No changes to the original agreement

3. The time periods for the performance of ENGINEER's services as set forth in the Agreement are amended and supplemented as follows:

Year 3 Services extend the contract duration from July 1, 2014, to June 30, 2015.

4. The compensation for services rendered by ENGINEER shall be modified as set forth below:

The total compensation for year 3 services for Task 1 through 9 of the Scope of Services shall not exceed \$5,400,000 (non-inclusive of previous fees) without written authorization. Additionally the following billing terms shall now apply.

- Subconsultant costs will be billed at actual costs to the Engineer times a multiplier of 1.075, a reduction from 1.1 (Page2 item V.A of the original contract) (this was included in the Year 2 authorization)
- A new labor rate category will be included for Senior GIS Specialist - \$115
- The following labor classification rates have been raised by \$5, to the following rates (all other classifications remain constant from initial authorization levels)"
 - Professional I - \$115
 - Professional II - \$130
 - Professional III - \$155

5. Except as herein modified, all terms and conditions of the Agreement shall remain in force and effect.

- A Subconsultant Information Form for Year 3 is attached as Exhibit A to this amendment.

IN WITNESS WHEREOF, the parties hereto have executed this amendment on the date indicated above for the purpose herein expressed.

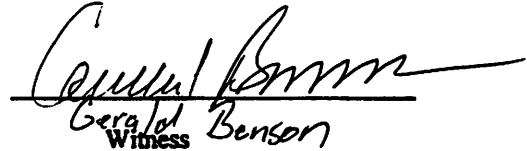


ENGINEER, CDM Smith Inc.

Name & Title

Bryan L. Cully, Associate & Client Service Leader

DATE: July 1, 2014



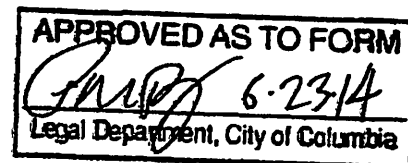
Witness

OWNER, City of Columbia, South Carolina

Name & Title

DATE: _____

Witness



CDM Smith.2014.Consent.Decree.SS723616 Amendment 2 to SS7236 Program Mgmt. Year3.



1301 Gervais Street, 16th Floor
Columbia, South Carolina 29201
tel: 803 758-4500

May 8, 2014

Mr. Joey Jaco, PE
Director of Utilities & Engineering
City of Columbia, Department of Utilities & Engineering
PO Box 147
Columbia, South Carolina 29217

**Subject: Amendment Request to SS723614, Contract for Program Management Services
Year 3 Authorization of SS723615 Program Management Services**

Dear Mr. Jaco,

In accordance with the contract between the City of Columbia and CDM Smith for the Consent Decree Compliance and Infrastructure Improvements Program (Program Management Services, CleanWater 2020 Program) dated August 21st, 2012, we are submitting this request for authorization of funding for Year 3 of the contract. The initial term of the agreement was for one year, with an option to extend annually via contract amendment for up to ten (10) years.

We have prepared a contract amendment, authorizing a continuation of services and funding for Year 3 (FY 14-15). For your convenience in reviewing, we have attached a copy of the original approved agreement. Included in this contract amendment request, we request minor changes to the original agreement as follows:

- The addition of a labor classification and rate not originally included in the initial contract (Attachment A - Hourly Billing Rates), Senior GIS Specialist \$115, as discussed with Mr. Bill Davis, City Wastewater Engineer
- A \$5 per hour increase to following three labor categories:
 - Professional I - \$115
 - Professional II - \$130
 - Professional III - \$155

We are keeping other labor rate categories at the initial authorization levels.

We also have provided the required Subconsultant Firm Information form that shows the team we propose for Year 3, along with the projected utilization of each firm. We are pleased to report that our Year 1 services provided a total subconsultant participation of more than 15%,





Mr. Joey Jaco
May 8, 2014
Page 2

Year 2 is on target to achieve 25%, and for Year 3 we are committed to again reaching a target of 25%. We understand the City's goals to maximize opportunities for Protégé, Minority, Local, and Woman-owned businesses thru the implementation of the Program, and CDM Smith is a leader and advocate of these goals in working with firms in implementing all aspects of the Program.

If you have any questions concerning this amendment authorization for Year 3 of the CleanWater 2020 Program Management Services contract, please let me know. We are very pleased with the progress the CleanWater 2020 Program has achieved in Year 2, and look forward to continued success in Year 3.

Very Truly Yours,

Bryan L. Cully, PE, Deputy Program Manager
Client Service Leader

Attachments: Contract Amendment
Subconsultant Firm Information Form

Cc: William H. Davis, PE
Gerry Benson, PE, Vice President

Attachment: CDM.Smith.2014.Consent.Decree.SS723615.Amendment.2.SS7236.Program.Mgmt.Year3.Council.Memo.Pkg.Rev. (1435 : CDM Smith

SUBCONSULTANT FIRM INFORMATION RECORDS – Exhibit A

City of Columbia

CIP # SS723615

Consent Decree Compliance and Infrastructure Improvements Program – Program Management

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

Firm Name and Address	Contact Name and Telephone Number	Group (MBE, FBE SBE, Non M/F/SBE)	Services to be Provided	Dollar Val of Service
The LPA Group, (Unit of Michael Baker Corporation) 700 Huger Street Columbia, SC 29021	Mike Leath (803) 254-2211	Non M/F/SBE	Construction Management Review & Inspection	\$120,000
Civil Engineering Consulting Services, Inc. 2000 Park Street, Suite 201 Columbia, SC 29201	Theresa Hodge, P.E. (803) 779-0311 (ext 224)	WBE (Protégé Participant)	Utility Coordination, Subsurface Utility Engineering, Construction Inspection, Project Management	\$195,000
PJ Noble & Associates, Inc. 2711 Middleburg Drive, Suite 106 Columbia, SC 29204	Patrick J. Noble (803) 256-5025	MBE, WBE, SBE	Public Outreach	\$0*
DESA Inc. 400 Percival Road Columbia, SC 29206	Diane Sumpter (803) 743-1124	MBE, WBE, SBE (Protégé Participant)	Public Outreach, Construction Inspection, Document Controls Support	\$125,000 ¹
PAN Inc. 1607 Augusta Road West Columbia, SC 29169	David Link (803) 708-4721	Non M/F/SBE	Real Estate and Easement Acquisition	\$75,000*
Comprehensive Business Consultants 1728 Main Street Columbia, SC 29201	Gloria Cyprian-Tanner (803) 733-1607	MBE, FBE, SBE (Protégé Participant)	Program Controls Analyst	\$220,000 ¹
Atlantic South Consulting Services, LLC 3030 Ashley Town Center Drive Suite 101-A ▪ Charleston, SC 29414	Adrian Williams (843) 266-3998	MBE (Protégé Participant)	CMMS Implementation Support	\$212,000 ¹

Grice Consulting Group, LLC 1201 Main Street, Suite 1980 Columbia, SC 29201	John Funny (404) 577-6300	MBE	Document Controls Support	\$380,000 ¹
F & ME Consultants 3112 Devine Street Columbia, SC 29250	Shawn Epps (803) 254-4540	Non M/F/SBE	Geotechnical Investigations, Construction Phase Material Testing, Construction Inspection	\$50,000 ¹

* The needs for the Program Management Scope of Services will vary significantly over the duration of the contract (up to 10 years). It is not possible to accurately predict the specific needs of the City and therefore the effort required from each subconsultant. We have included our anticipated amounts that are projections, but the final amounts will likely change from the projected. This form will be submitted with each invoice detailing the amount paid to each sub consultant, as well as update any other subconsultants that may be added to the Program Management team in future years.



CITY OF COLUMBIA
AGENDA MEMORANDUM

MEETING DATE: July 15, 2014

DEPARTMENT: Legal

FROM: *Shari Ardis, Legal Administrator*

SUBJECT: **ORDINANCE NO.: 2014-063 Authorizing the City Manager to execute Voluntary Cleanup Contract 13-5789-NRP In the Matter of SCDMH Bull Street Campus, Richland County, between Hughes Development Corporation and the City of Columbia for the property commonly known as the South Carolina Department of Mental Health's "Bull Street Campus"**

FINANCIAL IMPACT: N/A

ATTACHMENTS:

- 2014-063 authorize Manager to sign Voluntary Cleanup Contract - SCDMH (Bull Street) (PDF)

ORDINANCE NO.: 2014-063

*Authorizing the City Manager to execute Voluntary Cleanup Contract 13-5789-NRP
In the Matter of SCDMH Bull Street Campus, Richland County, between
Hughes Development Corporation and the City of Columbia for the property commonly known
as the South Carolina Department of Mental Health's "Bull Street Campus"*

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2014, that the City Manager is hereby authorized to execute the attached "Voluntary Cleanup Contract 13-5789-NRP In the Matter of SCDMH Bull Street Campus, Richland County, Hughes Development Corporation and the City of Columbia", or on a form approved by the City Attorney for the property commonly known as the South Carolina Department of Mental health's "Bull Street Campus", being approximately 181 acres and identified as Richland County TMS #11501-01-01.

Requested by:

Assistant City Manager Gentry

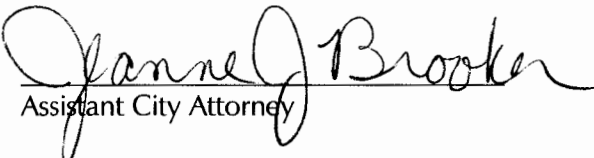
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Assistant City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

**VOLUNTARY CLEANUP CONTRACT
14-5789-NRP**

**IN THE MATTER OF
SCDMH BULL STREET CAMPUS, RICHLAND COUNTY
and
BULL STREET DEVELOPMENT, LLC
and
THE CITY OF COLUMBIA**

This Contract is entered into between and among the South Carolina Department of Health and Environmental Control, Bull Street Development, LLC, and the City of Columbia with respect to the Property located at 2100 Bull Street, Columbia, South Carolina. The Property includes approximately 181 acres identified as a portion of Tax Map Serial Number R11501-01-01. In entering this Contract, the Department relies on the representations contained in the "Non Responsible Party Application for Voluntary Cleanup Contract" of June 16, 2014, and any amendments thereto, by Bull Street Development, LLC, and the "Non Responsible Party Application for Voluntary Cleanup Contract" of June 16, 2014, and any amendments thereto, by the City of Columbia which are incorporated into this Contract and attached as Appendix A.

AUTHORITY

This Contract is entered into pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. § 44-56-710 et. seq. (as amended); the South Carolina Hazardous Waste Management Act (HWMA), S.C. Code Ann. § 44-56-10, et. seq. (as amended), the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601, et seq., and the South Carolina Pollution Control Act, § 48-1-10 et. seq.

DEFINITIONS

1. Unless otherwise expressly provided in this Contract, terms used herein shall have the meaning assigned to them pursuant to the Brownfields/Voluntary Cleanup

Program, S.C. Code Ann. §44-56-710 et. seq. (as amended), and if not set forth therein, shall have the meaning assigned to them pursuant to the South Carolina Hazardous Waste Management Act, S.C. Code Ann. § 44-56-10, et. seq. (as amended), the S.C. Pollution Control Act, S.C. Code Ann. § 48-1-10, et. seq. (as amended), the S.C. State Underground Petroleum Environmental Response Bank Act, S. C. Code Ann. § 44-2-10, et. seq. (as amended), or the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601, et. seq.

- A. "BSD" means Bull Street Development, LLC
- B. "City" means the City of Columbia, a political subdivision of the State of South Carolina.
- C. "The Non-Responsible Parties" shall mean Bull Street Development, LLC and the City of Columbia.
- D. "Beneficiaries" means BSD's and the City's Non-Responsible Party lenders, bondholders, signatories, parents, subsidiaries, and successors, including new purchasers, lessees, and other parties acquiring an interest in any portion of the Property, but only to the extent that such parties have never been a Responsible Party at the Site.
- E. "Contamination" means the presence of a contaminant, pollutant, hazardous substance, petroleum, or petroleum product.
- F. "Contract" means this Voluntary Cleanup Contract.
- G. "Department" means the South Carolina Department of Health and Environmental Control, or a successor agency of the State of South Carolina that has responsibility for and jurisdiction over the subject matter of this Contract.

- G. "Existing Contamination" shall mean any Contamination present at the Site as of the execution date of this Contract.
- H. "Property" means the real property as described in the Non Responsible Party Applications for Voluntary Cleanup Contract attached as Appendices A and B, and that is subject to the ownership, prospective ownership, or possessory or contractual interest of the Non-Responsible Parties or their Beneficiaries.
- I. "Segregated Sources" means drums, tanks, or similar discrete containers that potentially hold substances that may cause Contamination upon release to the environment.
- J. "Site" means all areas where a contaminant has been released, deposited, stored, disposed of, or placed or otherwise comes to be located; "site" does not include any consumer product in consumer use or any vessel, as defined in CERCLA section 101 (28).
- K. "Waste Materials" means any Contamination-causing solid, semi-solid, or liquid material discarded, buried, or otherwise present on the Property, and may include sludge, slag, or solid waste materials such as empty containers and demolition debris or materials containing asbestos, lead-based paint, or petroleum or other contaminants.

FINDINGS

2. Based on the information known by or provided to the Department, the following findings are asserted for purposes of this Contract:

- A. Owners and Operators: The owners and operators of the Property include the following:
- South Carolina Department of Mental Health, or their 1820's to Present predecessor agency
- B. Property and Surrounding Areas: The Property is located in the City of Columbia city limits and is bounded generally by Bull Street to the west, Colonial Drive to the north, Harden Street to the east, and Calhoun Street to the south. The property was farm land and undeveloped woodland prior to its development beginning in approximately 1828 as the South Carolina Lunatic Asylum. The South Carolina Department of Mental Health (SCDMH) and its predecessors acquired fourteen separate parcels, primarily between the 1820's and 1905, to make up the current Property. SCDMH, or its predecessor agency, has operated as a mental health care and treatment facility on the Property for approximately 150 years. Facilities include patient wards, classroom and activity buildings, a chapel, an energy plant, and numerous maintenance and support buildings including a greenhouse, kitchens, laundry facilities and administrative offices. Currently, most of the approximately fifty-two structures are vacant. Records indicate that nineteen regulated underground storage tanks were abandoned with no further action status between approximately 1994 and 2004. Six ASTs were also removed from the Property.
- C. The South Carolina Department of Mental Health entered into Voluntary Cleanup Contract 08-5789-RP in 2008. Environmental assessment activities conducted under VCC 08-5789-RP included geophysical surveys, UST assessments and closures, soil and groundwater sampling, and test pit excavations to evaluate potential sources of contamination associated with Recognized Environmental Conditions (REC) identified in a 2007 Phase I Environmental Site Assessment. The results of the Phase II Assessment identified the following:

- 1). A total of 19 temporary monitoring wells were installed and sampled in the proximity of identified potential contaminant source areas.
 - a). Polynuclear Aromatic Hydrocarbons (PAHs) and naphthalene were detected in soil and groundwater at or near the location where two fuel oil USTs and one diesel UST were removed from beneath Mills Drive near the former boiler plant.
 - b). Chromium and lead were detected in groundwater at concentrations above EPA MCLs for drinking water near in-ground hydraulic lifts and an in-ground paint stripper vat located at the Physical Plant Services building. Constituents were also detected in a background groundwater sample at similar concentrations.
- 2). PAHs were detected above EPA regional soil screening levels (RSLs) for industrial use and SCDHEC risk based screening levels (RBSLs) in shallow soil at the Energy Plant (building 40).
- 3). A filled in place UST beneath a concrete slab was identified near the southeast corner of the Physical Plant Services building. Soil sampling and analysis did not identify petroleum constituents above action levels.
- 4). Coal ash was identified in one test pit during excavation of twenty-five (25) test pits on the eastern side of the Property between Saunders Street and Harden Street where burial of coal ash had been reported.
- 5). Construction and demolition type debris was identified in some test pits along the Smith Branch culvert and the Smith Branch tributary culvert.
- 6). Trenching within a reported dumping ground east of Barnwell Street identified buried debris mostly composed of bricks, but also included coal, coal-ash, scrap metal, broken plates and animal bones. The debris was determined to extend up to eight feet below land surface.
- 7). Six test pits were excavated within a former coal stockpile area near the intersection of Mills Drive and Barnwell Street. Coal debris was identified in

three excavations. PAHs were detected in one excavation at concentrations above residential and industrial RSLs.

- 8). PAHs were detected in two sediment samples collected from the banks of Smith Branch above RSLs for residential and industrial use.

D. Based on the results of Phase II Assessment activities, the following actions were completed:

- 1). SCDMH removed one (1) regulated UST in accordance with the S.C. State Underground Petroleum Environmental Response Bank Act, S. C. Code Ann. § 44-2-10, et. seq. (as amended).
- 2). SCDMH removed ten (10) non-regulated USTs. Assessment activities conducted as part of the removal activities are reported in the Remedial Investigation Report dated October 23, 2009.
- 3). SCDMH removed coal ash that was discovered in one of 25 test pits dug within an area of reported coal ash burial between Saunders Road and Harden Street in the eastern portion of the Property. The approximately 3 inch deep coal ash layer in a 60 by 20 foot area was excavated and disposed off-site.
- 4). SCDMH surveyed the aerial extent of two areas of buried debris in the vicinity of Mills Drive between Barnwell Street and Gregg Street, and entered into a Declaration of Covenants and Restrictions prohibiting residential use and groundwater use within these two areas.

Upon completion of these response actions, the Department issued a Certificate of Completion for VCC 08-5789-RP to the SCDMH on December 9, 2010.

- E. Between January and May 2013, PAHs were identified in surface soil above levels acceptable for unrestricted use in the southeast corner of the Property.

- F. As stated in the Phase I Environmental Site Assessment Report dated October 28, 2013 (Phase I ESA), portions of the Property are still in use by the SCDMH. Areas still in use include nine buildings used for patient services and education located in the north central portion of the Property where two regulated USTs and one AST are used to store diesel fuel for emergency generators. Additionally, maintenance and infrastructure activities for SCDMH are housed in four buildings located in the southeastern portion of the Property where three 30,000-gallon non-regulated USTs containing fuel oil and one diesel AST are still in use at the Energy Plant. Oil staining was observed in one of the piping vaults associated with the Energy Plant USTs. The Phase I ESA identifies the three non-regulated USTs as a Recognized Environmental Condition (REC). The Phase I ESA also identifies the land use restrictions in place on portions of the Property through VCC 08-5789-RP as an onsite REC. Two offsite RECs are identified in the Phase I ESA as a current and former gasoline/service station located on Bull Street, and a former filling station that was located on Calhoun Street.
- G. Applicant Identification: BSD is a State of South Carolina Corporation with its principal place of business located at 1 North Main Street, Suite 902, Greenville, South Carolina, 29601. The City is a political subdivision of the State of South Carolina with its principal place of business located at 1737 Main Street, Columbia, S.C. 29201. The Non-Responsible Parties affirm that they have the financial resources to conduct the response action pursuant to this Contract.
- H. Proposed Redevelopment: BSD plans to acquire the Property in phases over the next approximately ten to twenty years for development for mixed uses to include both residential and commercial development. The City may acquire certain portions of the Property for public use, including, but not limited to, a baseball stadium, public parks, roads, and utility corridors.

BONA FIDE PROSPECTIVE PURCHASER STATUS

3. BSD certifies that it is not a current owner of the Property, or parent, successor or subsidiary of a current or past owner of the Property; is not a Responsible Party for the site, or a parent, successor or subsidiary of a Responsible Party for the site; and has not had any involvement with the Property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program. BSD also certifies that it is eligible to be a Bona Fide Prospective Purchaser for the Property.

The City certifies that it is not a current owner of the Property, or parent, successor or subsidiary of a current or past owner of the Property; is not a Responsible Party for the site, or a parent, successor or subsidiary of a Responsible Party for the site; and has not had any involvement with the Property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program and maintenance and operation of existing water and sewer utilities. The City also certifies that it is eligible to be a Bona Fide Prospective Purchaser for the Property.

RESPONSE ACTION

4. The Non-Responsible Parties agree to conduct the response actions specified in the sub-paragraphs below. The City's obligations hereunder are limited to those certain portions of the Property acquired for public use, including a stadium, public parks, roads and utility corridors. An initial Work Plan shall be submitted by the Non-Responsible Parties, or their designee, within thirty (30) days after the date of execution of this Contract by the Department, or such earlier or later date if approved by the Department's project manager. A Report of the assessment results shall be submitted by the Non-Responsible Parties, or their designee in accordance with the schedule provided in the initial Work Plan. The Non-Responsible Parties acknowledge that the assessment may find distributions of Existing Contamination requiring additional assessment and/or corrective action on

the Property that cannot be anticipated with this Contract. The Non-Responsible Parties agree to perform any additional assessment and/or corrective action consistent with the intended uses of the Property under the purview of this Contract; however, the Non-Responsible Parties may seek an amendment of this Contract to clarify their further responsibilities.

Because the Non-Responsible Parties plan to acquire the Property in phases that may extend over numerous years and use of the Property by SCDMH is ongoing, the Non-Responsible Parties shall conduct a Phase I Environmental Site Assessment (or update within the timeframe permitted by ASTM standards) prior to acquiring each portion of the Property as necessary to meet All Appropriate Inquiry requirements. The Non-Responsible Parties acknowledge that these Phase I Environmental Site Assessments may identify RECs that require additional assessment activities under this Contract. The Non-Responsible Parties shall provide copies of each Phase I Environmental Site Assessment to the Department. Any additional assessment activities may be completed through an amendment to this Contract. The Non-Responsible Parties shall perform all actions required by this Contract, and any related actions of the Non-Responsible Parties' choosing not expressly required by this Contract, pursuant to Work Plans and/or Addenda approved by the Department.

A. Work Plan Logistics:

- 1). The Work Plan(s) shall set forth a schedule and methods for assessment and corrective action activities detailed herein.
- 2). The Work Plan(s) shall be submitted to the Department in the form of one hard copy and one electronic copy of the entire Work Plan on a compact disk (in .pdf format).
- 3). All activities undertaken pursuant to this Contract shall be consistent with S.C. statutes, regulations, and permitting requirements (e.g., stormwater

- management and waste disposal regulations). The Non-Responsible Parties shall identify and obtain the applicable permits before beginning any action.
- 4). The Work Plan(s) shall be in accordance with accepted industry standards and shall be signed and sealed by a Professional Engineer or Professional Geologist duly-licensed in South Carolina.
 - 5). The Work Plan(s) shall provide detailed information about the proposed sampling points, collection methods, analytical methods, quality assurance procedures, and other pertinent details of the assessment and/or corrective measures activities consistent with the following:
 - a). Sample collection methodologies shall be consistent with the US EPA Region IV Field Branches Quality System and Technical Procedures.
 - b). All monitoring wells and groundwater sampling points shall be constructed in accordance with 25 S.C. Code Ann. Regs. R.61-71, the South Carolina Well Standards. The Work Plan shall provide sufficient detail to support issuance of the well approvals by the Department.
 - c). The laboratory analyses for samples taken pursuant to the Work Plan are specified in the media-specific sub-paragraphs below, but may include any of the following:
 - i. the full EPA Target Analyte List (TAL);
 - i). EPA Target Analyte List excluding cyanide (TAL-Metals);
 - ii. the full EPA Target Compound List (TCL);
 - i). EPA Target Compound List Volatile Organic Compounds (TCL-VOCs);
 - ii). EPA Target Compound List Semi-Volatile Organic Compounds (TCL-SVOCs);
 - iii). EPA Target Compound List Pesticides (TCL-Pesticides);
 - iv). EPA Target Compound List Polychlorinated Biphenyls (TCL-PCBs).

- d). All analytical methods shall use appropriate detection levels to allow comparison to the media-specific screening criteria listed in the "EPA Regional Screening Levels for Chemical Contaminants at Superfund Sites" in effect at the time of sampling. The applicable Protection of Groundwater SSL for soil samples shall be the "MCL-Based SSL", if listed. If the applicable screening criteria are lower than achievable detection levels, the analytical method shall use the lowest achievable detection levels.
- 6). The Work Plan shall include the names, addresses, and telephone numbers of the Non-Responsible Parties' consulting firm(s), analytical laboratories, and the Non-Responsible Parties' contact person for matters relating to this Contract and the Work Plan.
- a). The analytical laboratory shall possess applicable Certification defined in 25A S.C. Code Regs. R.61-81, for the test methods specified in the Work Plan.
- b). The Non-Responsible Parties shall notify the Department in writing of any changes concerning the consulting firm(s), contact person(s), or laboratory identified in the Work Plan.
- 7). The Department will notify the Non-Responsible Parties in writing of approvals or deficiencies in the Work Plan.
- 8). The Non-Responsible Parties, or their designee, shall respond in writing within thirty (30) days of receipt of any comments on the Work Plan by the Department.
- 9). The Non-Responsible Parties shall begin implementation of the Work Plan as soon as reasonably possible after receipt of written approval of the Work Plan by the Department.
- 10). The Non-Responsible Parties shall inform the Department at least five (5) working days in advance of all field activities conducted pursuant to the Work

Plan, and shall allow the Department, or its authorized representatives, to take duplicates of any samples if desired.

- 11). The Non-Responsible Parties shall preserve items on the Property that may: 1) provide evidence of a Potentially Responsible Party's involvement at the Site; 2) lead to the discovery of other areas of Contamination at the Site; or 3) contain environmental information related to the Site. Such items may include drums, bottles, labels, business and operating records, contracts, Site studies, investigations, and other physical or written materials relating to the Site. The Non-Responsible Parties shall notify the Department of the location of any such items, and provide the Department with an opportunity to inspect any materials or copy any documents at the Department's expense prior to destruction of said items.

B. Report Logistics

- 1). Report(s) shall be prepared in accordance with accepted industry standards and shall be certified by signature and seal of a Professional Engineer or Professional Geologist duly licensed in South Carolina.
- 2). The Report(s) of assessment and/or corrective measures activities shall include a discussion of investigation methods and any deviations from the Department approved Work Plan. The Report shall also include tables and figures to summarize all data, a surveyed map documenting sampling locations, documentation of field observations including well core logs, sample descriptions, field screening results, and all laboratory analytical data.
- 3). All Report(s) shall be submitted to the Department in the form of one hardcopy and one electronic copy of the entire Report on a compact disk (in .pdf format).

C. Assess Waste Materials and Segregated Sources:

- 1). The Non-Responsible Parties shall characterize for disposal all Waste Materials and Segregated Sources identified below. Assessment shall include an evaluation of contaminant concentrations and an estimation of the quantity or extent of each type of Waste Material or Segregated Source, as applicable, or as specified below.
 - a). The contents of two full 55-gallon drums located in a concrete containment area south of the Physical Plant Services Building, and a 55-gallon drum located on the west side of the Small Project Shop, shall be evaluated to determine appropriate disposal.
 - b). The disconnected pole mounted electrical transformer located on Barnwell Street should be evaluated for PCBs before removal and offsite disposal in accordance with applicable regulations.
 - c). AST systems and non-regulated UST systems currently in use shall be evaluated and closed in accordance with Department approved plans prior to any redevelopment activity that will not include continued use of the AST or UST system.
 - d). Regulated UST systems currently in use shall be assessed and closed in accordance with the S.C. State Underground Petroleum Environmental Response Bank Act, S. C. Code Ann. § 44-2-10, et. seq. (as amended) prior to any redevelopment activity that will not include continued use of the UST system.
- 2). The Non-Responsible Parties shall characterize for disposal any other Waste Material and Segregated Sources that may be discovered on the Property at any time during assessment, corrective action, or development activities in accordance with applicable regulations.
- 3). Upon discovery of any Segregated Source that has not yet released all contents to the environment, the Non-Responsible Parties shall expeditiously

stabilize the Segregated Source and characterize it for offsite disposal in accordance with applicable regulations.

- 4). The Non-Responsible Parties shall immediately notify the Department if a release of Contamination occurs as a result of their assessment, stabilization or removal actions. The Non-Responsible Parties shall assess the impact of the release and take necessary action in accordance with a Department approved plan.

D. Conduct a well survey:

- 1). The Non-Responsible Parties shall map all public and private wells used for drinking water supply within a one-half mile radius of the Property, and wells used for irrigation or other non-drinking water use within a one-quarter mile radius.
- 2). The Non-Responsible Parties shall report sufficient information to the Department to allow the Department to secure permission to sample the wells. At a minimum, this information shall include the: 1) Location of the well; 2) Identity and mailing address of the well owner; and, 3) Telephone number, if publicly available or otherwise known to the Non-Responsible Parties, of the well owner or occupant of the residence served by the well.

E. Assess soil quality across the Property:

- 1). The Non-Responsible Parties shall collect and analyze a minimum of seventeen (17) soil samples from twelve (12) locations on the Property. The Non-Responsible Parties shall collect surface soil samples (0-1 foot below ground surface) and subsurface soil samples (2 foot minimum depth) as specified in each of the following areas:
 - a). Composite surface soil samples shall be collected from a background location and a minimum of five (5) areas within the area generally bounded by Calhoun Street to the south, Mills Drive to the west, Mills

Drive to the north, and the Southern Railway Railroad and Harden Street to the east. One composite sample shall be collected from a background location and from each of the following areas: (1) area around former creosote treatment and storage buildings, (2) area south of the former boiler plant, (3) area west of the former car shed, (4) area south of the Energy Plant, and (5) area southeast of the grounds greenhouse. Samples shall be analyzed for TAL metals and TCL SVOCs.

- b). A composite sample shall be collected from surface soil beneath the electrical transformers behind the Plant Services Building for analysis for PCBs.
 - c). Surface and subsurface soil samples shall be collected from three (3) locations along the former railroad spur behind the Food Services Building. Samples shall be analyzed for TAL metals and TCL SVOCs.
 - d). Surface and subsurface soil samples shall be collected from two (2) locations in the vicinity of the Salvage Shed. Samples shall be analyzed for TAL metals, and TCL SVOCs and PCBs. Both samples from one location shall also be analyzed for TCL VOCs and pesticides.
 - e). Surface and subsurface soil samples shall be collected from one location per acre, or a minimum of three locations, whichever is greater, in any areas where the proposed reuse has the potential for a high level of exposure to soil, such as residential, active recreational, or day-care use. Samples shall be analyzed for TAL metals and TCL SVOCs.
- 2). Unless otherwise specified above, each surface soil sample shall be analyzed for TAL-Metals and SVOCs. Each subsurface sample shall be analyzed for TAL-Metals, VOCs and SVOCs. A minimum of one surface and one subsurface soil sample shall be analyzed for the full EPA-TAL and EPA-TCL.
 - 3). Soil quality results shall be compared to the Residential and Industrial Screening Levels and to the applicable Protection of Groundwater SSL.

F. Assess groundwater quality:

- 1). The Non-Responsible Parties shall assess groundwater quality at the locations identified below. Assessment shall include samples from a minimum of four (4) monitoring wells to be constructed to bracket the water table. Specific locations shall be as follows:
 - a). a location in the southeastern portion of the Property presumed to be hydraulically downgradient of a former filling station located on the south side of Calhoun Street and identified as an offsite REC. This sample shall be analyzed for TCL VOCs;
 - b). a location east of the former boiler plant and north of the former Paint Shop. This groundwater sample shall be analyzed for the full TAL/TCL parameters;
 - c). a location in the southeastern portion of the Property presumed to be downgradient of the gasoline station located on Bull Street identified as an offsite REC. The sample shall be analyzed for TCL VOCs.
 - d). as necessary during closure/removal of USTs and ASTs in accordance with applicable regulations;
- 2). Groundwater quality results shall be compared to the primary maximum contaminant level (MCL) standards in the South Carolina State Primary Drinking Water Regulations, R.61-58, or, if not specified in R.61-58, to the Regional Screening Tables values for "Tapwater."

G. Evaluate and control potential impacts to indoor air:

- 1). The Non-Responsible Parties shall evaluate potential impacts to indoor air if the Department determines significant concentrations of volatile organic compounds are present in the subsurface. The Department will use a modified Johnson and Ettinger Model to determine "Significant concentrations" based on representative soil and/or groundwater quality

results reflective of the Property. The model will be constrained towards predicting residential or commercial exposures consistent with the building construction proposed or existing, as applicable on the Property.

- 2). In any areas where new buildings are to be constructed and there is a potential for contaminant vapor intrusion, the Non-Responsible Parties' evaluation shall, unless otherwise agreed to by the Department, consist of collection and analysis of a representative number of soil gas samples from the proposed footprint of buildings to be constructed on the Property over areas potentially subject to Vapor Intrusion. Soil gas samples shall be analyzed for all site related volatile compounds by appropriate methods capable of detecting soil gas concentrations at screening levels indicative of a 10^{-6} risk for shallow gas samples (using a depth-appropriate attenuation factor). The applicable screening concentrations shall be based upon the EPA OSWER "Draft Guidance for Evaluating the Vapor Intrusion to Indoor Air Pathway from Groundwater and Soils" or supplemental EPA guidance.
- 3). In any areas where existing buildings are to be reused and there is a potential for contaminant vapor intrusion, the Non-Responsible Parties' evaluation shall, unless otherwise agreed to by the Department, consist of collection and analysis of indoor air samples from within the building during two separate sampling events approximately six months apart. One sample shall be collected per every 1000 square feet of building footprint potentially subject to Vapor Intrusion. One sampling event shall be in the winter. Each sampling event shall include collection of a representative number of indoor air samples for laboratory analysis of all site-related volatile organic constituents. The samples collected for laboratory analysis may use either active or passive collection methods provided the same protocol is used for both sampling events. The method shall be capable of detecting gas concentrations at screening levels indicative of a 10^{-6} risk. The applicable screening concentrations shall be based upon the EPA OSWER "Draft

Guidance for Evaluating the Vapor Intrusion to Indoor Air Pathway from Groundwater and Soils" or supplemental EPA guidance.

- 4). The Department may allow the Non-Responsible Parties to implement vapor intrusion control measures in lieu of the above evaluation, or use alternative evaluation methods that, in the Department's sole discretion, offer a similar degree of data usability.
- 5). The Non-Responsible Parties shall submit an addendum to the Work Plan detailing the steps for further study and/or remedial or other control management measures to be implemented if the predicted or measured indoor air concentration exceeds a 10^{-6} risk calculated for occupational exposure (40 hrs/wk, 50 wk/yr, 25 yrs) or residential exposure, as applicable. The Department shall give reasonable consideration of data or other demonstration that shows unacceptable exposures inside a building do not result from the subsurface conditions.

H. Institute reasonable Contamination control measures:

- 1). The Non-Responsible Parties shall stabilize or remove from the Property any Segregated Sources of Contamination that have not yet released all contents to the environment. Contamination control measures required for Segregated Sources known at the time this Contract is written are identified in a) and b) below.
 - a). All currently active ASTs and non-regulated USTs shall be assessed and closed in accordance with a Department approved plan prior to reuse or redevelopment of that area of the Property.
 - b). All currently active regulated USTs shall be assessed and closed in accordance with the S.C. State Underground Petroleum Environmental Response Bank Act, S. C. Code Ann. § 44-2-10, et. seq. (as amended) prior to reuse or redevelopment of that area of the Property.

- c). The contents of the Segregated Sources listed above, and any other Segregated Sources identified during assessment or development of the Property, shall be properly reused or disposed of in accordance with regulations.
 - d). The Non-Responsible Parties shall document the characterization results and ultimate disposition of the materials to the Department within sixty (60) days of removal of any material from the Property.
- 2). The Non-Responsible Parties shall take reasonable measures to limit or prevent human exposure to Existing Contamination on the Property:
- a). Corrective measures shall be required for Waste Materials and Contamination present in any media on the Property with concentrations in excess of appropriate human-health risk-based exposure standards with plausibly complete routes of exposure.
 - i. The Non-Responsible Parties shall maintain exposure barriers over Debris Area 1 and Debris Area 2 as identified in the Declaration of Covenants and Restrictions recorded with the Richland County Register of Deeds.
 - ii. Additional corrective measures may be required based on the results of assessment activities conducted under this Contract.
 - b). The corrective measures shall be proposed in a Corrective Measures Plan to be approved by the Department prior to implementation, and shall be consistent with the intended future use of the Property. Corrective measures may include removal, encapsulation, barriers, or other methods reasonably expected to limit human exposures to the Contamination
 - c). The Non-Responsible Parties may request Department approval to conduct a site-specific risk assessment to determine levels of Contamination that are acceptable for the intended use of the Property. The risk assessment shall be conducted in accordance with EPA Risk Assessment Guidance for Superfund. Prior to conducting the risk

assessment, the Non-Responsible Parties shall submit for Department approval, an overview of risk assessment assumptions including identification of contaminant exposure routes, the type and duration of possible exposures, the magnitude of exposure, and any data gaps that need to be addressed to complete the risk assessment.

- d). Upon completion of any corrective measures, the Non-Responsible Parties shall provide a Corrective Measures Report to document satisfactory completion of the corrective measures for Department review and approval prior to obtaining a Certificate of Completion.
- e). In the event that corrective measures include engineering controls that must be maintained or monitored during future use of the Property, a Site Management Plan may be required by the Department. If required, the Site Management Plan shall identify procedures for management of contaminated media that may be encountered as a result of any disturbance of the engineering controls, and for repair or replacement of the engineering controls.

I. Monitor and/or abandon the monitoring wells:

- 1). The Non-Responsible Parties shall implement a groundwater-monitoring program if required by the Department. Continued monitoring requirements will be based on the Department's determination of potential adverse effects on nearby receptors, i.e., individuals that are presently or potentially exposed to Contamination.
- 2). The Department will determine the frequency and duration of the monitoring program on a case-specific basis.
- 3). The Non-Responsible Parties shall abandon the monitoring well(s) when the Department determines there are no further needs for wells. The wells shall be abandoned in accordance with R.61-71 of the South Carolina Well Standards.

HEALTH AND SAFETY PLAN

5. The Non-Responsible Parties shall prepare and submit under separate cover from the Work Plan, a Health and Safety Plan consistent with Occupational Safety and Health Administration regulations. The Health and Safety Plan shall be submitted to the Department in the form of one electronic copy of the Health and Safety Plan on compact disk (in .pdf format). The Non-Responsible Parties agree that the Health and Safety plan is submitted to the Department only for informational purposes. The Department expressly disclaims any liability that may result from implementation of the Health and Safety Plan by the Non-Responsible Parties.

PUBLIC PARTICIPATION

6. The Non-Responsible Parties and the Department will encourage public participation to implement this Contract as follows:
 - A. The Department will provide notice, seek public comment, and initiate a thirty-day claim contribution notification period in accordance with established procedures consistent with S.C. Code Ann. §44-56-750 upon signature of this Contract by the Non-Responsible Parties.
 - B. The Non-Responsible Parties shall erect a sign at major entrances onto the Property or other locations routinely accessible by the public. The sign(s) shall be erected no later than one day after the Department's public announcement about the Contract in a newspaper of general circulation in the community.
 - 1). The sign will state "Voluntary Cleanup Project by Bull Street Development, LLC and the City of Columbia under Voluntary Cleanup Contract 14-5789-NRP with the South Carolina Department of Health and Environmental Control." The sign shall provide a brief description of the scope of activities under the Contract, and contact information, including telephone number and

address, for a representative of BSD and the City. Contact information for the Department shall state "TELEPHONE: 1-866-576-3432".

- 2). All sign lettering must be of sufficient size to be legible with un-aided normal eyesight from the point where the public will normally pass by the Property without intruding onto the Property.
- 3). The Non-Responsible Parties shall submit photographs of the sign(s) and a Property drawing showing the location(s) of the signs. The photographs shall be submitted to the Department within 10 days of erecting the sign.
- 4). The Non-Responsible Parties agree to revise the sign if the Department determines the sign is inaccurate, not legible, or otherwise ineffectively placed.
- 5). The Non-Responsible Parties shall maintain the sign(s) in legible condition and at visible locations throughout the duration of the Contract period until a Certificate of Completion is issued on the Property.
- 6). The sign(s) may be removed to accommodate building or grading activities; however, the Non-Responsible Parties shall restore the sign within two (2) days to its original location, or other publicly accessible location upon notice to the Department.

PROGRESS UPDATES

7. The Non-Responsible Parties shall submit periodic written updates to the Department's project manager until such time as all activities related to the Property are complete pursuant to this Contract. The first update shall be due within 60 days of the execution date of this Contract and semi-annually thereafter.

A. The updates may be in summary letter format, but should include information about:

- 1). The actions taken under this Contract during the previous reporting period;
- 2). Actions scheduled to be taken in the next reporting period;

- 3). Sampling, test results, and any other data in summary form, generated during the previous reporting period regardless of whether the data was collected pursuant to this Contract; and,
- 4). A description of any environmental problems experienced during the previous reporting period and the actions taken to resolve them.

B. The Department's project manager may allow an extended schedule between updates based on case specific conditions.

SCHEDULE

8. The Non-Responsible Parties shall perform all activities and response actions pursuant to this Contract in an expeditious manner. In the event that circumstances cause a delay in implementation of the response actions, the Department may require implementation of interim measures to stabilize Contamination or prevent unacceptable exposures. The Non-Responsible Parties shall implement the interim measures in accordance with a Department-approved plan.

DECLARATION OF COVENANTS AND RESTRICTIONS

9. The Non-Responsible Parties or their Beneficiaries shall enter, and record, a Declaration of Covenants and Restrictions (Declaration) for the Property or a portion of the Property if Contamination exceeds levels acceptable for unrestricted use after completing the response actions pursuant to this Contract. If required, this Declaration would be in addition to the Declaration entered into between the Department and SCDMH that was recorded on the Property in 2010. Contaminant levels acceptable for unrestricted use shall be the Screening Levels for Resident Soil as specified in the EPA Regional Screening Levels for Chemical Contaminants at Superfund Sites for soil, and the primary maximum contaminant level (MCL) standards in the South Carolina State Primary Drinking Water Regulations, R.61-58

for groundwater. The recorded Declaration shall be incorporated into this Contract as an Appendix and shall be implemented as follows:

- A. The Department shall prepare and sign the Declaration prior to providing it to the Non-Responsible Parties. An authorized representative of the Non-Responsible Parties or their Beneficiaries shall sign the Declaration within ten (10) days of receipt. All signatures shall be witnessed, and signed and sealed by a notary public.
- B. The Non-Responsible Parties or their Beneficiaries shall record the executed Declaration with the Registrar of Deeds or Mesne Conveyance for the county where the Property is located.
- C. The Non-Responsible Parties or their Beneficiaries shall provide a copy of the recorded Declaration to the Department within sixty (60) days of the Department's execution. The copy shall show the date and Book and Page number where the Declaration has been recorded.
- D. In the event that Contamination exceeds levels acceptable for unrestricted use (Regional Screening Levels for residential use) on a portion of the Property, the Non-Responsible Parties or their Beneficiaries may create a new parcel of that portion of the property that will be subject to the Declaration.
- E. The Declaration shall be noted on the master deed of any planned development for the Property and noted, or referenced thereafter, on each individual deed of property subdivided from the Property and subject to the Declaration.

- F. The Declaration shall reserve a right of entry and inspection for the Non-Responsible Parties or their Beneficiaries that may be transferred to another single individual or entity for purposes of compliance monitoring.
- 1). The Non-Responsible Parties or their Beneficiaries shall ensure that the restrictions established by the Declaration remain on any subdivided property.
 - 2). The Non-Responsible Parties or their Beneficiaries shall create a procedure to provide a single point of contact responsible for documenting current land use and compliance with the Declaration regardless of the Property's ownership status. The procedure shall be reviewed and approved by the Department before it is implemented.
- G. The Declaration shall provide that the Department has an irrevocable right of access to the Property after the Non-Responsible Parties acquire the Property, and such right of access shall remain until remediation is accomplished for unrestricted use and monitoring is no longer required. Such access shall extend to the Department's authorized representatives and all persons performing response actions on the Property under the Department's oversight.
- H. The Non-Responsible Parties or their Beneficiaries, or the individual or entity responsible for compliance monitoring, shall annually document the Property's land use and compliance with the Declaration to the Department. The report shall be submitted by May 31st in a manner and form prescribed by the Department.
- I. The Department may amend the Declaration in response to changes in law, completion of remedial actions meeting the applicable standards in effect at the time, or if other circumstances of the Property change; however, said amendment shall not be applied retroactively unless expressly provided for in the

legislation. An amendment may strengthen, relax, or remove restrictions based on the Regional Screening Tables in effect at that time; however, the Department shall not impose a more restrictive condition based solely on changes in the Regional Screening Tables. An amendment to the Declaration shall be duly executed and recorded using procedures similar to those detailed above.

NOTIFICATION

10. All notices required to be given by either party to the other shall be in writing. Each party shall have a continuing obligation to identify a contact person, whose name, address, and telephone number must be updated to the other party, throughout the term of the Contract. Notices by electronic mail or facsimile shall be acceptable if acknowledged in writing by the recipient; with the delivery date being the date of acknowledgment or earlier date if stated in the acknowledgment. All other forms of notice shall be deemed sufficiently given if delivered at the address shown below, or at such place or to such agent as the parties may from time to time designate in writing, by: 1) regular U.S. Mail by which notice shall be deemed to occur seven (7) days after the postmark date; 2) Certified or Registered Mail by which notice shall be deemed to occur on the date received as shown on the receipt; 3) Commercial delivery service company by which notice shall be deemed to occur on the date received as shown on the receipt; or, 4) hand delivery to the other party.

A. All correspondence, notices, work plans, and reports shall be submitted to:

Angela Gorman
Bureau of Land and Waste Management
2600 Bull Street
Columbia, South Carolina 29201

B. All correspondence and notices to BSD shall be submitted to BSD's designated contact person who as of the effective date of this Contract shall be:

Hughes Development Corporation, Manager
P.O. Box 2567
Greenville, SC 29602

All correspondence and notices to the City shall be submitted to the City's designated contact person who as of the effective date of this Contract shall be:

Teresa B. Wilson, City Manager
City of Columbia
P.O. Box 147
Columbia, SC 29217

FINANCIAL REIMBURSEMENT

11. The Non-Responsible Parties or their Beneficiaries shall reimburse the Department for its public participation costs and for oversight costs of activities specific to this Contract as provided by S.C.Code Ann. §44-56-750 (D). The oversight costs shall include the direct and indirect costs incurred by the Department in implementing the Voluntary Cleanup Program as related to this Contract, and any future amendments thereto, and may include costs related to this Contract and incurred by the Department prior to execution of this Contract. Invoices for oversight costs will be sent to the Non-Responsible Parties on a quarterly basis. All costs are payable within thirty (30) days of the Department's invoice submitted to:

Hughes Development Corporation, Manager
P.O. Box 2567
Greenville, SC 29602

- A. Failure to submit timely payment for costs upon receipt of the Department's invoice is grounds for termination of the Contract pursuant to paragraph 16 herein.

- B. Payment for costs incurred by the Department pursuant to this Contract shall become immediately due upon termination of the Contract by any party pursuant to paragraph 16 herein.

ACCESS TO THE PROPERTY

12. The Non-Responsible Parties agree the Department has an irrevocable right of access to the Property for environmental response matters after the Non-Responsible Parties acquire the Property. This right of access remains until such time as remediation is accomplished for unrestricted use and monitoring is no longer required, and shall extend to the Department's authorized representatives and all other persons performing response actions on the Property under the Department's oversight.

CERTIFICATE OF COMPLETION AND COVENANT NOT TO SUE

13. A Certificate of Completion shall be issued to the Non-Responsible Parties or their Beneficiaries for the Property under this Contract as follows:
- A. The Non-Responsible Parties or their Beneficiaries shall request a Certificate of Completion pursuant to S.C. Code Ann. § 44-56-750(C)(1) after the response actions are completed and any required Declarations are recorded pursuant to this Contract. For any portion of the Property which has been subdivided and the subdivision plat has been recorded in the Office Registrar of Deeds for Richland County ("Subdivided Parcel"), the Non-Responsible Parties or their Beneficiaries may request a Certificate of Completion pursuant to S.C. Code Ann. § 44-56-750(C)(1) after the response actions are completed on the Subdivided Parcel and any required Declarations are recorded for the Subdivided Parcel pursuant to this Contract.

- B. The request for Certificate of Completion for the Property or a Subdivided Parcel shall be in writing and shall report 1) the amount of soil that was removed or remediated on the Property or Subdivided Parcel; and 2) the cost of all environmental work conducted thereon pursuant to this Contract.
- C. Pursuant to S.C. Code Ann. § 44-56-750(C)(1) the Department shall issue the Certificate of Completion for the Property or a Subdivided Parcel with its covenant not to sue upon determining that the Non-Responsible Parties or their Beneficiaries has successfully and completely complied with the Contract and the voluntary cleanup approved under S.C. Code Ann. § 44-56-710 through 760 (as amended) for the Property or a Subdivided Parcel as applicable.
- D. The Department may issue a Provisional Certificate of Completion for the Property or a Subdivided Parcel, if the substantive response actions required under this Contract are complete for the Property or a Subdivided Parcel, and any required Declaration has been recorded for the Property or a Subdivided Parcel, but all actions under this Contract have not been completed due to Property-specific circumstances.
- 1). A Provisional Certificate of Completion will include specific performance standards that the Non-Responsible Parties or their Beneficiaries shall continue to meet.
 - 2). The Provisional Certificate of Completion may include the Department's covenant not to sue for Existing Contamination; however, said covenant shall be automatically revoked if the Non-Responsible Parties or their Beneficiaries do not satisfactorily complete the requirements of the Contract as stipulated in the Provisional Certificate of Completion.

ECONOMIC BENEFITS REPORTING

14. The Non-Responsible Parties or their Beneficiaries shall report information to the Department that demonstrates that the activities pursuant to this Contract have been beneficial to the State and community. The report shall be submitted within two (2) years after the execution date of this Contract, and annually thereafter until two (2) years after redevelopment of the Property is complete. The Non-Responsible Parties shall summarize the new operations at the Property, the number of jobs created, the amount of property taxes paid, and the total amount invested in the Property for property acquisition and capital improvements.

CONTRACT OBLIGATIONS AND PROTECTIONS INURE

15. The terms, conditions, obligations and protections of this Contract apply to and inure to the benefit of the Department, the Non-Responsible Parties, and their Beneficiaries as set forth below. The following stipulations apply to ensure the transition of all obligations and protections to successive Beneficiaries for any portion of the Property:

- A. The Non-Responsible Parties or their Beneficiaries shall provide a copy of this Contract and applicable Appendices to any subsequent Beneficiary. Transmittal of the Contract copy may be via any commonly accepted mechanism.
- B. The Non-Responsible Parties and their Beneficiaries shall not allow residential occupancy on any portion of the Property prior to obtaining the Certificate of Completion or a Provisional Certificate of Completion specific to that portion of the Property allowing residential occupancy.
- C. For any portion of the Property for which a Certificate of Completion has not been issued, the Non-Responsible Parties or their Beneficiaries shall request approval from the Department prior to transferring the obligations and protections of this

Contract to a new person or entity. The Department shall not unreasonably withhold its approval upon receipt of a Non-Responsible Party Application for Voluntary Cleanup Contract documenting that the new person or entity:

- 1). Is not a Responsible Party for the Site;
- 2). Has sufficient resources to complete the activities of this Contract;
- 3). Will not use the Property for activities that are inconsistent with the terms and conditions of this Contract,
- 4). Will assume the protections and all obligations of this Contract and,
- 5). Will, in the Department's sole discretion, provide a measurable benefit to the State and the community as a result of this transfer.

D. If the Certificate of Completion has been issued and the portion of the Property is subject to a Declaration or other ongoing obligation pursuant to this Contract, the Non-Responsible Parties or their Beneficiaries shall provide written notification to the Department identifying the new individual or entity within thirty days after the effective date of the ownership change or other possessory transfer of the Property.

- 1). The notification shall include a signed statement from the new individual or entity that its use of the portion of the Property subject to the Declaration or other ongoing obligations pursuant to this Contract will remain consistent with the terms of the Contract and the Declaration, and that it will assume the ongoing obligations and protections of this Contract.
- 2). This requirement is waived for an individual or entity acquiring a portion of the Property for individual residential or commercial use provided the Declaration is noted on the master deed for the planned development, and the Department has approved the procedure for a single point of contact responsible for documenting current land use and compliance with the Covenant.

- E. If a Certificate of Completion has been issued for the Property or a Subdivided Parcel and the Property or Subdivided Parcel is not subject to a Declaration or other continuing obligation pursuant to this Contract, no notification is required.

CONTRACT TERMINATION AND AMENDMENT

16. The Non-Responsible Parties, their Beneficiaries, and the Department each reserve the right to unilaterally terminate this Contract by giving thirty days advance written notice to the other party. Termination shall be subject to the following:

A. The Department may not terminate this Contract without cause and before termination, shall provide the Non-Responsible Parties or their Beneficiaries an opportunity to correct the cause(s) for termination, which may include, but is not limited to, the following:

- 1). Failure to complete the terms and conditions of this Contract;
- 2). Change in the Non-Responsible Parties' or their Beneficiaries' business activities on the Property or use of the Property that are inconsistent with the terms and conditions of this Contract;
- 3). Failure to submit timely payment for costs upon receipt of the Department's invoice;
- 4). Failure of the Non-Responsible Parties or their Beneficiaries to implement appropriate response actions for additional Contamination or releases caused by the Non-Responsible Parties or their Beneficiaries;
- 5). Knowingly providing the Department with false or incomplete information or knowing failure to disclose material information;
- 6). Failure by the Non-Responsible Parties or their Beneficiaries to obtain the applicable permits from the Department for the response actions or other activities undertaken at the Property pursuant to this Contract; or,
- 7). Failure by the Non-Responsible Parties or their Beneficiaries to make material progress toward the expansion, redevelopment, or reuse of the

property as determined by the Department upon consideration of the Non-Responsible Parties' or their Beneficiaries' marketing efforts, regional economic conditions, and other pertinent information on the Property.

- B. Should the Non-Responsible Parties or their Beneficiaries elect to terminate, that party shall certify to the Department's satisfaction that any environmental or physical hazards caused or contributed by the Non-Responsible Parties or their Beneficiaries have been stabilized or mitigated such that the Property does not pose hazards to human health or the environment.
- C. Termination of this Contract by any party does not waive the Department's authority to require response action under any applicable state or federal law.
- D. Termination of this Contract by any party does not end the obligations of the Non-Responsible Parties or their Beneficiaries to pay costs incurred by the Department pursuant to this Contract. Payment for such costs shall become immediately due.
- E. Upon termination, the protections provided under this Contract shall be null and void as to any party who participated in actions giving rise to termination of the Contract. Revocation of protections shall also apply to that party's lenders, parents, subsidiaries, and successors, including lessees, heirs, devisees, and other parties taking an interest in the Property through that party who participated in actions giving rise to termination of the contract. The protections will continue for any party who has received protections through a Certificate of Completion for this Contract, and who did not participate in the actions giving rise to the termination.

- F. Upon termination of this Contract by BSD or the City, the Contract remains in full force and effect as to the non-terminating Party unless the non-terminating Party also elects to terminate subject to the terms and conditions of this Paragraph 16.
- G. If the Department has issued a Certificate of Completion or Provisional Certificate of Completion for one or more Subdivided Parcels pursuant to Paragraph 13 and the Non-Responsible Parties elect not to acquire some or all of the remainder of the Property, the Non-Responsible Parties may request an amendment of this Contract to revise the description of the Property to exclude any portion of the Property which the Non-Responsible Parties elect not to acquire.

ENTITLEMENT OF PROTECTIONS AND BENEFITS

17. The Non-Responsible Parties or their Beneficiaries are entitled to the protections and benefits in regard to Existing Contamination provided by South Carolina statutes as follows:

- A. Effective on the date this Contract is first executed by the Department:
 - 1). Protection from contribution claims under CERCLA Section 113.42 U.S.C. § 9613 and § 44-56-200, et seq.
 - 2). Protection from third-party claims as provided by S.C. Code Ann. § 44-56-750(H).
 - 3). Eligibility to file annual application for Voluntary Cleanup Activity Tax Credits pursuant to S.C Code § 12-6-3550.
- B. Effective on the date the Certificate of Completion for the Property or a Subdivided Parcel is issued by the Department.
 - 1). The Department's covenant not to sue the Non-Responsible Parties or their Beneficiaries for Existing Contamination on the Property or Subdivided

Property but not for any Contamination, releases and consequences caused or contributed by the Non-Responsible Parties or their Beneficiaries.

- 2). Specific tax credits or additional benefits expressly contingent in South Carolina statutes on issuance of the Certificate of Completion.

- C. These Protections and Benefits do not apply to any Contamination, releases, and consequences caused or contributed by the Non-Responsible Parties or their Beneficiaries. The Department retains all rights under State and Federal laws to compel the Non-Responsible Parties and their Beneficiaries to perform or pay for response activity for any Contamination, releases and consequences caused or contributed by the Non-Responsible Parties or their Beneficiaries.

RESERVATION OF RIGHTS BY THE DEPARTMENT

18. Nothing in this Contract is intended to be, or shall be construed as, a release or covenant not to sue for any claim or cause of action, past or future, that the Department may have against any person, firm, or corporation other than the Non-Responsible Parties or their Beneficiaries. The Department reserves the right to undertake future response actions at the Site and to seek to compel parties, other than the Non-Responsible Parties or their Beneficiaries, to perform or pay for response actions at the Site. Nothing in this Contract shall in any way restrict or limit the nature or scope of response actions that may be taken or be required by the Department in exercising its authority under State and Federal law.

RESERVATION OF RIGHTS BY THE NON-RESPONSIBLE PARTIES

19. The Non-Responsible Parties retain all rights to assert claims in law or equity against any person, company, or entity with respect to the Property, except as limited elsewhere by this Contract. The Non-Responsible Parties or their Beneficiaries specifically deny responsibility for response costs or damages resulting from Existing Contamination except for Contamination, releases, and

consequences they cause or contribute. However, the Non-Responsible Parties or their Beneficiaries agree to undertake the requirements of this Contract.

BURDEN OF PROOF

20. The Non-Responsible Parties or their Beneficiaries shall have the continuing obligation to demonstrate that any newly discovered Contamination is not caused or contributed by the Non-Responsible Parties or their Beneficiaries. The Non-Responsible Parties or their Beneficiaries shall make this demonstration to the Department's satisfaction in accordance with State or Federal Law applicable to such newly discovered Contamination. For purposes of this clause, newly discovered Contamination means finding types of Contamination not previously identified at the Property or substantially higher concentrations of Existing Contamination.

LIMITATION OF CLAIMS BY THE NON-RESPONSIBLE PARTIES AND THEIR BENEFICIARIES

21. In consideration of the protections from the Department under this Contract, the Non-Responsible Parties and their Beneficiaries agree not to assert any claims or causes of action against the Department or to seek other costs, damages, or attorney's fees from the Department arising out of activities undertaken at the Property pursuant to this Contract. This limitation shall not extend to any claims or causes of action resulting from the Department's intentional or negligent acts or omissions, or the Department's willful breach of this Contract.

[Remainder of page left blank]

SIGNATORS

22. The signatories below hereby represent that they are authorized to and do enter into this Contract on behalf of their respective parties.

**THE SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL
CONTROL**

BY:

DATE:

Daphne G. Neel, Chief
Bureau of Land and Waste
Management

DATE:

Reviewed by Office of General Counsel

BULL STREET DEVELOPMENT, LLC

BY:

DATE:

Hughes Development Corporation, Manager
by: [Signature], Pres

6/18/2014

Robert E. Hughes, Jr., President
Printed Name and Title

THE CITY OF COLUMBIA

BY:

DATE:

Teresa Wilson

6/17/2014

Teresa Wilson, City Manager
Printed Name and Title

APPENDIX A

Bull Street Development, LLC

Application for Non-Responsible Party Voluntary Cleanup Contract

June 16, 2014

and

City of Columbia

Application for Non-Responsible Party Voluntary Cleanup Contract

June 16, 2014



Non Responsible Party Application for Voluntary Cleanup Contract

I. Applicant Information

1. Applicant is a: ☐ Single Entity ☒ Co-Entity (Each Co-Entity must complete items 1-8)
2. Applicant Type: ☐ Private Individual /Sole Proprietorship ☐ For-profit Business (Corp., Partnership, etc.) ☐ Tax-Exempt Trust/ Corporation/ Organization ☐ Government / Other Public Funded Entity

3. Applicant's Legal Name Bull Street Development, LLC

4. Contract Signatures for this Applicant

a. Authorized Signatory

Hughes Development Corporation Manager

Name	Title	Email
1 North Main Street, Suite 902	864-233-2580	864-242-4483
Address	Phone1	Phone2
Greenville	SC	29601
City	State	Zip

b. Other Signatories ☐ None

Name	Title	Phone	Email	Signature Required On Contract?
Robert E. Hughes, Jr.	President	(864) 233 - 2580	bhughes@hughesdevelopment.com	☒
Jayne L. McCall	Vice President	(864) 242 - 4483	jmcalls@hughesdevelopment.com	☒
		() -		☐

5. Physical Location of Applicant's Headquarters

1 North Main Street 902

Street address	Suite Number
Greenville	SC 29601
City	State Zip

6. Mailing address: ☐ Same as Authorized Signatory Go to question 7

Contact person (if different from Authorized Signatory) Title

P.O. 2567	864-233-2580	864-242-4483
Street Number or PO Box	Phone1	Phone 2
Greenville	SC 29602	
City	State Zip	Email

7. Company Structure Information ☐ Not-applicable (Local Government, Sole Proprietorship, Private Individual) - Go to Question #8

- a. Company is incorporated/ Organized/ Registered in South Carolina (state)
- b. List all principals, officers, directors, controlling shareholders, or other owners with >5% ownership interest.

Attach additional pages if needed.

Name	Name
Hughes Development Corporation, Manager	Egis Holdings, LLC, Member
Robert E. Hughes, Jr., President	
Jayne L. McCall, Vice President	
Helen W. Hughes, Vice President	
Jennifer Gregory, Secretary/Treasurer	

- c. Is the applicant a subsidiary, parent or affiliate of any other business organization not otherwise identified on this form?
☐ Yes ☒ No

d. If yes, identify all affiliations: _____

8. Non-Responsible Party Certification

By signature below, it is affirmed that no person or entity identified anywhere above:

- Is a current owner of the property
- Is a Responsible Party for the site
- Is a parent, successor, or subsidiary of any Responsible Party or owner of the property
- Has had any involvement with the property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program

by: Hughes Development Corporation, Manager

Authorized Signatory by: Robert E. Hughes, Jr., President

Co Signatories _____

II. Property Information**9. Location**a. Physical Address 2100 Bull Street, Columbiab. County Richlandc. ☐ Property is outside any municipal boundaries ☒ Property is inside the municipal limits of Columbia
(town/city)**10. List any Companies or Site names by which the Property is known**SC Department of Mental Health Bull Street Campus**11. Total Size of Property Covered by this Contract approx. 181 Acres****12. How many parcels comprise the Property? One****13. Current Zoning (general description)**PUD-LS - Allows development of parcels in excess of 25 acres under Large Scale PUD provisions of the City Zoning Ordinance.**14. a. Does the property have any above- or below-ground storage tanks? ☒ Yes ☐ No**

b. If Yes, provide information on the number and capacity of the tanks, their contents, and whether they will be retained, or closed and/or removed.

Two regulated underground storage tanks are located near Hall Institute and the Williams Building and used to store diesel fuel for emergency generators. Additionally, three unregulated USTs are located at the Energy Plant and used for storage of reserve fuel oil. These USTs will remain in service as long as the associated buildings remain on the Property.

15. Parcel Information <i>Complete the information below for each Parcel (attach additional sheets if needed)</i>	
a. Tax Map Parcel# <u>Portion R11501-01-01</u> b. Acreage <u>approx. 181</u> c. Current Owner <u>SC Dept. of Mental Health</u> d. Owner Mailing Address <u>P.O. Box 485</u> <u>Columbia, SC 29202</u> e. Contact Person for Access <u>Jim Berry</u> f. Access Person's Phone # <u>803-935-5655</u> g. Is Parcel Currently Vacant? ☐ Yes ☒ No h. Buildings on the parcel? (check all that apply) ☐ None ☒ Demolished/Ruins ☒ Intact, To be demolished ☒ Intact, To be re-used i. Business/facility operations ☐ Never Operated on the parcel ☐ Not operating since _____ (approx date) ☐ In operation: nature of the business _____	a. Tax Map Parcel# _____ b. Acreage _____ c. Current Owner _____ d. Owner Mailing Address _____ e. Contact Person for Access _____ f. Access Person's Phone # _____ g. Is Parcel Currently Vacant? ☐ Yes ☐ No h. Buildings on the parcel? (check all that apply) ☐ None ☐ Demolished/Ruins ☐ Intact, To be demolished ☐ Intact, To be re-used i. Business/facility operations ☐ Never Operated on the parcel ☐ Not operating since _____ (approx date) ☐ In operation: nature of the business _____
a. Tax Map Parcel# _____ b. Acreage _____ c. Current Owner _____ d. Owner Mailing Address _____ e. Contact Person for Access _____ f. Access Person's Phone # _____ g. Is Parcel Currently Vacant? ☐ Yes ☐ No h. Buildings on the parcel? (check all that apply) ☐ None ☐ Demolished/Ruins ☐ Intact, To be demolished ☐ Intact, To be re-used i. Business/facility operations ☐ Never Operated on the parcel ☐ Not operating since _____ (approx date) ☐ In operation: nature of the business _____	a. Tax Map Parcel# _____ b. Acreage _____ c. Current Owner _____ d. Owner Mailing Address _____ e. Contact Person for Access _____ f. Access Person's Phone # _____ g. Is Parcel Currently Vacant? ☐ Yes ☐ No h. Buildings on the parcel? (check all that apply) ☐ None ☐ Demolished/Ruins ☐ Intact, To be demolished ☐ Intact, To be re-used i. Business/facility operations ☐ Never Operated on the parcel ☐ Not operating since _____ (approx date) ☐ In operation: nature of the business _____
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DHEC 2956 (08/2009)

III. Property Redevelopment

16. Describe the intended re-use of the property:
(attach additional sheets if necessary)

Mixed use, including residential, recreational, and commercial development.

17. a. Will the future use include any chemical processes, petroleum or chemical storage and handling, on-site waste disposal, or generate any hazardous substances? ☐ Yes ☒ No
b. If Yes, identify the substances and discuss steps that will be taken to prevent their release to the environment.

18. Will redevelopment lead to the creation of permanent jobs on the property? ☒ Yes Anticipated Number unknown
☐ No

19. Projected Increase to the Tax Base as a result of this redevelopment: \$ unknown

20. a. Will there be Intangible benefits from this redevelopment such as:
☒ LEED, Earth Craft, EnergyStar, or similar certification of Sustainable Development
☒ Creation / Preservation of Green Space on the Property
☒ Deconstruction/ Recycling of demolition or building debris
☐ Other _____

b. Please Describe:

21. Anticipated date of closing or acquiring title to the property 9 / 1 / 2014

22. Redevelopment Certification

By signature below, the applicant(s) affirm that their proposed use and activities will not knowingly aggravate or contribute to existing contamination or pose significant human health or environmental risks on the property.

by: Hughes Development Corporation, Manager
Robert E. Hughes, Jr., President

Signature(s)

IV. Project Management And Financial Viability (Co-Entities, refer to instruction sheet)

23. Environmental Consulting Firm
☐ None as of this application date

S&ME

Company

104 Suber Road	Columbia	SC	29210
Address	City	State	Zip
Tom Behnke	2014	803-561-9024	tbehnke@smeinc.com
Project Contact1	S.C PE/PG Reg. #	Phone1	Phone 2 email

Project Contact 2	S.C PE/PG Reg. #	Phone1	Phone 2	email
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24. Legal Counsel (Optional)
 Nexsen Pruet, LLC
 Firm
 Tommy Lavender 803-253-8233
 Attorney Phone1 Phone 2
 1230 Main Street, Suite 700 Columbia SC 29201 tlavender@nexsenpruet.com
 Street Number or PO Box City State Zip email

25. Applicant's Billing Address ☒ Same as Contact person in #6 above Go to question #26

Financial Contact Title
 Company Phone
 Address
 City State Zip

26. Financial Viability
 By signature(s) below, the applicant agrees to:
 1. Pay the Department's costs upon receipt of invoices for implementing the Voluntary Cleanup Program for this Property, and
 2. Provide financial statements, if requested, to document financial viability to conduct the response actions on the Property.

☐ Waiver Requested (Check Box if applicable)
 The applicant is a Local Government or qualifies as a 501(c) Non-Profit Organization, and requests waiver of some Departmental costs of implementing this contract.
 By: Hughes Development Corporation, Manager
Dr. Perry, President (Robert E. Hughes, Jr.) Signatures

V. Application Completion (The following are required along with this form. Check applicable boxes)

27. The Legal Description of the Property is attached as a: ☐ Plat Map ☐ Metes and Bounds Text ☐ Both

28. The Phase I Environmental Site Assessment Report is attached as a:
☒ New report completed in the past six months by S&ME (Name of Environmental Firm)
☐ Older report updated in the past six months by _____ (Name of Environmental Firm)

29. Environmental sampling data and other reports: (check one)
☐ The Applicant is not aware of any environmental testing on the property
☒ The Applicant believes the Department already has all environmental data in its files on: SC Dept. of Mental Health
☐ The Following reports are attached: _____ (Site Name)

Report Date Report Name Environmental Firm

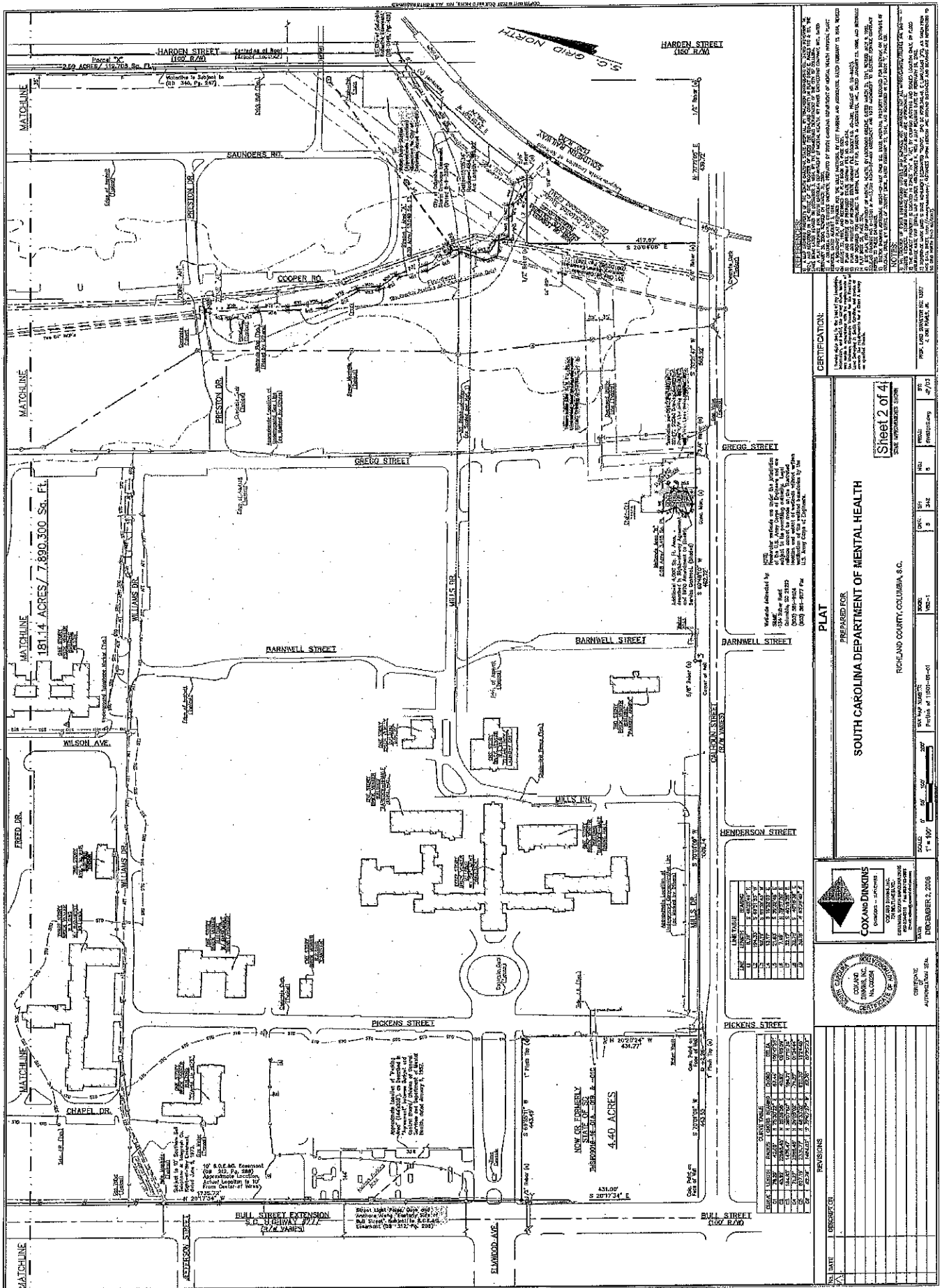
30. Mailing addresses of Former Owners, Operators and other Potentially Responsible Parties: (check one)
☐ Enclosed with this Application as an Attachment
☒ Will be submitted along with (or before) the signed contract

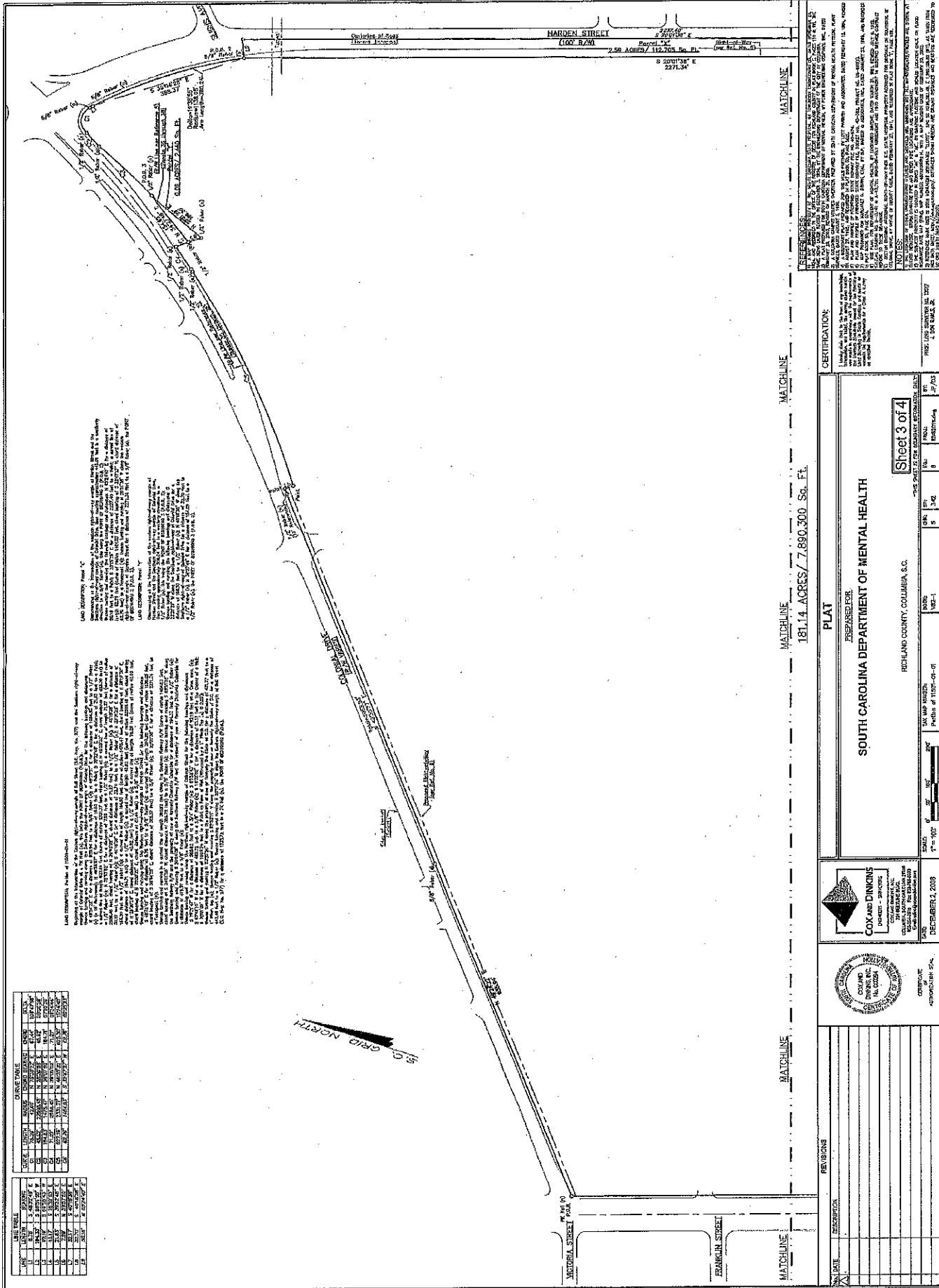
31. The applicants attest by signature below that this application is accurate to their best knowledge. Furthermore, the applicants request DHEC evaluate the Property for inclusion in the Brownfields Voluntary Cleanup Program and draft a Non-Responsible Party Contract for the Property.
 By: Hughes Development Corporation, Manager
Dr. Perry, President (Robert E. Hughes, Jr.) Signatures

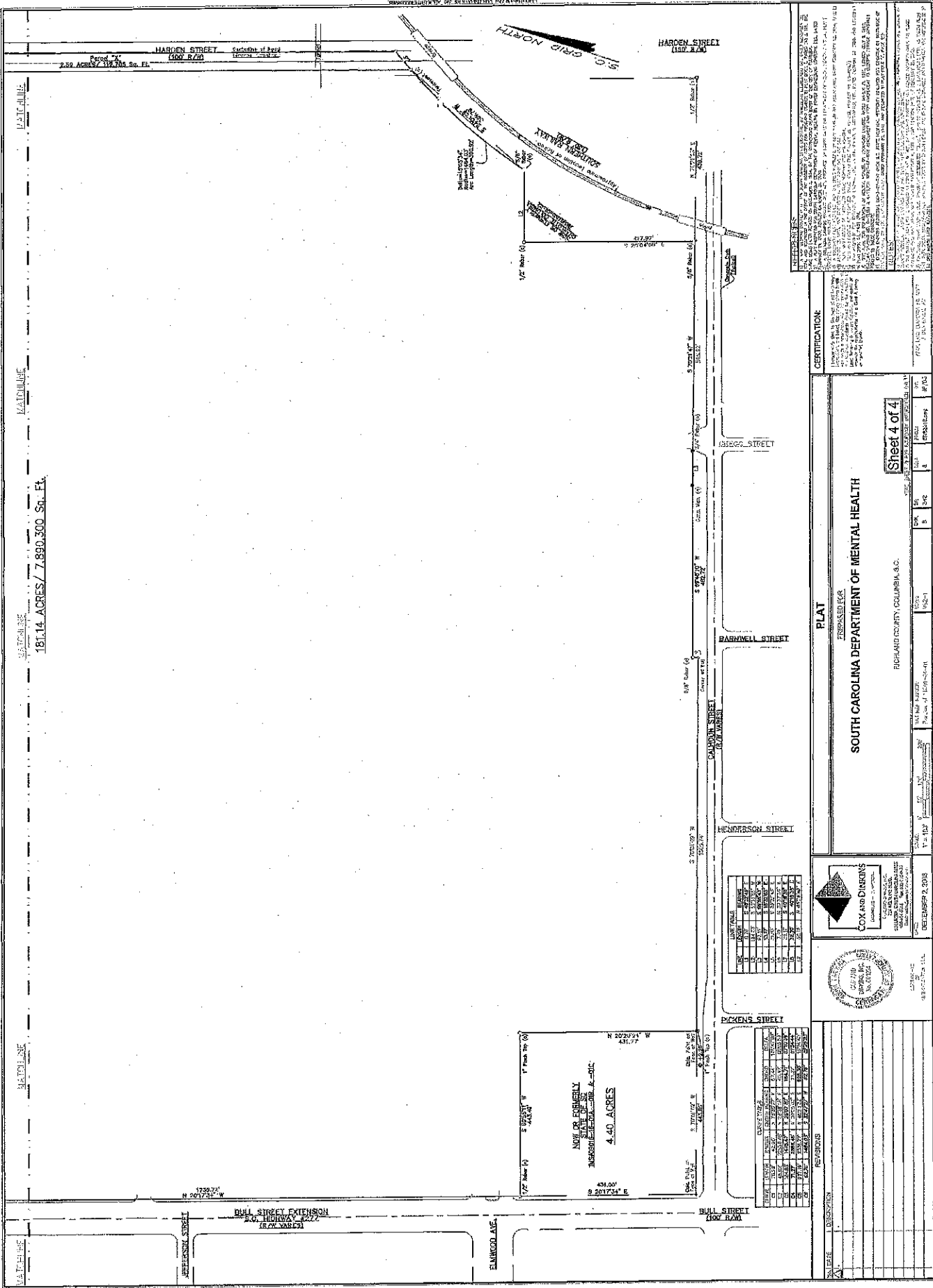
This Section for Department Use Only		
Assigned File Name		
Eligible for NRP Contract	Y N	
Assigned File Number		
Assigned Contract Number		

DHEC 2958 (08/2009)











Non Responsible Party Application for Voluntary Cleanup Contract

I. Applicant Information

1. Applicant is a: ☐ Single Entity ☒ Co-Entity (Each Co-Entity must complete items 1-8)
 2. Applicant Type: ☐ Private Individual /Sole Proprietorship ☐ For-profit Business (Corp., Partnership, etc.) ☐ Tax-Exempt Trust/ Corporation/ Organization ☒ Government / Other Public Funded Entity

3. Applicant's Legal Name City of Columbia

4. Contract Signatures for this Applicant

a. Authorized Signatory

Teresa B. Wilson City Manager tbwilson@columbiasc.net
 Name Title Email
 P.O. Box 147 803-545-3011
 Address Phone1 Phone2
 Columbia SC 29217
 City State Zip

b. Other Signatories ☐ None

Name	Title	Phone	Email	Signature Required On Contract?
		() -		☐
		() -		☐
		() -		☐

5. Physical Location of Applicant's Headquarters

1737 Main Street

Street address Suite Number
 Columbia SC 29201
 City State Zip

6. Mailing address: ☒ Same as Authorized Signatory Go to question 7

Contact person (If different from Authorized Signatory) Title
 Street Number or PO Box Phone1 Phone 2
 City State Zip Email

7. Company Structure Information ☒ Not-applicable (Local Government, Sole Proprietorship, Private Individual) - Go to Question #8

- a. Company Is Incorporated/ Organized/ Registered in _____ (state)
 b. List all principals, officers, directors, controlling shareholders, or other owners with >5% ownership interest.

Attach additional pages if needed.

Name	Name
_____	_____
_____	_____
_____	_____

- c. Is the applicant a subsidiary, parent or affiliate of any other business organization not otherwise identified on this form?
☐ Yes ☐ No

d. If yes, identify all affiliations: _____

8. Non-Responsible Party Certification

By signature below, it is affirmed that no person or entity identified anywhere above:

- Is a current owner of the property
- Is a Responsible Party for the site
- Is a parent, successor, or subsidiary of any Responsible Party or owner of the property
- Has had any involvement with the property in the past other than activities performed in anticipation of participation in the

Voluntary Cleanup Program

Teresa B. Wilson
 Authorized Signatory

Co Signatories

II. Property Information**9. Location**a. Physical Address 2100 Bull Street, Columbiab. County Richlandc. ☐ Property is outside any municipal boundaries ☒ Property is inside the municipal limits of Columbia
(town/city)**10. List any Companies or Site names by which the Property is known:**SC Department of Mental Health Bull Street Campus**11. Total Size of Property Covered by this Contract approx. 181 Acres****12. How many parcels comprise the Property? One****13. Current Zoning (general description)**

PUD-LS - Allows development of parcels in excess of 25 acres under Large Scale PUD provisions of the City Zoning Ordinance.

14. a. Does the property have any above- or below-ground storage tanks? ☒ Yes ☐ No

b. If Yes, provide information on the number and capacity of the tanks, their contents, and whether they will be retained, or closed and/or removed.

Two regulated underground storage tanks are located near Hall Institute and the Williams Building and used to store diesel fuel for emergency generators. Additionally, three unregulated USTs are located at the Energy Plant and used for storage of reserve fuel oil. These USTs will remain in service as long as the associated buildings remain on the Property.

DHEC 2956 (08/2009)

III. Property Redevelopment

16. Describe the intended re-use of the property:
(attach additional sheets if necessary)

The property will be reused for mixed use, including residential, recreational, and commercial development. The City may acquire certain portions of the Property for public use, including, but not limited to, a multi-use entertainment venue, public parks, roads, and utility corridors.

17. a. Will the future use include any chemical processes, petroleum or chemical storage and handling, on-site waste disposal, or generate any hazardous substances? ☐ Yes ☒ No
b. If Yes, identify the substances and discuss steps that will be taken to prevent their release to the environment.

18. Will redevelopment lead to the creation of permanent jobs on the property? ☒ Yes Anticipated Number unknown
☐ No

19. Projected Increase to the Tax Base as a result of this redevelopment: \$ unknown

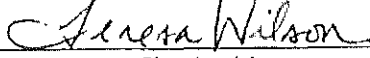
20. a. Will there be Intangible benefits from this redevelopment such as:
☒ LEED, Earth Craft, EnergyStar, or similar certification of Sustainable Development
☒ Creation / Preservation of Green Space on the Property
☒ Deconstruction/ Recycling of demolition or building debris
☐ Other _____

- b. Please Describe:

21. Anticipated date of closing or acquiring title to the property 9 / 1 / 2014

22. Redevelopment Certification

By signature below, the applicant(s) affirm that their proposed use and activities will not knowingly aggravate or contribute to existing contamination or pose significant human health or environmental risks on the property.


Signature(s)

IV. Project Management And Financial Viability (Co-Entitles, refer to instruction sheet)

23. Environmental Consulting Firm
☐ None as of this application date

S&ME

Company

104 Suber Road Columbia SC 29210
Address City State Zip

Tom Behnke 2014 803-561-9024 tbehnke@smelnc.com

Project Contact1 S.C PE/PG Reg. # Phone1 Phone 2 email

Project Contact 2 S.C PE/PG Reg. # Phone1 Phone 2 email

24. Legal Counsel (Optional)
Nexsen Pruet, LLC

Firm
Tommy Lavender 803-253-8233

Attorney Phone1 Phone 2
1230 Main Street, Suite 700 Columbia SC 29201 tlavender@nexsenpruet.com
Street Number or PO Box City State Zip email

25. Applicant's Billing Address ☒ Same as Contact person in #6 above Go to question #26

Financial Contact Title
Company Phone
Address
City State Zip

26. Financial Viability
By signature(s) below, the applicant agrees to:
1. Pay the Department's costs upon receipt of invoices for implementing the Voluntary Cleanup Program for this Property, and
2. Provide financial statements, if requested, to document financial viability to conduct the response actions on the Property.

☒ Waiver Requested (Check Box if applicable)
The applicant is a Local Government or qualifies as a 501(c) Non-Profit Organization, and requests waiver of some Departmental costs of implementing this contract.

Cherese Wilson
Signatures

V. Application Completion (The following are required along with this form. Check applicable boxes)

27. The Legal Description of the Property is attached as a: ☐ Plat Map ☐ Metes and Bounds Text ☐ Both

28. The Phase I Environmental Site Assessment Report is attached as a:
☒ New report completed in the past six months by S&ME (Name of Environmental Firm)
☐ Older report updated in the past six months by _____ (Name of Environmental Firm)

29. Environmental sampling data and other reports: (check one)
☐ The Applicant is not aware of any environmental testing on the property
☒ The Applicant believes the Department already has all environmental data in its files on: SC Dept. of Mental Health (Site Name)
☐ The Following reports are attached:

Report Date	Report Name	Environmental Firm

30. Mailing addresses of Former Owners, Operators and other Potentially Responsible Parties:(check one)
☐ Enclosed with this Application as an Attachment
☒ Will be submitted along with (or before) the signed contract

31. The applicants attest by signature below that this application is accurate to their best knowledge. Furthermore, the applicants request DHEC evaluate the Property for inclusion in the Brownfields Voluntary Cleanup Program and draft a Non-Responsible Party Contract for the Property.

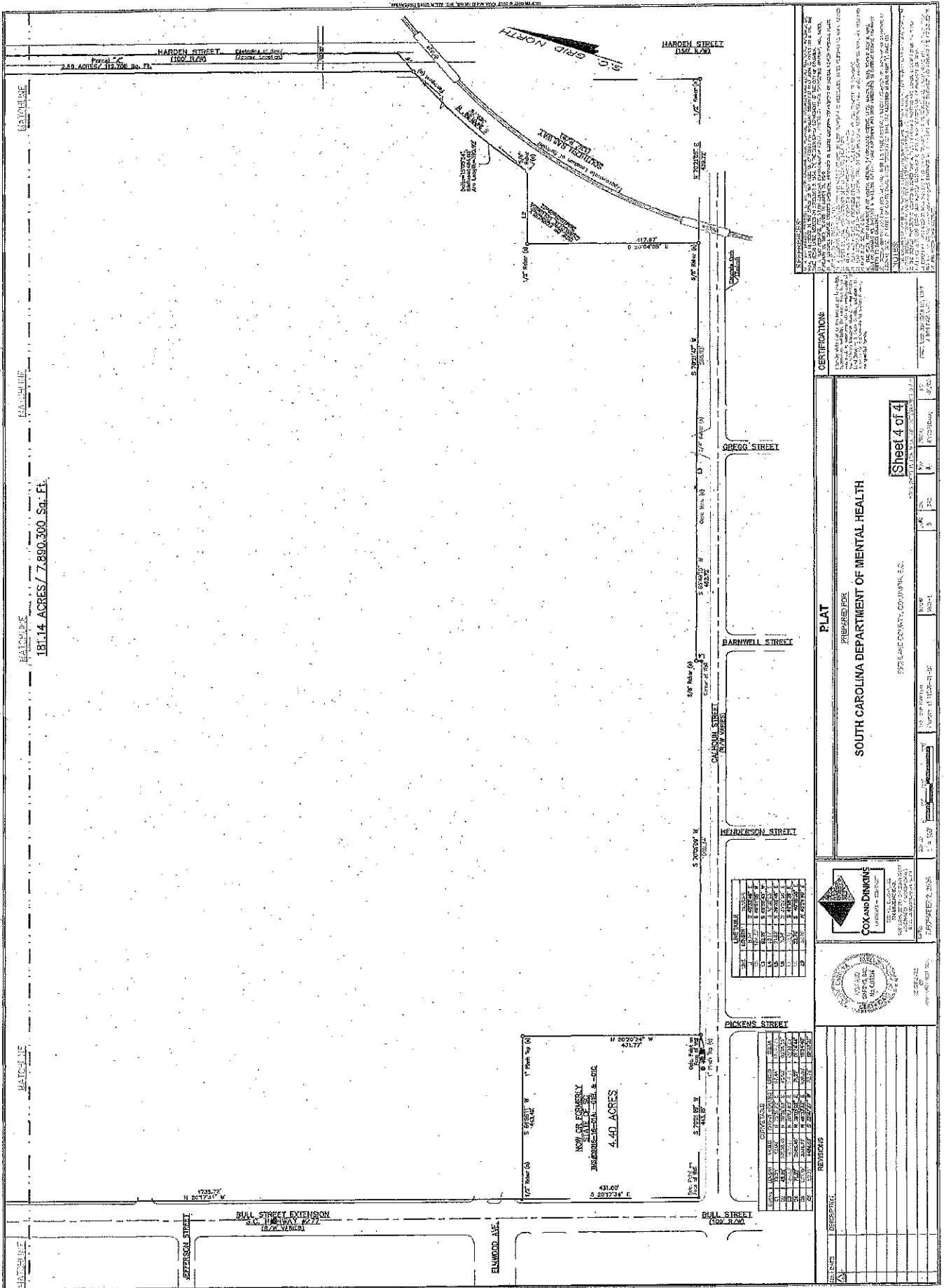
Cherese Wilson
Signature(s)

This Section for Department Use Only		
Assigned File Name		
Eligible for NRP Contract	Y N	
Assigned File Number		
Assigned Contract Number		











CITY OF COLUMBIA
AGENDA MEMORANDUM

MEETING DATE: July 15, 2014

DEPARTMENT: Legal

FROM: *Shari Ardis, Legal Administrator*

SUBJECT: **ORDINANCE NO.: 2014-072 Granting an encroachment to Tim S. Peterson for construction and maintenance of a wooden boardwalk within the right of way area of the 2000 block of Senate Street adjacent to his property at 2006 Senate Street, Richland County TMS #11405-10-01**

FINANCIAL IMPACT: N/A

ATTACHMENTS:

- 2014-072 encroach 2006 Senate (Peterson) (PDF)

ORDINANCE NO.: 2014-072

Granting an encroachment to Tim S. Peterson for construction and maintenance of a wooden boardwalk within the right of way area of the 2000 block of Senate Street adjacent to his property at 2006 Senate Street, Richland County TMS #11405-10-01

WHEREAS, Tim S. Peterson (hereinafter "Grantees") desire to use a portion of the right of way area of the 2000 block of Senate Street adjacent to his property located at 2006 Senate Street, Richland County TMS #11405-10-01 for installation and maintenance of a wooden boardwalk approximately ten (10') feet in length and ten (10') feet in width, as shown on the attached drawings; and,

WHEREAS, it appears that the encroachment will not interfere with the use of the sidewalk 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 _____, 2014, that Grantees are granted the right to utilize a portion of the right of way area of the 2000 block of Senate Street adjacent to his property located at 2006 Senate Street, Richland County TMS #11405-10-01 for installation and maintenance of a wooden boardwalk approximately ten (10') feet in length and ten (10') feet in width, as shown on the attached drawings.

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

PROVIDED, HOWEVER, that in exercising the privileges granted under this ordinance, Grantee, his successors and assigns, will indemnify and save harmless the City from any and all claims or causes of action which may arise by reason of the construction or maintenance of the aforesaid encroachment.

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. All trees shall be protected and no large tree roots shall be removed from any existing trees.
3. Grantee is responsible for all costs and repair of the improvements within the right of way area should the City have to dig in the area or remove any part thereof for maintenance to City water and or sewer lines.
4. Obstructions of more than four (4') feet in height are prohibited within the sight-visibility triangle.

5. Landscaping to be maintained by property owner.
6. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.

PROVIDED FURTHER that the privilege granted hereby may be modified or terminated by Columbia City Council at any time without notice to the Grantee, his successors and assigns.

PROVIDED FURTHER that a certificate of insurance be issued as evidence of general liability insurance with at least the minimum amount of \$600,000.00 for personal injury and property damage and naming the City as an insured, be provided to and filed annually with the City Clerk by Grantee, his successors and assigns, as required by Chapter 11, Licenses, Permits, Business Regulations, Article III, Contractors, Sec. 11-71, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER ORDAINED that Grantee, in consideration of the above privilege, shall at his expense provide for protection and relocation of all utilities that might be within this area to the satisfaction of the City Manager.

Requested by:

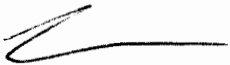
Tim S. Peterson

Mayor

Approved by:

City Manager

Approved as to form:



City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT

Attachment: 2014-072 encroachment 2006 Senate (Peterson) (1403 : ORDINANCE NO.: 2014-072)

**CITY COUNCIL
ENCROACHMENT SUMMARY
2014-072**



**2000 BLOCK OF SENATE STREET
ADJACENT TO 2006 SENATE STREET
BOARDWALK**

Subject Property:	Right-of-way adjacent to 2006 Senate Street, TMS#11405-10-01
Council District:	
Proposal:	Request for an encroachment to install and maintain a 10 ft. by 10 ft. boardwalk
Applicant:	Tim S. Peterson
Staff Recommendation:	Approval

Detail:	The applicant is requesting an encroachment to install and maintain a 10 ft. by 10 ft. boardwalk for ingress/egress adjacent to the building located at 2006 Senate Street, as shown on the attached drawings.
----------------	--

CITY AGENCY COMMENTS FOR ENCROACHMENT	
Planning & Development Services	Recommend approval.
Streets	Recommend approval.
Utilities and Engineering	Recommend approval.
Traffic Engineering	Recommend approval.
Forestry	Recommend approval.
Land Development	Recommend approval.
Fire	Recommend approval.

Attachment: 2014-072 encroach 2006 Senate (Peterson) (1403 : ORDINANCE NO.: 2014-072)

REQUEST FOR AN ENCROACHMENT ORDINANCE

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. An encroachment must comply with all existing City codes, rules and regulations, the Americans with Disabilities Act, if applicable, and is 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 homeowners' 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.

Please complete and submit this form along with any attachment(s) to Shari Ardis by e-mail at slardis@columbiasc.net ; fax at 803-737-4250; or mail to Shari Ardis, Legal Department, 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 and not through the Legal Department. Chip Timmons with Risk Management (733-8306 or catimmons@columbiasc.net) should be contacted regarding the insurance requirements.

Date: 5/02/2014 Property Owner: Tim S. Peterson
 Applicant's Name if different from Property Owner: Hanna Tsegaye
 Contact Information: Telephone Number: (803) 216-2023 Fax Number: _____
 Mailing address: 24 Cabin Court Irma SC 29063 E-mail address: hanna2se@yahoo.com
 Encroachment Location (Address): 2006 Senate St
 (If corner lot, include name and block number of side street, i.e., 1737 Main Street and 1100 block of Laurel Street)

Tax Map Number for Encroachment Location: _____

Encroachment type: ☐ Wall ☐ Fence ☐ Columns ☐ Steps ☐ Irrigation System ☐ Landscaping ☐ Driveway ☐ Pavers
☐ Walkway/Side walk ☐ Underground Utilities ☐ other

If Other - specify: Reconnect walkway to street for access to existing walk.
 Dimensions (height/width/length): 10' x 10' new concrete Apron

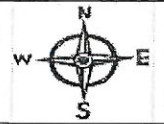
(i.e., 6'x42' wooden privacy fence; two 12"x4" concrete step; two 12"x12" x24" brick columns; 4'x15' brick paver walkway)

Construction material: _____

Please provide photographs and drawing or site plan drawn to scale - no larger than 8-1/2 x 11.

☐ Church Directional Signs (Must provide picture or drawing of proposed signs that reflect dimensions)

Location(s) signs are to be placed (i.e. Northeast corner of Main Street) _____



Businesses only: ☐ Outdoor dining No. of chairs: _____ No. of Tables _____

Hours of operation for outdoor dining: 10:00 AM - 8 hours

Number of planters: _____ Awning: _____ (dimensions - size/material) _____

Other: _____ (or complete applicable "Encroachment type" section above)

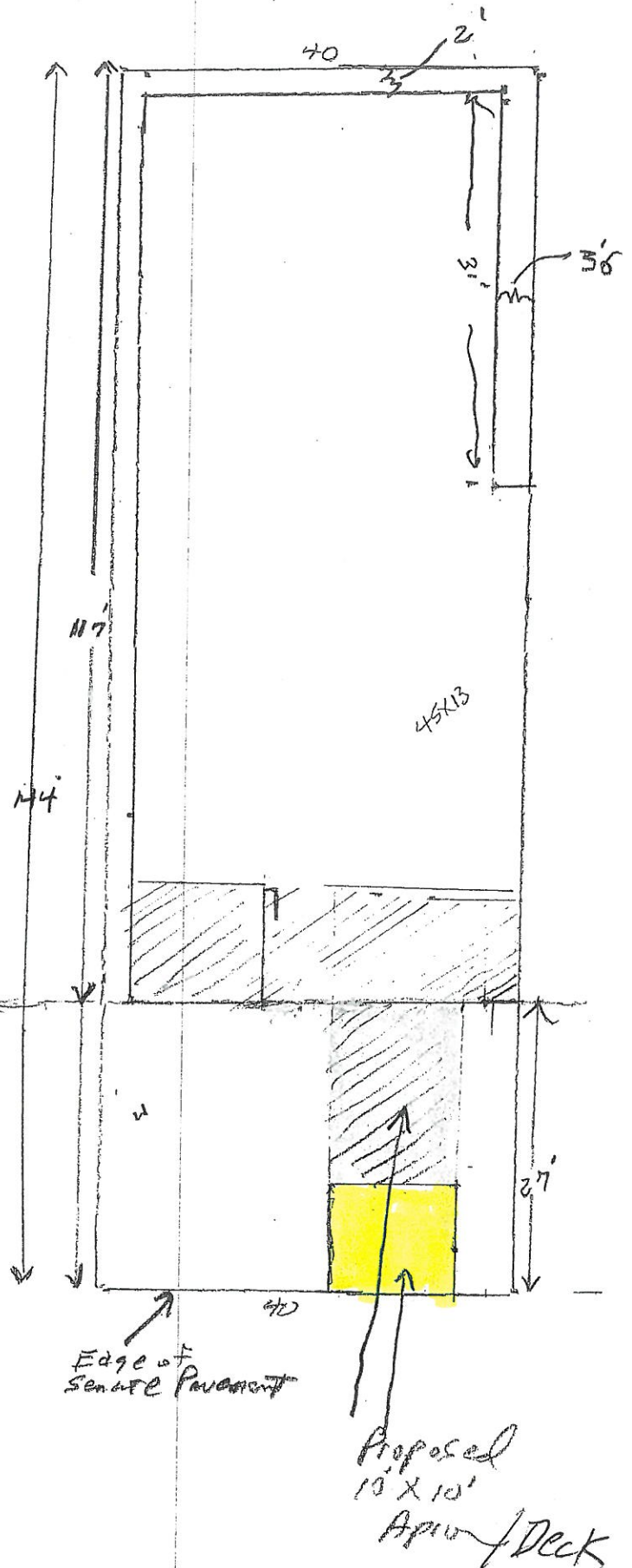
The proposed ordinance will be sent to the requesting party and City offices for review and approval. Johnathan Chambers will compile the recommendations and forward them to the City Clerk for scheduling before City Council. This process may take from 30-90 days.

CONTACT	DEPARTMENT	PHONE	FAX	E-MAIL
Krista Hampton	Development Services (Administration)	803-545-3420	803-733-8647	kmhampton@columbiasc.net
Johnathan Chambers	Development Services (Land Development)	803-545-3333	803-343-8779	jchambers@columbiasc.net
Nancy Lee Trihey	Development Services (Planning)	803-545-3222	803-733-8647	nltrihey@columbiasc.net
John Fellows	Development Services (Planning)	803-545-3222	803-733-8647	jfellows@columbiasc.net
Brian Cook	Development Services (Zoning)	803-545-3332	803-733-8647	kbcCook@columbiasc.net
Jerry Thompson	Development Services (Building Inspections)	803-545-3420	803-733-8699	jthompson@columbiasc.net
Fanessa Pinckney	Development Services (Permits)	803-545-3420	803-733-8699	fcPinckney@columbiasc.net
Amy Moore	Development Services (Historic Preservation)	803-545-3222	803-733-8647	aemoore@columbiasc.net
Joey Jacob	Utilities & Engineering (Administration)	803-545-3400	803-988-8199	jdjacob@columbiasc.net
Dana Higgins	Utilities & Engineering (Construction Management)	803-545-3372	803-545-4130	dahiggins@columbiasc.net
Robert Anderson	Public Works (Administration)	803-545-3780	803-733-8648	raanderson@columbiasc.net
Robert Sweat	Public Works (Street Division)	803-545-3790	803-545-3785	rgsweatt@columbiasc.net
David Brewer	Public Works (Traffic Engineering)	803-545-3850	803-733-8648	ddbrewer@columbiasc.net
Sara Hollar	Public Works (Forestry & Beautification)	803-545-3860	803-733-8648	sehollar@columbiasc.net
John Hooks	Public Works (Solid Waste)	803-545-3800	803-733-8648	jphooks@columbiasc.net
Fred Delk	Columbia Development Corporation	803-988-8040	803-988-8039	cdc@columbiasc.net
Chip Timmons	Risk Management	803-733-8306	803-733-8245	catimmons@columbiasc.net
George Adams	Fire Department	803-545-3701	803-401-8839	cfadams@columbiasc.net
Gerald Koon	Fire Department	803-545-3701	803-401-8839	cfadkoon@columbiasc.net
John David Spade	Parking Services	803-545-3070	803-733-8523	spade@columbiasc.net

See attached description
of property
2006 Senate St,

From Food Lyon
To Property
Line at Senate } 117'
From Food Lyon
To Senate Asphalt
Pavement } 144'

Edge of
Senate Property line





11405-10-03

11405-10-01

Senate St

11405-04-02

Attachment: 2014-072 encroach 2006 Senate (Peterson) (1403 : ORDINANCE NO.: 2014-072)



Attachment: 2014-072 encroach 2006 Senate (Peterson) (1403 : ORDINANCE NO.: 2014-072)

Book 1458-3699

2003069055 06/22/2003 10:03:08 AM

Deed

Fee: \$10.00 County Tax: \$0.00

State Tax: \$0.00



2008069055 Richard W. Rodden

Scribble County, SC

TITLE TO REAL ESTATE

Quit Claim Deed

KNOW ALL MEN BY THESE PRESENTS, That **Donald J. Petersen** individually (hereinafter called "Grantor"), for and in consideration of the sum of Five and No/100ths (\$5.00) Dollars paid by **Tim S. Petersen** (hereinafter called "Grantee") (the receipt of which is hereby acknowledged) have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release, unto the Grantee, his heirs, successors and assigns:

All that certain piece, parcel or lot of land, together with the improvements thereon, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, on the South side of Senate Street, between Hawkins Street and the Southern Railway, being shown and designated as Lot Number 20 on a plat of the property of Joseph Walker prepared by Tomlinson Engineering Co., dated June 10, 1918 and recorded in the Office of the Register of Deeds for Richland County in Plat Book C at Page 53. Said lot measuring on its Northern and Southern sides 40 feet, more or less; and on its Eastern and Western sides 117 feet, more or less, being bounded on the North by Senate Street; East by Lot Number 19; South by Lot Number 17 and West by Lot Number 21, all of which will more fully appear by reference to said plat.

This being the same property conveyed to the Tim S. Petersen and Lamona Petersen by deed of William A. Jerry, dated March 18, 2003 and recorded in the Office of the Register of Deeds for Richland County in Record Book R771 at Page 443.

TMS #: 11405-10-01

This conveyance is made subject to easements and restrictions of record and otherwise affecting the property.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the Premises belonging, or in anywise incident or appertaining.

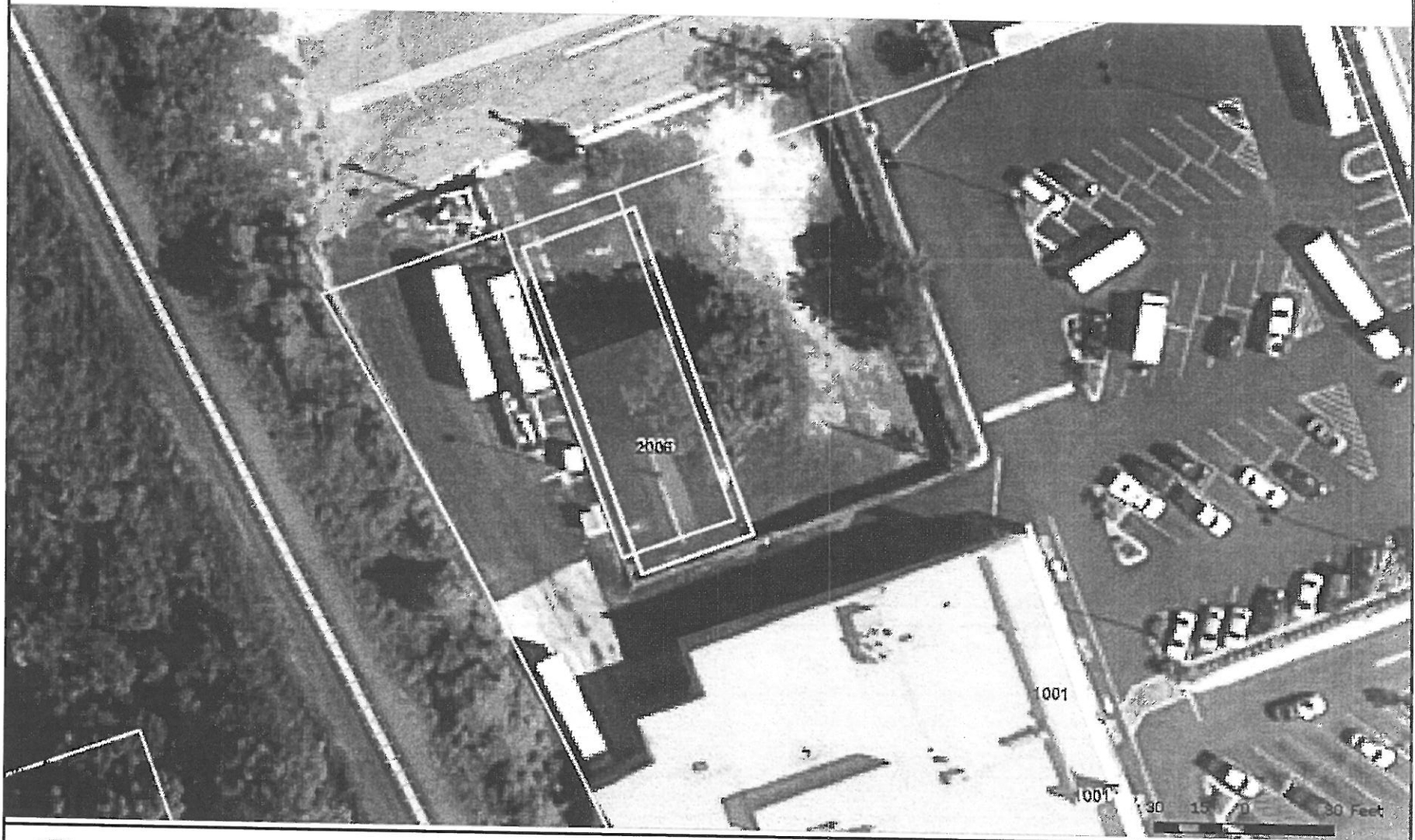
TO HAVE AND TO HOLD, all and singular the premises before mentioned unto the Grantee, his Heirs, Successors and Assigns forever.

Any reference in this instrument to the singular shall include the plural, and vice versa. Any reference to one gender shall include the others, including the neuter. Such

*Grantee's address: 2006 Senate St
Columbia, SC 29201*

Attachment: 2014-072 encroach 2006 Senate (Peterson) (1403 : ORDINANCE NO.: 2014-072)

Richland County Map



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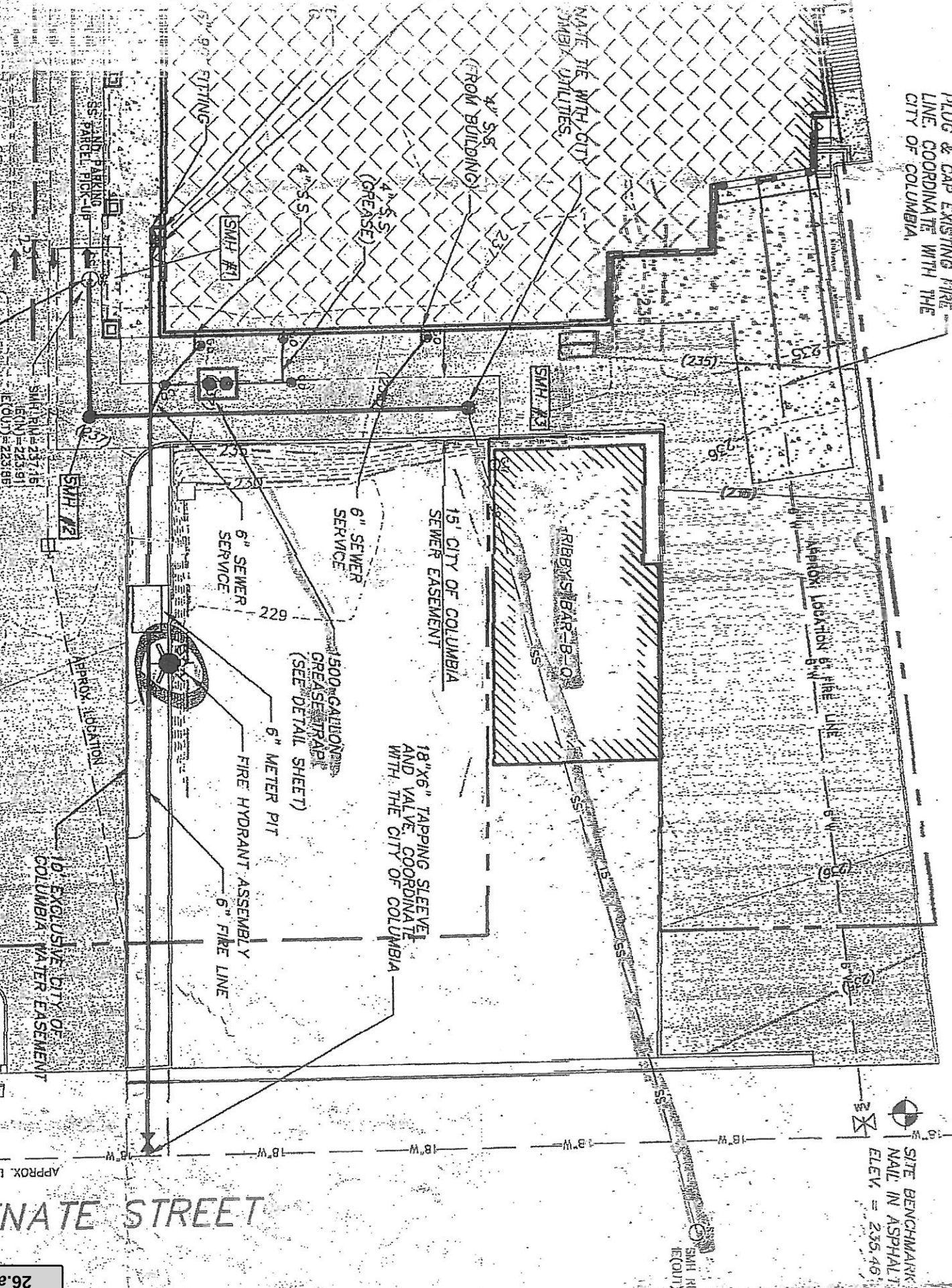






PLUG & CAP EXISTING FIRE
LINE, COORDINATE WITH THE
CITY OF COLUMBIA.

SITE BENCHMARK
NAIL IN ASPHALT
ELEV. = 235.46'



Attachment: 2014-072 encroachment 2006 Senate (Peterson) (1403 : ORDINANCE NO.: 2014-072)



CITY OF COLUMBIA
AGENDA MEMORANDUM

MEETING DATE: July 15, 2014

DEPARTMENT: Legal

FROM: *Shari Ardis, Legal Administrator*

SUBJECT: **RESOLUTION NO.: R-2014-052** Authorizing
consumption of beer and wine beverages only at the Palmetto
Tasty Tomato Festival

FINANCIAL IMPACT: N/A

ATTACHMENTS:

- R-2014-052 Palmetto Tasty Tomato Festival (July 19) (PDF)

RESOLUTION NO.: R-2014-052

Authorizing consumption of beer and wine beverages only at the Palmetto Tasty Tomato Festival

WHEREAS, Sustainable Midlands ("Sponsor") is sponsoring the Palmetto Tasty Tomato Festival at City Roots Urban Farm in the 1000 block of Airport Boulevard between Commerce Drive and Jim Hamilton Boulevard from 4:00 p.m. until 9:30 p.m. on Saturday, July 19, 2014; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use of the 1000 block of Airport Boulevard between Commerce Drive and Jim Hamilton Boulevard from 10:30 a.m. until 10:00 p.m. for set up, clean up, and staging of the event to be held from 4:00 p.m. until 9:30 p.m.; for patrons to consume beer and wine beverages only during the event hours of 4:00 p.m. until 9:00 p.m.; and for crowd control and overflow; and,

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this ____ day of _____, 2014, that the sale of beer and wine beverages only is authorized between the hours of 4:00 p.m. and 9:00 p.m. on Saturday, July 19, 2014; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the clean up of all trash and debris within the festival area and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area, any costs incurred by the City in removing loose trash and debris within the festival area, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, is prohibited. All pets, including snakes, shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time that the closed portion of the 1000 block of Airport Boulevard between Commerce Drive and Jim Hamilton Boulevard, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, the closed portion of the 1000 block of Airport Boulevard between Commerce Drive and Jim Hamilton Boulevard, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine beverages shall be permitted only in plastic cups, plastic or aluminum bottles or aluminum cans provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

Requested by:

Sustainable Midlands

Mayor

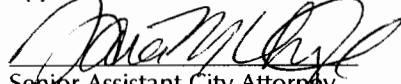
Approved by:

ATTEST:

City Manager

Approved as to form:

City Clerk


Senior Assistant City Attorney

Introduced:

Final Reading:



CITY OF COLUMBIA
AGENDA MEMORANDUM

MEETING DATE: July 15, 2014

DEPARTMENT: Legal

FROM: *Shari Ardis, Legal Administrator*

SUBJECT: **RESOLUTION NO.: R-2014-057 Authorizing consumption of beer and wine only at the USC Pep Rally at Wild Wing Café in the Vista**

FINANCIAL IMPACT: N/A

ATTACHMENTS:

- R-2014-057 USC Pep Rally @ Wild Wing Cafe in the Vista (Aug 1) (PDF)

RESOLUTION NO.: R-2014-057

Authorizing consumption of beer and wine only at the USC Pep Rally at Wild Wing Café in the Vista

WHEREAS, Wild Wing Café in the Vista ("Café") is sponsoring the USC Pep Rally on Friday, August 1, 2014, from 3:00 p.m. until 10:00 p.m. in the 1300 block of Gadsden Street between Lady Street and Washington Street; and,

WHEREAS, the Café has requested permission for the temporary closing and use of 1300 block of Gadsden Street between Lady Street and Washington Street from 1:00 p.m. until 11:30 p.m. for set up and staging of the event to be held from 3:00 p.m. until 10:00 p.m. on Friday, August 1, 2014, and for patrons to consume beer and wine beverages only during the hours of 3:00 p.m. and 9:30 p.m.; and,

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this ____ day of _____, 2014, that the sale of beer and wine beverages only is authorized between the hours of 3:00 p.m. and 9:30 p.m., on Friday, August 1, 2014; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the clean up of all trash and debris within the festival area and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area, any costs incurred by the City in removing loose trash and debris within the festival area, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, is prohibited. All pets shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time on Friday, August 1, 2014, the

1300 block of Gadsden Street between Lady Street and Washington Street, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, the 1300 block of Gadsden Street between Lady Street and Washington Street is deemed to be the site of a public festival at which beer and wine only may be consumed and the prohibition against possession or consumption of alcoholic beverages as set forth in Sec. 14-99 shall not apply.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that in the event of inclement weather on Friday, August 1, 2014, the City Manager is authorized to approve the rescheduling of the event for another date within one (1) week from the date of the originally scheduled event upon receiving twenty-four (24) hours written notice requesting the rescheduling of the event. The hours of operation for the event, service of beer and wine at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

BE IT FURTHER RESOLVED that should the organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

Wild Wing Café in the Vista

Mayor

Approved by:

City Manager

ATTEST:

Approved as to form:



City Attorney

City Clerk

Introduced:

Final Reading:



CITY OF COLUMBIA
AGENDA MEMORANDUM

MEETING DATE: July 15, 2014

DEPARTMENT: Legal

FROM: *Shari Ardis, Legal Administrator*

SUBJECT: **RESOLUTION NO.: R-2014-059 Authorizing consumption of beer and wine only at Oktoberfest**

FINANCIAL IMPACT: N/A

ATTACHMENTS:

- R-2014-059 Oktoberfest (Oct 25) (PDF)

RESOLUTION NO.: R-2014-059*Authorizing consumption of beer and wine only at Oktoberfest*

WHEREAS, Emile DeFelice ("Sponsor") is sponsoring Oktoberfest to be held in the 1400 and 1500 blocks of Main Street between Taylor Street and Washington Street from 9:00 a.m. until 4:30 p.m. on Saturday, October 25, 2014; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use of 1400 and 1500 blocks of Main Street between Taylor Street and Washington Street, from 7:00 a.m. until 4:30 p.m. on Saturday, October 25, 2014 for set up, clean up, and staging of the event to be held in the 1400 and 1500 blocks of Main Street between Taylor Street and Washington Street on Saturday, October 25, 2014 from 9:00 a.m. until 4:30 p.m.; for patrons to consume beer and wine beverages only during the event hours of 9:00 a.m. until 4:00 p.m.; and for crowd control and overflow; and,

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this ____ day of _____, 2014, that the sale of beer and wine beverages only is authorized between the hours of 9:00 a.m. and 4:00 p.m. on Saturday, October 25, 2014; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the clean up of all trash and debris within the festival area and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area, any costs incurred by the City in removing loose trash and debris within the festival area, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, is prohibited. All pets shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time the closed portion of the 1400 and 1500 blocks of Main Street between Taylor Street and Washington Street, with the exception of the parking areas, adjacent off-street parking areas and other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, the 1400 and 1500 blocks of Main Street between Taylor Street and Washington Street, with the exception of the parking areas, adjacent off-street parking areas and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine beverages shall be permitted only in plastic cups, plastic or aluminum bottles or aluminum cans provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

Requested by:

Emile DeFelice

Mayor

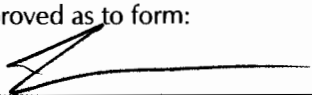
Approved by:

ATTEST:

City Manager

Approved as to form:

City Clerk



City Attorney

Introduced:

Final Reading:



CITY OF COLUMBIA
AGENDA MEMORANDUM

MEETING DATE: July 15, 2014

DEPARTMENT: Legal

FROM: *Shari Ardis, Legal Administrator*

SUBJECT: **RESOLUTION NO.: R-2014-060 Authorizing consumption of beer and wine only at HolidayFest**

FINANCIAL IMPACT: N/A

ATTACHMENTS:

- R-2014-060 HolidayFest (Dec 6) (PDF)

RESOLUTION NO.: R-2014-060*Authorizing consumption of beer and wine only at HolidayFest*

WHEREAS, Emile DeFelice ("Sponsor") is sponsoring HoliayFest to be held in the 1400 and 1500 blocks of Main Street between Taylor Street and Washington Street from 9:00 a.m. until 4:30 p.m. on Saturday, December 6, 2014; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use of 1400 and 1500 blocks of Main Street between Taylor Street and Washington Street, from 7:00 a.m. until 4:30 p.m. on Saturday, December 6, 2014 for set up, clean up, and staging of the event to be held in the 1400 and 1500 blocks of Main Street between Taylor Street and Washington Street on Saturday, December 6, 2014 from 9:00 a.m. until 4:30 p.m.; for patrons to consume beer and wine beverages only during the event hours of 9:00 a.m. until 4:00 p.m.; and for crowd control and overflow; and,

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this ____ day of _____, 2014, that the sale of beer and wine beverages only is authorized between the hours of 9:00 a.m. and 4:00 p.m. on Saturday, December, 2014; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the clean up of all trash and debris within the festival area and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area, any costs incurred by the City in removing loose trash and debris within the festival area, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, is prohibited. All pets shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time the closed portion of the 1400 and 1500 blocks of Main Street between Taylor Street and Washington Street, with the exception of the parking areas, adjacent off-street parking areas and other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, the 1400 and 1500 blocks of Main Street between Taylor Street and Washington Street, with the exception of the parking areas, adjacent off-street parking areas and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine beverages shall be permitted only in plastic cups, plastic or aluminum bottles or aluminum cans provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

Requested by:

Emile DeFelice

Mayor

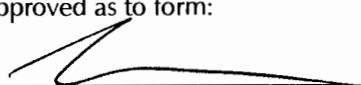
Approved by:

ATTEST:

City Manager

Approved as to form:

City Clerk



City Attorney

Introduced:

Final Reading:



CITY OF COLUMBIA
AGENDA MEMORANDUM

MEETING DATE: July 15, 2014

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: JEDA Resolution 2014-061

FINANCIAL IMPACT: n/a

ATTACHMENTS:

- Resolution_2014_061_JEDA_USC_DF_West_Campus (PDF)

RESOLUTION NO.: R-2014-061

A RESOLUTION IN SUPPORT OF THE ISSUANCE BY THE SOUTH CAROLINA JOBS-ECONOMIC DEVELOPMENT AUTHORITY OF ITS ECONOMIC DEVELOPMENT REVENUE BONDS (USC DF – WEST CAMPUS, LLC PROJECT) IN ONE OR MORE SERIES, TAXABLE OR TAX-EXEMPT, PURSUANT TO THE PROVISIONS OF TITLE 41, CHAPTER 43, OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING \$92,700,000

WHEREAS, the South Carolina Jobs-Economic Development Authority (the “Authority”) is authorized and empowered under and pursuant to the provisions of Title 41, Chapter 43, of the Code of Laws of South Carolina 1976, as amended (the “Act”), to utilize any of its program funds to establish loan programs for the purpose of reducing the cost of capital to business enterprises which meet the eligibility requirements of Section 41-43-150 of the Act and for other purposes described in Section 41-43-160 of the Act and thus provide maximum opportunities for the creation and retention of jobs and improvement of the standard of living of the citizens of the State of South Carolina; and

WHEREAS, the Authority is further authorized by Section 41-43-110 of the Act to issue revenue bonds payable by the Authority solely from a revenue producing source and secured by a pledge of said revenues in order to provide funds for any purpose authorized by the Act, and to refund such bonds; and

WHEREAS, the Authority and USC DF – West Campus, LLC (the “Borrower”), a wholly-owned subsidiary of The University of South Carolina Development Foundation (the “Foundation”), a South Carolina nonprofit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986 and established as a support organization for the benefit of the University of South Carolina (the “University”), entered into an Inducement Agreement dated May 14, 2014 (the “Inducement Agreement”), pursuant to which and in order to implement the public purposes enumerated in the Act, and in furtherance thereof to comply with the undertakings of the Authority pursuant to the Inducement Agreement, the Authority proposes to issue not exceeding \$92,700,000 aggregate principal amount of its Economic Development Revenue Bonds (USC DF – West Campus, LLC Project), in one or more series, taxable or tax-exempt (the “Bonds”), under and pursuant to Section 41-43-110 of the Act, proceeds of which will be used by the Borrower to (i) defray the cost, including the payment of interim financing costs, of construction, acquisition and equipping of an approximately 878-bed rental housing facility for students of the University, including related parking and ground floor retail facilities (collectively, the “Project”), located in the City of Columbia, South Carolina (the “City”), and (ii) pay certain costs of issuance of the Bonds; and

WHEREAS, the Borrower is projecting that the assistance of the Authority by the issuance of the Bonds to finance the Project will result in the creation of an estimated 75 new jobs, with a resulting alleviation of unemployment and a substantial increase in payrolls, capital investment and tax revenues; and

WHEREAS, the City Council of the City of Columbia (the “Council”) and the Authority have on this date jointly held a public hearing with respect to the issuance of the Bonds for the Project, duly noticed by publication in a newspaper having general circulation in the City and Richland County, not less than 15 days prior to the date hereof, at which all interested persons have been given a reasonable opportunity to express their views; and

WHEREAS, pursuant to the Act, the Authority seeks the support of the Council with respect to the Authority's determination to issue the Bonds; and

WHEREAS, such support of the Council will not financially obligate the City in any respect;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Columbia, South Carolina this ____ day of _____, 2014, as follows:

SECTION 1. It is hereby found, determined and declared that (a) the Project will subserve the purposes of the Act, (b) the Project is anticipated to benefit the general public welfare of the City by providing services, employment, recreation or other public benefits not otherwise provided locally, (c) the Project will give rise to no pecuniary liability of the City or a charge against its general credit or taxing power, (d) the amount of bonds required to finance the Project is approximately \$92,700,000; and (e) the documents to be delivered by the Borrower and the Authority with respect to the Bonds will provide, among other things, (i) for the amount necessary in each year to pay the principal of and interest on the Bonds, (ii) whether reserve funds of any nature will be established with respect to the retirement of the Bonds and the maintenance of the Project (and, if any such reserve funds are to be so established, the amount necessary to be paid each year into such funds), and (iii) that the Borrower shall maintain the Project and carry all proper insurance with respect thereto.

SECTION 2. The Council supports the Authority in its determination to issue the Bonds to defray the costs of financing related to the Project, and such support does not financially obligate the City.

SECTION 3. All orders and resolutions and parts thereof in conflict herewith are to the extent of such conflict hereby repealed, and this resolution shall take effect and be in full force from and after its adoption.

Requested by:

University of South Carolina

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

City Attorney

City Clerk

Introduced:

Final Reading:



CITY OF COLUMBIA
AGENDA MEMORANDUM

MEETING DATE: July 15, 2014

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: Map Amendment - 1230 Sumter Street , (TMS#11401-03-01) (partial); request recommendation to rezone from C-5, -DD (Central Business District, Design Overlay) to C-5, -DD, -DP (Central Business District, Design Overlay, with a Design Preservation Overlay).

PRESENTER: Krista Hampton

FINANCIAL IMPACT: N/A

ATTACHMENTS:

- ZPH-MA_TA_1230_Sumter_St (PDF)



CITY COUNCIL MAP AND TEXT AMENDMENT CASE SUMMARY

REZONE FROM C-5, -DD (CENTRAL BUSINESS DISTRICT, DESIGN OVERLAY) TO C-5, -DD, -DP (CENTRAL BUSINESS DISTRICT, DESIGN OVERLAY, DESIGN PRESERVATION) AT 1230 SUMTER STREET

July 15, 2014 at 5:15pm

City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

Subject Property:	1230 Sumter Street, TMS#11401-03-01partial		
Council District:	2		
Proposal:	Rezone from C-5 to C-5, -DD, -DP and Amend Chapter 17 - Article V, Division 3 - §17-691 (c) to designate structure as a Group II Landmark		
Applicant:	Rick Patel, owner		
Present Use:	Commercial	Proposed Use:	Commercial
Staff Recommendation:	Approve.		
PC Recommendation:	Approve (6-0), 04/07/14		

Detail:	Staff has worked with the owners of this property to pursue landmark designation of this structure. Staff finds that the building meets all six of the criteria for Group II landmarks, listed below, as found in the City Ordinance. Only one criterion is needed to support landmark designation: 1) The sites of events, homes of men, etc., having contributed to local history; 2) Reasonably distinctive characteristics in architectural design, not necessarily unique; 3) Somewhat rare type in Columbia; 4) Belonging to a family or "general" of buildings of which it is a good example; 5) The work of an architect of local importance; 6) A good example of a style or type of building which is becoming, or is in danger of becoming, extinct locally.
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Please see the accompanying history of the building prepared by preservation staff for its eligibility justification. The addition of this structure to the Landmark List is not in conflict with the Comprehensive Plan, which states as a goal to *promote the preservation and protection of Columbia's significant historic buildings, structures, districts, landscapes, and facets.*

Finally, the D/DRC recommended structure for landmark designation on February 19, 2014 (8-0).

Zoning Map

1230 Sumter Street
TMS# 11401-03-01(portion) Zoned C-5

32.a

Department of Planning & Development Services

Legend

RAILROADS CITY LIMITS
STREETS PARCELS

D-1	MX-2
RS-1	C-1
RS-1A	C-2
RS-1B	C-3
RS-2	C-3A
RS-3	C-4
RD	C-5
RD-2	M-1
RG-1	M-2
RG-1A	PUD-C
RG-2	PUD-LS
RG-3	PUD-LS-E
UTD	PUD-LS-R
MX-1	PUD-R

PROPOSED REZONING
DP Overlay
Arch Conserv District
Historic District
Protection Area
City Landmarks

ORIGINAL PREPARATION/DATE:
This map was prepared by:

S. W. Hudson, III
April 3, 2014

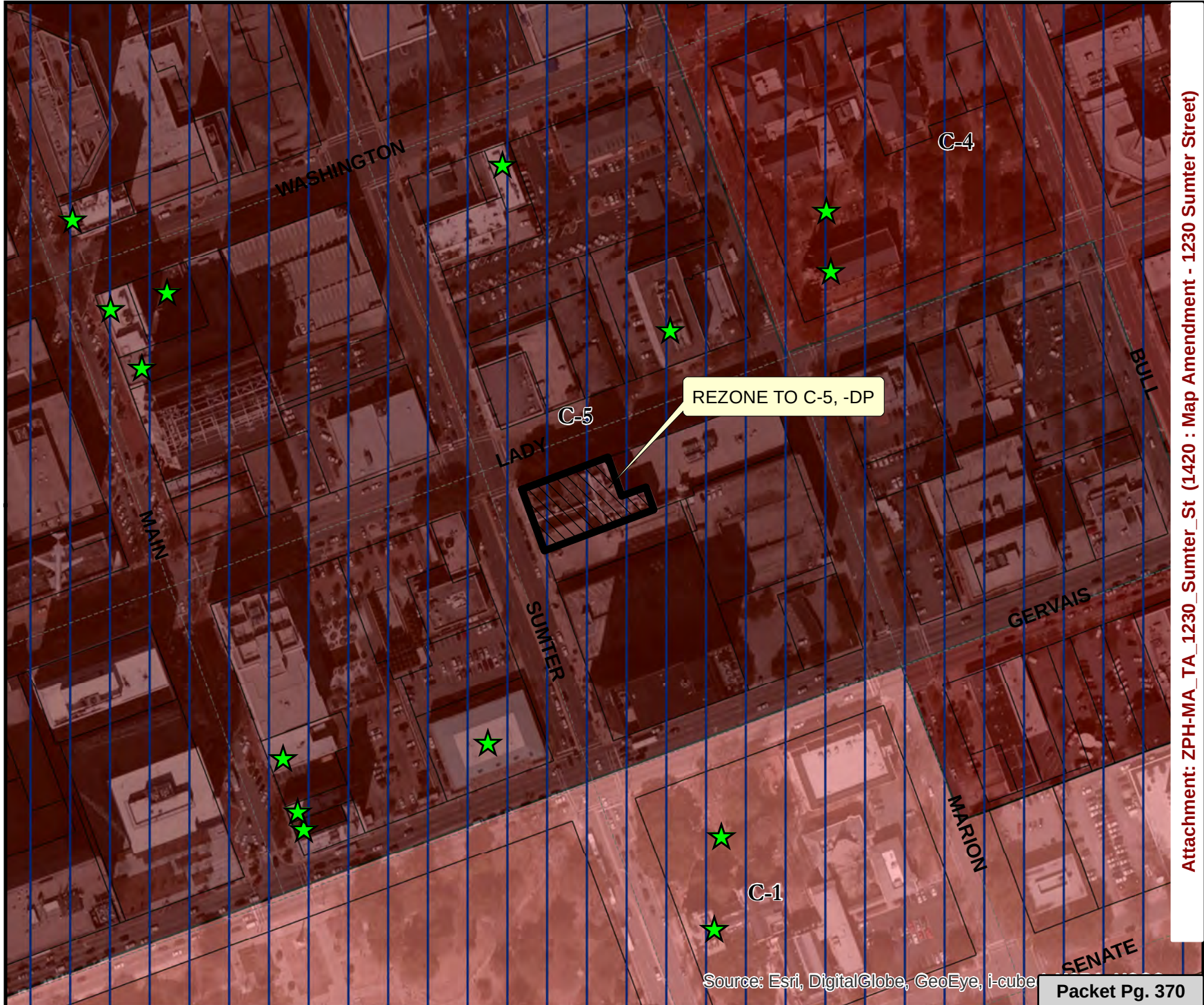


DISCLAIMER:

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



We Are Columbia



Source: Esri, DigitalGlobe, GeoEye, i-cube

Packet Pg. 370

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Attachment: ZPH-MA TA 1230 Sumter St (1420 : Map Amendment - 1230 Sumter Street)



D/DRC Case

1230 Sumter Street (1310 Lady Street)

Pending Individual Landmark

TMS: 11401-03-01

Attachment: ZPH-MA_TA_1230_Sumter_St (1420 : Map Amendment - 1230 Sumter Street)

DESIGN/DEVELOPMENT REVIEW COMMISSION
DESIGN REVIEW DISTRICT
HISTORIC AGENDA
EVALUATION SHEET
Case # 1

ADDRESS: 1230 Sumter Street (also known as 1310 Lady Street)

APPLICANT: Rick Patel, owner

TAX MAP REFERENCE: TMS#11401-03-01

USE OF PROPERTY: Commercial

REVIEW DISTRICT: Pending Individual Landmark

NATURE OF REQUEST: Request recommendation for Group II Landmark Designation

FINDINGS/COMMENTS:

This is a six-story 1921 building and its ten-story 1951 annex located on the southeast corner of Lady and Sumter Streets, in the same block as the recently landmarked Owen building, built in 1949. Known for the past few decades as the Keenan Building, it was originally constructed during 1921 and officially completed in early 1922 as a meeting place for the various Masonic organizations in Columbia. The Palmetto State Life Insurance Company purchased the building in 1939 for their offices and were responsible for the construction of the ten-story annex. They made a conscious effort to create a modern skyscraper next to the 1920s building, creating an interesting juxtaposition. Renovated in 1977 and given the name "Keenan," the building and its annex received a white and gray aluminum skin exterior that masked the disparate facades and created a somewhat unified appearance. The first floor of the skyscraper was also stuccoed during this renovation to replicate the 1920s building's first floor and give continuity along the Lady Street facades. Unfortunately the process obliterated some key components of the terra cotta and cast stone details of the 1922 building, the original first floor of the skyscraper, and almost all of the windows were replaced throughout the structures, except for those on the south side of the 1920s Masonic hall.

Despite these changes, recent removal of the metal skin has revealed that a large portion of the exterior elevations remain essentially intact and are able to convey the original design intent of the buildings. The current owners would like to pursue landmark designation and plan to restore missing exterior elements during a massive renovation project, with a goal to qualify for the Bailey Bill.

PERTINENT SECTIONS FROM GUIDELINES

Section 17-691(c) Landmarks

Group II consists of structures or sites which constitute a delineation of Columbia's material visual history to a lesser degree than those of Group I; they evidence one or more of the following criteria for selection:

(1) The sites of events, homes of men, etc., having contributed to local history.

The 1922 structure was built as the home for Richland and Columbia lodges, Scottish Rite Masons, Knights Templar, Royal Arch Masons, Eastern Star, Shrine Club, and other branches of the various fraternal organizations. These organizations served an important social function for Columbians in the first half of the twentieth century, and although they are under studied in regards to their contribution to local history, their participation in public parades and events is a hallmark of their participation in the local community.

(2) *Reasonably distinctive characteristics in architectural design, not necessarily unique.*

The design of the 1922 building is reasonably distinctive and was called one of the “handsomest buildings in Columbia” during its construction. It echoes some elements of the Barringer Building two blocks away, with a granite and limestone first floor, red brick upper floors, and ornately designed cornice details. While terra cotta is found on several 1920s buildings on Main Street, its use here appears to have been much more ornate than many others from the same decade, including a fanciful egg and dart pattern in the cornice and a balustrade along the entire roof line made of terra cotta balusters. It was designed to be fireproof, with a steel frame filled in with hollow tile and brick. Marble and iron stairs extend up to every floor, with marble wainscoting on the first floor. The steel windows have a 2/2 pane configuration with wire glass and are hung with chains. The wire glass is apparent in original windows on the rear of the building, it is unknown if they were on any other elevation. The glass storefronts on the entire first floor have all been replaced.

The 1951 ten-story annex is also reasonably distinctive, featuring a simplified exterior that the architect consciously designed to contrast with the neighboring building. Described as “ultra modern” in the newspaper, it was designed with the latest techniques in fire prevention, a trait it shared with the Masonic building. Constructed of reinforced concrete exterior walls and floors, the building had its interior walls made of masonry to prevent the spread of fire, and there were two means of egress for each floor. Windows and glass doors that opened to adjacent buildings were reinforced with wire in the glass, a feature also found on the Masonic building.

The architect William Stork, Jr. eliminated the use of expensive materials on the exterior in order to spend that money on electrical, heating and air conditioning and elevators, according to a 1951 news article. The same article stated that “no attempt was made to carry out the design in form or materials, but instead the new structure was designed...as a direct contrast to its sister-building. It was constructed so as to compliment the older building.” The decorative terra cotta “of the old school” was too expensive and a new red brick would never match exactly so they used an “unusual” color and texture, which was considered a “salient advertising feature.” It featured steel windows that were designed for the ability to be cleaned easily, and the interior color scheme was light gray plaster walls, gray and coral asphalt tile floors and coral metal partitions, with off-white ceilings.

The annex building features a projecting right bay on the façade, where the vertically aligned windows and their concrete spans are framed by slightly projecting concrete framing. The upper nine floors are identical, with a horizontal orientation given to the window openings, delineated by a grouping of three windows separated from a single window that all share a continuous concrete lintel and sill. A projecting, flat concrete cornice at the roofline has been damaged and the original first floor was heavily altered in the 1977 renovation. The

original windows may have been vertical casements on a horizontal hopper, as one example of this type was found in the building.

These two buildings represent some distinctive architecture of two different periods, the 1920s and the early 1950s. The 10-story annex was designed almost as a reaction to its 1920s neighbor, making the unique juxtaposition of these two structures an important story in itself.

(3) Somewhat rare type within Columbia.

The 1920s genre of fraternal buildings is rare and perhaps unique within the City. While commercial and residential buildings are plentiful, structures created for social organizations are not as common. This building hosted commercial businesses on the first floor as a source of rental income to help sustain the building, so this floor was also designed with storefront, making it somewhat of a hybrid building. The tall mid-century office building is also rare, although one of the other good examples is directly across the street, making this a small grouping, along with a mid-century parking garage, that shows the expansion of the office district along Lady Street in the mid-1900s. Another 1950s skyscraper office building in the 1200 block of Washington Street, just one block to the northwest, has had all of its windows replaced and the entire exterior clad in a Styrofoam/stucco material, compromising most of its historic integrity.

(4) Belonging to a family or "genera" of buildings of which it is a good example.

The 1920s building belongs to both the commercial and social building genres of the 1920s, and it is a good example of the type, featuring ornate terra-cotta details as well as generous storefronts for the commercial portion of the building on the first floor, detailed in limestone, with symmetrical upper stories clad in brick.

The 10-story annex is a good example of the streamlined office buildings from the mid-twentieth century. Simplistic in design, the brick building shows hallmarks of the era, with an emphasis on geometric shapes, contrasting textures of brick and concrete, and a contrast of vertical and horizontal elements.

(5) The work of an architect of local importance.

There are three architects associated with the buildings. Hyman W. Whitcover of Savannah, GA was assisted by prolific local architect James B. Urquhart in the design of the original building. While Whitcover was an architect of note in Georgia, and an "inspector general" for Masons in South Carolina and Georgia, Urquhart was of high importance in Columbia, and was responsible for a number of buildings that still stand today, including several schools, apartment buildings and the Eau Claire Town Hall.

William Stork, Jr. designed the 1951 annex. He was responsible for several schools and a church by the 1940s and was in partnership with architects William G. Lyles, T.J. Bisset, and William A. Carlisle in 1946, who all went on to form the highly successful firm of Lyles, Bisset, Carlisle and Wolff, without Stork. He was on the ground floor of the most important architectural firm in Columbia's mid-twentieth century history, although his own practice did not have the same success.

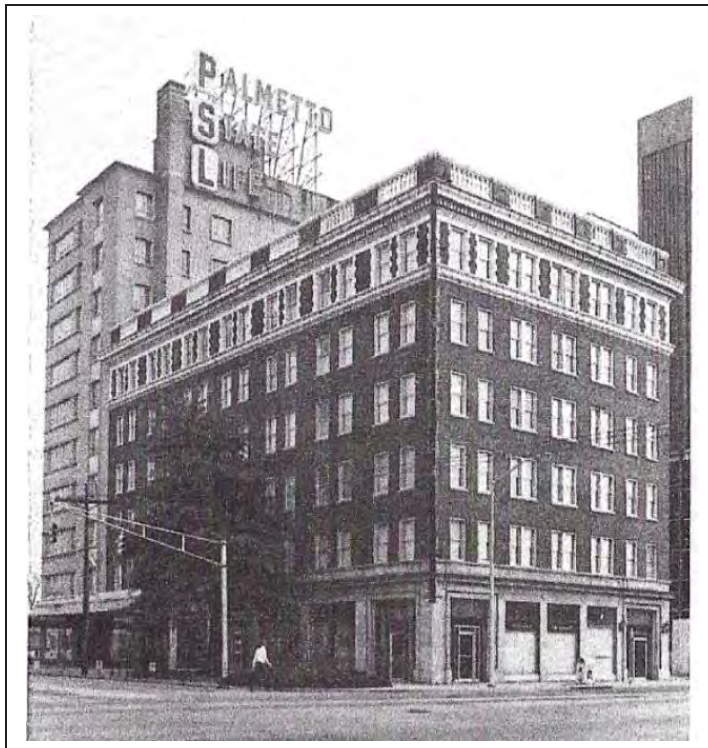
(6) A good example of a style or type of building which is becoming, or is in danger of becoming, extinct locally.

These buildings are good examples of their types and are somewhat rare in the city; there are no other known 1920s brick Masonic buildings in the city center and there are very few mid-century high rise buildings, office or otherwise, that have survived the past half century. Located in prime real estate spots, many of these types of corner buildings near or on Main Street have given way to newer, and often taller, structures. The damage done to both buildings, including extensive loss of original limestone and terra cotta and some concrete details that projected from both buildings, is an indication that updates of these older buildings is one form of extinction, especially if an owner fails to see the value in restoring those details and instead considers the buildings too far gone.

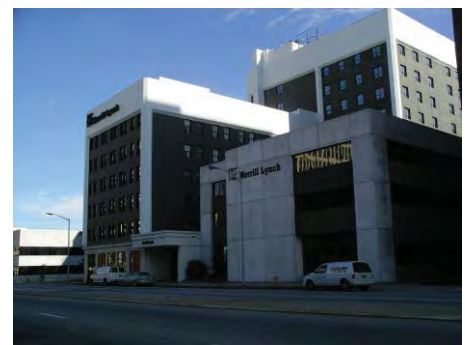
Where at all possible, these should be preserved on their original sites, possibly by "adaptive use." Where the interior is impossible to preserve, the exterior should be retained by conservation and/or restoration.

STAFF RECOMMENDATIONS:

Staff finds that the 1922 and 1951 buildings comprising 1230 Sumter Street, also known as 1310 Lady Street, meet more than one criteria for listing as a Group II landmark under Section 17-691(c) of the City Ordinance, and notes that the c.1980s building on the south side of the tax parcel shared by these buildings is not included in this recommendation.

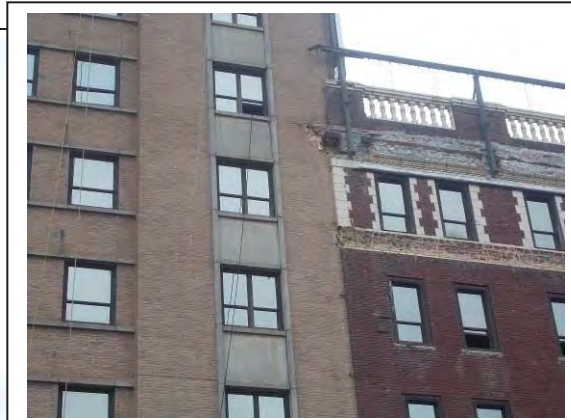


Undated image provided by applicant



Above: Sumter Street view of buildings with their 1977 cladding and the c.1980s building at right, image from 2004

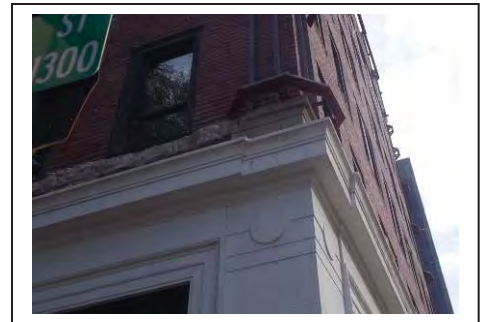




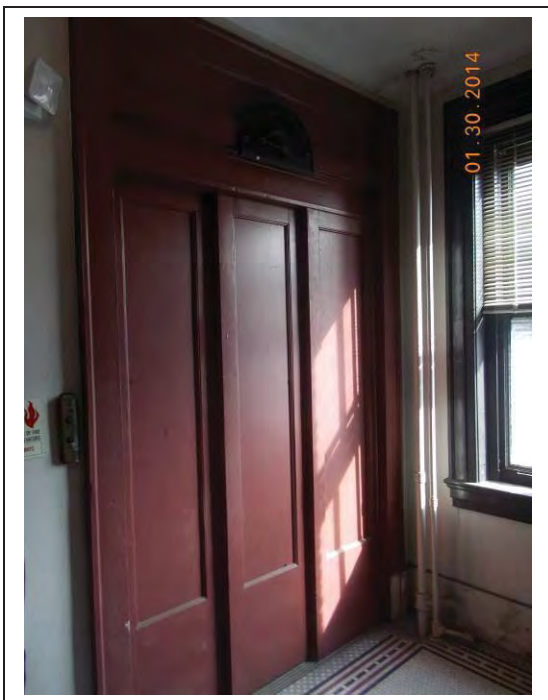
Recent removal of the 1977 cladding has revealed original brick, cast stone and terra cotta details on these buildings, with original window openings intact.



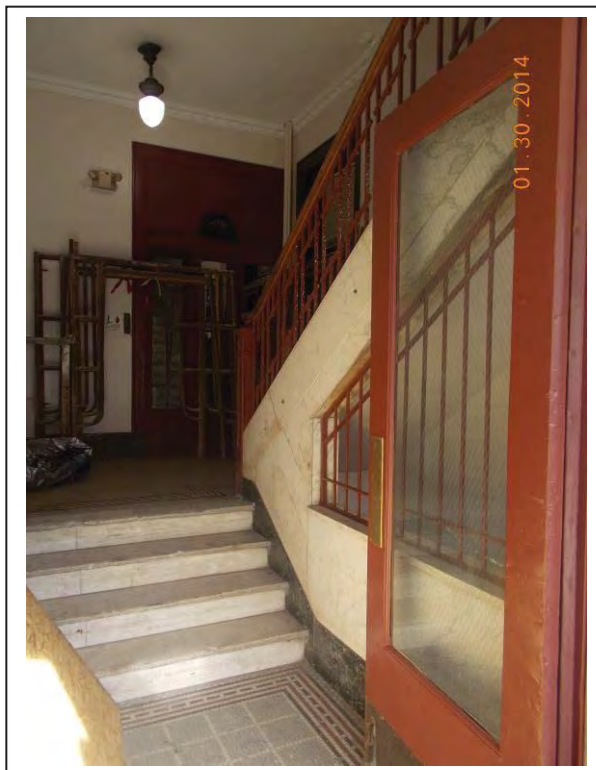
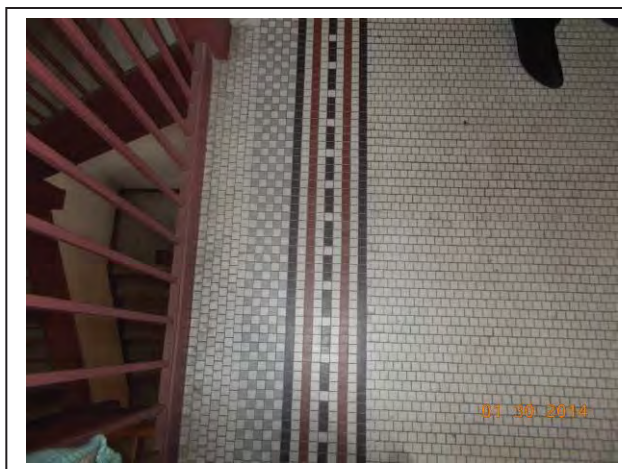
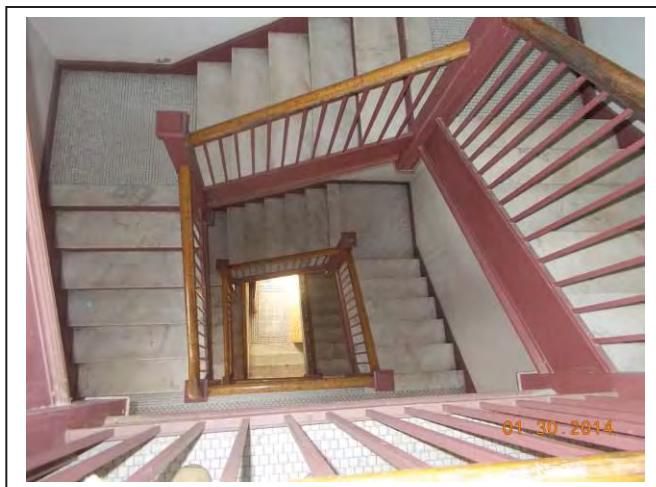
Left: Image from Sept. 23, 1949 from *The State* showing the architect's rendering.



Attachment: ZPH-MA TA 1230 Sumter St (1420 : Map Amendment - 1230 Sumter Street)



Images inside the 1922 building showing original elevator doors, metal and marble staircases with tiled landings and marble wainscoting on the first floor, and an original window





Images inside the 1951 annex showing the original lobby, the reinforced concrete construction and a metal window that may be original



City of Columbia

APPLICATION to

THE PLANNING COMMISSION

OFFICE USE ONLY: Date Received _____ By _____

APPLICANT (Please Print)

Name:	Krista Hampton, Director of Planning & Development Services	Company:	City of Columbia
Tel. #:	545-3425	Fax#:	
Mobile #:		E-mail:	kmhampton@columbiasc.net

Do you own any of the property affected by this application? ☐ YES ☐ NO; If NO, provide Letter of Agency

PROPERTY

Address:	1230 Sumter Street		
TMS#:	11401-03-01	Total Acreage:	
Current Use:	Commercial	Proposed Use:	Unchanged

THIS APPLICATION IS FOR (Check all that apply)

☒ **REZONING (Map Amendment)**

From: C-5

To: C-5,-DP

☐ **PUD AMENDMENT (Check one below)**

☐ Minor Amendment

☐ Major Amendment

☒ **TEXT AMENDMENT** - List affected code section: Sec. 17-691 (c)

☐ **SITE PLAN REVIEW**

of lots, units, and/or gross floor area:

☐ **STREET NAME APPROVAL**

DETAILED PROJECT DESCRIPTION: (Attach additional paper if you need more space)

Add -DP (Design Preservation) overlay to establish 1230 Sumter Street as a Group II Landmark in the City of Columbia, to exclude modern addition on south side of the parcel

☐ NEIGHBORHOOD CONSULTATION

Prior to the Planning Commission meeting, meet with the adjacent neighbors or neighborhood association to communicate details of the proposed project. Please note that this informational meeting is not required by ordinance, but is *strongly* encouraged. Contact information may be obtained from Zoning staff.

SIGNATURE

Applicant Signature:	
Print Name:	Krista Hampton
Date:	

Attachment: ZPH-MA_TA_1230_Sumter_St (1420 : Map Amendment - 1230 Sumter Street)



CITY OF COLUMBIA
AGENDA MEMORANDUM

MEETING DATE: July 15, 2014

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: Text Amendment - 1230 Sumter Street Amend Chapter 17 - Article V, Division 3 - §17-691 (c) to designate structure as a Group II Landmark

PRESENTER: Krista Hampton

FINANCIAL IMPACT: N/A

ATTACHMENTS:

- ZPH-MA_TA_1230_Sumter_St (PDF)



CITY COUNCIL MAP AND TEXT AMENDMENT CASE SUMMARY

REZONE FROM C-5, -DD (CENTRAL BUSINESS DISTRICT, DESIGN OVERLAY) TO C-5, -DD, -DP (CENTRAL BUSINESS DISTRICT, DESIGN OVERLAY, DESIGN PRESERVATION) AT 1230 SUMTER STREET

July 15, 2014 at 5:15pm

City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

Subject Property:	1230 Sumter Street, TMS#11401-03-01partial		
Council District:	2		
Proposal:	Rezone from C-5 to C-5, -DD, -DP and Amend Chapter 17 - Article V, Division 3 - §17-691 (c) to designate structure as a Group II Landmark		
Applicant:	Rick Patel, owner		
Present Use:	Commercial	Proposed Use:	Commercial
Staff Recommendation:	Approve.		
PC Recommendation:	Approve (6-0), 04/07/14		

Detail:	Staff has worked with the owners of this property to pursue landmark designation of this structure. Staff finds that the building meets all six of the criteria for Group II landmarks, listed below, as found in the City Ordinance. Only one criterion is needed to support landmark designation: 1) The sites of events, homes of men, etc., having contributed to local history; 2) Reasonably distinctive characteristics in architectural design, not necessarily unique; 3) Somewhat rare type in Columbia; 4) Belonging to a family or "general" of buildings of which it is a good example; 5) The work of an architect of local importance; 6) A good example of a style or type of building which is becoming, or is in danger of becoming, extinct locally.
----------------	---

Please see the accompanying history of the building prepared by preservation staff for its eligibility justification. The addition of this structure to the Landmark List is not in conflict with the Comprehensive Plan, which states as a goal to *promote the preservation and protection of Columbia's significant historic buildings, structures, districts, landscapes, and facets.*

Finally, the D/DRC recommended structure for landmark designation on February 19, 2014 (8-0).

Zoning Map

1230 Sumter Street
TMS# 11401-03-01(portion) Zoned C-5

Department of Planning & Development Services

Legend

RAILROADS

CITY LIMITS

STREETS

PARCELS

D-1	MX-2
RS-1	C-1
RS-1A	C-2
RS-1B	C-3
RS-2	C-3A
RS-3	C-4
RD	C-5
RD-2	M-1
RG-1	M-2
RG-1A	PUD-C
RG-2	PUD-LS
RG-3	PUD-LS-E
UTD	PUD-LS-R
MX-1	PUD-R

PROPOSED REZONING

DP Overlay

Arch Conserv District

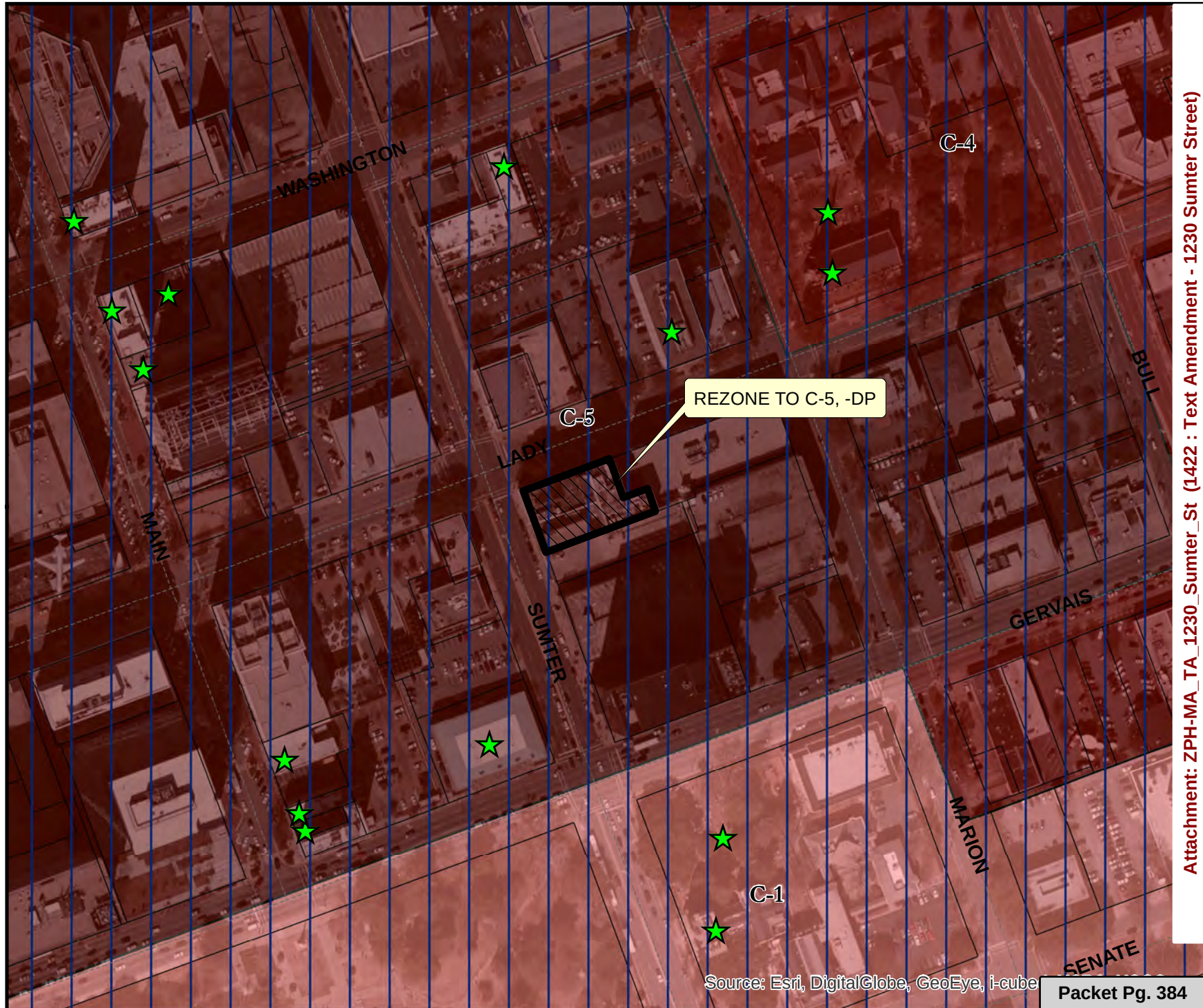
Historic District

Protection Area

City Landmarks

ORIGINAL PREPARATION/DATE:
This map was prepared by:
S. W. Hudson, III
April 3, 2014

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





D/DRC Case

1230 Sumter Street (1310 Lady Street)

Pending Individual Landmark

TMS: 11401-03-01

Attachment: ZPH-MA_TA_1230_Sumter_St (1422 : Text Amendment - 1230 Sumter Street)

DESIGN/DEVELOPMENT REVIEW COMMISSION
DESIGN REVIEW DISTRICT
HISTORIC AGENDA
EVALUATION SHEET
Case # 1

ADDRESS: 1230 Sumter Street (also known as 1310 Lady Street)

APPLICANT: Rick Patel, owner

TAX MAP REFERENCE: TMS#11401-03-01

USE OF PROPERTY: Commercial

REVIEW DISTRICT: Pending Individual Landmark

NATURE OF REQUEST: Request recommendation for Group II Landmark Designation

FINDINGS/COMMENTS:

This is a six-story 1921 building and its ten-story 1951 annex located on the southeast corner of Lady and Sumter Streets, in the same block as the recently landmarked Owen building, built in 1949. Known for the past few decades as the Keenan Building, it was originally constructed during 1921 and officially completed in early 1922 as a meeting place for the various Masonic organizations in Columbia. The Palmetto State Life Insurance Company purchased the building in 1939 for their offices and were responsible for the construction of the ten-story annex. They made a conscious effort to create a modern skyscraper next to the 1920s building, creating an interesting juxtaposition. Renovated in 1977 and given the name "Keenan," the building and its annex received a white and gray aluminum skin exterior that masked the disparate facades and created a somewhat unified appearance. The first floor of the skyscraper was also stuccoed during this renovation to replicate the 1920s building's first floor and give continuity along the Lady Street facades. Unfortunately the process obliterated some key components of the terra cotta and cast stone details of the 1922 building, the original first floor of the skyscraper, and almost all of the windows were replaced throughout the structures, except for those on the south side of the 1920s Masonic hall.

Despite these changes, recent removal of the metal skin has revealed that a large portion of the exterior elevations remain essentially intact and are able to convey the original design intent of the buildings. The current owners would like to pursue landmark designation and plan to restore missing exterior elements during a massive renovation project, with a goal to qualify for the Bailey Bill.

PERTINENT SECTIONS FROM GUIDELINES

Section 17-691(c) Landmarks

Group II consists of structures or sites which constitute a delineation of Columbia's material visual history to a lesser degree than those of Group I; they evidence one or more of the following criteria for selection:

(1) The sites of events, homes of men, etc., having contributed to local history.

The 1922 structure was built as the home for Richland and Columbia lodges, Scottish Rite Masons, Knights Templar, Royal Arch Masons, Eastern Star, Shrine Club, and other branches of the various fraternal organizations. These organizations served an important social function for Columbians in the first half of the twentieth century, and although they are under studied in regards to their contribution to local history, their participation in public parades and events is a hallmark of their participation in the local community.

(2) *Reasonably distinctive characteristics in architectural design, not necessarily unique.*

The design of the 1922 building is reasonably distinctive and was called one of the “handsomest buildings in Columbia” during its construction. It echoes some elements of the Barringer Building two blocks away, with a granite and limestone first floor, red brick upper floors, and ornately designed cornice details. While terra cotta is found on several 1920s buildings on Main Street, its use here appears to have been much more ornate than many others from the same decade, including a fanciful egg and dart pattern in the cornice and a balustrade along the entire roof line made of terra cotta balusters. It was designed to be fireproof, with a steel frame filled in with hollow tile and brick. Marble and iron stairs extend up to every floor, with marble wainscoting on the first floor. The steel windows have a 2/2 pane configuration with wire glass and are hung with chains. The wire glass is apparent in original windows on the rear of the building, it is unknown if they were on any other elevation. The glass storefronts on the entire first floor have all been replaced.

The 1951 ten-story annex is also reasonably distinctive, featuring a simplified exterior that the architect consciously designed to contrast with the neighboring building. Described as “ultra modern” in the newspaper, it was designed with the latest techniques in fire prevention, a trait it shared with the Masonic building. Constructed of reinforced concrete exterior walls and floors, the building had its interior walls made of masonry to prevent the spread of fire, and there were two means of egress for each floor. Windows and glass doors that opened to adjacent buildings were reinforced with wire in the glass, a feature also found on the Masonic building.

The architect William Stork, Jr. eliminated the use of expensive materials on the exterior in order to spend that money on electrical, heating and air conditioning and elevators, according to a 1951 news article. The same article stated that “no attempt was made to carry out the design in form or materials, but instead the new structure was designed...as a direct contrast to its sister-building. It was constructed so as to compliment the older building.” The decorative terra cotta “of the old school” was too expensive and a new red brick would never match exactly so they used an “unusual” color and texture, which was considered a “salient advertising feature.” It featured steel windows that were designed for the ability to be cleaned easily, and the interior color scheme was light gray plaster walls, gray and coral asphalt tile floors and coral metal partitions, with off-white ceilings.

The annex building features a projecting right bay on the façade, where the vertically aligned windows and their concrete spans are framed by slightly projecting concrete framing. The upper nine floors are identical, with a horizontal orientation given to the window openings, delineated by a grouping of three windows separated from a single window that all share a continuous concrete lintel and sill. A projecting, flat concrete cornice at the roofline has been damaged and the original first floor was heavily altered in the 1977 renovation. The

original windows may have been vertical casements on a horizontal hopper, as one example of this type was found in the building.

These two buildings represent some distinctive architecture of two different periods, the 1920s and the early 1950s. The 10-story annex was designed almost as a reaction to its 1920s neighbor, making the unique juxtaposition of these two structures an important story in itself.

(3) Somewhat rare type within Columbia.

The 1920s genre of fraternal buildings is rare and perhaps unique within the City. While commercial and residential buildings are plentiful, structures created for social organizations are not as common. This building hosted commercial businesses on the first floor as a source of rental income to help sustain the building, so this floor was also designed with storefront, making it somewhat of a hybrid building. The tall mid-century office building is also rare, although one of the other good examples is directly across the street, making this a small grouping, along with a mid-century parking garage, that shows the expansion of the office district along Lady Street in the mid-1900s. Another 1950s skyscraper office building in the 1200 block of Washington Street, just one block to the northwest, has had all of its windows replaced and the entire exterior clad in a Styrofoam/stucco material, compromising most of its historic integrity.

(4) Belonging to a family or "genera" of buildings of which it is a good example.

The 1920s building belongs to both the commercial and social building genres of the 1920s, and it is a good example of the type, featuring ornate terra-cotta details as well as generous storefronts for the commercial portion of the building on the first floor, detailed in limestone, with symmetrical upper stories clad in brick.

The 10-story annex is a good example of the streamlined office buildings from the mid-twentieth century. Simplistic in design, the brick building shows hallmarks of the era, with an emphasis on geometric shapes, contrasting textures of brick and concrete, and a contrast of vertical and horizontal elements.

(5) The work of an architect of local importance.

There are three architects associated with the buildings. Hyman W. Whitcover of Savannah, GA was assisted by prolific local architect James B. Urquhart in the design of the original building. While Whitcover was an architect of note in Georgia, and an "inspector general" for Masons in South Carolina and Georgia, Urquhart was of high importance in Columbia, and was responsible for a number of buildings that still stand today, including several schools, apartment buildings and the Eau Claire Town Hall.

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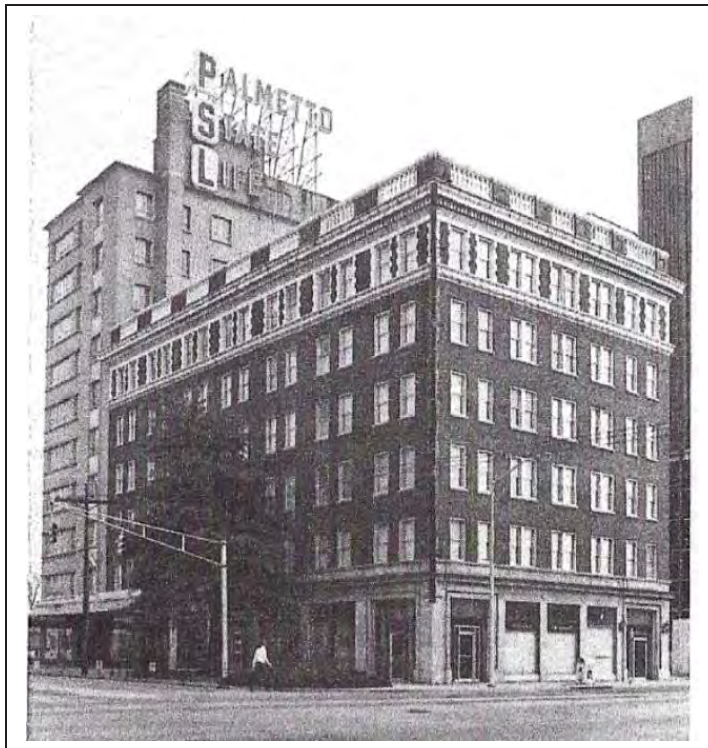
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These buildings are good examples of their types and are somewhat rare in the city; there are no other known 1920s brick Masonic buildings in the city center and there are very few mid-century high rise buildings, office or otherwise, that have survived the past half century. Located in prime real estate spots, many of these types of corner buildings near or on Main Street have given way to newer, and often taller, structures. The damage done to both buildings, including extensive loss of original limestone and terra cotta and some concrete details that projected from both buildings, is an indication that updates of these older buildings is one form of extinction, especially if an owner fails to see the value in restoring those details and instead considers the buildings too far gone.

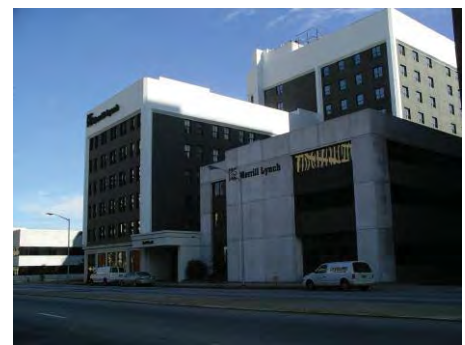
Where at all possible, these should be preserved on their original sites, possibly by "adaptive use." Where the interior is impossible to preserve, the exterior should be retained by conservation and/or restoration.

STAFF RECOMMENDATIONS:

Staff finds that the 1922 and 1951 buildings comprising 1230 Sumter Street, also known as 1310 Lady Street, meet more than one criteria for listing as a Group II landmark under Section 17-691(c) of the City Ordinance, and notes that the c.1980s building on the south side of the tax parcel shared by these buildings is not included in this recommendation.



Undated image provided by applicant



Above: Sumter Street view of buildings with their 1977 cladding and the c.1980s building at right, image from 2004

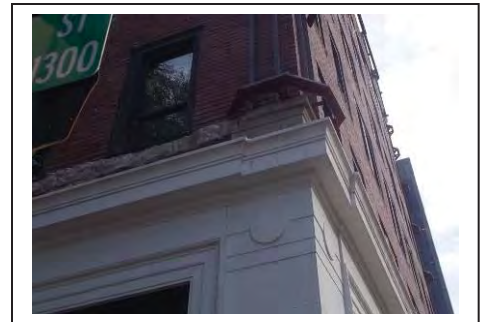


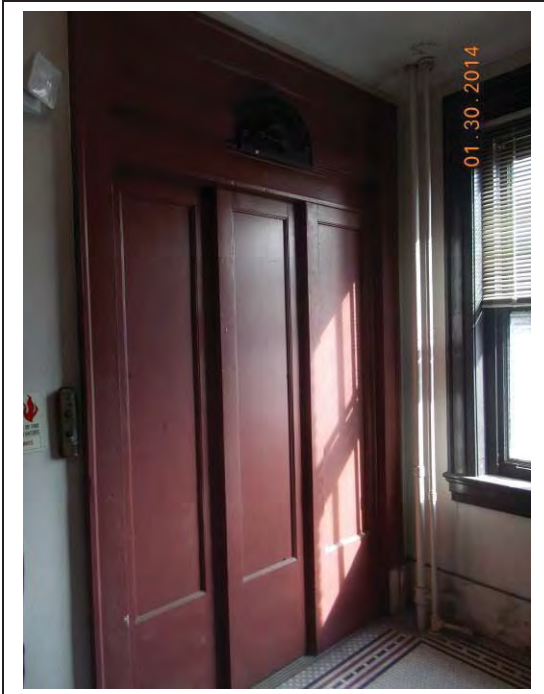


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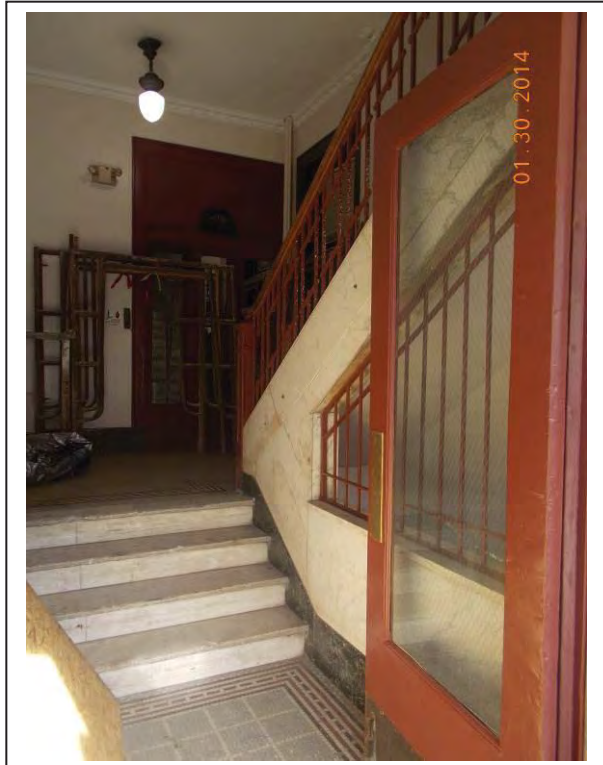
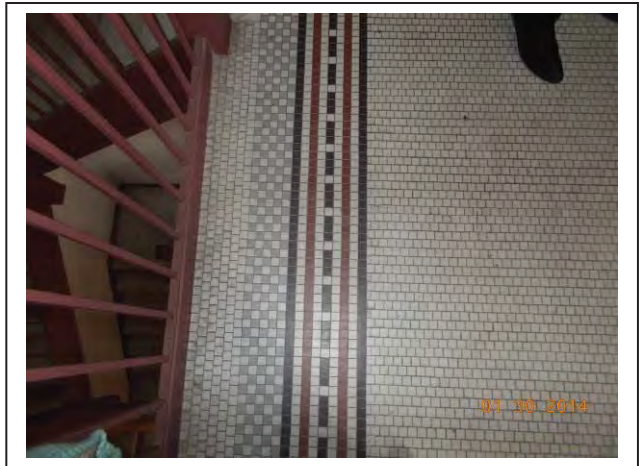
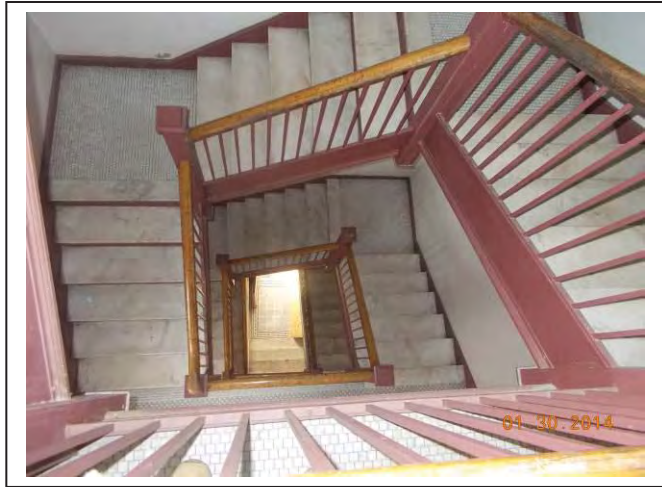


Left: Image from Sept. 23, 1949 from *The State* showing the architect's rendering.





Images inside the 1922 building showing original elevator doors, metal and marble staircases with tiled landings and marble wainscoting on the first floor, and an original window





Images inside the 1951 annex showing the original lobby, the reinforced concrete construction and a metal window that may be original



City of Columbia

APPLICATION to

THE PLANNING COMMISSION

OFFICE USE ONLY: Date Received _____ By _____

APPLICANT (Please Print)

Name:	Krista Hampton, Director of Planning & Development Services	Company:	City of Columbia
Tel. #:	545-3425	Fax#:	
Mobile #:		E-mail:	kmhampton@columbiasc.net

Do you own any of the property affected by this application? ☐ YES ☐ NO; If NO, provide Letter of Agency

PROPERTY

Address:	1230 Sumter Street		
TMS#:	11401-03-01	Total Acreage:	
Current Use:	Commercial	Proposed Use:	Unchanged

THIS APPLICATION IS FOR (Check all that apply)

☒ **REZONING (Map Amendment)**

From: C-5

To: C-5,-DP

☐ **PUD AMENDMENT (Check one below)**

☐ Minor Amendment

☐ Major Amendment

☒ **TEXT AMENDMENT** - List affected code section: Sec. 17-691 (c)

☐ **SITE PLAN REVIEW**

of lots, units, and/or gross floor area:

☐ **STREET NAME APPROVAL**

DETAILED PROJECT DESCRIPTION: (Attach additional paper if you need more space)

Add -DP (Design Preservation) overlay to establish 1230 Sumter Street as a Group II Landmark in the City of Columbia, to exclude modern addition on south side of the parcel

☐ NEIGHBORHOOD CONSULTATION

Prior to the Planning Commission meeting, meet with the adjacent neighbors or neighborhood association to communicate details of the proposed project. Please note that this informational meeting is not required by ordinance, but is *strongly* encouraged. Contact information may be obtained from Zoning staff.

SIGNATURE

Applicant Signature:	
Print Name:	Krista Hampton
Date:	

Attachment: ZPH-MA_TA_1230_Sumter_St (1422 : Text Amendment - 1230 Sumter Street)



CITY OF COLUMBIA
AGENDA MEMORANDUM

MEETING DATE: July 15, 2014

DEPARTMENT: Legal

FROM: *Shari Ardis, Legal Administrator*

SUBJECT: **ORDINANCE NO.: 2014-065** Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article V, Historic Preservation and Architectural Review, Division 4, Landmarks, Sec. 17-691 Buildings and sites list, (c), to add 1230 Sumter Street (1310 Lady Street), Richland County TMS #11401-03-01(p)

FINANCIAL IMPACT: N/A

ATTACHMENTS:

- 2014-065 amend Sec 17-691 Buildings and sites list (c) to add 1230 Sumter Street (1310 Lady Street) (PDF)

ORDINANCE NO.: 2014-065

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article V, Historic Preservation and Architectural Review, Division 4, Landmarks, Sec. 17-691 Buildings and sites list, (c), to add 1230 Sumter Street (1310 Lady Street), Richland County TMS #11401-03-01(p)

BE IT ORDAINED by the Mayor and Council this _____ day of _____, 2014, that the 1998 Code of Ordinances of The City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article V, Historic Preservation and Architectural Review, Division 4, Landmarks, Sec. 17-691, Buildings and sites list (c) is amended to add 1230 Sumter Street (1310 Lady Street), Richland County TMS #11401-03-01(p).

Requested by:

Amy Moore, Planning

MAYOR

Approved by:

City Manager

Approved as to form:

ATTEST:

City Attorney

City Clerk

Introduced:

Final Reading:



CITY OF COLUMBIA
AGENDA MEMORANDUM

MEETING DATE: July 15, 2014

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: Map Amendment - 1401 Hampton Street (TMS# 11402-03-03); request recommendation to rezone from C-4, -DD (Central Area Commercial District, Design Overlay) to C-4, -DD, -DP (Central Area Commercial District, Design Overlay, with a Design Preservation Overlay).

PRESENTER: Krista Hampton

FINANCIAL IMPACT: N/A

CLEAN WATER 2020?: No

ATTACHMENTS:

- ZPH_MA_TA_1401_Hampton_St (PDF)



CITY COUNCIL MAP AND TEXT AMENDMENT CASE SUMMARY

REZONE FROM C-4, -DD (CENTRAL AREA COMMERCIAL DISTRICT, DESIGN OVERLAY) TO C-4, -DD, -DP (CENTRAL AREA COMMERCIAL DISTRICT, DESIGN OVERLAY, DESIGN PRESERVATION OVERLAY)

Public Hearing – July 15, 2014

City Council Chambers, 3rd Floor, City Hall, 1737 Main Street

Subject Property:	1401 Hampton Street; Richland County TMS# 11402-03-03		
Council District:	2		
Proposal:	Rezone from C-4, -DD to C-4, -DD, -DP and Amend Chapter 17 - Article V, Division 3 - §17-691 (c) to designate structure as a Group II Landmark		
Applicant:	John Glassell, FLB Apartments, LLC		
Present Use:	Vacant	Proposed Use:	Residential
Staff Recommendation:	Approve		
PC Recommendation:	Approve (4-0), 06/02/14 (Six members in attendance; Two recusals; Quorum established)		
Detail:	This proposal is to designate the affected property as an individual local landmark, Group II. The buildings on this parcel were constructed in 1924 and 1935 and together comprised one of twelve district offices of the Federal Land Bank System nationwide. Staff finds that the building meets #1, 2, 3 and 5 of the criteria for Group II landmarks, listed below, as found in the City Ordinance. Only one criterion is needed to support landmark designation: 1) The sites of events, homes of men, etc., having contributed to local history; 2) Reasonably distinctive characteristics in architectural design, not necessarily unique; 3) Somewhat rare type in Columbia; 4) Belonging to a family or “general” of buildings of which it is a good example; 5) The work of an architect of local importance; 6) A good example of a style or type of building which is becoming, or is in danger of becoming, extinct locally. Staff recommends approval of the landmark designation of the structure as they meet the criteria established for such designation and the action is in conformance with the Comprehensive Plan, which states as a goal <i>to promote the preservation and protection of Columbia’s significant historic buildings, structures, districts, landscapes, and facets.</i> Finally, the D/DRC recommended structure for landmark designation on June 12, 2014 (5-0).		

Attachment: ZPH_MA_TA_1401_Hampton_St (1418 : Map Amendment - 1401 Hampton Street)

Zoning Map

1401 Hampton Street
TMS# 11402-03-03 Zoned C-4, -DD

33.a

Department of Planning & Development Services

Legend

RAILROADS CITY LIMITS
STREETS PARCELS

D-1	MX-2
RS-1	C-1
RS-1A	C-2
RS-1B	C-3
RS-2	C-3A
RS-3	C-4
RD	C-5
RD-2	M-1
RG-1	M-2
RG-1A	PUD-C
RG-2	PUD-LS
RG-3	PUD-LS-E
UTD	PUD-LS-R
MX-1	PUD-R

PROPOSED REZONING DP Overlay
Sign Overlay Arch Conserv District
Historic District
Protection Area

ORIGINAL PREPARATION/DATE:
This map was prepared by:

S. W. Hudson, III
May 20, 2014

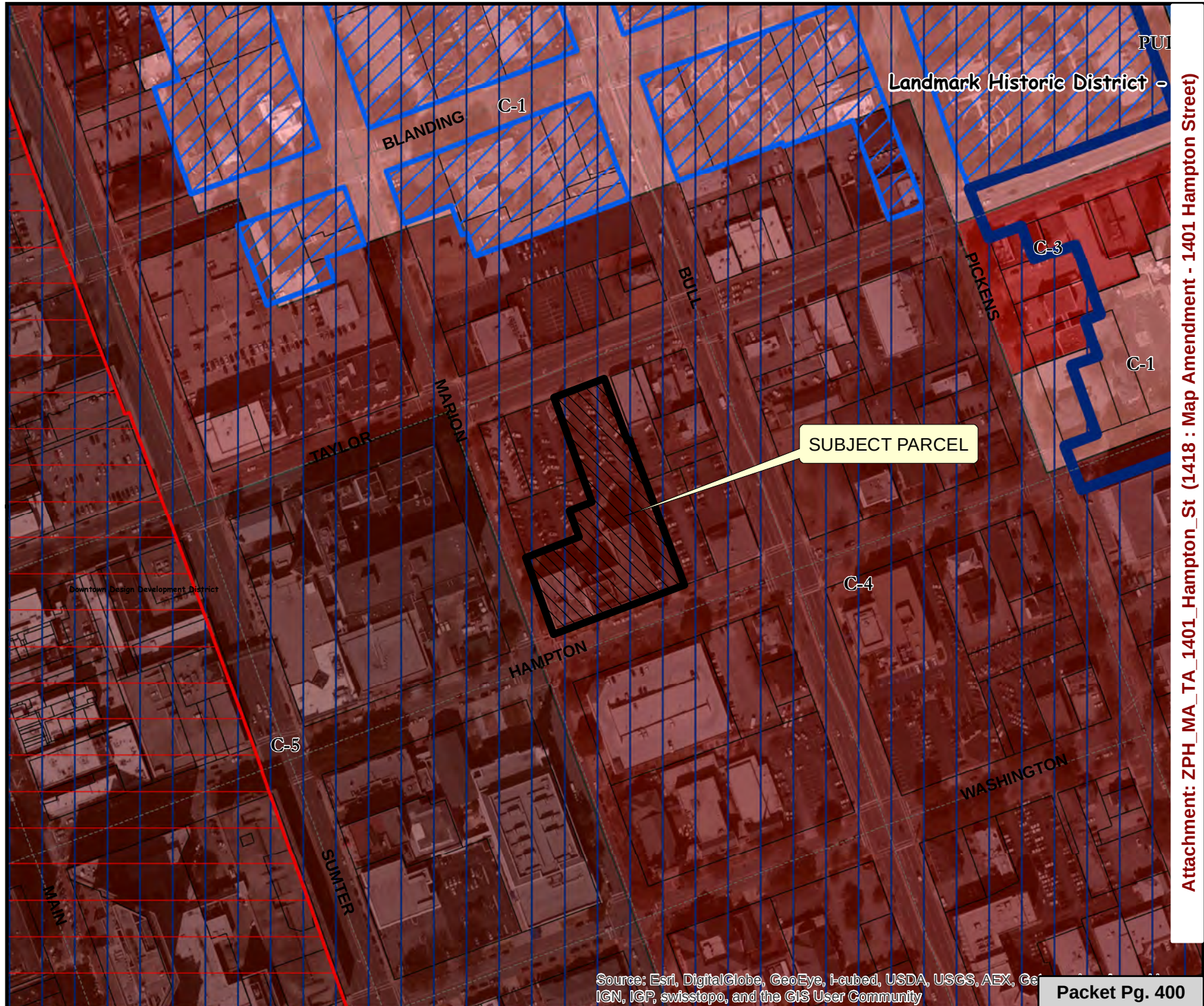


DISCLAIMER:

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We Are Columbia



Source: Esri, DigitalGlobe, GeoEye, i-cubed, USDA, USGS, AEX, GeoEye, IGN, IGP, swisstopo, and the GIS User Community

Packet Pg. 400

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Attachment: ZPH_MA_TA_1401_Hampton_St (1418 : Map Amendment - 1401 Hampton Street)



DESIGN/DEVELOPMENT REVIEW COMMISSION
HISTORIC PROPERTY
EVALUATION SHEET
Case #1

ADDRESS: 1401 Hampton Street

APPLICANT: Schell Carson, agent

TAX MAP REF. #: R11402-03-03

USE OF PROPERTY: Commercial

REVIEW DISTRICT: -DD/Pending Individual Landmark

NATURE OF REQUEST: Request recommendation for landmark status

FINDINGS/COMMENTS:

The buildings on this parcel were constructed in 1924 and 1935 and together comprised one of twelve district offices of the Federal Land Bank System nationwide. The Federal Land Bank System was a result of the 1916 Federal Farm Act which was created to provide loans to farmers, who as a group, were critically under-funded at that time. The buildings are good examples of their types, the earlier building at the western end of the parcel built in a Neoclassical style, and the later building to its east, a more streamlined and restrained structure reflective of the Art Moderne and Art Deco styles which came into vogue in the 1930s. The earlier building was designed by well-known Georgia architect A. Ten Eyck Brown, while prominent local firm Lafaye and Lafaye designed the 1930s building.

Staff finds that the building meets #1, 2, 3 and 5 of the criteria for Group II landmarks, listed below, as found in the City Ordinance. Only one criterion is needed to support landmark designation:

- 1) The sites of events, homes of men, etc., having contributed to local history;
- 2) Reasonably distinctive characteristics in architectural design, not necessarily unique;
- 3) Somewhat rare type in Columbia;
- 4) Belonging to a family or "genera" of buildings of which it is a good example;
- 5) The work of an architect of local importance;
- 6) A good example of a style or type of building which is becoming, or is in danger of becoming, extinct locally.

STAFF RECOMMENDATIONS:

Staff supports a recommendation to City Council that 1401 Hampton Street move forward as a Group II landmark.

Federal Land Bank Building, AgFirst
 1401 Hampton Street, Columbia, S.C.
 1924, 1935



Federal Land Bank image from the Works Progress Administration, c. 1930s (*South Caroliniana Library*)



Federal Land Bank in 1979, image by Russell Maxey (*Richland Library*)

Their exterior stone and brick in nearly pristine condition, the buildings comprising the Federal Land Bank structure at 1401 Hampton capture two significant periods in the bank's development, and juxtapose two interesting trends in architecture. Though now somewhat obscured by mature trees, these buildings are unique to the city, as the district headquarters of a bank system created to help the many farmers of America. The designs of prominent Atlanta architect A. Ten Eyck Brown and the prolific Columbia firm Lafaye and Lafaye, the two buildings express careful considerations of materials, scale, and details that were popular in the opulent 1920s and streamlined 1930s.

The Federal Land Bank System

Land was always part of the American dream. As the young nation pushed west and controlled more territory, it was obvious that the dream was often surpassed by the harsh realities of limited money, and the cyclical nature of crop production, heavily dependent on good weather with long periods of waiting and hoping. The earliest large-scale "industry" of America was farming, meeting the basic necessity of food, and the federal government got involved with the extension of credit for this industry in the nineteenth century. Abraham Lincoln signed the Homestead Act of 1862 in the beginnings of the Civil War. Considered one of the most important pieces of legislative acts in our nation's history, the act "turned over vast amounts of the public domain to private citizens." Around ten percent of the area of the United States, or 270 million acres, were claimed and settled under this act, largely in the western part of the nation in 160-acre parcels. While the cost for this process was twelve dollars up front and six more dollars after a five year "proving" period, the many costs of creating a house and a working farm extended beyond the

means of the many farmers, immigrants, women and even former slaves that took up parcels under the act.¹

Banks were eager to lend to businesses and industries, but farmers found few who were willing to lend, and those that did offered short terms and high interest rates. In 1908, President Theodore Roosevelt, the Country Life Commission and congressional committees studied the issues facing the rural families of America, which constituted about half of the population. The Commission's recommendations included the creation of cooperatives and a cooperative credit system for farmers. In 1910 there were over 6 million farms listed in the federal census, and they were the lifeblood of many communities, growing not only food but cotton, which fueled the textile mills industrializing southern cities like Columbia. South Carolina had over 176,000 farms, over half of them owned by African Americans or other "non-whites," as they were listed in the 1910 census. North Carolina, Georgia and Florida had almost 600,000 farms between them.²

As a result of Presidentially-sponsored trips to Europe to study rural development and credit programs, a commission under Woodrow Wilson made recommendations for supplying long and short-term credit to farmers. Congress supported these recommendations by passing the Federal Farm Loan Act of 1916, which established Federal Land Banks in twelve districts across the nation, with hundreds of National Farm Loan Associations that fed into the federal bank system. The system extended long-term credit to farmers, but increasing mechanization and cost pressures from Europe generated a need for short-term credit options. Congress then created the Agricultural Credits Act of 1923, which worked with farming cooperatives and commercial banks, though it too had only moderate success at achieving widespread short-term credit. Ideally, the system "was created to give to agriculture a dependable credit system, simple in operation and at a cheaper cost than was possible under the conditions surrounding the farmer prior to its establishment."³

The twelve districts created throughout the nation included one headquartered in Columbia, South Carolina, to serve the state but also to serve North Carolina, Georgia and Florida. Other headquarters were in New Orleans, Houston, Berkeley, Spokane, Omaha, Wichita, St. Louis, Louisville, St. Paul, Springfield and Baltimore. Given the rival cities in the Southeast, it is surprising that Columbia gained the designation as headquarters. South Carolina's number of farms had grown in the previous decade and survived World War I and the boll weevil infestation of the late 1910s, but as the wartime need subsided, prices dropped throughout the 1920s for agricultural goods and spiraled down quickly in the fall of 1929 when Black Tuesday signaled the beginning of the Great Depression. For farmers that had obtained credit through the Federal Land Bank, the blessing had become a burden. Many could not meet their loan payments and simply walked away from their farms. By 1933, nearly half of the National Farm Loan Associations, or the local branches of the Federal Land Bank, were failing. Farm

¹ National Park Service, "About the Homestead Act," available from <http://www.nps.gov/home/historyculture/abouthomesteadactlaw.htm>, accessed October 2013.

² Farm Credit Administration, "History of the FCA and the FCS," available from http://www.fca.gov/about/history/historyFCA_FCS.html, accessed September 2013; University of Virginia Library, Historical Census Browser, Federal Census, 1910, available from <http://mapserver.lib.virginia.edu/>, accessed September 2013.

³ Farm Credit Administration; *The State* 8 May 1927, p1.

foreclosures were typical parts of doing business at the bank, as the very people who once extended help to America's farmers found themselves taking the very land that once provided hopes of prosperity.⁴

The number of farms dropped everywhere and was noticeable in the southeastern states; South Carolina lost almost 35,000 farms between 1920 and 1930. In an effort to halt the decline Congress passed two more acts, The Emergency Farm Mortgage Act of 1933 and The Farm Credit Act of 1933. Again aiming their resources at credit options, the government used these acts to avoid loan defaults through extending repayment schedules and offering emergency loans, as well as creating cooperative lending institutions that provided short, intermediate and long-term loans for farmers. The district banks, one of which was in Columbia, now had additional tools to assist farmers with loans and cooperatives. Franklin D. Roosevelt drafted a Presidential Order in 1933 that brought all of the agricultural credit operations of the federal government under a new agency, the Farm Credit Administration, later adopted into the U.S. Department of Agriculture in 1939 before becoming independent again in 1953. The Farm Credit Administration also oversaw the new federal credit union system when it was created in 1934.⁵

Although the Federal Land Banks and their enabling acts endured a number of challenges in the last half of the twentieth century, AgFirst Farm Credit Bank is a direct descendent of the original bank system. Farming declined in America during the 1900s, as industries and technology changed the way America produced and used farm-grown goods. By 1960 the total number of farms was no longer a vital statistic captured by the federal census. However, agriculture remains an important part of the nation's economy, and as consumers look more towards locally grown options it may have a more prominent local face today than it has had in more recent decades. As an industry, farming was one of the few areas to succeed during the recent economic crises. Farm income reached a reported \$100 billion for the first time in 2011, resulting in a rise of approximately 5% of real income for farmers, an increase in land value and a decrease in farm debt. AgFirst Farm Credit Bank, "the largest agricultural lending organization in the United States" plays an important role in funding and financial services for 19 farmer-owned cooperatives, located in the eastern United States and Puerto Rico, and has been headquartered in the original Federal Land Bank buildings in Columbia.⁶

The Buildings

As the district headquarters serving four Southeast states, the Federal Land Bank in Columbia, South Carolina was thriving by the early 1920s. It was located in the Palmetto Bank Building, at the northeast corner of Main and Washington Streets, a 1913 high rise with an elaborate Gothic-inspired exterior of limestone and terra cotta. The Federal Land Bank purchased a lot a few blocks away at the northeast corner of Marion and Hampton Streets for the handsome sum of

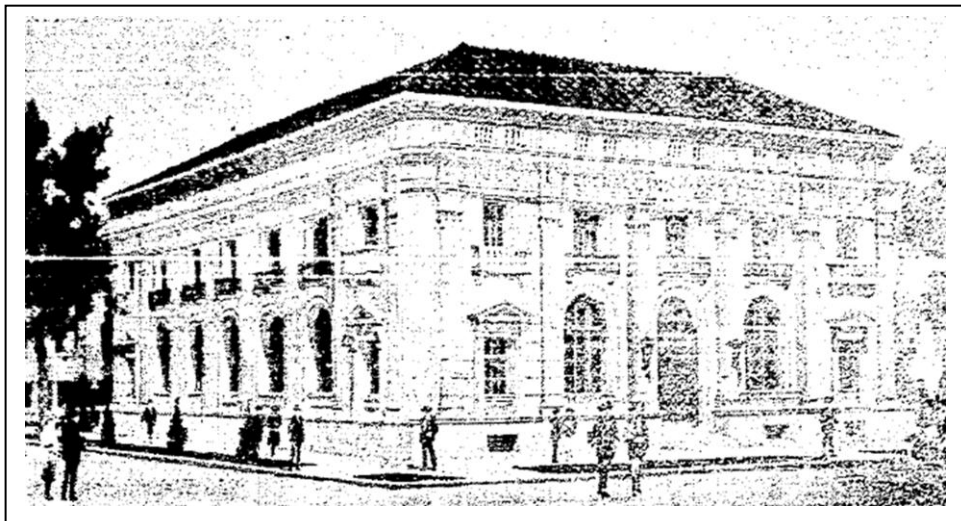
⁴ *The State* 8 May 1927, p1; Farm Credit Administration; University of Virginia Library, Federal Census 1920, 1930.

⁵ Farm Credit Administration

⁶ University of Virginia Library, Federal Census, 1920, 1930, 1940, 1950, 1960; Albert R. Hunt, "America's Economic Bright Spot: Farming," *New York Times* 2 Feb 2012, available from www.nytimes.com; AgFirst website <http://www.agfirst.com/index.asp>, accessed 19 Sep 2013.

\$18,000 in 1922. By February of the following year the newspaper displayed the architect's rendering of the proposed new bank building. It was two stories with a tile, hip roof, ornate pilasters on the façade with an intricate cornice and deeply recessed window and door openings, some of them featuring carved stone balusters.⁷ The beige stone on the exterior followed a trend for other federal buildings in the city, including the federal post office and court house that is now city hall, completed in 1875, and the post office built on Gervais Street in 1921 that is now the State Supreme Court.

Atlanta architect A. Ten Eyck Brown (1878-1940) designed the building in 1922 with a Neoclassical style. A native of New York, he studied at the Academy of Design in that state and worked there and in Washington, D.C. before moving to Atlanta, Georgia. The son of an architect, Brown was a talented professional that became a prominent designer of public buildings in Atlanta and other locations, while also designing houses, apartment buildings and commercial structures, including banks.⁸ Following some of his design trends for other public buildings, the Federal Land Bank featured a slightly recessed, wide central bay to allow for engaged columns rather than the pilasters located in the left and right bays of the façade. The first floor carries the monumental scale of arched fenestration, with shortened windows in the second story. Although the original design was only for two floors, the Agricultural Credits Act of 1923 added to the duties of the bank by extending intermediate credit and requiring more personnel, thus during the course of construction it was decided that a third story was needed.⁹ Slightly recessed from the cornice of the original roofline, third floor is decidedly less dramatic, with slight reliefs of pilasters between the doubled, multi-pane windows that align symmetrically with the floors below. The names of the states served by the bank and the title "Federal Land Bank" were carved into the limestone cornice and remain visible today.



Although a poor copy, this architect's rendering of the original design shows the intended two-story height and low-pitched roof with tile.

"The State," 11 Feb 1923, p22, image copyright of NewsBank.

⁷ *The State* 11 Feb 1923, p22.

⁸ Robert M. Craig, "A. Ten Eyck Brown (1878-1940)," *New Georgia Encyclopedia*, available from www.georgiaencyclopedia.org, accessed September 2013.

⁹ *The State* 7 Apr 1924, p7.

The construction of the Federal Land Bank took almost a year to complete. The contract was awarded to Southeastern Construction Company of New York and Charlotte by February of 1923. Mr. Garthwaite, the contractor chosen for the project, had an excellent resume; he had just completed work on the federal government's post office building on Gervais Street in Columbia. The Federal Land Bank was built of reinforced concrete and trimmed on the exterior with limestone on the two street fronts and brick on the rear. By October 1923 contractors were ordering plaster materials for the interior of the building. The Adams Cut Stone Company, which was not a local firm, completed the ornate exterior stonework by the end of November of the same year, before moving on to build dorms at Wake Forest University. Stone exteriors were rare in Columbia, even though a granite quarry exists just south of town. The softer limestone, like that on the Palmetto Building, which is perhaps one of the most intricate examples of stone carving in the city, was an easier material to carve for ornate trimwork. Stonework at the Federal Land Bank received a lot of praise and all of the handiwork was done on site for the columns and friezes of the building, including the gracefully sloped brackets under the pediments above the walk-out windows at the corners of the building. Likewise the state names carved into the cornice were likely done on site.¹⁰

Though not officially complete, the building hosted a meeting of over 160 representatives from the farm loan associations in Georgia in March of 1924. At the time of the meeting, one of the bank directors noted that over \$50 million in loans had been distributed to farmers since the creation of the land bank in Columbia. While it was a large sum to boast about, it was interesting to note that most of the applications for loans were rejected for ineligibility through the federal bank. The total sum of request had actually been around \$185 million.¹¹ Many farmers still struggled to find relief, especially when the federal bank system specifically designed to assist them was unable to meet the demand.

By April 1924 the employees were settling in to the new building, and a news article described the various offices inside, though provided only limited information about interior finishes on the walls or floors. It did praise the quality construction of the building, which used "neither taxes or tacks." As the district headquarters for over 500 farm loan associations in the four states it represented, the limestone trimmed building, it was designed as a "business palace" made of the "best material available," ensuring it was a "magnificent and durable structure." The interior was fitted with "every imaginable modern device for the comfort and convenience of the occupants," including "shower baths and rest rooms" for men and women, and furniture and fixtures of the "highest quality." There were drinking fountains and an elevator, and a winding concrete staircase with bronze railings provided a somewhat fireproof escape throughout the three floors. A long vault on the second floor with steel doors and cork floors provided a fireproof station for important papers such as mortgages; the doors on the vault weighed several tons each. There was even a "temperature regulator" that provided some limited control of the interior space. There were clocks in several obvious locations, fire hoses, and even a burglar alarm on the basement and first floor.¹²

¹⁰ *The State* 22 Jul 1923, p16, 7 Apr 1924, p7, 29 Oct 1923, p9, 30 Nov 1923, p3.

¹¹ *The State* 26 Mar 1924, p12.

¹² *The State* 7 Apr 1924, p7.

The basement housed the utilities for the building, including the telephone, hot water system and furnace, but it also housed the printing departments, staffed at the time by young men. The president, vice president and secretary's offices were on the first floor, along with a room full of secretaries punching out letters on the many typewriters, a scene that repeated on the second floor. A law library and several attorneys also filled the second floor, along with a money vault and spacious offices for the bank's officers. Appraisers and file clerks rounded out the staffing. On the third floor was the largest room in the building, an assembly hall for conventions and social functions, as well as the office of the director. Stockholders paid the reported \$200,000 cost of the building with an additional \$15,000 on furniture and fixtures, instead of using tax dollars.¹³

In 1927, Edwy Reid offered a lengthy description of the bank in *The State* newspaper, and started off with a phrase that may still hold true today, "The Federal Land Bank of Columbia is better known to the country people of the Carolinas, Georgia and Florida than it is to the people of the city in which it is located." With a regional reach, the bank was integral to the agricultural success of four states, but it was essentially a silo among the city dwellers, who had no farms to operate and no need to "pass through its massive bronze doorways." About 100 employees oversaw about \$70 million in outstanding loans through this building, but were the only local people likely to enter the structure on a regular basis. Like other banks and businesses in the city at the time, these employees formed some sports teams, and in the summer of 1927 the "Federal Land Bank Stars" beat the Columbia National Bank team at the Epworth Orphanage field in a game of baseball.¹⁴

The Great Depression hit agriculture especially hard, and the effects were felt all the way to the bank, which began foreclosing on land and auctioning it off to try to recoup some of its loan money. By spring of 1930, the Federal Land Bank was trying to remain hopeful even in the face of selling off more than \$100,000 worth of farms in a single month. They presented the sales as opportunities for farmers to buy cheap land on credit, through the bank, with a foolhardy belief that the market would soon turn and conditions would improve.¹⁵ Instead, the Great Depression lasted for many more years. By the fall of 1932 the bank issued a new policy for their loans. They made sure to note that it was not their wish to foreclose on anyone who had "reasonable hope" of working through their difficulties of meeting the loan if given enough time. They created extensions and other stop-gap measures to accommodate over 16,000 borrowers, over half of the 30,000 borrowers they served at the time. Some of the borrowers, overburdened by their loans and taxes, were "giving up the fight and moving away," leaving behind years of work and family homes on land that they could no longer afford. In an effort to recoup some of their own costs, the bank declared it would not sell the foreclosed farms at sacrificial prices but would instead hold onto the land and enter into contracts only with responsible parties, or would allow tenants to operate the farms, with the hope that they could one day become owners.¹⁶

New acts aimed at further relief for farmers generated a need for more employees and more office space at the Columbia headquarters. Employees were scattered throughout the city in

¹³ *The State* 7 Apr 1924, p7.

¹⁴ *The State* 8 May 1927, p1, 11 Jun 1927, p13.

¹⁵ *The State* 8 Apr 1930, p7.

¹⁶ *The State* 24 Nov 1932, p2.

various offices due to the limited space of the original building. In the summer of 1934 the Lafaye and Lafaye architectural team drafted a building design that was put out for bid as a “fireproof office.” Considered “one of the state’s most respected and successful architectural practices from the 1910s to the 1970s,” the firm had projects throughout South Carolina, and designed several churches and the Township Theater in Columbia, among several large campus projects, including a majority of the buildings at the S.C. State Hospital on Bull Street.¹⁷



A 1979 image of the 1935 building by noted local photographer Russell Maxey.

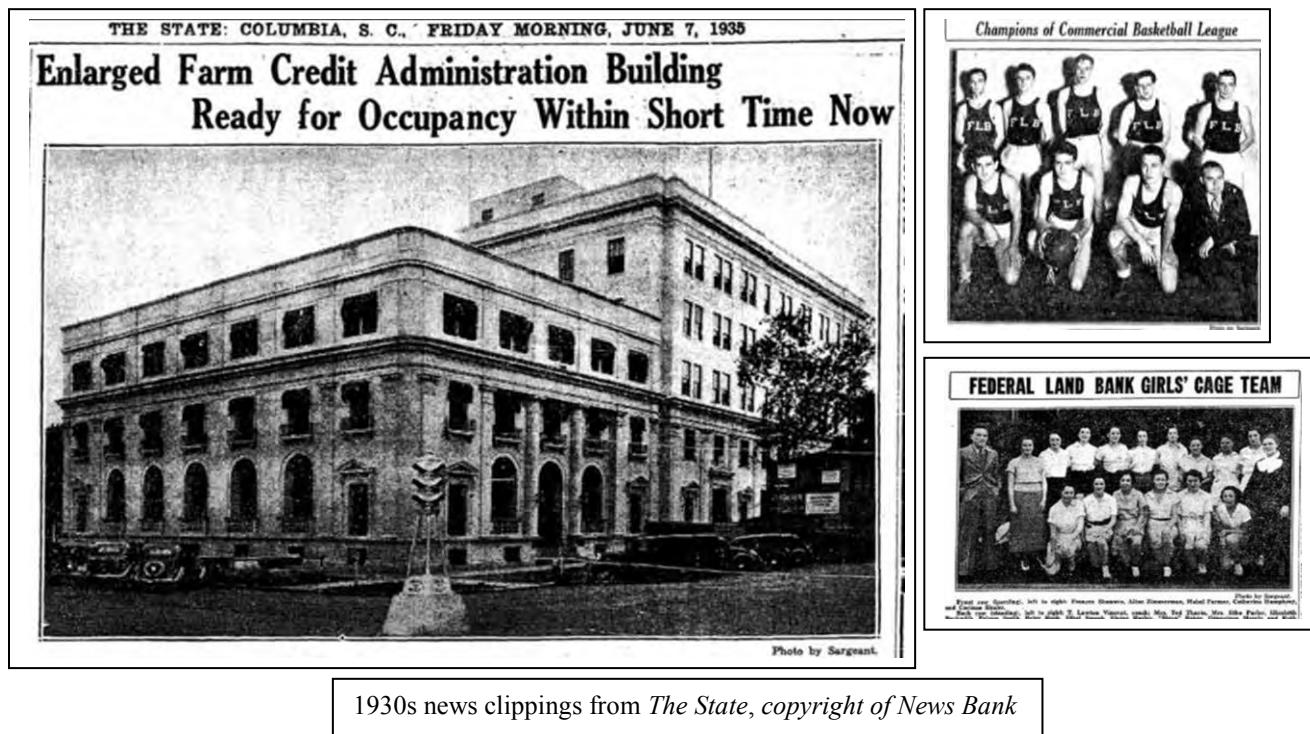
Image courtesy of Richland Library

Contractor J.C. Heslep won the bid for the new building and for adding elevators and other features to the old building. As per the drawings from Lafaye and Lafaye, the new five-story building would be “fireproof construction” and the “exterior design will be in keeping with the present building.” The “front and side returns will be faced with press brick” and all spaces would be amply lighted with metal windows. The interior was to feature plaster walls, acoustical treatments on the ceilings and linoleum floors, with movable metal partitions forming the offices. The lobby was to have tiled floors, marble wainscoting and an ornamental plaster ceiling. The entire ground floor was to serve as a central file room. Heslep promised to have the work done within ten months. Just two months later work came to a tragic halt when the basement excavation, as deep as 30 feet, generated an avalanche that killed two African-American workers. Although other workers immediately began “frenzied digging,” it took over half an hour to get to the trapped men, who were beyond help when finally found. Heslep claimed the collapse was unavoidable and that every precaution had been taken to avoid such a catastrophe. One of the men’s family members sued Heslep, which first wound up as a mistrial, but a second trial in pursuit of a \$50,000 wound up with an award of only \$2,000 for the plaintiff in May 1935.¹⁸

¹⁷ *The State* 29 Jul 1934, p13B; Andrew W. Chandler, “Lafaye and Lafaye,” *The South Carolina Encyclopedia*, ed. Walter Edgar (Columbia, SC: University of South Carolina Press, 2006), 527.

¹⁸ *The State* 28 Aug 1934, p12, 25 Oct 1934, p12, 16 May 1935, p2, 17 May 1935, p2.

Work continued at the site and a simple ceremony hallmarked the placement of the cornerstone in February 1935, with speeches by the governor and mayor. The architects and the contractor were also recognized during the service, as were the many employees of the bank. A month later, several of those employees were named champions of the commercial basketball league in Columbia. The Federal Land Bank team won 15 of their 20 games that season and earned a photograph in the newspaper. Not to be outdone, the banks' all-girl "cage" team, perhaps a term for tennis, gained a photograph in the newspaper the following month. Like the men, they were young, and most were unmarried. It appears that it was popular among banks and offices in the city to have employees participate as a team in a variety of sporting events in the evenings and weekends during the 1930s.¹⁹



By April the new structure was gaining a roof and its interior plaster, while the older building underwent a roof transformation and an exterior cleaning. The tile roof that had a shallow pitch was removed and replaced with a “built up” or flat roof to mimic that on the new building. The old building’s entry and steps were removed on the façade and a stone balustrade installed across the original opening. By the first of July 1935 the new building was ready for occupants, and employees packed up offices from the Barringer Building, the Arcade and three other locations in order to consolidate under one roof.²⁰ Their pristine new offices had an exterior that blended the old with the new. The bay immediately adjacent to the 1920s edifice paid homage to its architectural details but the remainder of the building is far less dramatic in detailing and depth of features, though it does continue the limestone exterior veneer.

¹⁹ *The State* 20 Feb 1935, 14a, 12 Feb 1935, p11, 20 Mar 1935, p10, 9 Apr 1935, p8.

²⁰ *The State* 12 Apr 1936, p16, 30 Jun 1935, p5.

Architecture

The original 1924 building designed by Ten Eyck Brown was not constructed as designed. His two-story building remained intact, but the third story gained during original construction gives away some of its secrets, appearing in some ways as an afterthought. The first two stories, which have rounded corners, feature a number of ornamental details that give both depth and character to the limestone façade. True to the Neoclassical style, the building employs dramatic arches over recessed door and window openings, with heavy carved stone balustrades on the first floor and colossal engaged columns and pilasters on the façade. Recalling a slightly Egyptian Revival motif, the capitals of the columns and pilasters have slender leaves flaring out at the top, supporting a richly detailed cornice of carved stone inlays with a central circle, a dentil pattern, and the name of the four states served by the headquarters carved into the stone. Second story windows are rectangular with balconets of iron railings and simple stone brackets. A circle motif is carried from the iron work to the cornice and the capitals. The former entry was in the central arch of the three on the façade facing Hampton Street, though the entry was moved to the new building upon its completion. The windows on the third floor are not nearly as recessed as those on the floors below, and although there are slight variations in the limestone to mimic pilaster reliefs, there is none of the ornamentation and detailing that gives so much character to the originally designed floors of the 1924 building.

Despite its more humble appearance, the third floor provided a restrained architectural design that proved to be the wave of the future, and probably helped inform some of the design decisions of prominent local firm Lafaye and Lafaye in 1934. By that time the ornate and expensive detailing of the Neoclassical style was out of favor. Art Moderne and Art Deco, with their more streamlined appearance and concentration on smaller or more creative details, rather than using traditional forms, gained popularity in the 1930s. This coincided with the years of the Great Depression and the rise of the machine era, with an emphasis on mechanization and speed. This architecture was a distinct turn away from the revival styles like Neoclassical that kept reusing traditional motifs. The result was that for Lafaye and Lafaye's expansion of the Federal Land Bank in 1934 the ornamentation was sequestered to a single entrance bay and some cornice detailing, but the façade was given a much flatter and simpler treatment than its neighbor, similar to the third floor of the 1924 building. Further evidence of the influence of the original building's third floor is that its double windows were picked up and repeated across the entire façade of the new building.

The new building repeated the pilasters of the original structure in its entry bay, as well as the deeply recessed windows on the first story and their pediments, though they featured iron balustrades instead of stone. The recessed entry featured an eagle above a broken pediment, and the cornice detailing from the original building carried over for the entry bay, though it simplified to a dentil molding and cornice that wrapped around to the first bay of the east elevation, where faint recesses pay homage to the original building. A second cornice at the roof of the building is even simpler. Windows are a three over three pane configuration. The majority of the east and the north elevations are a light brown brick, typical of the brick that was covered up on the original building with the mural Tunnel Vision, by artist Blue Sky, in 1975.

As AgFirst, a descendant of the Federal Land Bank, leaves this site for new offices, it ends a legacy of continued use by the same institution for almost 90 years. That is an accomplishment that is rare in the capital city. However, there are some excellent examples of adaptive reuse in Columbia. As these buildings were designed by architects and built with durable materials for a significant district headquarters for the four southern states, they are ideally suited for designation as local landmarks, for potential listing in the National Register of Historic Places, and for the local, state and federal tax incentives that go along with those designations for a qualifying rehabilitation project. Important for its place in our region's history as well as its unique juxtaposition of Neoclassical and Art Moderne architecture, this set of buildings is important to the built landscape of Columbia.

Among the twelve cities to host the Federal Land Bank Buildings, most appear to be standing, and several have been adaptively reused. There does not appear to have been a common design element among the buildings, except for the striking similarities between Columbia and New Orleans' buildings. The New Orleans building was built as two stories, but without the depth in the recessed doors and windows found in the Columbia building. In Houston the c. 1929 building was even more streamlined, leaving its elaborate ornamentation at the cornice and around the door, but otherwise having a smooth stone exterior. Unfortunately the windows in this building have been replaced. The surviving bank in Berkeley, CA is from 1939 and appears to be intact. It has minimal detailing on the façade but some unique Art Deco details on the rear and the interior; it is now used for municipal offices. In Omaha the 1923 and 1934 buildings for the bank were both multiple stories, one faced with brick and the other with stone. They are now adaptively reused as apartments. Stone also clads the modestly ornamented bank building in Baltimore, MD, which has been adaptively reused as luxury apartments. The 1923 bank building in Louisville was eight floors with a brick exterior and large footprint, and appears to still be in use as a bank. With only twelve similar institutions across the nation, the Federal Land Bank buildings in Columbia are among a rare group of landmarks across the nation.



Federal Land Bank (2010), photo R. Kehmann.

Built 1939 in Berkeley, CA, Berkeley Historical Plaque Project, <http://www.berkeleyplaques.org/index.php?page=federal-land-bank>



Built in 1923 and 1934 in Omaha, NE, this Federal Land Bank complex is now adaptively reused as apartments. Image from www.thebankomaha.com



The c. 1923 Baltimore Land Bank,
image from www.landbanklofts.com

The 1923 Federal
Land Bank in
Louisville, KY
*University of
Louisville Library*

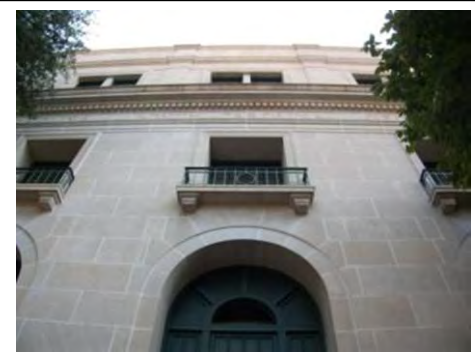


Left: A 1968 image of the
west side of Columbia's
building, by Russell Maxey
(*Richland Library*)

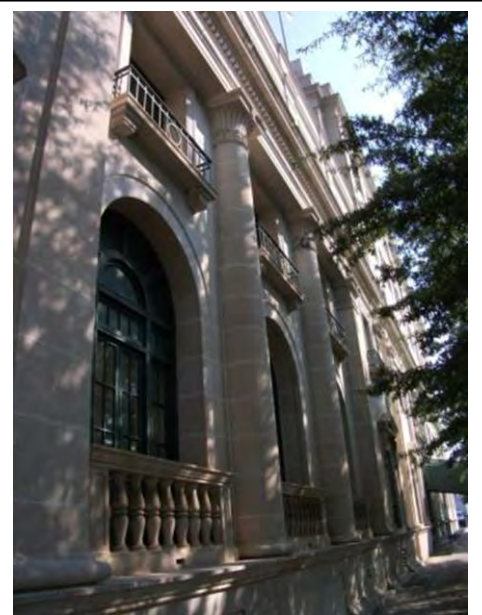
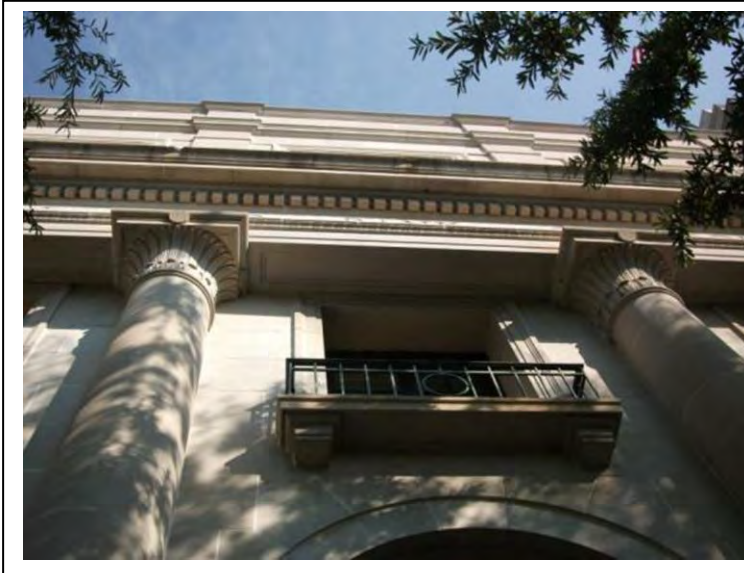
Below: A 1976 image of
Tunnel Vision by Blue Sky,
image by Russell Maxey
(*Richland Library*)

Bottom Left: Image of first
floor window in 1924
building, S. Richey.





Images by S. Richey
September 2013



S. Richey, Planning and Dev. Services, City of Columbia



CITY OF COLUMBIA
AGENDA MEMORANDUM

MEETING DATE: July 15, 2014

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: Text Amendment - 1401 Hampton Street - Amend §17-691 (c)
Buildings and Sites list, to designate 1401 Hampton Street,
TMS# 11402-03-03; as a Group II Landmark.

PRESENTER: Krista Hampton

FINANCIAL IMPACT: N/A

ATTACHMENTS:

- ZPH_MA_TA_1401_Hampton_St (PDF)



CITY COUNCIL MAP AND TEXT AMENDMENT CASE SUMMARY

REZONE FROM C-4, -DD (CENTRAL AREA COMMERCIAL DISTRICT, DESIGN OVERLAY) TO C-4, -DD, -DP (CENTRAL AREA COMMERCIAL DISTRICT, DESIGN OVERLAY, DESIGN PRESERVATION OVERLAY)

Public Hearing – July 15, 2014

City Council Chambers, 3rd Floor, City Hall, 1737 Main Street

Subject Property:	1401 Hampton Street; Richland County TMS# 11402-03-03		
Council District:	2		
Proposal:	Rezone from C-4, -DD to C-4, -DD, -DP and Amend Chapter 17 - Article V, Division 3 - §17-691 (c) to designate structure as a Group II Landmark		
Applicant:	John Glassell, FLB Apartments, LLC		
Present Use:	Vacant	Proposed Use:	Residential
Staff Recommendation:	Approve		
PC Recommendation:	Approve (4-0), 06/02/14 (Six members in attendance; Two recusals; Quorum established)		
Detail:	This proposal is to designate the affected property as an individual local landmark, Group II. The buildings on this parcel were constructed in 1924 and 1935 and together comprised one of twelve district offices of the Federal Land Bank System nationwide. Staff finds that the building meets #1, 2, 3 and 5 of the criteria for Group II landmarks, listed below, as found in the City Ordinance. Only one criterion is needed to support landmark designation: 1) The sites of events, homes of men, etc., having contributed to local history; 2) Reasonably distinctive characteristics in architectural design, not necessarily unique; 3) Somewhat rare type in Columbia; 4) Belonging to a family or “general” of buildings of which it is a good example; 5) The work of an architect of local importance; 6) A good example of a style or type of building which is becoming, or is in danger of becoming, extinct locally. Staff recommends approval of the landmark designation of the structure as they meet the criteria established for such designation and the action is in conformance with the Comprehensive Plan, which states as a goal <i>to promote the preservation and protection of Columbia’s significant historic buildings, structures, districts, landscapes, and facets.</i> Finally, the D/DRC recommended structure for landmark designation on June 12, 2014 (5-0).		

Attachment: ZPH_MA_TA_1401_Hampton_St (1419 : TA - 1401 Hampton Street)

Zoning Map

1401 Hampton Street
TMS# 11402-03-03 Zoned C-4, -DD

a

Department of Planning & Development Services

Legend

RAILROADS CITY LIMITS
STREETS PARCELS

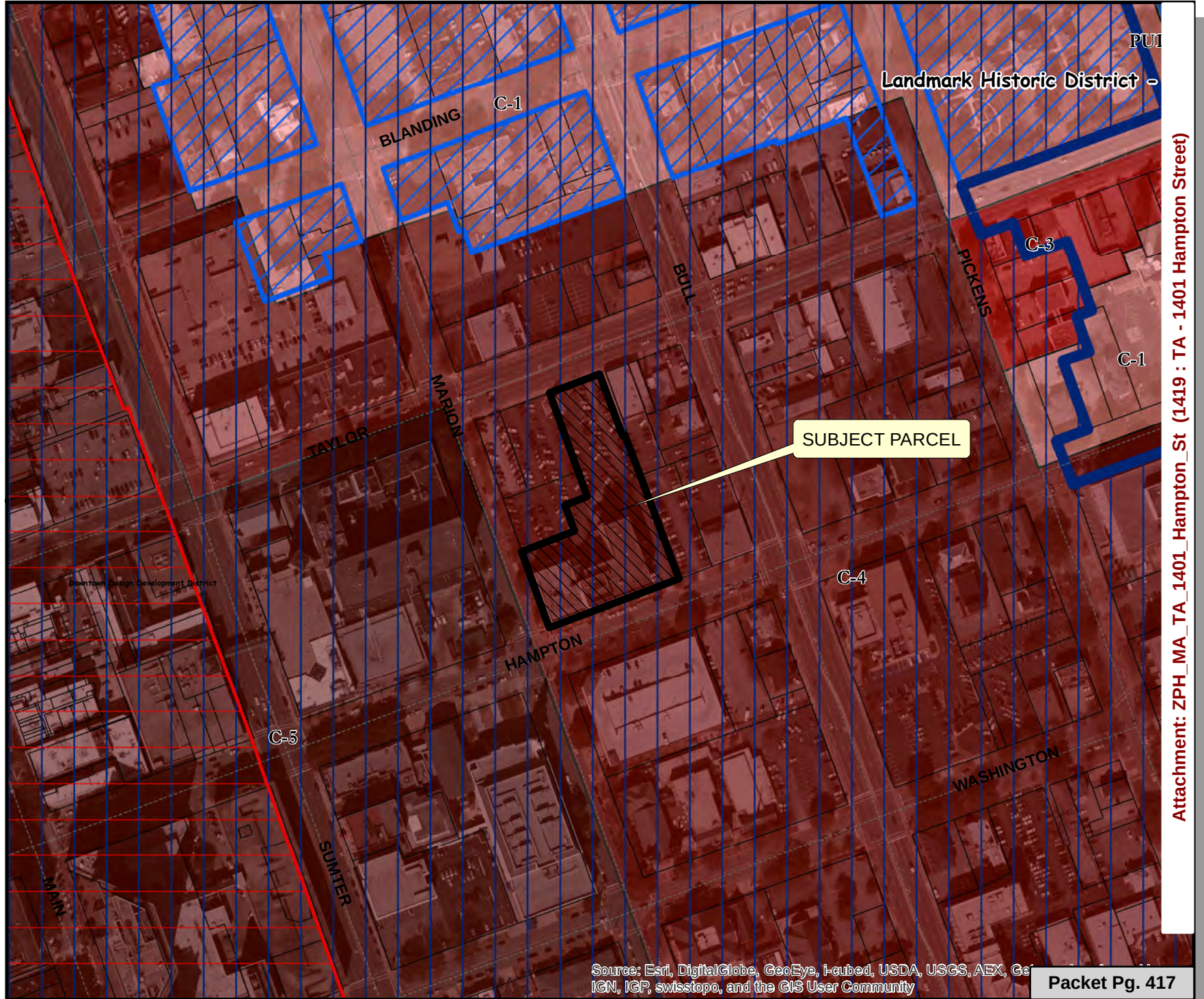
D-1	MX-2
RS-1	C-1
RS-1A	C-2
RS-1B	C-3
RS-2	C-3A
RS-3	C-4
RD	C-5
RD-2	M-1
RG-1	M-2
RG-1A	PUD-C
RG-2	PUD-LS
RG-3	PUD-LS-E
UTD	PUD-LS-R
MX-1	PUD-R

PROPOSED REZONING DP Overlay
Sign Overlay Arch Conserv District
Historic District
Protection Area

ORIGINAL PREPARATION/DATE:
This map was prepared by:
S. W. Hudson, III
May 20, 2014

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W E
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DISCLAIMER:
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Attachment: ZPH_MA_TA_1401_Hampton_St (1419 : TA - 1401 Hampton Street)

DESIGN/DEVELOPMENT REVIEW COMMISSION
HISTORIC PROPERTY
EVALUATION SHEET
Case #1

ADDRESS: 1401 Hampton Street

APPLICANT: Schell Carson, agent

TAX MAP REF. #: R11402-03-03

USE OF PROPERTY: Commercial

REVIEW DISTRICT: -DD/Pending Individual Landmark

NATURE OF REQUEST: Request recommendation for landmark status

FINDINGS/COMMENTS:

The buildings on this parcel were constructed in 1924 and 1935 and together comprised one of twelve district offices of the Federal Land Bank System nationwide. The Federal Land Bank System was a result of the 1916 Federal Farm Act which was created to provide loans to farmers, who as a group, were critically under-funded at that time. The buildings are good examples of their types, the earlier building at the western end of the parcel built in a Neoclassical style, and the later building to its east, a more streamlined and restrained structure reflective of the Art Moderne and Art Deco styles which came into vogue in the 1930s. The earlier building was designed by well-known Georgia architect A. Ten Eyck Brown, while prominent local firm Lafaye and Lafaye designed the 1930s building.

Staff finds that the building meets #1, 2, 3 and 5 of the criteria for Group II landmarks, listed below, as found in the City Ordinance. Only one criterion is needed to support landmark designation:

- 1) The sites of events, homes of men, etc., having contributed to local history;
- 2) Reasonably distinctive characteristics in architectural design, not necessarily unique;
- 3) Somewhat rare type in Columbia;
- 4) Belonging to a family or "genera" of buildings of which it is a good example;
- 5) The work of an architect of local importance;
- 6) A good example of a style or type of building which is becoming, or is in danger of becoming, extinct locally.

STAFF RECOMMENDATIONS:

Staff supports a recommendation to City Council that 1401 Hampton Street move forward as a Group II landmark.

Federal Land Bank Building, AgFirst
 1401 Hampton Street, Columbia, S.C.
 1924, 1935



Federal Land Bank image from the Works Progress Administration, c. 1930s (*South Caroliniana Library*)



Federal Land Bank in 1979, image by Russell Maxey (*Richland Library*)

Their exterior stone and brick in nearly pristine condition, the buildings comprising the Federal Land Bank structure at 1401 Hampton capture two significant periods in the bank's development, and juxtapose two interesting trends in architecture. Though now somewhat obscured by mature trees, these buildings are unique to the city, as the district headquarters of a bank system created to help the many farmers of America. The designs of prominent Atlanta architect A. Ten Eyck Brown and the prolific Columbia firm Lafaye and Lafaye, the two buildings express careful considerations of materials, scale, and details that were popular in the opulent 1920s and streamlined 1930s.

The Federal Land Bank System

Land was always part of the American dream. As the young nation pushed west and controlled more territory, it was obvious that the dream was often surpassed by the harsh realities of limited money, and the cyclical nature of crop production, heavily dependent on good weather with long periods of waiting and hoping. The earliest large-scale "industry" of America was farming, meeting the basic necessity of food, and the federal government got involved with the extension of credit for this industry in the nineteenth century. Abraham Lincoln signed the Homestead Act of 1862 in the beginnings of the Civil War. Considered one of the most important pieces of legislative acts in our nation's history, the act "turned over vast amounts of the public domain to private citizens." Around ten percent of the area of the United States, or 270 million acres, were claimed and settled under this act, largely in the western part of the nation in 160-acre parcels. While the cost for this process was twelve dollars up front and six more dollars after a five year "proving" period, the many costs of creating a house and a working farm extended beyond the

means of the many farmers, immigrants, women and even former slaves that took up parcels under the act.¹

Banks were eager to lend to businesses and industries, but farmers found few who were willing to lend, and those that did offered short terms and high interest rates. In 1908, President Theodore Roosevelt, the Country Life Commission and congressional committees studied the issues facing the rural families of America, which constituted about half of the population. The Commission's recommendations included the creation of cooperatives and a cooperative credit system for farmers. In 1910 there were over 6 million farms listed in the federal census, and they were the lifeblood of many communities, growing not only food but cotton, which fueled the textile mills industrializing southern cities like Columbia. South Carolina had over 176,000 farms, over half of them owned by African Americans or other "non-whites," as they were listed in the 1910 census. North Carolina, Georgia and Florida had almost 600,000 farms between them.²

As a result of Presidentially-sponsored trips to Europe to study rural development and credit programs, a commission under Woodrow Wilson made recommendations for supplying long and short-term credit to farmers. Congress supported these recommendations by passing the Federal Farm Loan Act of 1916, which established Federal Land Banks in twelve districts across the nation, with hundreds of National Farm Loan Associations that fed into the federal bank system. The system extended long-term credit to farmers, but increasing mechanization and cost pressures from Europe generated a need for short-term credit options. Congress then created the Agricultural Credits Act of 1923, which worked with farming cooperatives and commercial banks, though it too had only moderate success at achieving widespread short-term credit. Ideally, the system "was created to give to agriculture a dependable credit system, simple in operation and at a cheaper cost than was possible under the conditions surrounding the farmer prior to its establishment."³

The twelve districts created throughout the nation included one headquartered in Columbia, South Carolina, to serve the state but also to serve North Carolina, Georgia and Florida. Other headquarters were in New Orleans, Houston, Berkeley, Spokane, Omaha, Wichita, St. Louis, Louisville, St. Paul, Springfield and Baltimore. Given the rival cities in the Southeast, it is surprising that Columbia gained the designation as headquarters. South Carolina's number of farms had grown in the previous decade and survived World War I and the boll weevil infestation of the late 1910s, but as the wartime need subsided, prices dropped throughout the 1920s for agricultural goods and spiraled down quickly in the fall of 1929 when Black Tuesday signaled the beginning of the Great Depression. For farmers that had obtained credit through the Federal Land Bank, the blessing had become a burden. Many could not meet their loan payments and simply walked away from their farms. By 1933, nearly half of the National Farm Loan Associations, or the local branches of the Federal Land Bank, were failing. Farm

¹ National Park Service, "About the Homestead Act," available from <http://www.nps.gov/home/historyculture/abouthomesteadactlaw.htm>, accessed October 2013.

² Farm Credit Administration, "History of the FCA and the FCS," available from http://www.fca.gov/about/history/historyFCA_FCS.html, accessed September 2013; University of Virginia Library, Historical Census Browser, Federal Census, 1910, available from <http://mapserver.lib.virginia.edu/>, accessed September 2013.

³ Farm Credit Administration; *The State* 8 May 1927, p1.

foreclosures were typical parts of doing business at the bank, as the very people who once extended help to America's farmers found themselves taking the very land that once provided hopes of prosperity.⁴

The number of farms dropped everywhere and was noticeable in the southeastern states; South Carolina lost almost 35,000 farms between 1920 and 1930. In an effort to halt the decline Congress passed two more acts, The Emergency Farm Mortgage Act of 1933 and The Farm Credit Act of 1933. Again aiming their resources at credit options, the government used these acts to avoid loan defaults through extending repayment schedules and offering emergency loans, as well as creating cooperative lending institutions that provided short, intermediate and long-term loans for farmers. The district banks, one of which was in Columbia, now had additional tools to assist farmers with loans and cooperatives. Franklin D. Roosevelt drafted a Presidential Order in 1933 that brought all of the agricultural credit operations of the federal government under a new agency, the Farm Credit Administration, later adopted into the U.S. Department of Agriculture in 1939 before becoming independent again in 1953. The Farm Credit Administration also oversaw the new federal credit union system when it was created in 1934.⁵

Although the Federal Land Banks and their enabling acts endured a number of challenges in the last half of the twentieth century, AgFirst Farm Credit Bank is a direct descendent of the original bank system. Farming declined in America during the 1900s, as industries and technology changed the way America produced and used farm-grown goods. By 1960 the total number of farms was no longer a vital statistic captured by the federal census. However, agriculture remains an important part of the nation's economy, and as consumers look more towards locally grown options it may have a more prominent local face today than it has had in more recent decades. As an industry, farming was one of the few areas to succeed during the recent economic crises. Farm income reached a reported \$100 billion for the first time in 2011, resulting in a rise of approximately 5% of real income for farmers, an increase in land value and a decrease in farm debt. AgFirst Farm Credit Bank, "the largest agricultural lending organization in the United States" plays an important role in funding and financial services for 19 farmer-owned cooperatives, located in the eastern United States and Puerto Rico, and has been headquartered in the original Federal Land Bank buildings in Columbia.⁶

The Buildings

As the district headquarters serving four Southeast states, the Federal Land Bank in Columbia, South Carolina was thriving by the early 1920s. It was located in the Palmetto Bank Building, at the northeast corner of Main and Washington Streets, a 1913 high rise with an elaborate Gothic-inspired exterior of limestone and terra cotta. The Federal Land Bank purchased a lot a few blocks away at the northeast corner of Marion and Hampton Streets for the handsome sum of

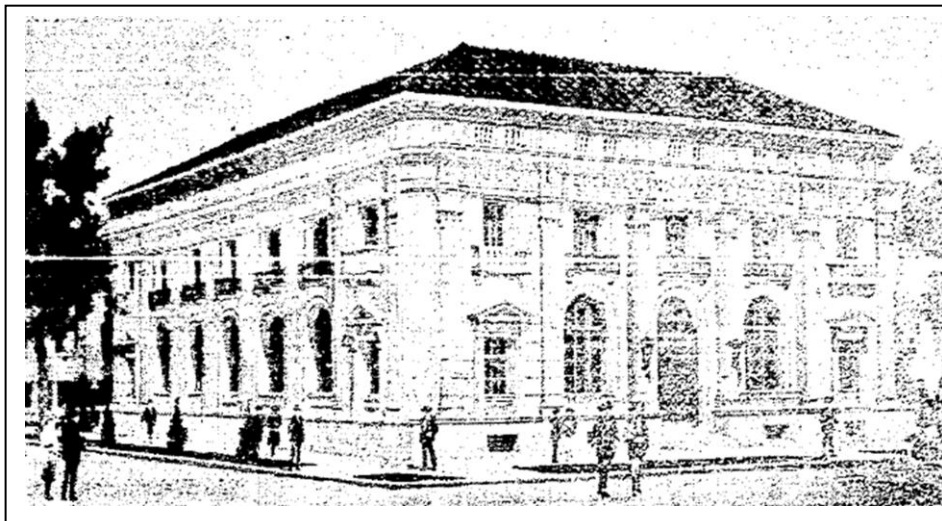
⁴ *The State* 8 May 1927, p1; Farm Credit Administration; University of Virginia Library, Federal Census 1920, 1930.

⁵ Farm Credit Administration

⁶ University of Virginia Library, Federal Census, 1920, 1930, 1940, 1950, 1960; Albert R. Hunt, "America's Economic Bright Spot: Farming," *New York Times* 2 Feb 2012, available from www.nytimes.com; AgFirst website <http://www.agfirst.com/index.asp>, accessed 19 Sep 2013.

\$18,000 in 1922. By February of the following year the newspaper displayed the architect's rendering of the proposed new bank building. It was two stories with a tile, hip roof, ornate pilasters on the façade with an intricate cornice and deeply recessed window and door openings, some of them featuring carved stone balusters.⁷ The beige stone on the exterior followed a trend for other federal buildings in the city, including the federal post office and court house that is now city hall, completed in 1875, and the post office built on Gervais Street in 1921 that is now the State Supreme Court.

Atlanta architect A. Ten Eyck Brown (1878-1940) designed the building in 1922 with a Neoclassical style. A native of New York, he studied at the Academy of Design in that state and worked there and in Washington, D.C. before moving to Atlanta, Georgia. The son of an architect, Brown was a talented professional that became a prominent designer of public buildings in Atlanta and other locations, while also designing houses, apartment buildings and commercial structures, including banks.⁸ Following some of his design trends for other public buildings, the Federal Land Bank featured a slightly recessed, wide central bay to allow for engaged columns rather than the pilasters located in the left and right bays of the façade. The first floor carries the monumental scale of arched fenestration, with shortened windows in the second story. Although the original design was only for two floors, the Agricultural Credits Act of 1923 added to the duties of the bank by extending intermediate credit and requiring more personnel, thus during the course of construction it was decided that a third story was needed.⁹ Slightly recessed from the cornice of the original roofline, third floor is decidedly less dramatic, with slight reliefs of pilasters between the doubled, multi-pane windows that align symmetrically with the floors below. The names of the states served by the bank and the title "Federal Land Bank" were carved into the limestone cornice and remain visible today.



Although a poor copy, this architect's rendering of the original design shows the intended two-story height and low-pitched roof with tile.

"The State," 11 Feb 1923, p22, image copyright of NewsBank.

⁷ *The State* 11 Feb 1923, p22.

⁸ Robert M. Craig, "A. Ten Eyck Brown (1878-1940)," *New Georgia Encyclopedia*, available from www.georgiaencyclopedia.org, accessed September 2013.

⁹ *The State* 7 Apr 1924, p7.

The construction of the Federal Land Bank took almost a year to complete. The contract was awarded to Southeastern Construction Company of New York and Charlotte by February of 1923. Mr. Garthwaite, the contractor chosen for the project, had an excellent resume; he had just completed work on the federal government's post office building on Gervais Street in Columbia. The Federal Land Bank was built of reinforced concrete and trimmed on the exterior with limestone on the two street fronts and brick on the rear. By October 1923 contractors were ordering plaster materials for the interior of the building. The Adams Cut Stone Company, which was not a local firm, completed the ornate exterior stonework by the end of November of the same year, before moving on to build dorms at Wake Forest University. Stone exteriors were rare in Columbia, even though a granite quarry exists just south of town. The softer limestone, like that on the Palmetto Building, which is perhaps one of the most intricate examples of stone carving in the city, was an easier material to carve for ornate trimwork. Stonework at the Federal Land Bank received a lot of praise and all of the handiwork was done on site for the columns and friezes of the building, including the gracefully sloped brackets under the pediments above the walk-out windows at the corners of the building. Likewise the state names carved into the cornice were likely done on site.¹⁰

Though not officially complete, the building hosted a meeting of over 160 representatives from the farm loan associations in Georgia in March of 1924. At the time of the meeting, one of the bank directors noted that over \$50 million in loans had been distributed to farmers since the creation of the land bank in Columbia. While it was a large sum to boast about, it was interesting to note that most of the applications for loans were rejected for ineligibility through the federal bank. The total sum of request had actually been around \$185 million.¹¹ Many farmers still struggled to find relief, especially when the federal bank system specifically designed to assist them was unable to meet the demand.

By April 1924 the employees were settling in to the new building, and a news article described the various offices inside, though provided only limited information about interior finishes on the walls or floors. It did praise the quality construction of the building, which used "neither taxes or tacks." As the district headquarters for over 500 farm loan associations in the four states it represented, the limestone trimmed building, it was designed as a "business palace" made of the "best material available," ensuring it was a "magnificent and durable structure." The interior was fitted with "every imaginable modern device for the comfort and convenience of the occupants," including "shower baths and rest rooms" for men and women, and furniture and fixtures of the "highest quality." There were drinking fountains and an elevator, and a winding concrete staircase with bronze railings provided a somewhat fireproof escape throughout the three floors. A long vault on the second floor with steel doors and cork floors provided a fireproof station for important papers such as mortgages; the doors on the vault weighed several tons each. There was even a "temperature regulator" that provided some limited control of the interior space. There were clocks in several obvious locations, fire hoses, and even a burglar alarm on the basement and first floor.¹²

¹⁰ *The State* 22 Jul 1923, p16, 7 Apr 1924, p7, 29 Oct 1923, p9, 30 Nov 1923, p3.

¹¹ *The State* 26 Mar 1924, p12.

¹² *The State* 7 Apr 1924, p7.

The basement housed the utilities for the building, including the telephone, hot water system and furnace, but it also housed the printing departments, staffed at the time by young men. The president, vice president and secretary's offices were on the first floor, along with a room full of secretaries punching out letters on the many typewriters, a scene that repeated on the second floor. A law library and several attorneys also filled the second floor, along with a money vault and spacious offices for the bank's officers. Appraisers and file clerks rounded out the staffing. On the third floor was the largest room in the building, an assembly hall for conventions and social functions, as well as the office of the director. Stockholders paid the reported \$200,000 cost of the building with an additional \$15,000 on furniture and fixtures, instead of using tax dollars.¹³

In 1927, Edwy Reid offered a lengthy description of the bank in *The State* newspaper, and started off with a phrase that may still hold true today, "The Federal Land Bank of Columbia is better known to the country people of the Carolinas, Georgia and Florida than it is to the people of the city in which it is located." With a regional reach, the bank was integral to the agricultural success of four states, but it was essentially a silo among the city dwellers, who had no farms to operate and no need to "pass through its massive bronze doorways." About 100 employees oversaw about \$70 million in outstanding loans through this building, but were the only local people likely to enter the structure on a regular basis. Like other banks and businesses in the city at the time, these employees formed some sports teams, and in the summer of 1927 the "Federal Land Bank Stars" beat the Columbia National Bank team at the Epworth Orphanage field in a game of baseball.¹⁴

The Great Depression hit agriculture especially hard, and the effects were felt all the way to the bank, which began foreclosing on land and auctioning it off to try to recoup some of its loan money. By spring of 1930, the Federal Land Bank was trying to remain hopeful even in the face of selling off more than \$100,000 worth of farms in a single month. They presented the sales as opportunities for farmers to buy cheap land on credit, through the bank, with a foolhardy belief that the market would soon turn and conditions would improve.¹⁵ Instead, the Great Depression lasted for many more years. By the fall of 1932 the bank issued a new policy for their loans. They made sure to note that it was not their wish to foreclose on anyone who had "reasonable hope" of working through their difficulties of meeting the loan if given enough time. They created extensions and other stop-gap measures to accommodate over 16,000 borrowers, over half of the 30,000 borrowers they served at the time. Some of the borrowers, overburdened by their loans and taxes, were "giving up the fight and moving away," leaving behind years of work and family homes on land that they could no longer afford. In an effort to recoup some of their own costs, the bank declared it would not sell the foreclosed farms at sacrificial prices but would instead hold onto the land and enter into contracts only with responsible parties, or would allow tenants to operate the farms, with the hope that they could one day become owners.¹⁶

New acts aimed at further relief for farmers generated a need for more employees and more office space at the Columbia headquarters. Employees were scattered throughout the city in

¹³ *The State* 7 Apr 1924, p7.

¹⁴ *The State* 8 May 1927, p1, 11 Jun 1927, p13.

¹⁵ *The State* 8 Apr 1930, p7.

¹⁶ *The State* 24 Nov 1932, p2.

various offices due to the limited space of the original building. In the summer of 1934 the Lafaye and Lafaye architectural team drafted a building design that was put out for bid as a “fireproof office.” Considered “one of the state’s most respected and successful architectural practices from the 1910s to the 1970s,” the firm had projects throughout South Carolina, and designed several churches and the Township Theater in Columbia, among several large campus projects, including a majority of the buildings at the S.C. State Hospital on Bull Street.¹⁷



A 1979 image of the 1935 building by noted local photographer Russell Maxey.

Image courtesy of Richland Library

Contractor J.C. Heslep won the bid for the new building and for adding elevators and other features to the old building. As per the drawings from Lafaye and Lafaye, the new five-story building would be “fireproof construction” and the “exterior design will be in keeping with the present building.” The “front and side returns will be faced with press brick” and all spaces would be amply lighted with metal windows. The interior was to feature plaster walls, acoustical treatments on the ceilings and linoleum floors, with movable metal partitions forming the offices. The lobby was to have tiled floors, marble wainscoting and an ornamental plaster ceiling. The entire ground floor was to serve as a central file room. Heslep promised to have the work done within ten months. Just two months later work came to a tragic halt when the basement excavation, as deep as 30 feet, generated an avalanche that killed two African-American workers. Although other workers immediately began “frenzied digging,” it took over half an hour to get to the trapped men, who were beyond help when finally found. Heslep claimed the collapse was unavoidable and that every precaution had been taken to avoid such a catastrophe. One of the men’s family members sued Heslep, which first wound up as a mistrial, but a second trial in pursuit of a \$50,000 wound up with an award of only \$2,000 for the plaintiff in May 1935.¹⁸

¹⁷ *The State* 29 Jul 1934, p13B; Andrew W. Chandler, “Lafaye and Lafaye,” *The South Carolina Encyclopedia*, ed. Walter Edgar (Columbia, SC: University of South Carolina Press, 2006), 527.

¹⁸ *The State* 28 Aug 1934, p12, 25 Oct 1934, p12, 16 May 1935, p2, 17 May 1935, p2.

Work continued at the site and a simple ceremony hallmarked the placement of the cornerstone in February 1935, with speeches by the governor and mayor. The architects and the contractor were also recognized during the service, as were the many employees of the bank. A month later, several of those employees were named champions of the commercial basketball league in Columbia. The Federal Land Bank team won 15 of their 20 games that season and earned a photograph in the newspaper. Not to be outdone, the banks' all-girl "cage" team, perhaps a term for tennis, gained a photograph in the newspaper the following month. Like the men, they were young, and most were unmarried. It appears that it was popular among banks and offices in the city to have employees participate as a team in a variety of sporting events in the evenings and weekends during the 1930s.¹⁹



By April the new structure was gaining a roof and its interior plaster, while the older building underwent a roof transformation and an exterior cleaning. The tile roof that had a shallow pitch was removed and replaced with a “built up” or flat roof to mimic that on the new building. The old building’s entry and steps were removed on the façade and a stone balustrade installed across the original opening. By the first of July 1935 the new building was ready for occupants, and employees packed up offices from the Barringer Building, the Arcade and three other locations in order to consolidate under one roof.²⁰ Their pristine new offices had an exterior that blended the old with the new. The bay immediately adjacent to the 1920s edifice paid homage to its architectural details but the remainder of the building is far less dramatic in detailing and depth of features, though it does continue the limestone exterior veneer.

¹⁹ *The State* 20 Feb 1935, 14a, 12 Feb 1935, p11, 20 Mar 1935, p10, 9 Apr 1935, p8.

²⁰ *The State* 12 Apr 1936, p16, 30 Jun 1935, p5.

Architecture

The original 1924 building designed by Ten Eyck Brown was not constructed as designed. His two-story building remained intact, but the third story gained during original construction gives away some of its secrets, appearing in some ways as an afterthought. The first two stories, which have rounded corners, feature a number of ornamental details that give both depth and character to the limestone façade. True to the Neoclassical style, the building employs dramatic arches over recessed door and window openings, with heavy carved stone balustrades on the first floor and colossal engaged columns and pilasters on the façade. Recalling a slightly Egyptian Revival motif, the capitals of the columns and pilasters have slender leaves flaring out at the top, supporting a richly detailed cornice of carved stone inlays with a central circle, a dentil pattern, and the name of the four states served by the headquarters carved into the stone. Second story windows are rectangular with balconets of iron railings and simple stone brackets. A circle motif is carried from the iron work to the cornice and the capitals. The former entry was in the central arch of the three on the façade facing Hampton Street, though the entry was moved to the new building upon its completion. The windows on the third floor are not nearly as recessed as those on the floors below, and although there are slight variations in the limestone to mimic pilaster reliefs, there is none of the ornamentation and detailing that gives so much character to the originally designed floors of the 1924 building.

Despite its more humble appearance, the third floor provided a restrained architectural design that proved to be the wave of the future, and probably helped inform some of the design decisions of prominent local firm Lafaye and Lafaye in 1934. By that time the ornate and expensive detailing of the Neoclassical style was out of favor. Art Moderne and Art Deco, with their more streamlined appearance and concentration on smaller or more creative details, rather than using traditional forms, gained popularity in the 1930s. This coincided with the years of the Great Depression and the rise of the machine era, with an emphasis on mechanization and speed. This architecture was a distinct turn away from the revival styles like Neoclassical that kept reusing traditional motifs. The result was that for Lafaye and Lafaye's expansion of the Federal Land Bank in 1934 the ornamentation was sequestered to a single entrance bay and some cornice detailing, but the façade was given a much flatter and simpler treatment than its neighbor, similar to the third floor of the 1924 building. Further evidence of the influence of the original building's third floor is that its double windows were picked up and repeated across the entire façade of the new building.

The new building repeated the pilasters of the original structure in its entry bay, as well as the deeply recessed windows on the first story and their pediments, though they featured iron balustrades instead of stone. The recessed entry featured an eagle above a broken pediment, and the cornice detailing from the original building carried over for the entry bay, though it simplified to a dentil molding and cornice that wrapped around to the first bay of the east elevation, where faint recesses pay homage to the original building. A second cornice at the roof of the building is even simpler. Windows are a three over three pane configuration. The majority of the east and the north elevations are a light brown brick, typical of the brick that was covered up on the original building with the mural Tunnel Vision, by artist Blue Sky, in 1975.

As AgFirst, a descendant of the Federal Land Bank, leaves this site for new offices, it ends a legacy of continued use by the same institution for almost 90 years. That is an accomplishment that is rare in the capital city. However, there are some excellent examples of adaptive reuse in Columbia. As these buildings were designed by architects and built with durable materials for a significant district headquarters for the four southern states, they are ideally suited for designation as local landmarks, for potential listing in the National Register of Historic Places, and for the local, state and federal tax incentives that go along with those designations for a qualifying rehabilitation project. Important for its place in our region's history as well as its unique juxtaposition of Neoclassical and Art Moderne architecture, this set of buildings is important to the built landscape of Columbia.

Among the twelve cities to host the Federal Land Bank Buildings, most appear to be standing, and several have been adaptively reused. There does not appear to have been a common design element among the buildings, except for the striking similarities between Columbia and New Orleans' buildings. The New Orleans building was built as two stories, but without the depth in the recessed doors and windows found in the Columbia building. In Houston the c. 1929 building was even more streamlined, leaving its elaborate ornamentation at the cornice and around the door, but otherwise having a smooth stone exterior. Unfortunately the windows in this building have been replaced. The surviving bank in Berkeley, CA is from 1939 and appears to be intact. It has minimal detailing on the façade but some unique Art Deco details on the rear and the interior; it is now used for municipal offices. In Omaha the 1923 and 1934 buildings for the bank were both multiple stories, one faced with brick and the other with stone. They are now adaptively reused as apartments. Stone also clads the modestly ornamented bank building in Baltimore, MD, which has been adaptively reused as luxury apartments. The 1923 bank building in Louisville was eight floors with a brick exterior and large footprint, and appears to still be in use as a bank. With only twelve similar institutions across the nation, the Federal Land Bank buildings in Columbia are among a rare group of landmarks across the nation.



Federal Land Bank (2010), photo R. Kehmann.

Built 1939 in Berkeley, CA, Berkeley Historical Plaque Project, <http://www.berkeleyplaques.org/index.php?page=federal-land-bank>



Built in 1923 and 1934 in Omaha, NE, this Federal Land Bank complex is now adaptively reused as apartments. Image from www.thebankomaha.com



The c. 1923 Baltimore Land Bank,
image from www.landbanklofts.com

The 1923 Federal
Land Bank in
Louisville, KY
*University of
Louisville Library*

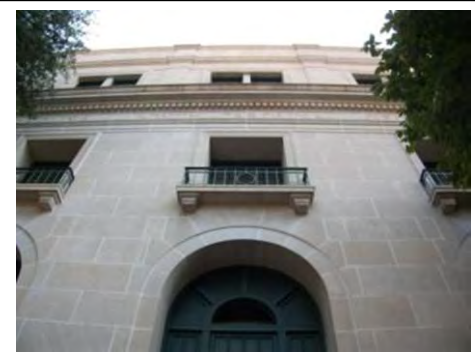


Left: A 1968 image of the
west side of Columbia's
building, by Russell Maxey
(*Richland Library*)

Below: A 1976 image of
Tunnel Vision by Blue Sky,
image by Russell Maxey
(*Richland Library*)

Bottom Left: Image of first
floor window in 1924
building, S. Richey.





Images by S. Richey
September 2013



S. Richey, Planning and Dev. Services, City of Columbia



CITY OF COLUMBIA
AGENDA MEMORANDUM

MEETING DATE: July 15, 2014

DEPARTMENT: Legal

FROM: *Shari Ardis, Legal Administrator*

SUBJECT: **ORDINANCE NO.: 2014-071** Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article V, Historic Preservation and Architectural Review, Division 4, Landmarks, Sec. 17-691 Buildings and sites list, (c), to add 1401 Hampton Street, Richland County TMS #11402-03-03

FINANCIAL IMPACT: N/A

ATTACHMENTS:

- 2014-071 amend Sec 17-691 Buildings and sites list (c) to add 1401 Hampton (PDF)

ORDINANCE NO.: 2014-071

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article V, Historic Preservation and Architectural Review, Division 4, Landmarks, Sec. 17-691 Buildings and sites list, (c), to add 1401 Hampton Street, Richland County TMS #11402-03-03

BE IT ORDAINED by the Mayor and Council this _____ day of _____, 2014, that the 1998 Code of Ordinances of The City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article V, Historic Preservation and Architectural Review, Division 4, Landmarks, Sec. 17-691, Buildings and sites list (c) is amended to add 1401 Hampton Street, Richland County TMS #11402-03-03.

Requested by:

Amy Moore, Planning

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

Assistant City Attorney

City Clerk

Introduced:

Final Reading:



CITY OF COLUMBIA
AGENDA MEMORANDUM

MEETING DATE: July 15, 2014

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: Amend Chapter 17-Article V - Historic Preservation and Architectural Review for updates and modifications.

PRESENTER: Krista Hampton

FINANCIAL IMPACT: N/A

ATTACHMENTS:

- ZPH_TA_HP_Updates (PDF)



CITY COUNCIL TEXT AMENDMENT CASE SUMMARY

AMEND CHAPTER 17, ARTICLE V. HISTORIC PRESERVATION AND ARCHITECTURAL REVIEW, FOR UPDATES AND MODIFICATIONS.

July 15, 2014

City Council Chambers, 3rd Floor
1737 Main Street, Columbia, SC 29201

Proposal:	Amend §17 - Article V – Historic Preservation and Architectural Review for updates and modifications
Applicant:	Krista M. Hampton, Director of Planning and Development Services
Affected Sections:	Amend §17 - Article V – Historic Preservation and Architectural Review
Staff Recommendation:	Approve
PC Recommendation:	Approve (6-0), 04/07/14

Detail: This text amendment is intended to allow certain reviews and approvals to move from the purview of the Design/Development Review Commission to Planning staff in order to provide more efficient customer service and to expedite projects in the city. As well, language throughout the document has been modified to provide greater clarity.

Please see accompanying documentation noting language modifications to Article V, Historic Preservation and Architectural Review – §17-652 through §17-674.

Pending Issues: None.

Staff Contact: Krista Hampton, Director of Planning and Development Services

Attachment: ZPH_TA_HP_Updates (1423 : Text Amendment - Chapter 17-Article V)

Proposed Amendments to City Code

Article V. Historic Preservation and Architectural Review

DIVISION 1

Section 17-652. Definitions.

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

Architectural conservation district means any area designated by the city council in accordance with section 17-654 as an area containing any physical features or improvements, or both, which:

- (1) Are of historical, social, cultural, architectural or aesthetic significance to the city; and
- (2) Cause such area to constitute a distinctive section of the city.

Building official means the building official of the city, or such person authorized by the building official of the city to issue building permits or zoning permits.

Commission means the commission provided for by section 17-653 and the staff of the commission.

Contributing means any building, structure, or object, **generally** 50 years old or older, which adds to the historical integrity or architectural qualities that make the historic district significant.

Demolition means the razing of any exterior architectural feature or structure, including its ruin by neglect of necessary maintenance or repairs, or either.

Exterior architectural feature means the site improvements and general architectural arrangement, or either, of such portion of the exterior of any structure as is designed to be open to view from any public street or way, including but not limited to:

- (1) The kind, color and texture of the material of such portion so open to view.
- (2) The type and design of all windows, doors, lights, signs and other fixtures appurtenant to such portion.
- (3) The location, adequacy and treatment of any vehicular access to such structure and open to view.

Historic commercial district means any area designated by the city council in accordance with section 17-654 as an area containing physical features or improvements, or both, which:

- (1) Were originally constructed for commercial use;
- (2) Are of historical, social, cultural, architectural or aesthetic significance to the city; and
- (3) Cause such an area to constitute a distinctive section of the city.

Improvement means any place, building, structure, fixture or object which in whole or part constitutes a visually significant exterior or interior physical betterment, adornment or enhancement of any real property.

Landmark means any physical feature or improvement designated by the city council in accordance with section 17-654 as a physical feature or improvement which in whole or part has historical, social, cultural, architectural or aesthetic significance to the city and the state, or the region, or the nation, and has been in existence for no fewer than 20 years.

Landmark district means any area designated by the city council in accordance with section 17-654 as an area containing any physical features or improvements, or both, which are of historical, social, cultural, architectural or aesthetic significance to the city, ~~and the state, or the region, or the nation,~~ and cause such area to constitute a distinctive section of the city.

Major alteration means a significant change to a building or site that may include but is not limited to enclosing a porch, building an addition, removing or adding openings, removing or altering large amounts of original material, and other alterations determined by the commission to be significant for the building or site.

Minor alteration means a change to a building or site that does not qualify as a major alteration, as determined by the commission.

Non-contributing means any building, structure, or object, less than 50 years old, which does not possess the historical integrity or architectural qualities that make the historic district significant, or a property or building 50 years old or older that has been significantly altered, or properties not associated with the period of significance for the district.

Protection area means any area designated by the city council in accordance with section 17-654 as an area which is contiguous to and constitutes an essential part of the physical environment of any architectural conservation district, landmark, or landmark district, or constitutes an area of significance in fostering good principles of urban design

as applied to the city-, or is an area of historical, social, cultural, architectural or aesthetic significance to the city.

Site improvement means all or any of the paving, steps, fencing and masonry walls of the site of any structure or landscape.

Structure means a structure as defined in the zoning ordinance of the city (article III of this chapter), together with any site improvements related thereto.
(Code 1979, § 6-8002; Ord. No. 94-16, 5-4-94; Ord. No. 98-079, 11-18-98; Ord. No. 2003-022, 4-2-03)

Cross reference—Definitions generally, § 1-2.

Sec. 17-653. Design and development review commission.

(a) *Established.* There is hereby created a board of architectural review pursuant to S.C. Code 1976, § 6-29-890, which shall be known as the Columbia Design and Development Review Commission (referred to in this article as the “DDRC” or the “commission”), which shall serve the functions and in the capacities set forth in this Code.

(b) *Purpose and duties.* The purposes of the commission shall be as follows:

- (1) Advise the city council upon the designation of landmarks, landmark districts, architectural conservation districts, and protection areas.
- (2) Carry out those regulatory duties relating to subsection (b)(1) of this section as set forth in this section.
- (3) Plan and direct continuing studies of areas, physical features and improvements in the city relating to urban design, historic preservation, beautification, civic improvement and other considerations in furtherance of this article, and in doing so, properly coordinate such plans and studies with the various departments and agencies of the city.
- (4) Engage in educational activities related to the furtherance of this article in order to promote appropriate urban design, historic preservation and conservation of historic or aesthetic features of the city.
- (5) Advise, assist and represent the best interest of the city in matters relating to coordination of and assistance to other public bodies and private interests in activities related to this article.
- (6) Advise and assist the city council in acquisition of any gift, grant, purchase, bequest, devise, lease, fee simple or lesser interest, development right, easement (including scenic easement), covenant or other contractual right which may accrue to the furtherance of the purposes of this article.

(7) Advise the city council in actions of eminent domain taken in furtherance of the purposes of this article.

(8) Upon request of the city council, manage, control and maintain any **property related to the purpose of this article or to the purposes of the commission.**

(9) Administer the design guidelines for the -DP, -ID, -DD, -NC, and -5P areas.

(c) *Membership.* The membership of the commission shall be as follows:

(1) *Number of members; qualifications of members.* The commission shall consist of not more than ten members, of whom at least one shall be an architect registered in the state, at least one shall be a lawyer admitted to practice before the supreme court of the state, at least one shall be experienced as an architectural historian, at least one shall be experienced as a city planner, at least one shall be a real estate developer or licensed real estate broker, and one shall be an architect with historic preservation experience and the remainder, if any, shall be persons who, by reason of other experience or education, shall be qualified for service on such commission.

(2) *Appointment of members; terms; vacancies.* Every such member shall be appointed by the city council and shall serve at the pleasure of the council for a term of three years. The commission may submit a list of recommended nominees to fill vacancies for consideration by the city council. No member of the commission may be appointed to serve for more than two successive terms.

(3) *Removal of members; compensation.* Members may be removed at any time with or without cause. Any member who fails to attend two consecutive meetings of the commission without giving ~~five~~ **three** days' advance written notice of conflict to the chairman and secretary of the commission shall be deemed to have abandoned his membership on the commission. No member shall receive compensation for his service on the commission, but he may be reimbursed for his actual expenses necessarily incurred in the performance of his official duties.

(d) *Rules of procedure; officers; records.* The procedures of the commission shall be as follows: The commission shall adopt, and from time to time may amend, bylaws concerning its internal management. Such bylaws and amendments must be approved by resolution of the city council. The commission shall elect one of its members as chairman and another as vice-chairman. The city manager shall designate an employee of the city to serve as its secretary. The records of the commission shall set forth every determination made by the commission, the vote of every member participating in such determination and the absence or failure to vote of every other member.

(Code 1979, § 6-8003; Ord. No. 94-16, 5-4-94; Ord. No. 97-58, 10-1-97; Ord. No. 98-079, 11-18-98; Ord. No. 99-011, § 1, 4-21-99; Ord. No. 2008-025, 6-18-08; Ord. No. 2009-036, 6-3-09)

Sec. 17-654. Designation of historic protection classifications.

(a) *Description of classifications.* It is the general intent of this article to ensure a proper relationship between appropriate urban design and historic preservation considerations on the one hand and flexibility of design creativity on the other hand. To that end, five protection classifications are hereby created, with the intent that each shall impose a different degree of regulation upon activities related to the intent of this article. Protection classifications are as enumerated in this subsection, in descending order of regulatory control.

- (1) *Landmark.* This classification shall be applied to buildings, structures, improvements or physical features which have historic, architectural, aesthetic, social or cultural significance to the city, the state, the region, or the nation. This classification shall not be applied unless the feature has been in existence for at least 20 years. This classification should be applied in order to protect such features from demolition, encroachment, removal to inappropriate sites, or other adverse actions which would endanger those qualities of the feature which impart its value as a landmark. It is anticipated that stringent control criteria would be applied for features given this classification.
- (2) *Landmark district.* This classification is intended to be applied to either of two types of areas:
 - a. To an area surrounding a landmark in order to protect the landmark; or
 - b. To an area not containing a landmark but which, because of a grouping of structures or other features, may be considered of substantial importance such that the district itself constitutes an outstanding and distinctive area worthy of protection. It is not required that any criteria of age of structures be established. It is anticipated that stringent control criteria would be applied within landmark districts.
- (3) *Architectural conservation district.* This classification is intended to be applied to areas which constitute distinctive sections of the city by virtue of groupings of architectural features, distinctive character of the district or distinctive function of the district. This classification should be applied when the regulatory intent is to preserve, conserve or enhance the character, function or environment of the district as contrasted to preservation of specific structures. It is anticipated that less stringent control criteria would be applied than for the landmark district.
- (4) *Historic commercial district.* This classification is intended to be applied to areas which constitute distinctive sections of the city by virtue of groupings of buildings and structures which were constructed originally for commercial uses. Typically these buildings originally housed retail, institutional, office or manufacturing uses. This classification should be applied when the regulatory intent is to

preserve, conserve or enhance the character, function or environment of the district as contrasted to specific structures. It is anticipated that control criteria equal in magnitude to that of the architectural conservation district would be applied. It is anticipated that less stringent control criteria would be applied than for the landmark district.

- (5) *Protection areas.* This classification is intended to be applied to areas which are less distinctively defined geographically, visually or physically than landmark districts, architectural conservation districts or historic commercial districts, but which nevertheless constitute essential portions of areas which should be subject to urban design regulations. This classification should be applied in areas where selective control of specified design characteristics and features is desired as a means of protecting the environs of districts which are distinctive in character or function. It is anticipated that minimal control of selected characteristics would be applied in protection areas.

(b) *Procedures for designation.* Prior to designation of any landmark, landmark district, architectural conservation district, historic commercial district or protection area, the DDRC shall submit a report to the city council recommending the location and boundaries of such designation. The report shall, in addition, recommend general standards for urban design and historic preservation control and other regulatory criteria consistent with the purpose of this article. Such standards and criteria shall take account of the differences in significance and purpose between landmarks, landmark districts, architectural conservation districts, historic commercial districts and protection areas as enumerated in subsection (a) of this section. These standards, or design guidelines, shall be made a material part of the designation and may be amended at the discretion of City Council after a duly held public hearing.

(Code 1979, Sec. 6-8004; Ord. No. 94-16, 5-4-94; Ord. No. 98-079, 11-18-98)

Sec. 17-655. Administration.

Upon adoption of urban design and historic preservation regulations by the city council, administration of the regulations shall take place as follows:

- (a) *Administration of historic preservation regulations.*
- (1) *Certificate of design approval.* Where required by ordinance or design guidelines, no construction, reconstruction, addition, alteration, relocation, repair, or demolition of any structure or site improvement, erection or replacement of any sign, marquee, awning or other exterior architectural feature, or attachment of any appurtenance to a landmark or to any other structure within a designated landmark district, architectural conservation district, historic commercial district or protection area shall be permitted unless a certificate of design approval has been appropriately issued therefore under the terms of the standards or design guidelines as adopted by the city council. For actions which do not require DDRC

certificate of design approval, as set forth in subsection (2) of this section, a zoning permit shall serve as a certificate of design approval. Interior alterations which require zoning and building permits do not require a certificate of design approval. A certificate of design approval shall be required whether or not a building permit is required.

(2) *Issuance of certificate of design approval.* A certificate of design approval shall be based upon the standards or design guidelines adopted by the city council for each historic district or landmark. Issuance shall be governed as follows:

- a. Issuance by the staff of the DDRC is permitted for:
 1. Minor repairs which require a building permit but do not alter the exterior appearance **or materials** of a building.
 2. Major repairs to buildings in all historic districts using like materials.
 3. Major repairs to individually designated landmarks using like materials at the option of staff and as set forth in this section.
 4. Additions **or enclosures** to buildings; **and** new structures ~~and fencing~~ in rear areas of property ~~not~~ **that are minimally** visible from the street.
 5. Alterations of exterior appearance **or materials** to noncontributing or nonhistoric buildings in historic districts.
 6. Signage for buildings in all historic districts except those that are individually designated as landmarks.
 7. Demolition **or relocation** of noncontributing buildings in historic districts.
 8. Fences and walls in Protection Areas, Architectural Conservation Districts, and Historic Commercial Districts.
 9. Site improvements, **driveways and parking areas** for contributing buildings in historic districts.
 10. The removal, replacement, or alteration of a non-original feature **with a feature consistent with the standards and guidelines for the district and appropriate to the building's period or style of construction.**
 11. **New construction of a shed or outbuilding that is less than 120 square feet.**
 12. **Demolition of a contributing building that has been catastrophically damaged by a fire or other disastrous event.**
 13. **Alterations or new construction to meet ADA or accessibility**

requirements.

14. Reconstruction of any exterior architectural feature that is missing or damaged and can be verified as original or as having reached architectural significance as verified by documentary evidence.

15. Minor alterations to an individual landmark or a contributing building in a historic district that comply with the guidelines or standards for that building or site.

b. Issuance shall be by the DDRC after a duly held public hearing for:

1. Major repairs to individually designated landmarks which utilize large quantities of replacement material.
2. Actions ~~or major alterations~~ which alter the exterior appearance ~~or materials~~ of individually designated ~~historic buildings~~ landmarks and contributing historic buildings in ~~historic districts~~ architectural conservation districts, historic commercial districts, and protection areas.
3. New construction in historic districts which is visible from the street.
4. Signage for all individually designated landmarks.
5. Demolition of all contributing historic buildings and all individually designated landmarks, ~~excepting those listed for staff review in subsection 17-655(a)(2).~~
6. Site improvements for individually designated landmarks.

~~All actions in historic commercial districts which are subject to review by the DDRC shall also be subject to the review of a subcommittee appointed by the mayor and council. This subcommittee shall consist of seven individuals who are deemed to have a substantial interest in the functioning of the particular historic commercial district. This subcommittee shall only serve in an advisory capacity to the DDRC concerning applications for certificates of design approval made for properties in the particular district they represent. The subcommittee members shall also be appointed and serve as stated in subsections 17-653(c)(2) and (3).~~

- c. Certificates of design approval which may be issued by the staff may be deferred for commission action, and any issuance or denial of a certificate of design approval may be appealed to the commission by any party at interest.

(b) *Administration of -DD area design guidelines.*

- (1) *Issuance of zoning and building permits.* No zoning permit or building permit shall be issued for any construction, reconstruction, alteration, repair or demolition of any structure, erection or replacement of any sign marquee, awning or other exterior architectural feature, or attachment of any appurtenance to any structure within the -DD design/development area unless a certificate of design approval has been issued therefore under the terms of the design guidelines as adopted by the city council. Interior alterations which require zoning and building permits do not require a certificate of design approval.
- (2) *Issuance of certificate of design approval.* Issuance of a certificate of design approval shall be based upon the requirements set forth in design guidelines adopted by the city council. Issuance shall be governed as follows:
 - a. Issuance by the staff of the DDRC is permitted for any project involving construction of new buildings of less than 50,000 square feet or renovation or new construction of less than \$500,000.00;
 - b. Issuance shall be by the DDRC after a duly held public hearing for any project involving construction of new buildings of greater than 50,000 square feet or renovation or new construction of more than \$500,000.00.
 - c. Certificates of design approval which may be issued by the staff may be deferred for commission action, and any issuance or denial of a certificate of design approval may be appealed to the commission by any party at interest.
- (c) *Administration of -5P design guidelines.*
 - (1) *Issuance of zoning and building permits.* No zoning or building permit shall be issued for any construction, reconstruction, or alteration of any structure, erection or replacement of any sign, awning, or other exterior architectural feature, or attachment of any appurtenance to any structure within the -5P area unless a certificate of design approval has been issued therefore under the terms of the design guidelines as adopted by the city council. Interior alterations which require zoning and building permits do not require a certificate of design approval.
 - (2) *Issuance of certificate of design approval.* Issuance of a certificate of design approval shall be based on the requirements set forth in design guidelines adopted by the city council. Issuance shall be governed as follows:
 - a. Issuance by the staff of the DDRC is permitted for any project involving construction of new buildings of less than 5,000 square feet, AND less than 35 feet in height, AND for renovations or new construction not exceeding \$500,000.00 as listed on the permit.
 - b. Issuance shall be by the DDRC after a duly held public hearing for any project involving construction of new buildings of greater than 5,000 square feet, or

with a height of greater than 35 feet, or renovation or new construction of more than \$500,000.00 as listed on the permit.

- c. Certificates of design approval which may be issued by the staff may be deferred for commission action, and any issuance or denial of a certificate of design approval may be appealed to the commission by any party of interest.

(d) *Administration of -ID design guidelines.*

- (1) *Issuance of zoning and building permits.* No zoning or building permit shall be issued for any construction, reconstruction, or alteration of any structure, erection or replacement of any sign, awning, or other exterior architectural feature, or attachment of any appurtenance to any structure within the -ID area unless a certificate of design approval has been issued therefore under the terms of the design guidelines as adopted by the city council. Interior alterations which require zoning and building permits do not require a certificate of design approval.
- (2) *Issuance of certificate of design approval.* Issuance of a certificate of design approval shall be based on the requirements set forth in design guidelines adopted by the city council. Issuance shall be governed as follows:
 - a. Issuance by the staff of the DDRC is permitted for any project involving construction of new buildings of less than 50,000 square feet, or renovation or new construction of less than \$660,000.00. This dollar figure shall change monthly in accordance with the latest monthly non-preliminary Producer Price Index (PPI) for "materials and components for construction" as published by the U.S. Department of Labor, Bureau of Statistics. The base figure for this calculation is \$660,000.00 as of July, 2009.
 - b. Issuance shall be by the DDRC after a duly held public hearing for any project involving construction of new buildings of greater than 50,000 square feet, or renovation or new construction of more than \$660,000.00. This dollar figure shall change monthly in accordance with the latest monthly non-preliminary Producer Price Index (PPI) for "materials and components for construction" as published by the U.S. Department of Labor, Bureau of Statistics. The base figure for this calculation is \$660,000.00 as of July, 2009.
 - c. Certificates of design approval which may be issued by the staff may be deferred for commission action, and any issuance or denial of a certificate of design approval may be appealed to the commission by any party of interest.
- (d) *Certificate conditions.* Appropriate conditions may be attached to the certificate of design approval as the commission may find necessary or desirable to effect the purposes of this article, and the commission may modify or remove any such conditions.

(1) *Appeals.*

- a. Appeals from actions of the staff of the DDRC shall be taken to the DDRC.
- b. Appeals from actions of the DDRC shall be taken to a court of competent jurisdiction within a period of 30 days following the date of determination of the action appealed.
(Code 1979, § 6-8005; Ord. No. 94-16, 5-4-94; Ord. No. 94-83, 11-30-94; Ord. No. 98-079, 11-18-98; Ord. No. 2003-022, 4-2-03; Ord. No. 2008-025, 6-18-08 Ord. No. 2009-006, 3-4-09; Ord. No. 2009-036, 6-3-09)

Section 17-674. Review process.

(a) *Notice of public hearing.* The DDRC shall cause public notice to be given on all actions listed in section 17-655(a)(2)b.

(b) *Materials to be submitted for review.* Where the DDRC deems it necessary, in order to pass upon a particular proposal in a DP district, it may require submission of any or all of the following, among other necessary items, as part of the application for review: architectural plans, plot plans, landscaping plans, plans for off-street parking, proposed signs, and elevations of proposed structures. Additionally, in any historic commercial districts or for any proposals of multi-family structures, landscaping plans and elevation photographs or drawings showing proposed structures and all such existing structures as are within 500 feet of the proposed structure and are substantially related to it visually or by reason of function, traffic generation or other characteristics, may be required.

(c) *Matters to be considered by commission.* In its review of material submitted with applications for approval, the commission shall examine the architectural design, the exterior surface treatment, the arrangement and location of buildings and structures on the site in question and their relation to other buildings and structures within the district involved, and other pertinent factors affecting the appearance and efficient functioning of the district. In the DP districts, the commission shall not approve any proposed building or structure separately or in relation to its premises as proposed to be arranged, landscaped or constructed which would adversely affect the primary character of the district involved or the setting of public or quasi-public historical buildings or landmarks on which public or private monies have been or are proposed to be spent. The commission shall endeavor to ensure that the exterior appearance and arrangement of buildings, structures and premises in these districts will:

- (1) Enhance the attractiveness and functioning of each district in keeping with its purpose and intent;
- (2) Encourage the orderly and harmonious development of each district; and
- (3) Enhance and protect the public and private investment and general value of lands and improvements within the district.

(d) *Criteria for review of design of structures and sites.*

Issuance of a certificate of design approval shall be based upon the requirements set forth in the standards or design guidelines adopted by the city council for each historic district. For individual landmarks, the Governor's Mansion Protection Area, Elmwood Park Architectural Conservation District, and the Landmark District, the Secretary of the Interior's Standards for ~~Preservation~~ **Rehabilitation** as amended and listed below shall serve as guidelines until such time as design guidelines may be written and adopted by City Council for each local historic district. The Standards are to be applied to specific rehabilitation projects, taking into account the designation level of each district.

- (1) ~~a-~~ For landmark districts **and individual landmarks**, the historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
- (2) ~~b-~~ In architectural conservation districts and protection areas, the historic character of a district shall be retained and preserved through the preservation of historic materials and features which characterize the historic district.
- (3) ~~c-~~ For individual landmarks and the landmark district, each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
- (4) Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
- (5) Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.
- (6) Deteriorated historic features shall be repaired rather than replaced. Where ~~the severity of~~ **severe** deterioration **or complete loss** requires replacement of a distinctive feature, the new feature shall match the old in design, color, **finish**, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence, **and character-defining features that have been lost due to intentional damage, removal or neglect shall be rebuilt.**
- (7) Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
- (8) New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale,

and architectural features to protect the historic integrity of the property and its environment.

- (9) New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

For new construction, the Standards shall be used in conjunction with the following review items used for new construction in historic districts with established guidelines:

In the event of any conflict between the provisions of the code adopted by this section and guidelines established for an architectural conservation district, protection area, or historic commercial district, then the guidelines shall prevail and be controlling.

- (1) Height: Construct new buildings to a height that is compatible with the height of surrounding historic buildings.
- (2) Size and scale: The size and scale of a new building shall be visually compatible with surrounding buildings.
- (3) Massing: Arrange the mass of a new building (the relationship of solid components (ex. walls, columns, etc.) to open spaces (ex. windows, doors arches)) so that it is compatible with existing historic buildings on the block or street.
- (4) Directional expression: Site the entrance of the building so that it is compatible with surrounding buildings.
- (5) Setback: Locate the new building on the site so that the distance of the structure from the right of way is similar to adjacent structures.
- (6) Sense of entry: Place the main entrance and the associated architectural elements (porches, steps, etc.) so that they are compatible to surrounding structures. The main entrance shall be constructed with covered porches, porticos, or other architectural forms that are found on historic structures on the block or street.
- (7) Rhythm of openings: Construct new buildings so that the relationship of width to height of windows and doors, and the rhythm of solids to voids is visually compatible with historic buildings on the block or street. Maintain a similar ratio of height to width in the bays of the façade.
- (8) Roof shape: Use roof shapes, pitches, and materials that are visually compatible with those of surrounding buildings.
- (9) Materials, textures, details: Use materials, textures, and architectural features that are visually compatible with those of historic buildings on the block or street.

(e) *Criteria for review of requests for demolition permits.* The following criteria shall be used as a guideline by the DDRC **or its staff** for review of all requests for demolition permits. The commission may require the applicant to provide certain information dealing with the criteria. The type of information which may be required is detailed in the commission's rules and regulations; however, only that information which is reasonably available to owners may be required.

- (1) The historic or architectural significance of a building, structure or object;
- (2) A determination of whether the subject property is capable of earning a reasonable economic return on its value without the demolition, with consideration being given to economic impact to the property owner of the subject property;
- (3) The importance of the building, structure or object to the ambience of a district;
- (4) Whether the building, structure or object is one of the last remaining examples of its kind in the neighborhood, the city or the region;
- (5) Whether there are definite plans for reuse of the property if the proposed demolition is carried out, and what the effect of those plans on the character of the surrounding area would be;
- (6) The existing structural condition, history of maintenance and use of the property, whether it endangers public safety, and whether the city is requiring its demolition
- (7) Whether the building or structure is able to be relocated, and whether a site for relocation is available; and
- (8) ~~Whether the building or structure is under orders from the city to be demolished, and this criterion shall be given more significance than the criteria mentioned in subsections (1) through (7) of this subsection.~~ **Whether the building or structure is under orders from the city to be demolished due to severe structural deficiencies, and this criterion shall have added significance in comparison to the criteria mentioned in subsections (1) through (7) of this subsection.**

(f) *Criteria for review of driveways and vehicular parking areas.* The DDRC **or its staff**, in their review of all construction or alteration of driveways or other vehicular parking areas in residentially zoned DP districts located in the front or secondary front yard, shall use criteria which includes, but is not limited to the following:

- (1) Unless a showing of extraordinary and exceptional conditions pertaining to the piece of property can be shown, the amount of allowable area paved for the use of a driveway or a vehicular parking area shall be limited to a width of twelve (12)

feet measured with a straight line that runs parallel to the front or secondary front lot line.

- (2) The designated vehicular parking area or driveway shall be placed so as to minimize its visual impact on the primary structure.
- (3) Driveways and vehicular parking areas shall be compatible with the existing building and the site and setting of the historic district, taking into account the level of designation. Appropriate materials are:
 - a. Protection area: Brick pavers, ~~cobblestones~~, concrete pavers, granite, concrete, asphalt, sand, gravel, or crushed stone.
 - b. Architectural conservation district: Brick pavers, ~~cobblestones~~, granite and concrete
 - c. Landmark district and individual landmarks: Brick pavers, ~~cobblestones~~, granite and concrete are appropriate. For individual landmarks, other materials may be approved by the Commission after a finding of fact that the materials in question are historically correct for the subject property.

(Code 1979, § 6-8015; Ord. No. 93-85, 10-6-93; Ord. No. 98-079, 11-18-98; Ord. No. 2003-022, 4-2-03)

Editor's note—Ord. No. 2003-022, adopted April 2, 2003 repealed former § 17-674 in its entirety and renumbered former §§ 17-765—17-678 as §§ 17-674—17-678. Repealed former § 17-674 pertained to action requiring review by DDRC and derived from the Code of 1979 and Ord. No. 98-079, adopted Nov 18, 1998.



CITY OF COLUMBIA
AGENDA MEMORANDUM

MEETING DATE: July 15, 2014

DEPARTMENT: Legal

FROM: *Shari Ardis, Legal Administrator*

SUBJECT: **ORDINANCE NO.: 2014-076 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article V, Historic Preservation and Architectural Review, Division 1, Generally, Sec. 17-652 Definitions, Sec. 17-653 Design and development review commission and Sec. 17-655 Administration; and Division 2, Preservation Standards for Landmarks and Design Protection Districts, Sec. 17-674 Review process**

FINANCIAL IMPACT: N/A

ATTACHMENTS:

- 2014-076 amend Ch 17 Historic Preservation-Architectural Review - Article V Div 1 & Div 2 (PDF)

ORDINANCE NO.: 2014-076

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article V, Historic Preservation and Architectural Review, Division 1, Generally, Sec. 17-652 Definitions, Sec. 17-653 Design and development review commission and Sec. 17-655 Administration; and Division 2, Preservation Standards for Landmarks and Design Protection Districts, Sec. 17-674 Review process

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2014, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article V, Historic Preservation and Architectural Review, Division 1, Generally, Sec. 17-652 Definitions, Sec. 17-653 Design and development review commission and Sec. 17-655 Administration, and Division 2, Preservation Standards for Landmarks and Design Protection Districts, Sec. 17-674 Review process, are amended to read as follows:

Section 17-652. Definitions.

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

Words to have customary meanings. The words and phrases used in this article shall have their customary meanings, or shall be defined as defined in a standard dictionary, except for the specific words and phrases as defined in this article.

Architectural conservation district means any area designated by the city council in accordance with section 17-654 as an area containing any physical features or improvements, or both, which:

- (1) Are of historical, social, cultural, architectural or aesthetic significance to the city; and
- (2) Cause such area to constitute a distinctive section of the city.

Building official means the building official of the city, or such person authorized by the building official of the city to issue building permits or zoning permits.

Commission means the commission provided for by section 17-653 and the staff of the commission.

Contributing means any building, structure, or object, generally 50 years old or older, which adds to the historical integrity or architectural qualities that make the historic district significant.

Demolition means the razing of any exterior architectural feature or structure, including its ruin by neglect of necessary maintenance or repairs, or either.

Exterior architectural feature means the site improvements and general architectural arrangement, or either, of such portion of the exterior of any structure as is designed to be open to view from any public street or way, including but not limited to:

- (1) The kind, color and texture of the material of such portion so open to view.
- (2) The type and design of all windows, doors, lights, signs and other fixtures appurtenant to such portion.
- (3) The location, adequacy and treatment of any vehicular access to such structure and open to view.

Historic commercial district means any area designated by the city council in accordance with section 17-654 as an area containing physical features or improvements, or both, which:

- (1) Were originally constructed for commercial use;
- (2) Are of historical, social, cultural, architectural or aesthetic significance to the city; and
- (3) Cause such an area to constitute a distinctive section of the city.

Improvement means any place, building, structure, fixture or object which in whole or part constitutes a visually significant exterior or interior physical betterment, adornment or enhancement of any real property.

Landmark means any physical feature or improvement designated by the city council in accordance with section 17-654 as a physical feature or improvement which in whole or part has historical, social, cultural, architectural or aesthetic significance to the city and the state, or the region, or the nation, and has been in existence for no fewer than 20 years.

Landmark district means any area designated by the city council in accordance with section 17-654 as an area containing any physical features or improvements, or both, which are of historical, social, cultural, architectural or aesthetic significance to the city, and the state, or the region, or the nation, and cause such area to constitute a distinctive section of the city.

Major alteration means a significant change to a structure or site that may include but is not limited to enclosing a porch, building an addition, removing or adding openings, removing or altering large amounts of original material, and other alterations determined by the commission to be significant for the building or site.

Minor alteration means a change to a building or site that does not qualify as a major alteration, as determined by the commission.

Non-contributing means any building, structure, or object, less than 50 years old, which does not possess the historical integrity or architectural qualities that make the historic district significant, or a property or building 50 years old or older that has been significantly altered, or properties not associated with the period of significance for the district.

Protection area means any area designated by the city council in accordance with section 17-654 as an area which is contiguous to and constitutes an essential part of the physical environment of any architectural conservation district, landmark, or landmark district, or constitutes an area of significance in fostering good principles of urban design as applied to the city, or is an area of historical, social, cultural, architectural or aesthetic significance to the city.

Site improvement means all or any of the paving, steps, fencing and masonry walls of the site of any structure or landscape.

Structure means a structure as defined in the zoning ordinance of the city (article III of this chapter), together with any site improvements related thereto.

Sec. 17-653. Design and development review commission.

(a) *Established.* There is hereby created a board of architectural review pursuant to S.C. Code 1976, § 6-29-890, which shall be known as the Columbia Design and Development Review Commission (referred to in this article as the "DDRC" or the "commission"), which shall serve the functions and in the capacities set forth in this Code.

(b) *Purpose and duties.* The purposes of the commission shall be as follows:

- (1) Advise the city council upon the designation of landmarks, landmark districts, architectural conservation districts, and protection areas.
- (2) Carry out those regulatory duties relating to subsection (b)(1) of this section as set forth in this section.
- (3) Plan and direct continuing studies of areas, physical features and improvements in the city relating to urban design, historic preservation, beautification, civic improvement and other considerations in furtherance of this article, and in doing so, properly coordinate such plans and studies with the various departments and agencies of the city.

- (4) Engage in educational activities related to the furtherance of this article in order to promote appropriate urban design, historic preservation and conservation of historic or aesthetic features of the city.
- (5) Advise, assist and represent the best interest of the city in matters relating to coordination of and assistance to other public bodies and private interests in activities related to this article.
- (6) Advise and assist the city council in acquisition of any gift, grant, purchase, bequest, device, lease, fee simple or lesser interest, development right, easement (including scenic easement), covenant or other contractual right which may accrue to the furtherance of the purposes of this article.
- (7) Advise the city council in actions of eminent domain taken in furtherance of the purposes of this article.
- (8) Upon request of the city council, manage, control and maintain any property related to the purpose of this article or to the purposes of the commission.
- (9) Administer the design guidelines for the -DP, -ID, -DD, -NC, and -5P areas.

(c) *Membership.* The membership of the commission shall be as follows:

- (1) *Number of members; qualifications of members.* The commission shall consist of not more than ten members, of whom at least one shall be an architect registered in the state, at least one shall be a lawyer admitted to practice before the supreme court of the state, at least one shall be experienced as an architectural historian, at least one shall be experienced as a city planner, at least one shall be a real estate developer or licensed real estate broker, and one shall be an architect with historic preservation experience and the remainder, if any, shall be persons who, by reason of other experience or education, shall be qualified for service on such commission.
- (2) *Appointment of members; terms; vacancies.* Every such member shall be appointed by the city council and shall serve at the pleasure of the council for a term of three years. The commission may submit a list of recommended nominees to fill vacancies for consideration by the city council. No member of the commission may be appointed to serve for more than two successive terms.
- (3) *Removal of members; compensation.* Members may be removed at any time with or without cause. Any member who fails to attend two consecutive meetings of the commission without giving five ~~three~~ days' advance written notice of conflict to the chairman and secretary of the commission shall be deemed to have abandoned his membership on the commission. No member shall receive compensation for his service on the commission, but he may be reimbursed for his actual expenses necessarily incurred in the performance of his official duties.

(d) *Rules of procedure; officers; records.* The procedures of the commission shall be as follows: The commission shall adopt, and from time to time may amend, bylaws concerning its internal management. Such bylaws and amendments must be approved by resolution of the city council. The commission shall elect one of its members as chairman and another as vice-chairman. The city manager shall designate an employee of the city to serve as its secretary. The records of the commission shall set forth every determination made by the commission, the vote of every member participating in such determination and the absence or failure to vote of every other member.

Sec. 17-655. Administration.

Upon adoption of urban design and historic preservation regulations by the city council, administration of the regulations shall take place as follows:

(a) *Administration of historic preservation (-DP) regulations.*

- (1) *Certificate of design approval.* Where required by ordinance or design guidelines, no construction, reconstruction, addition, alteration, relocation, repair, or demolition of any structure or site improvement, erection or replacement of any sign, marquee, awning or other exterior architectural feature, or attachment of any appurtenance to a landmark or to any other structure within a designated landmark district, architectural conservation district, historic commercial district or protection area shall be permitted unless a certificate of design approval has been appropriately issued therefore under the terms of the standards or design guidelines as adopted by the city council. For actions which do not require DDRC certificate of design approval, as set forth in subsection (2) of this section, a zoning permit shall serve as a certificate of design approval. Interior

alterations which require zoning and building permits do not require a certificate of design approval. A certificate of design approval shall be required whether or not a building permit is required.

(2) *Issuance of certificate of design approval.* A certificate of design approval shall be based upon the standards or design guidelines adopted by the city council for each historic district or landmark protection classification as set forth in section 17-654. Issuance shall be governed as follows:

a. Issuance by the staff of the DDRC is permitted for:

1. ~~Minor~~ Repairs which require a building permit but do not alter the exterior appearance or materials of a building.
2. ~~Major~~ Repairs to buildings in all historic districts using like materials.
3. Major repairs to individually designated landmarks using like materials at the option of staff and as set forth in this section.
4. Additions or enclosures to buildings, and new structures and fencing in rear areas of property ~~not that are minimally visible from the street.~~
5. Alterations of exterior appearance or materials to ~~noncontributing or non-historic~~ buildings in historic districts.
6. Signage for buildings in all historic districts ~~except those that are individually designated as landmarks.~~
7. Demolition or relocation of noncontributing buildings in historic districts.
8. Fences and walls in Protection Areas, Architectural Conservation Districts, and Historic Commercial Districts.
9. Site improvements, driveways, and parking areas for contributing buildings in historic districts.
10. The removal, replacement, or alteration of a non-original feature with a feature consistent with the standards and guidelines for the district and appropriate to the building's period or style of construction.
11. New construction of a shed or outbuilding that is less than 120 square feet.
12. Demolition of a contributing building that has been catastrophically damaged by a fire or other disastrous event.
13. Alterations or new construction to meet ADA or accessibility requirements.
14. Reconstruction of any exterior architectural feature that is missing or damaged and can be verified as original or as having reached architectural significance as verified by documentary evidence.
15. Minor alterations to an individual landmark or a contributing building in a historic district that comply with the guidelines or standards for that building or site.

b. Issuance shall be by the DDRC after a duly held public hearing for:

1. ~~Major~~ Repairs to individually designated landmarks which utilize large quantities of replacement material.
2. ~~Actions~~ Major alterations which alter the exterior appearance or materials of individually designated historic buildings landmarks and contributing historic buildings in historic districts landmark districts, architectural conservation districts, historic commercial districts, and protection areas.
3. New construction in historic districts which is visible from the street.
4. Signage for all individually designated landmarks.
5. Demolition of all contributing historic buildings and all individually designated landmarks, excepting those listed for staff review in subsection 17-655(a)(2).
6. Site improvements for individually designated landmarks.

~~All actions in historic commercial districts which are subject to review by the DDRC shall also be subject to the review of a subcommittee appointed by the mayor and council. This subcommittee shall consist of seven individuals who are deemed to have a substantial interest in the functioning of the particular historic commercial district. This subcommittee shall only serve in an advisory capacity to the DDRC concerning applications for certificates of design approval made for properties in the particular district they represent. The subcommittee members shall also be appointed and serve as stated in subsections 17-653(c)(2) and (3).~~

c. Certificates of design approval which may be issued by the staff may be deferred for commission action, and any issuance or denial of a certificate of design approval may be appealed to the commission by any party at interest.

(b) *Administration of -DD area design guidelines.*

(1) *Issuance of zoning and building permits.* No zoning permit or building permit shall be issued for any construction, reconstruction, alteration, repair or demolition of any structure, erection or replacement of any sign marquee, awning or other exterior architectural feature, or attachment of any appurtenance to any structure within the -DD design/development area unless a certificate of design approval has been issued therefore under the terms of the design guidelines as adopted by the city council. Interior alterations which require zoning and building permits do not require a certificate of design approval.

(2) *Issuance of certificate of design approval.* Issuance of a certificate of design approval shall be based upon the requirements set forth in design guidelines adopted by the city council. Issuance shall be governed as follows:

a. Issuance by the staff of the DDRC is permitted for any project involving construction of new buildings of less than 50,000 square feet or renovation or new construction of less than \$500,000.00;

b. Issuance shall be by the DDRC after a duly held public hearing for any project involving construction of new buildings of greater than 50,000 square feet or renovation or new construction of more than \$500,000.00.

c. Certificates of design approval which may be issued by the staff may be deferred for commission action, and any issuance or denial of a certificate of design approval may be appealed to the commission by any party at interest.

(c) *Administration of -5P design guidelines.*

(1) *Issuance of zoning and building permits.* No zoning or building permit shall be issued for any construction, reconstruction, or alteration of any structure, erection or replacement of any sign, awning, or other exterior architectural feature, or attachment of any appurtenance to any structure within the -5P area unless a certificate of design approval has been issued therefore under the terms of the design guidelines as adopted by the city council. Interior alterations which require zoning and building permits do not require a certificate of design approval.

(2) *Issuance of certificate of design approval.* Issuance of a certificate of design approval shall be based on the requirements set forth in design guidelines adopted by the city council. Issuance shall be governed as follows:

a. Issuance by the staff of the DDRC is permitted for any project involving construction of new buildings of less than 5,000 square feet, AND less than 35 feet in height, AND for renovations or new construction not exceeding \$500,000.00 as listed on the permit.

b. Issuance shall be by the DDRC after a duly held public hearing for any project involving construction of new buildings of greater than 5,000 square feet, or with a height of greater than 35 feet, or renovation or new construction of more than \$500,000.00 as listed on the permit.

c. Certificates of design approval which may be issued by the staff may be deferred for commission action, and any issuance or denial of a certificate of design approval may be appealed to the commission by any party of interest.

(d) *Administration of -ID design guidelines.*

(1) *Issuance of zoning and building permits.* No zoning or building permit shall be issued for any construction, reconstruction, or alteration of any structure, erection or replacement of any sign, awning, or other exterior architectural feature, or attachment of any appurtenance to any structure within the -ID area unless a certificate of design approval has been issued therefore under the terms of the design guidelines as adopted by the city council. Interior alterations which require zoning and building permits do not require a certificate of design approval.

(2) *Issuance of certificate of design approval.* Issuance of a certificate of design approval shall be based on the requirements set forth in design guidelines adopted by the city council. Issuance shall be governed as follows:

- a. Issuance by the staff of the DDRC is permitted for any project involving construction of new buildings of less than 50,000 square feet, or renovation or new construction of less than \$660,000.00. This dollar figure shall change monthly in accordance with the latest monthly non-preliminary Producer Price Index (PPI) for "materials and components for construction" as published by the U.S. Department of Labor, Bureau of Statistics. The base figure for this calculation is \$660,000.00 as of July, 2009.
- b. Issuance shall be by the DDRC after a duly held public hearing for any project involving construction of new buildings of greater than 50,000 square feet, or renovation or new construction of more than \$660,000.00. This dollar figure shall change monthly in accordance with the latest monthly non-preliminary Producer Price Index (PPI) for "materials and components for construction" as published by the U.S. Department of Labor, Bureau of Statistics. The base figure for this calculation is \$660,000.00 as of July, 2009.
- c. Certificates of design approval which may be issued by the staff may be deferred for commission action, and any issuance or denial of a certificate of design approval may be appealed to the commission by any party of interest.

(e) *Administration of -NC design guidelines.*

(1) *Issuance of zoning and building permits.* No zoning or building permit shall be issued for any construction, reconstruction, or alteration of any structure, erection or replacement of any sign, awning, or other exterior architectural feature, or attachment of any appurtenance to any structure within the -NC area unless a certificate of design approval has been issued therefore under the terms of the design guidelines as adopted by the city council. Interior alterations and/or additions not visible from the public right-of-way which require zoning and building permits do not require a certificate of design approval.

(2) *Issuance of certificate of design approval.* Issuance of a certificate of design approval shall be based on the requirements set forth in design guidelines adopted by the city council. Issuance shall be governed as follows:

a. Issuance by the staff of the DDRC is permitted for:

1. Additions up to and including 25 percent of gross floor area.
2. Reduction or expansion in size of openings in walls visible from the public right-of-way.
3. Site improvements.
4. Change in roof pitch.
5. Change in exterior materials.
6. Signage.

b. Issuance shall be by the DDRC after a duly held public hearing is permitted for:

7. New construction and/or additions greater than 25 percent of gross floor area.
8. Projects involving the granting or establishment of a special exception, variance, or Planned Unit Development.

c. Certificates of design approval which may be issued by the staff may be deferred for commission action, and any issuance or denial of a certificate of design approval may be appealed to the commission by any party of interest.

(f) *Certificate conditions.* Appropriate conditions may be attached to the certificate of design approval as the commission may find necessary or desirable to effect the purposes of this article, and the commission may modify or remove any such conditions.

(1) *Appeals.*

- a. Appeals from actions of the staff of the DDRC shall be taken to the DDRC.
- b. Appeals from actions of the DDRC shall be taken to a court of competent jurisdiction within a period of 30 days following the date of determination of the action appealed.

DIVISION 2. PRESERVATION STANDARDS FOR LANDMARKS AND DESIGN PROTECTION DISTRICTS

Section 17-674. Review process.

(a) *Notice of public hearing.* The DDRC shall cause public notice to be given on all actions listed in section 17-655(a)(2)b.

(b) *Materials to be submitted for review.* Where the DDRC deems it necessary, in order to pass upon a particular proposal in a DP district, it may require submission of any or all of the following, among other necessary items, as part of the application for review: architectural plans, plot plans, landscaping plans, plans for off-street parking, proposed signs, and elevations of proposed structures. Additionally, in any historic commercial districts or for any proposals of multi-family structures, landscaping plans and elevation photographs or drawings showing proposed structures and all such existing structures as are within 500 feet of the proposed structure and are substantially related to it visually or by reason of function, traffic generation or other characteristics, may be required.

(c) *Matters to be considered by commission.* In its review of material submitted with applications for approval, the commission shall examine the architectural design, the exterior surface treatment, the arrangement and location of buildings and structures on the site in question and their relation to other buildings and structures within the district involved, and other pertinent factors affecting the appearance and efficient functioning of the district. In the DP districts, the commission shall not approve any proposed building or structure separately or in relation to its premises as proposed to be arranged, landscaped or constructed which would adversely affect the primary character of the district involved or the setting of public or quasi-public historical buildings or landmarks on which public or private monies have been or are proposed to be spent. The commission shall endeavor to ensure that the exterior appearance and arrangement of buildings, structures and premises in these districts will:

- (1) Enhance the attractiveness and functioning of each district in keeping with its purpose and intent;
- (2) Encourage the orderly and harmonious development of each district; and
- (3) Enhance and protect the public and private investment and general value of lands and improvements within the district.

(d) *Criteria for review of design of structures and sites.*

(1) Issuance of a certificate of design approval shall be based upon the requirements set forth in the standards or design guidelines adopted by the city council for each historic district. For individual landmarks, the Governor's Mansion Protection Area, Elmwood Park Architectural Conservation District, and the Landmark District, the Secretary of the Interior's Standards for Preservation-Rehabilitation, as amended and listed below (the "Standards"), shall serve as guidelines until such time as design guidelines may be written and adopted by City Council for each local historic district. The Standards are to be applied to specific rehabilitation projects, taking into account the designation level of each district.

(4) a. For landmark districts and individual landmarks, the historic character

of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.

b. In architectural conservation districts and protection areas, the historic character of a district shall be retained and preserved through the preservation of historic materials and features which characterize the historic district.

c. For individual landmarks and the landmark district, each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

(4) d. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

(5) e. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.

(6) f. Deteriorated historic features shall be repaired rather than replaced. Where ~~the severity of~~ severe deterioration or complete loss requires replacement of a distinctive feature, the new feature shall match the old in design, color, finish, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence, and character-defining features that have been lost due to intentional damage, removal or neglect shall be rebuilt.

(7) g. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

(8) h. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

(9) i. New additions and adjacent or related new construction ~~shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.~~

1. Criteria for review of new construction. For new construction, the Standards shall be used in conjunction with the following review items ~~used for new construction in historic districts without~~ established guidelines:

(1) a. Height: Construct new buildings to a height that is compatible with the height of surrounding historic buildings.

(2) b. Size and scale: The size and ~~scale~~ of a new building shall be visually compatible with surrounding buildings.

(3) c. Massing: Arrange the mass of a new building (the relationship of solid components (ex. walls, columns, etc.) to open spaces (ex. windows, doors arches)) so that it is compatible with existing historic buildings on the block or street.

(4) d. Directional expression: Site the entrance of the building so that it is compatible with surrounding buildings.

(5) e. Setback: Locate the new building on the site so that the distance of the structure from the right of way is similar to adjacent structures.

(6) f. Sense of entry: Place the main entrance and the associated architectural elements (porches, steps, etc.) so that they are compatible to surrounding structures. The main entrance shall be constructed with covered porches, porticos, or other architectural forms that are found on historic structures on the block or street.

(7) g. Rhythm of openings: Construct new buildings so that the relationship of width to height of windows and doors, and the rhythm of solids to voids is visually compatible with historic buildings on the block or street. Maintain a similar ratio of height to width in the bays of the façade.

(8) h. Roof shape: Use roof shapes, pitches, and materials that are visually compatible with those of surrounding buildings.

(9) i. Materials, textures, details: Use materials, textures, and architectural features that are visually compatible with those of historic buildings on the block or street.

(e) Criteria for review of requests for demolition permits. The following criteria shall be used as a guideline by the DDRC or its staff for review of all requests for demolition permits. The commission may require the applicant to provide certain information dealing with the criteria. The type of information which may be required is detailed in the commission's rules and regulations; however, only that information which is reasonably available to owners may be required.

- (1) The historic or architectural significance of a building, structure or object;
- (2) A determination of whether the subject property is capable of earning a reasonable economic return on its value without the demolition, with consideration being given to economic impact to the property owner of the subject property;
- (3) The importance of the building, structure or object to the ambience of a district;
- (4) Whether the building, structure or object is one of the last remaining examples of its kind in the neighborhood, the city or the region;
- (5) Whether there are definite plans for reuse of the property if the proposed demolition is carried out, and what the effect of those plans on the character of the surrounding area would be;
- (6) The existing structural condition, history of maintenance and use of the property, whether it endangers public safety, and whether the city is requiring its demolition
- (7) Whether the building or structure is able to be relocated, and whether a site for relocation is available; and
- (8) ~~Whether the building or structure is under orders from the city to be demolished, and this criterion shall be given more significance than the criteria mentioned in subsections (1) through (7) of this subsection.~~ Whether the building or structure is under orders from the city to be demolished due to severe structural deficiencies, and this criterion shall have added significance in comparison to the criteria mentioned in subsections (1) through (7) of this subsection.

(f) *Criteria for review of driveways and vehicular parking areas.* The DDRC ~~or its staff~~, in their review of all construction or alteration of driveways or other vehicular parking areas in residentially zoned DP districts located in the front or secondary front yard, shall use criteria which includes, but is not limited to the following:

- (1) Unless a showing of extraordinary and exceptional conditions pertaining to the piece of property can be shown, the amount of allowable area paved for the use of a driveway or a vehicular parking area shall be limited to a width of twelve (12) feet measured with a straight line that runs parallel to the front or secondary front lot line.
- (2) The designated vehicular parking area or driveway shall be placed so as to minimize its visual impact on the primary structure.
- (3) Driveways and vehicular parking areas shall be compatible with the existing building and the site and setting of the historic district, taking into account the level of designation. Appropriate materials are:
 - a. Protection area: Brick pavers, cobblestones, concrete pavers, granite, concrete, asphalt, sand, gravel, or crushed stone.
 - b. Architectural conservation district: Brick pavers, cobblestones, granite and concrete
 - c. Landmark district and individual landmarks: Brick pavers, cobblestones, granite and concrete are appropriate. For individual landmarks, other materials may be approved by the Commission after a finding of fact that the materials in question are historically correct for the subject property.

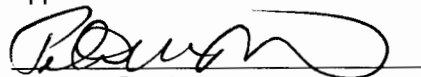
Requested by:

Planner, Planning and Development Services

Approved by:

City Manager

Approved as to form:



Assistant City Attorney

Introduced:

Final Reading:

Last revised: 6/18/2014
14061025

Mayor

ATTEST:

City Clerk



CITY OF COLUMBIA
AGENDA MEMORANDUM

MEETING DATE: July 15, 2014

DEPARTMENT: Legal

FROM: *Shari Ardis, Legal Administrator*

SUBJECT: **ORDINANCE NO.: 2014-038 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 15, Parks and Recreation, Sec. 15-1 Prohibited acts in parks to add (14) Exclusive minor child play zones**

FINANCIAL IMPACT: N/A

ATTACHMENTS:

- ordinance_2014_038_minor child play zones (PDF)

ORDINANCE NO.: 2014-038

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 15, Parks and Recreation, Sec. 15-1 Prohibited acts in parks to add (14) Exclusive minor child play zones

WHEREAS, Columbia City Council desires to set aside as safe an area as possible where minor children can play; and,

WHEREAS, restricted access designed as exclusive child play zones within City parks will enhance the safety and welfare of minor children at play; and,

WHEREAS, ~~limiting the use of certain playground equipment to age appropriate users will increase the life of such playground equipment by preventing damage to the playground equipment~~ the intent of this ordinance is not to restrict public access to other areas of the park where a child play zone has been designated; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council this ____ day of _____, 2014 that Chapter 15, Parks and Recreation, Sec. 15-1 Prohibited acts in parks is amended to add (14) Exclusive minor child play zones, to read as follows:

(14) Exclusive minor child play zones. The Director of Parks and Recreation shall designate exclusive minor child play zones within such City parks as deemed appropriate to enhance the safety of minor children at play and limit the use of playground equipment to age appropriate users.

(a) No persons over the age of twelve (12) years are allowed in exclusive minor child play zone areas unless such persons are the parents, legal guardians or authorized temporary custodians caring for the minor child or minor children playing within the area.

(b) No person over the age of twelve (12) years shall be on or use the playground equipment within the Exclusive Child-Play Zone.

(b) (c) Authorized temporary custodians for the purpose of this ordinance are any person who has a minor child or minor children in his or her care and custody with the consent of the minor child or minor children's parent(s) or legal guardian(s).

(c) (d) The boundaries of exclusive minor child play zones shall be clearly designated by the placement of fencing or other discernable barriers along with the placement of signage.

(d) Prior to implementing exclusive minor child play zones within any park, the Parks and Recreation Director shall request that the designation be placed on City Council's agenda for public input and for approval by a majority vote of members of City Council present at the meeting.

Requested by:

Councilmember Runyan _____

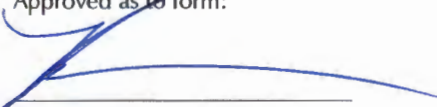
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



City Attorney

City Clerk

Introduced:

Final Reading:



CITY OF COLUMBIA
AGENDA MEMORANDUM

MEETING DATE: July 15, 2014

DEPARTMENT: Legal

FROM: *Shari Ardis, Legal Administrator*

SUBJECT: **ORDINANCE NO. 2014-052 PROVIDING FOR THE ISSUANCE AND SALE OF CITY OF COLUMBIA, SOUTH CAROLINA, SPECIAL OBLIGATION BONDS (HOSPITALITY FEE PLEDGE), IN ONE OR MORE SERIES, IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$35,000,000, IN ORDER TO FINANCE THE ACQUISITION, BY CONSTRUCTION OR PURCHASE, OF A MULTI-USE ENTERTAINMENT VENUE AND FACILITIES, EQUIPMENT, APPURTENANCES AND IMPROVEMENTS RELATED THERETO; AUTHORIZING THE MAYOR, THE CITY MANAGER, THE CHIEF FINANCIAL OFFICER AND THE FINANCE DIRECTOR, OR ANY TWO OF THEM ACTING TOGETHER, TO DETERMINE CERTAIN MATTERS WITH RESPECT TO THE BONDS; PRESCRIBING THE FORM AND DETAILS OF SUCH BONDS; AND OTHER MATTERS RELATING THERETO.**

FINANCIAL IMPACT: N/A

ATTACHMENTS:

- 2014-052 \$35,000,000 2nd supplemental special obligation bond (Bull Street multi-use venue) (PDF)

CITY OF COLUMBIA, SOUTH CAROLINA

SECOND SUPPLEMENTAL ORDINANCE NO. 2014-052

PROVIDING FOR THE ISSUANCE AND SALE OF CITY OF COLUMBIA, SOUTH CAROLINA, SPECIAL OBLIGATION BONDS (HOSPITALITY FEE PLEDGE), IN ONE OR MORE SERIES, IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$35,000,000, IN ORDER TO FINANCE THE ACQUISITION, BY CONSTRUCTION OR PURCHASE, OF A MULTI-USE ENTERTAINMENT VENUE AND FACILITIES, EQUIPMENT, APPURTENANCES AND IMPROVEMENTS RELATED THERETO; AUTHORIZING THE MAYOR, THE CITY MANAGER, THE CHIEF FINANCIAL OFFICER AND THE FINANCE DIRECTOR, OR ANY TWO OF THEM ACTING TOGETHER, TO DETERMINE CERTAIN MATTERS WITH RESPECT TO THE BONDS; PRESCRIBING THE FORM AND DETAILS OF SUCH BONDS; AND OTHER MATTERS RELATING THERETO.

Enacted: _____, 2014

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, SOUTH CAROLINA, IN COUNCIL ASSEMBLED:

Section 1. Definitions.

The terms in this Section 1 and all words and terms defined in the General Bond Ordinance No. 2011-63 (the “General Bond Ordinance”) enacted by the City Council (the “Council”) of the City of Columbia, South Carolina (the “City”), on the date hereof (such General Bond Ordinance as from time to time amended or supplemented by Supplemental Ordinances being defined in the Ordinance as the “Ordinance”) (except as herein otherwise expressly provided or unless the context otherwise requires) shall for all purposes of this Second Supplemental Ordinance have the respective meanings given to them in the Ordinance and in Section 1 hereof.

“2014 Project” shall mean the acquisition, by construction or purchase, of a multi-use entertainment venue and facilities, equipment, appurtenances and improvements related thereto, [subject to Section 9 hereof](#).

“Beneficial Owner” shall mean any purchaser who acquires beneficial ownership interest in any Initial Bond held by the Depository. In determining any Beneficial Owner the City, the Trustee, the Registrar and the Paying Agent may rely exclusively upon written representations made and information given to the City, the Trustee, the Registrar and the Paying Agent, as the case may be, by the Depository or its Participants with respect to any New Bond held by the Depository or its Participants in which a beneficial ownership interest is claimed.

“Bond Purchase Agreement” shall have the meaning given that term in Section 11(b) hereof.

“Bonds of 2012” shall mean the \$14,825,000 original principal amount City of Columbia, South Carolina, Special Obligation Refunding Bonds (Hospitality Fee Pledge), Series 2012, dated February 29, 2012, currently Outstanding as of the date of this Second Supplemental Ordinance in the principal amount of \$12,820,000.

“Book-Entry Form” or “Book-Entry System” shall mean with respect to the New Bonds, a form or system, as applicable, under which (a) the ownership of beneficial interests in the New Bonds may be transferred only through a book-entry and (b) physical bond certificates in fully registered form are registered only in the name of a Depository or its nominee as Holder, with the physical bond certificates “immobilized” in the custody of the Depository. The book-entry maintained by the Depository is the record that identifies the owners of participatory interests in the New Bonds, when subject to the Book-Entry System.

“Code” shall mean the Internal Revenue Code of 1986, as amended.

“Continuing Disclosure Agreement” shall have the meaning given that term in Section 14 hereof.

“Custodian” shall mean the bank, depository or trust company selected by the City as custodian of the Series Construction Fund.

“Depository” shall mean any securities depository that is a “clearing corporation” within the meaning of the New York Uniform Commercial Code and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, as amended, operating and maintaining, with its participants or otherwise, a Book-Entry System to record ownership of beneficial interests in the New Bonds, and to effect transfers of the New Bonds, in Book-Entry Form, and includes and means initially The Depository Trust Company (a limited-purpose trust company), New York, New York.

“First Supplemental Ordinance” shall mean shall mean Ordinance No. 2011-62 enacted by the Council on August 30, 2011.

“General Bond Ordinance” shall mean Ordinance No. 2011-63 duly enacted by the Council on August 30, 2011, authorizing the issuance from time to time of Bonds.

“Initial Bonds” shall mean the New Bonds initially issued in Book-Entry Form as provided in Section 4 hereof.

“Interest Payment Date” shall mean any February 1 and August 1 of each year, commencing August 1, 2014, or such other date as selected by the Mayor, the City Manager, the Chief Financial Officer and the Finance Director, or any two of them acting together, pursuant to Section 11 hereof.

“Letter of Credit” shall mean, subject to Section 8 hereof, a letter of credit (if any) issued by a bank or other financial institution satisfactory to the City simultaneously with the issuance of the New Bonds, to satisfy all or a portion of the Series Reserve Fund Requirement.

“New Bonds” shall mean the City of Columbia, South Carolina, Special Obligation Bonds (Hospitality Fee Pledge), issuable in one or more series, in the aggregate principal amount of not exceeding \$35,000,000 authorized to be issued hereunder.

“Paying Agent” shall mean Regions Bank, as Paying Agent for the New Bonds.

“Principal Payment Date” shall have the meaning given to such term in Section 3(a).

“Registrar” shall mean Regions Bank, as Registrar for the New Bonds.

“Second Supplemental Ordinance” shall mean this Second Supplemental Ordinance No. 2014-052 of the Council of the City enacted on _____, ~~2014~~ the date hereof.

“Series Construction Fund” shall mean one or more Funds established pursuant to Section 9 hereof into which a portion of the proceeds of a Series of the New Bonds will be deposited and from which such proceeds will be disbursed to pay the Costs of Acquisition and Construction of the 2014 Project and any Costs of Issuance applicable to such Series of New Bonds. Pursuant to Section 9,

each Series Construction Fund shall be further identified or designated to relate to the specific Series of the New Bonds issued hereunder.

“Series Debt Service Fund” shall mean one or more Funds established pursuant to Section 7 hereof to provide for the payment of the principal of and interest on the Series of the New Bonds related thereto. Pursuant to Section 7, each Series Debt Service Fund shall be further identified or designated to relate to the specific Series of the New Bonds issued hereunder.

“Series Debt Service Reserve Fund” shall mean one or more Funds, if any, established pursuant to Section 8 hereof (a) to insure the timely payment of the principal and interest on the New Bonds related thereto; and (b) to provide for the redemption of the Series of the New Bonds related thereto. Pursuant to Section 8, each Series Debt Service Reserve Fund shall be further identified or designated to relate to the specific Series of the New Bonds issued hereunder.

“Series Reserve Fund Requirement” shall mean the amount, if any, established pursuant to Section 8 hereof.

“Surety Bond” shall mean a debt service reserve fund policy (if any) issued by a bond insurer satisfactory to the City simultaneously with the issuance of the New Bonds, to satisfy all or a portion of the Series Reserve Fund Requirement.

“Trustee” shall mean Regions Bank, as Trustee for the Bonds.

“Underwriter” shall mean the firm or firms designated to serve as underwriter for the New Bonds, as selected by the Mayor, the City Manager, the Chief Financial Officer and the Finance Director, or any two of them acting together, pursuant to Section 11 hereof.

Section 2. Certain Findings and Determinations.

The City hereby finds and determines:

(a) The Ordinance, the Bond Act and the Hospitality Fee Act authorize the City to issue Bonds in order to finance the Costs of Acquisition and Construction of Projects (as defined in the General Bond Ordinance). This Second Supplemental Ordinance supplements the Ordinance, constitutes and is a "Supplemental Ordinance" within the meaning of such quoted term as defined and used in the Ordinance, and is enacted under and pursuant to the Ordinance.

(b) The New Bonds constitute and are "Bonds" within the meaning of the quoted word as defined and used in the Ordinance.

(c) The Hospitality Fees pledged under the Ordinance are not presently encumbered by any lien and charge thereon or pledge thereof, other than: (i) the lien and charge thereon and pledge thereof created by the General Bond Ordinance and the First Supplemental Ordinance for the payment and security of the Bonds of 2012; and (ii) the pledge thereof created by the General Bond

Ordinance and this Second Supplemental Ordinance for the payment and security of the New Bonds.

(d) There does not exist an Event of Default (as defined in the General Bond Ordinance), nor does there exist any condition which, after the passage of time or the giving of notice, or both, would constitute such Event of Default.

(e) The estimated Costs of Acquisition and Construction of the 2014 Project (excluding any interest coming due on the New Bonds or Costs of Issuance) is approximately \$35,000,000, of which not more than \$29,000,000 is expected to be financed with the proceeds of the New Bonds and the remainder (no less than ~~approximately~~ \$6,000,000) is expected to be financed by Hardball Capital, LLC (“Hardball”), the proposed owner and operator of the minor league baseball team that would play its home games in the 2014 Project (the “Team”).

(f) Article III of the General Bond Ordinance provides that one or more Series of Bonds may be issued for such purposes as may be permitted by the Hospitality Fee Act upon compliance with certain provisions of the General Bond Ordinance for the purposes of paying the Costs of Acquisition and Construction of one or more Projects authorized to be financed under the Hospitality Fee Act. Bonds issued upon compliance with Section 3.2 and Section 3.3 of the General Bond Ordinance shall be issued on a parity as to the Net Revenues of the System in all respects *inter sese*.

(g) Subject to Section 8 hereof, if a Series Debt Service Reserve Fund is established hereunder with respect to a Series of the New Bonds, it shall secure only such Series of New Bonds, and the Series Reserve Fund Requirement (if any) will be satisfied through the deposit of cash into the Series Debt Service Reserve Fund or with the provision of a Letter of Credit or Surety Bond or any combination of the foregoing, in each case for the benefit of the holders of the New Bonds.

(h) A vibrant tourism industry fosters and enhances the economic growth and well being of a community and its residents. Tourism has been and continues to be a major industry for the City. The City, through its Convention and Visitors Bureau, as well as surrounding counties and municipalities and community businesses, have taken various steps to promote tourism to the City and surrounding areas and to the City's facilities and attractions. Moreover, as the City's tourism industry expands, the City must make provisions to increase municipal services and facilities in order to accommodate the needs of tourists and to attract additional tourism. Tourists enjoy and utilize the special benefits which the City provides.

(i) On July 31, 2013, the City entered into a Development Agreement with Hughes Development Corporation (“Hughes”) whereby Hughes will acquire and revitalize all or a portion of the 183-acre tract of land generally known as the Bull Street campus (the “Bull Street Campus”), situated in the heart of the City, the main entrance to which is marked by the intersection of Elmwood Avenue and Bull Street. The preliminary plan for the Bull Street Campus includes the substantial re-use of many of the historic structures on the property along with residential dwelling units, and approximately 1.7 million square feet of retail, hotel, commercial and office areas. The plan also includes church locations, recreational spaces, hiking and biking trails, preserved and open spaces and community facilities. An economic impact

study commissioned by the Greater Columbia Chamber of Commerce (the “Chamber Study”) projects that the Bull Street development could have an anticipated impact on the City of approximately \$1.2 billion per year and could assist with the creation and support of up to 6,100 jobs directly related to the project and another 3,900 jobs indirectly related to the project.

(j) The Chamber Study also concluded that “Columbia could further enhance and speed up these impacts occurring by including a minor league baseball park in the development plan.” The Chamber Study noted the effect that minor league ballparks have had in similar-sized cities throughout the country and stated that Columbia “may even be at a competitive disadvantage with other South Carolina cities in terms of attractive places to live since it does not have a minor league team.”

(k) The Chamber Study noted that there were several cities within and outside South Carolina (e.g., Charleston, Myrtle Beach, Greenville, Durham, NC and Ft. Wayne, IN) in which “minor league baseball is thriving and stimulating additional development” and provided additional support in the form of statistics and quoted statements from elected officials, developers, economic development and baseball professionals and the local news media, concerning the economic, development and community benefits of Greenville’s Fluor Field.

(l) The City engaged Brailsford & Dunlavey (“Brailsford”) to complete a New Ballpark Planning Study dated January 16, 2014 (the “Ballpark Study”) that included, among other exercises, a demand and benefits analysis for a new minor league baseball ballpark of comparable size, configuration and cost as the 2014 Project, to be located in the City and on the Bull Street Campus. The Ballpark Study projected that the new ballpark would initially attract approximately 455,000 visitors (stabilizing at an average annual attendance of approximately 375,000 visitors after the fifth year of operation) to attend 70 baseball games per year. Additionally, other non-baseball attractions, including concerts, festivals, movies, and other special events, will attract approximately 50,000 additional visitors per year. Of approximately 500,000 projected annual visitors, approximately 400,000 are estimated to permanently reside outside of the City boundaries.

(m) The Ballpark Study also considered the potential economic and fiscal benefits of the new ballpark and its users. Of the approximately 500,000 projected annual visitors to the new ballpark (and approximately 400,000 ‘tourists’ within the meaning of the Hospitality Fee Act, as more particularly defined below), these visitors would be expected to spend approximately \$9.2 million (or \$7.4 million, in the case of the approximately 400,000 tourists) per year in the City, including retail, transportation, and food and beverage expenditures. A smaller percentage of the baseball park visitors are projected to create an annual demand for approximately 33,600 hotel room nights, representing an additional \$5.0 million in annual hotel spending.

(n) The above information is consistent with Hardball’s experiences, which presently owns and operates minor league baseball teams other than the Team, including the Ft. Wayne Tincaps (in Ft. Wayne, IN). Based on data collected by Hardball, such as license plate surveys of baseball game attendees parking near the Ft. Wayne stadium and zip codes of ticket purchasers for baseball games and other events, marketing strategies geared to non-permanent

resident populations that are unique to the Columbia market (such as military personnel at Fort Jackson and students at various colleges and universities in Columbia) and its contemplation of community events that would attract large numbers of visitors to the 2014 Project (such as road races, cycling festivals, and exhibition sporting events), Hardball expects the 2014 Project will draw attendance from a significant number of visitors who are considered tourists within the meaning of the Hospitality Fee Act. In addition, Hardball has advised that, based on its experiences in other markets, including but not limited to the accommodations, restaurants and other hospitality-related businesses expected to be used by home and visiting baseball teams, umpires, scouts and other temporary baseball officials, as well as the ticket-purchasing users of similar facilities, the 2014 Project is expected to foster and stimulate economic activity at surrounding businesses by 'tourists' within the meaning of the Hospitality Fee Act.

(o) By imposing the Hospitality Fees, the City has provided a method to alleviate the increased financial burden on resources of the City and its citizens in providing services and facilities needed to attract and support tourism. Moneys generated by the Hospitality Fees are or may be used to finance the acquisition, construction and renovation of facilities which will serve and attract visitors and tourists or to provide municipal services which serve visitors and tourists.

(p) The Council has been advised and recognizes that Hospitality Fees and the proceeds of the New Bonds must be used exclusively for tourism-related buildings, tourism-related cultural, recreational or historic facilities, highways, roads, streets and bridges providing access to tourist destinations and water and sewer infrastructure serving tourism-related demand. For purposes of the Hospitality Fee Act, the term 'tourist' means "a person who does not reside in but rather enters temporarily, for reasons of recreation or leisure, the jurisdictional boundaries of a municipality for a municipal project".

(q) In addition, the Council recognizes that the expenditure of public funds must be for a public purpose in accordance with the applicable provisions of the South Carolina Constitution and decisions of the South Carolina Supreme Court. Specifically, the cases of Byrd v. County of Florence, 315 S.E.2d 804 (1984) and Nichols v. The South Carolina Research Authority, 351 S.E.2d 155 (1986), formulate a four-point standard by which undertakings for financing economic development are tested for constitutionality. The City Attorney has reviewed this standard with the members of the City Council. In WDW Properties v. City of Sumter, 535 S.E.2d 631 (2000), the Byrd/Nichols test was applied by the Court to uphold the issuance by JEDA of tax-exempt industrial revenue bonds to finance a portion of the costs of renovation of existing buildings located within the Columbia/Sumter SC Empowerment Zone. In that case, the Court noted that the redevelopment projects were intended to be leased for commercial office and retail space, that the developer expected to create 20 full-time jobs and that "the project would 'serve as the cornerstone for the revitalization of downtown Sumter and the surrounding communities.'"

(r) The Council proposes to finance the 2014 Project, which venue will be initially operated and managed by Hardball pursuant to a Venue License Agreement dated April 8, 2014, and host approximately 70 annual regular season home minor league baseball games, as well as other events, concerts, receptions and other ticketed events, and approximately 20 annual City

events.

(s) The 2014 Project will be located within the Bull Street Campus, which contains numerous buildings, improvements and other structures which were historically used and dedicated to the treatment of the mentally ill by the South Carolina Department of Mental Health.

(t) Several of the facilities located on the Bull Street Campus were constructed more than 100 years ago, including the Mills Building which was completed in 1828, and the Babcock Building which was constructed in phases between 1857 and 1885, both of which are registered on the National Register for Historic Places and are featured on Historic Columbia Foundation's Eligible Local Landmark List. The Bull Street Campus is of historical and architectural significance for several reasons: the Bull Street Campus is historically significant because it provides an example of the facilities generally available since the mid-1800s for the care and treatment of persons with mental illness in South Carolina; in addition, the Mills Building was designed by and later named in honor of Robert Mills, a renowned architect who was prolific in the design of several public buildings and other significant structures throughout the United States, including the Washington Monument and the White House.

(u) Presently, a substantial number of the structures on the Bull Street Campus are dilapidated and run-down, and their overall appearance is blighted. As more particularly described above, and as described in or contemplated by the Chamber Study and the Ballpark Study, the successful development and operation of the 2014 Project will promote and stimulate private development within the Bull Street Campus, which would in turn eliminate, remove and address the current blighted conditions of the Bull Street Campus and be essential to its successful redevelopment, all of which would enhance the overall quality of the Bull Street Campus and its surrounding areas.

(v) The successful development and operation of the 2014 Project will promote tourism and, as a result thereof and the general redevelopment of the Bull Street Campus, foster and encourage tourists, visitors, residents and businesses to locate in or patronize such facilities or the surrounding area (including tourism-generating facilities in close proximity to the Downtown area, the Congaree Vista Area and the Riverfront area, like the South Carolina State Museum, the EdVenture Children's Museum, the Three Rivers Greenway extension, Granby Riverwalk, Canal Front Park, the proposed Riverfront Park, the Riverbanks Zoo, the Woodrow Wilson Family Home, the Columbia Metropolitan Convention Center and the Colonial Life Arena, or in close proximity to the Bull Street Campus, like the Robert Mills House, the Hampton-Preston Mansion and other nearby historic structures), which enhances the economic viability of the City through the redevelopment of nearby properties, the creation of additional jobs, the infusion of capital investment and increased commercial activity, thereby resulting in additional ad valorem property taxes, hospitality fees and other taxes and fees.

(w) As described in the Chamber Study and other evidentiary findings or statements referenced above, the benefits to the City as a result of the acquisition, renovation, redevelopment and improvement of the 2014 Project are set forth, in part, herein:

(i) the 2014 Project would promote, enhance, speed up and stimulate private development in the Bull Street Campus (the “Bull Street Redevelopment”), which in turn will eliminate, remove and address the current blighted conditions of the Bull Street Campus, all of which would enhance the aesthetic qualities of the surrounding areas;

(ii) the 2014 Project and the Bull Street Redevelopment would promote interest from visitors, tourists and City residents who want to study and/or learn about the architecturally and historically significant buildings located on the Bull Street Campus and other surrounding historic facilities within the City (including the nearby Robert Mills House and the Hampton-Preston Mansion), which may include exhibits, presentations or museum areas located in or near to the Bull Street Campus, and would be promoted and marketed by area tourism businesses and nonprofit organizations in their advertisements, on the Internet, and in materials provided for tours and/or self-guided tours of the City;

(iii) the City and its citizens have invested, and continue to invest, significant funds in and to promote its Downtown area, the Congaree Vista Area, the Riverfront area, and the areas in which other historic structures are located, including the nearby Robert Mills House and the Hampton-Preston Mansion; further, the Bull Street Campus serves as a connection between such areas and, because the main entrance to the Bull Street Campus is located at the intersection of Bull Street/Interstate I-277 and Elmwood Avenue/Interstate I-126, the Bull Street Campus serves as a gateway connector for people visiting and working in the City of Columbia;

(iv) the 2014 Project and the Bull Street Redevelopment would also foster and encourage tourists, visitors, residents and businesses to locate in or patronize such facilities or the surrounding area (including tourism-generating facilities in close proximity to the Downtown area, the Congaree Vista Area and the riverfront area, like the South Carolina State Museum, the EdVenture Children’s Museum, the Three Rivers Greenway extension, Granby Riverwalk, Canal Front Park, the proposed Riverfront Park, the Columbia Metropolitan Convention Center and the Colonial Life Arena, or in close proximity to the Bull Street Campus, like the Robert Mills House, the Hampton-Preston Mansion and other nearby historic structures), which enhances the economic viability of the City (including particularly the Congaree Vista Area and the area surrounding these facilities) through the redevelopment of nearby properties, the imposition and collection of additional *ad valorem* property taxes and increased commercial activity that would generate additional sales taxes and personal property taxes, hospitality fees, accommodations fees, tourism development fees, business license fees and other fees, as well as additional jobs and capital investment; and

(v) the historic and architectural characteristics of several facilities located on the Bull Street Campus would be significantly preserved and, like the South Carolina State Museum, Confederate Printing Plant (now Publix), Robert Mills House, the Hampton-Preston Mansion and other nearby historic structures, serve as examples of successful preservation, rehabilitation, redevelopment and re-adaptation, all of which are

recognizable, signature properties that provide a gateway into the City of Columbia, including its Downtown area and the arts and entertainment district known as the Congaree Vista Area.

(x) After taking into consideration information presented to the City (including but not limited to those supporting the findings set forth above), the City Council makes the following additional findings and determinations with respect to the 2014 Project and the Bull Street Redevelopment supported thereby:

(1) The ultimate benefits to the public are multiple: the 2014 Project and the Bull Street Redevelopment would serve to foster tourism and stimulate economic activity on the Bull Street Campus, to increase the number of available jobs, to improve the appearance and enhance the aesthetic character of the Bull Street Campus and surrounding properties, to generate additional revenues (including Hospitality Taxes) and positively impact real property values of surrounding properties, to attract new businesses, to reinvigorate a downtown area that has been classified by the local, state and federal governments as economically distressed and to protect and preserve historically and architecturally significant features and encourage others to undertake historic preservation that would benefit downtown Columbia.

(2) The public will be the primary beneficiary of the 2014 Project and the Bull Street Redevelopment, although Hardball and one or more developers of the Bull Street Redevelopment will also benefit through the City's investment in the 2014 Project.

(3) The 2014 Project and the Bull Street Redevelopment are not so speculative as to violate the public purpose doctrine based on the success of similar entertainment facilities that have been developed, such as other minor league baseball stadiums in South Carolina constructed and/or supported by public investments (including those located in Charleston, Greenville and Myrtle Beach), and similar historic properties that have been redeveloped, such as the South Carolina State Museum, the Confederate Printing Plant (now Publix), the 701 Whaley Arts Center and the Palmetto Compress Building and Warehouse, all of which serve as examples of successful preservation, rehabilitation, redevelopment and re-adaptation, and the likelihood that (A) the Bull Street Campus will continue to decline in the absence of private development thereof, which requires public investments in infrastructure; and (B) any redevelopment of the Bull Street Campus will require significant amounts of infrastructure to be constructed and installed therein.

(4) The public interest is likely to be served to a substantial degree through the generation of tourist-related revenues and the creation of jobs, the improvement and enhancement of the appearance and aesthetic character of downtown Columbia, the reinvigoration of the Bull Street Campus and surrounding areas, the preservation of historical and architecturally significant features and the benefits, both tangible and intangible, that should result from that reinvigoration as they relate to the 2014 Project.

(y) The City proposes to issue the New Bonds, in one or more Series (as defined in the General Bond Ordinance), for one or more of the principal purposes: (1) funding a portion of the Costs of Acquisition and Construction of the 2014 Project, subject to Section 9 hereof, (2) funding the Series Debt Service Reserve Fund (if any) in an amount equal to the Series Reserve Fund Requirement (if any) through the deposit of cash, the provision of a Letter of Credit or Surety Bond or any combination thereof, (3) paying interest coming due on all or a portion of the New Bonds, and (4) paying the costs of issuing the New Bonds.

(z) It is necessary and in the best interest of the City to authorize the issuance of the New Bonds in the aggregate principal amount of not exceeding \$35,000,000 in accordance with the Bond Act, the Hospitality Fee Act, the Ordinance and this Second Supplemental Ordinance for the purposes set forth above.

Section 3. Authorization of New Bonds.

(a) There is hereby authorized to be issued one or more Series of Bonds designated "City of Columbia, South Carolina, Special Obligation Bonds (Hospitality Fee Pledge), Series (year)" (the "New Bonds"), including such further words, numbers or letters as may be necessary or desirable to identify individual series thereof, the purposes thereof, or the taxable status thereof, in the aggregate principal amount of not exceeding \$35,000,000. The proceeds of the New Bonds shall be used for the purposes set forth in Section 2(y) hereof.

Unless otherwise determined by the City Manager pursuant to Section 11 hereof, the New Bonds shall mature on February 1 in each of the years (the "Principal Payment Dates") and in the principal amounts, and bear interest at the rates per annum (calculated on the basis of a 360-day year comprised of twelve 30-day months), as determined by the Mayor, the City Manager, the Chief Financial Officer and the Finance Director, or any two of them acting together, pursuant to Section 11 hereof.

(b) Such of the New Bonds as the Mayor, the City Manager, the Chief Financial Officer and the Finance Director, or any two of them acting together, shall determine pursuant to Section 11 hereof shall be subject to mandatory redemption at a redemption price equal to the principal amount of the New Bonds to be redeemed, together with interest accrued from the date of redemption, in the years and in the amounts determined by the Mayor, the City Manager, the Chief Financial Officer and the Finance Director, or any two of them acting together, pursuant to Section 11 hereof.

At its option, to be exercised on or before the sixtieth (60th) day prior to any mandatory redemption date, the City may (i) deliver to the Trustee for cancellation New Bonds which are subject to mandatory redemption in any aggregate principal amount desired or (ii) receive a credit in respect of its mandatory redemption obligation for any such New Bonds which, prior to such date, have been purchased or redeemed (otherwise than through the operation of the mandatory redemption requirement) by the City and cancelled by the Trustee and not theretofore applied as a credit against any mandatory redemption obligation. Each New Bond so delivered or previously purchased or redeemed shall be credited by the Trustee, at one hundred percent (100%) of the principal amount thereof, to the obligation of the City on those respective

mandatory redemption obligations in chronological order or such other manner as directed in writing by the City to the Trustee, and the principal amount of the New Bonds to be redeemed by operation of the mandatory redemption requirement shall be accordingly reduced.

(c) The Trustee, without further authorization or direction from the City, shall give notice of all mandatory redemptions within the time periods and in the manner specified in Article V of the General Bond Ordinance.

(d) The New Bonds shall originally be dated the date of delivery of the New Bonds, or such other date as the Mayor, the City Manager, the Chief Financial Officer and the Finance Director, or any two of them acting together, shall determine pursuant to Section 11 hereof, and shall be issued as fully registered Bonds in denominations of \$5,000 and integral multiples thereof, or in such other denominations determined by the Mayor, the City Manager, the Chief Financial Officer and the Finance Director, or any two of them acting together, pursuant to Section 11 hereof. The New Bonds shall be numbered and lettered in such a fashion as to maintain a proper record thereof.

(e) Principal of and redemption premium, if any, on the New Bonds shall be payable at the designated corporate trust office of the Paying Agent. Interest on the New Bonds shall be payable on each Interest Payment Date, in each case to the Holders as of the immediately preceding Record Date, such interest to be paid by the Paying Agent by check or draft mailed to each Holder at the address as it appears on the Books of Registry maintained at the designated corporate trust office of the Paying Agent, and in the case of a Holder of \$1,000,000 or more in principal amount of New Bonds, by wire transfer to an account within the continental United States upon the timely receipt of a written request of such Holder. Payment of the principal of and interest on such New Bonds may be payable to the Holder thereof without presentation and surrender of such New Bonds.

(f) The New Bonds shall be in substantially the form set forth in Exhibit A hereto, with such necessary or appropriate variations, omissions and insertions as are incidental to the series, numbers, denominations, maturities, dates, interest rate or rates, redemption provisions, the purpose of issuance and other details thereof or as are otherwise permitted or required by law or by the Ordinance, including this Second Supplemental Ordinance. The New Bonds shall be executed in the name and on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk.

(g) A copy of the approving opinion to be rendered on the New Bonds shall be printed on the back of such New Bonds, preceding the same a certificate shall appear, which shall be signed on behalf of the City by a facsimile signature of the City Clerk. Such certificate shall be in the form substantially as follows:

IT IS HEREBY CERTIFIED that the following is a true and correct copy of the respective approving opinions of McNair Law Firm, P.A., Columbia, South Carolina, and Johnson, Toal & Battiste, P.A., Columbia, South Carolina, the originals of which were manually executed, dated and issued as of the date of the delivery of and payment for the bonds, and copies of which are on file with the City.

THE CITY OF COLUMBIA, SOUTH CAROLINA

By: _____
City Clerk

Section 4. Book-Entry System; Recording and Transfer of Ownership of the New Bonds.

The Initial Bonds will be eligible securities for the purposes of the Book-Entry System of transfer maintained by the Depository, and transfers of beneficial ownership of the Initial Bonds shall be made only through the Depository and its participants in accordance with rules specified by the Depository. Such beneficial ownership must be of \$5,000 principal amount of Initial Bonds of the same Series and maturity or any integral multiple of \$5,000.

The Initial Bonds will be issued in fully-registered form, as a single bond representing the entire principal amount of each Series of the New Bonds or one New Bond for each of the maturities of each Series of the New Bonds, in the name of Cede & Co., as the nominee of the Depository. When any principal of, premium, if any, or interest on the Initial Bonds becomes due, the City shall transmit or cause the Paying Agent to transmit to the Depository an amount equal to such installment of principal, premium, if any, and interest. Such payments will be made to Cede & Co. or other nominee of the Depository as long as it is owner of record on the applicable Record Date. Cede & Co. or other nominee of the Depository shall be considered to be the owner of the Initial Bonds so registered for all purposes of this Second Supplemental Ordinance, including, without limitation, payments as aforesaid and receipt of notices. The Depository shall remit such payments to the Beneficial Owners of the New Bonds or their nominees in accordance with its rules and regulations.

Notices of redemption of the Initial Bonds or any portion thereof shall be sent to the Depository in accordance with the provisions of the General Bond Ordinance.

The Depository is expected to maintain records of the positions of Participants in the Initial Bonds, and the Participants and persons acting through Participants are expected to maintain records

of the Beneficial Owners in the Initial Bonds. The City, the Trustee, the Registrar and the Paying Agent make no assurances that the Depository and its Participants will act in accordance with such rules or expectations on a timely basis, and the City, the Trustee, the Registrar and the Paying Agent shall have no responsibility for any such maintenance of records or transfer of payments by the Depository to its Participants, or by the Participants or persons acting through Participants to the Beneficial Owners.

The City, the Trustee, the Paying Agent and the Registrar may treat the Depository (or its nominee), with respect to the Initial Bonds, or the registered owner thereof, with respect to New Bonds which are not Initial Bonds, as the sole and exclusive owner of the New Bonds registered in its name for the purpose of payment of the principal of, interest or premium, if any, on the New Bonds, giving any notice permitted or required to be given to Bondholders under the General Bond Ordinance or this Second Supplemental Ordinance, registering the transfer of the New Bonds, obtaining any consent or other action to be taken by Bondholders and for all other purposes whatsoever, and shall not be affected by any notice to the contrary. The City, the Trustee, the Paying Agent and the Registrar shall not have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the New Bonds under or through the Depository or any Participant, or any other person which is not shown on the Books of Registry of the City maintained by the Registrar as being a Bondholder, with respect to: the accuracy of any records maintained by the Depository or any Participant or the maintenance of any records; the payment by the Depository or any Participant of any amount in respect of the principal of, interest or premium, if any, on the New Bonds; the sending of any transaction statements; the delivery or timeliness of delivery by the Depository or any Participant of any notice which is permitted or required to be given to Bondholders thereunder; the selection of Bondholders to receive payments upon any partial redemption of the New Bonds; or any consent given or other actions taken by the Depository as a Bondholder.

If (a) the Depository determines not to continue to act as securities depository for the New Bonds, and gives reasonable notice to the Registrar or the City, or (b) the City has advised the Depository of the City's determination that the Depository is incapable of discharging its duties, then the City shall attempt to retain another qualified securities depository to replace the Depository. Upon receipt by the City or the Registrar of the Initial Bonds together with an assignment duly executed by the Depository, the City shall execute and deliver to the successor depository, the New Bonds of the same principal amount, interest rate and maturity. If the City is unable to retain a qualified successor to the Depository, or the City has determined that it is in its best interest not to continue the Book-Entry System of transfer or that interests of the Beneficial Owners of the New Bonds might be adversely affected if the Book-Entry System of transfer is continued (the City undertakes no obligation to make any investigation to determine the occurrence of any events that would permit it to make any such determination), and has made provision to so notify Beneficial Owners of the New Bonds by mailing an appropriate notice to the Depository, upon receipt by the City of the Initial Bonds together with an assignment duly executed by the Depository, the City shall execute, authenticate and deliver to the Depository Participants the New Bonds in fully-registered form, in authorized denomination; provided, however, that the discontinuation of the Book-Entry System of registration and transfer with respect to the New Bonds or the replacement of the Depository or any successor depository shall be subject to the applicable rules

and procedures of the Depository or such successor depository on file or otherwise approved by the Securities and Exchange Commission.

Section 5. Optional Redemption of New Bonds.

Such of the New Bonds as may be determined by the Mayor, the City Manager, the Chief Financial Officer and the Finance Director, or any two of them acting together, pursuant to Section 11 hereof shall be subject to redemption prior to maturity, at the option of the City, in whole or in part at any time in such order of their maturities as the City shall determine and by lot within a maturity, at the respective redemption prices with respect to each New Bond, expressed as a percentage of principal amount of the New Bonds to be redeemed, as shall be determined by the Mayor, the City Manager, the Chief Financial Officer and the Finance Director, or any two of them acting together, pursuant to Section 11 hereof, together, in each such case, with the interest accrued on such principal amount to the date fixed for redemption.

Section 6. Payment of the New Bonds.

The New Bonds, together with the interest thereon, shall be payable, in such coin or currency of the United States of America which at the time of such payment is legal tender for public and private debts, solely from the Hospitality Fees of the City in accordance with the provisions of the Ordinance and this Second Supplemental Ordinance. The New Bonds shall be secured by a pledge of Hospitality Fees on a parity with the pledge of Hospitality Fees securing the payment of the Bonds of 2012 and other Bonds issued in compliance with the provisions of the General Bond Ordinance.

The New Bonds do not constitute an indebtedness of the City within any State constitutional provisions (other than Article X, Section 14, Paragraph 10 of the South Carolina Constitution authorizing obligations payable solely from special sources not involving revenues from any tax or license) or statutory limitation. The New Bonds shall not be a debt of the City, nor a charge, lien or encumbrance, legal or equitable, upon any property of the City or upon any income, receipts or revenues thereof, other than the aforesaid Hospitality Fees of the City. No recourse shall be had for the payment of the New Bonds or the interest thereon against the general fund of the City, nor shall the credit or taxing power of the City be deemed to be pledged thereto. The full faith, credit and taxing powers of the City are not pledged to the payment of the principal of or interest on the New Bonds.

Section 7. Establishment of Series Debt Service Fund and Series Capitalized Interest Account.

In accordance with Section 6.6 of the General Bond Ordinance, the Series Debt Service Fund is hereby directed to be established by the Trustee on the date of the original delivery of the New Bonds for the benefit of the Holders of the New Bonds; provided, however, that upon the issuance of one or more Series of New Bonds, separate funds or accounts may be established for the payment of debt service on such Series of New Bonds, with such additional numbers or letters to identify its relevance, but each such separate fund or account will be considered the "Series Debt

Service Fund” with respect to the related Series of New Bonds.

At the direction of the Mayor, City Manager, Chief Financial Officer and Finance Director, or any two of them acting together, pursuant to Section 11(a), there may be established a Series Capitalized Interest Account in the Series Debt Service Fund, into which is deposited a portion of the proceeds of any Series of the New Bonds to provide for all or a portion of the payment of the interest due and payable on such Series of the Bonds; provided, however, that upon the issuance of one or more Series of New Bonds, separate funds or accounts may be established for such Series of New Bonds, with such additional numbers or letters to identify its relevance, but each such separate fund or account will be considered the “Series Capitalized Interest Account” with respect to the related Series of New Bonds.

Moneys held for the credit of the Series Debt Service Fund and the Series Capitalized Interest Account (if any) therein, may be invested in Permitted Investments. Unless otherwise determined by the City Manager, Chief Financial Officer or Finance Director, investment earnings on the moneys on deposit in the Series Capitalized Interest Account (if any) shall remain therein. Amounts on deposit in the Series Capitalized Interest Account (if any) shall be transferred to the Series Debt Service Fund pursuant to Section 6.6 of the General Bond Ordinance.

Section 8. Establishment of the Series Reserve Fund Requirement and Series Debt Service Reserve Fund.

In accordance with Section 6.7 of the Ordinance, the Mayor, the City Manager, the Chief Financial Officer and the Finance Director, or any two of them acting together, may determine whether it is necessary or desirable to establish a Series Debt Service Reserve Fund for the benefit of the Holders of one or more Series of New Bonds (if any) and the amount of the applicable Series Reserve Fund Requirement, and, if so, such Series Debt Service Reserve Fund shall be established on the date of the original delivery of such Series of New Bonds and held by the Trustee, all as provided in the Ordinance; provided, however, that (1) upon the issuance of one or more Series of New Bonds, separate funds or accounts may be established (if at all) for each Series of New Bonds, with such additional numbers or letters to identify its relevance, but each such separate fund or account will be considered the “Series Debt Service Reserve Fund” with respect to the related Series of New Bonds; and (2) in the event of any full or partial defeasance of a Series of New Bonds under Article X of the Ordinance, then the Series Reserve Fund Requirement established for such Series of New Bonds shall be recalculated based on the then Outstanding principal amount of such Series. If the Series Debt Service Reserve Fund is established, the Series Reserve Fund Requirement initially will be satisfied by the City by the deposit of cash into the Series Debt Service Reserve Fund, with the provision of a Letter of Credit or Surety Bond or any combination of the foregoing, in each case for the benefit of the Holders of the New Bonds.

Section 9. Series Construction Fund.

There is hereby created and established the Series Construction Fund, which fund shall be held by the Custodian; provided, however, that upon the issuance of one or more Series of New Bonds, separate funds or accounts may be established for such Series of New Bonds, with such

additional numbers or letters to identify its relevance, but each such separate fund or account will be considered the "Series Construction Fund" with respect to the related Series of New Bonds. The Series Construction Fund established for a particular Series of New Bonds shall be accounted for as a single fund, however the moneys on deposit therein may be held by one or more banks or other financial institutions designated by the City. The moneys on deposit in the Series Construction Fund shall be used and applied to pay a portion of the Costs of Acquisition and Construction of the 2014 Project and all Costs of Issuance incidental to the issuance and sale of the New Bonds; provided, however, that (1) not more than \$29,000,000 of the proceeds of the New Bonds may be deposited to the Series Construction Fund to be used for Costs of Acquisition and Construction of the 2014 Project, and (2) upon completion of the 2014 Project, as initially defined herein, City Council shall be entitled to amend the definition of "2014 Project" to include any other Project (as defined in the General Bond Ordinance) and use any remaining amounts on deposit in the Series Construction Fund to finance the Costs of Acquisition and Construction thereof.

Moneys held for the credit of the Series Construction Fund shall be invested to the fullest extent practicable and reasonable, in Permitted Investments, maturing at such times and in such amounts as shall be required to provide moneys to make the payments required to be made from such Fund.

Withdrawals from the Series Construction Fund shall be made in the manner withdrawals from other funds of the City are made.

If, after the payment in full of all Costs of Acquisition and Construction of the 2014 Project and Costs of Issuance, or after adequate provision has been made for such payment, any moneys remain in the Series Construction Fund which are not necessary for such purposes, such excess (1) may be transferred to the related Series Capitalized Interest Account to be used to pay interest coming due on all or a portion of the New Bonds, and (2) shall be transferred to the related Series Debt Service Fund and shall be used only for the payment of the principal of and interest on the related Series of New Bonds or, in the alternative, to acquire Outstanding New Bonds at a price (exclusive of accrued interest) not exceeding the face amount thereof.

Section 10. Designation of Trustee, Registrar and Paying Agent.

Pursuant to the Ordinance, the Trustee is Regions Bank. The Council hereby designates Regions Bank as Registrar and Paying Agent for the New Bonds. The Registrar and Paying Agent shall signify their acceptances of their respective duties upon delivery of the New Bonds.

Section 11. Sale and Issuance of New Bonds.

(a) The Mayor, the City Manager, the Chief Financial Officer and the Finance Director, or any two of them acting together, are hereby authorized and empowered to undertake any one or more of the following actions: (a) determine the original issue dates of each Series of the New Bonds; (b) determine the aggregate principal amount of the New Bonds, if less than authorized by this Second Supplemental Ordinance, and each Series thereof (including the portions thereof to be issued on a taxable or tax-exempt basis), and authorized denominations thereof; (c) determine the

principal amount of each maturity of each Series of the New Bonds; (d) determine the Interest Payment Dates, including the initial Interest Payment Dates, and the Principal Payment Dates for each Series of the New Bonds; (e) determine the optional redemption dates and terms of redemption of each Series of the New Bonds; (f) determine the interest rates for each Series of the New Bonds; (g) determine the New Bonds to be subject to mandatory and optional redemption; (h) determine the redemption prices of the New Bonds subject to optional redemption; (i) determine whether the Series Debt Service Reserve Fund will be established and funded with regard to each Series of New Bonds and, if so, the amount of the applicable Series Reserve Fund Requirement; (j) determine whether each Series of the New Bonds will be sold in a public or private offering or offered through a private placement transaction, and the firm or firms which will serve as the Underwriter(s) or purchaser(s), as the case may be, in connection therewith; (k) determine any original issue discount or original issue premium at which each Series of the New Bonds will be sold, or whether any Underwriter's discount or other fee will be paid to the purchasers of the New Bonds; and (l) agree to any other terms, provisions and matters necessary or advisable to effect the issuance of each Series of the New Bonds.

(b) Each Series of the New Bonds shall either be sold publicly, following a private sale to the Underwriter, or directly to one or more purchasers in a private offering or private placement transaction (as selected by the Mayor, the City Manager, the Chief Financial Officer and the Finance Director, or any two of them acting together, pursuant to Section 11(a) hereof). In connection with a public offering, the City hereby finds and determines that the hereinafter-defined Bond Purchase Agreement to be dated the date of its execution, submitted by the Underwriter for the purchase of all or a portion (if any) of each Series of the New Bonds is fair and reasonable and in the best interest of the City; that, if executed, the New Bonds contemplated by the Bond Purchase Agreement shall be sold to the Underwriter upon the terms and conditions set forth in the Bond Purchase Agreement and upon the basis of the representations therein set forth, and that all conditions precedent to or concurrent with the acceptance of the Bond Purchase Agreement by the City will be met prior to the City's execution thereof. The Mayor and the City Manager, or either of them acting alone, are hereby authorized and directed to execute and deliver a Bond Purchase Agreement relating to each Series of the New Bonds (each, a "Bond Purchase Agreement"), in substantially the form attached hereto as Exhibit B, with such modifications as the Mayor and the City Manager, or either of them acting alone, approves, his execution and delivery of the Bond Purchase Agreement constituting conclusive evidence of approval of the matters therein contained; together with such amendments and modifications to the Bond Purchase Agreement as the Mayor and the City Manager, or either of them acting alone, shall negotiate and approve, his execution and delivery of such amendments or modifications constituting conclusive evidence of approval of the matters therein contained. Notwithstanding the foregoing, the Mayor and the City Manager, or either of them acting alone, are hereby authorized to take all actions, including the preparation and dissemination of requests for proposals and the preparation, publication and/or distribution of information, offering documents or private placement memoranda (which may be in the respective forms of the Bond Purchase Agreement and/or hereinafter defined Preliminary Official Statement, as applicable, together with such amendments and modifications as may be approved by the Mayor and the City Manager, or either of them acting alone), all relating to the City, each Series of the New Bonds and the Hospitality Fees, to solicit interest and receive offers from financial institutions and institutional investors to purchase one or more Series of the New Bonds in a private offering,

and to accept such offer which is in the best interest of the City and execute such documents as may be necessary in connection therewith.

(c) The Mayor, the City Manager, the Chief Financial Officer and the Finance Director, or any two of them acting together, are hereby authorized and directed to prepare a Preliminary Official Statement, relating to a public offering of each Series of the New Bonds, in substantially the form attached hereto as Exhibit C, with such modifications as the Mayor, the City Manager, the Chief Financial Officer and the Finance Director, or any two of them acting together, approves (each, a "Preliminary Official Statement"); and to take such actions necessary to "deem final" the Preliminary Official Statement for purposes of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended.

(d) The Council hereby authorizes the Final Official Statement of the City to be dated on or about the date of the execution and delivery of the Bond Purchase Agreement, relating to each Series of the Bonds substantially in the form of the Preliminary Official Statement, with such modifications as the Mayor, the City Manager, the Chief Financial Officer and the Finance Director, or any two of them acting together, approves; the Mayor and the City Manager, or either of them acting alone, are hereby authorized and directed to execute copies of the Final Official Statement and deliver the same to the Underwriter, which execution and delivery shall be conclusive evidence of the approval of any such modifications; and the Council hereby authorizes the use of the Preliminary Official Statement and Final Official Statement and the information contained therein in connection with the public offering and sale of each Series of the New Bonds by the Underwriter.

(e) A copy of this Second Supplemental Ordinance shall be filed with the minutes of the meeting at which this Second Supplemental Ordinance was enacted.

(f) The Council hereby authorizes and directs all of the officers and employees of the City to carry out or cause to be carried out all obligations of the City hereunder and to perform such other actions as they shall consider necessary or advisable, with the advice of counsel, in connection with the issuance, sale and delivery of the New Bonds, the selection of the Underwriter(s) or purchaser(s) of the New Bonds, as the case may be, the acquisition or acceptance by donation of the land upon which the 2014 Project will be located and the construction of the 2014 Project.

(g) The Council hereby authorizes the Mayor, the City Manager, the Chief Financial Officer and the Finance Director, or any two of them acting together, to: negotiate the terms of investment agreements, forward delivery agreements, repurchase agreements and other agreements in connection with the New Bonds, and to prepare and solicit bids for providers of such agreements and the Council hereby authorizes the Mayor and the City Manager, or either of them acting alone, to execute, in the name and on behalf of the City, and deliver any of the above-described agreements and written confirmations or other documents related or contemplated thereby as may be necessary in connection therewith.

(h) The Council hereby ratifies, confirms and approves the actions of the Mayor, the City Manager, the Chief Financial Officer and the Finance Director heretofore undertaken with regard to applications for bond insurance, Surety Bonds, Letters of Credit, other credit

enhancements, and liquidity arrangements relating to the New Bonds from municipal bond insurance companies or other financial institutions and further authorizes and empowers the Mayor and the City Manager, or either of them acting alone, to enter into, execute and deliver on behalf of the City, such loan, insurance, reimbursement or guaranty agreements as shall be necessary and advisable, with advice of counsel, in connection with the transactions and other matters referred to herein; provided, however, that the representations and covenants contained in such agreements may be incorporated in this Second Supplemental Ordinance as if fully set forth herein.

Section 12. Disposition of Proceeds of New Bonds and Certain Other Moneys.

The proceeds derived from the sale of the New Bonds, net of any original issue discount or premium (or both), any Underwriter's discount or fees payable to the purchaser thereof, shall be deposited with (or at the order of) the Trustee or the Custodian, as applicable, and used for the following purposes:

(a) If the Mayor, the City Manager, the Chief Financial Officer and the Finance Director, or any two of them acting together, determines that a Series Debt Service Reserve Fund shall be established for a Series of New Bonds and the Series Reserve Fund Requirement shall be funded with a portion of the proceeds of a Series of the New Bonds, there shall be deposited with the Trustee for deposit into such Series Debt Service Reserve Fund an amount equal to the applicable Series Reserve Fund Requirement.

(b) If the Mayor, the City Manager, the Chief Financial Officer and the Finance Director, or any two of them acting together, determines that a Series Capitalized Interest Account shall be established for a Series of New Bonds, there shall be deposited with the Trustee for deposit into such Series Capitalized Interest Account an amount sufficient to pay interest coming due on such Series of the New Bonds as so determined.

(c) The remainder of the proceeds of any Series of the New Bonds shall be deposited into the Series Construction Fund established in Section 9 hereof to pay Costs of Acquisition and Construction for the 2014 Project and Costs of Issuance for such Series of New Bonds.

The respective amounts specified in this Section 12 shall be determined by the City upon delivery of any Series of the New Bonds.

Section 13. Federal Tax Covenant.

The City hereby covenants and agrees with the Holders of the New Bonds issued as tax-exempt obligations (the "Tax-Exempt Bonds") that it will not take any action which will, or fail to take any action which failure will, cause interest on the Tax-Exempt Bonds to become includable in the gross income of the Bondholders thereof for federal income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder in effect on the date of original issuance of the Tax-Exempt Bonds and that no use of the proceeds of the Tax-Exempt Bonds shall be made which, if such use had been reasonably expected on the date of issue of the Tax-Exempt Bonds would have caused the Tax-Exempt Bonds to be "arbitrage bonds," as defined in the Code;

and to that end the City hereby shall:

- (a) comply with the applicable provisions of Section 103 and Sections 141 through 150 of the Code and any regulations promulgated thereunder so long as the Tax-Exempt Bonds are Outstanding;
- (b) establish such funds, make such calculations and pay such amounts, if necessary, in the manner and at the times required in order to comply with the requirements of the Code relating to required rebate of certain amounts to the United States; and
- (c) make such reports of such information at the times and places required by the Code.

The Mayor, City Manager, the Chief Financial Officer and the Finance Director of the City, or any two of them acting together, are hereby authorized to adopt written procedures to ensure the City's compliance with federal tax matters relating to the New Bonds.

Section 14. Continuing Disclosure.

(a) The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Disclosure Dissemination Agent Agreement in the form attached hereto as Exhibit D (the "Continuing Disclosure Agreement") with such changes as may be approved by the Mayor and City Manager, or either of them acting alone, upon advice of counsel. Notwithstanding any other provision of the Ordinance or this Second Supplemental Ordinance, failure of the City to comply with the provisions of the Continuing Disclosure Agreement shall not be considered an Event of Default under the Ordinance or this Second Supplemental Ordinance, and no liability for damages shall attach therefor. The sole remedy for such failure to comply shall be that any New Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with their obligations under this paragraph. The Continuing Disclosure Agreement shall be executed by the Mayor and the City Manager, or either of them acting alone, prior to the delivery of the New Bonds.

(b) So long as and to the extent required pursuant to Section 11-1-85 of the Code of Laws of South Carolina 1976, as amended ("Section 11-1-85"), the City covenants that it will file with a central repository for availability in the secondary bond market when requested:

- (i) An annual independent audit, within 30 days of the City's receipt of the audit; and
- (ii) Event-specific information within 30 days of an event adversely affecting more than 5% percent of Hospitality Fees or the City's tax base.

The only remedy for failure by the City to comply with the covenant of this Section 15 shall be an action for specific performance of this covenant; and failure to comply shall not constitute a default or an "Event of Default" under the Ordinance or this Second Supplemental Ordinance. The

Trustee shall have no responsibility to monitor the City's compliance with this covenant. The City specifically reserves the right to amend or delete this covenant in order to reflect any change in Section 11-1-85, without the consent of the Trustee or any Holder of any New Bonds.

Section 15. Further Actions.

The Mayor, the City Manager, the Chief Financial Officer, the Finance Director and the City Clerk are hereby authorized and directed to take any and all such further actions as shall be deemed necessary or desirable in order to effectuate issuance of the New Bonds pursuant to the Bond Purchase Agreement and to carry out the intentions of this Second Supplemental Ordinance.

Section 16. Headings.

The headings and titles of the several sections hereof shall be solely for convenience of reference and shall not affect the meaning, construction, interpretation or effect of this Second Supplemental Ordinance.

Section 17. Notices.

All notices, certificates or other communications hereunder or under the Ordinance shall be sufficiently given and shall be deemed given when mailed by registered mail, postage prepaid, or given when dispatched by telegram addressed as follows:

If to the City:

City of Columbia
1737 Main Street
Columbia, South Carolina 29217-0147
Attention: City Manager

If to the Paying Agent, the Registrar or the Trustee:

Regions Bank
Second Floor
1010 Gervais Street
Columbia, South Carolina 29201
Attention: Corporate Trust Services

The City, the Paying Agent, the Registrar and the Trustee may, by notice given to the other parties, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 18. Repeal of Inconsistent Ordinances and Resolutions.

All ordinances and resolutions of the City, and any part of any ordinance or resolution,

inconsistent with this Second Supplemental Ordinance are hereby repealed to the extent of such inconsistency.

Section 19. Severability.

If any sections, phrase, sentence or portion of this Second Supplemental Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not attest the validity of the remaining portions thereof.

Section 20. Effective Date.

This Second Supplemental Ordinance shall be effective upon its enactment by the City Council for the City of Columbia, South Carolina.

[Signature page follows]

Enacted by the City Council of the City of Columbia, South Carolina, this ____ day
of _____, 2014.

CITY COUNCIL OF THE CITY OF COLUMBIA,
SOUTH CAROLINA

By: _____
Mayor

(SEAL)

ATTEST:

Clerk

Date of First Reading:

Date of Second Reading:

[Signature page]

EXHIBIT A**FORM OF NEW BOND**

Unless this certificate is presented by an authorized representative of The Depository Trust Company, New York, New York ("DTC") to the City of Columbia, South Carolina or its agent for registration of transfer, exchange, or payment and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
CITY OF COLUMBIA
SPECIAL OBLIGATION BONDS
(HOSPITALITY FEE PLEDGE), SERIES _____

No. R-____

Interest Rate

Maturity Date

Issue Date

CUSIP

Registered Holder: Cede & Co.

Principal Amount:

THE CITY OF COLUMBIA, SOUTH CAROLINA (the "City") a public body corporate and politic and a political subdivision of the State of South Carolina (the "State"), created and existing by virtue of the laws of the State, acknowledges itself indebted and for value received hereby promises to pay, solely as hereinafter provided, to the Registered Owner named above or registered assigns, the Principal Amount set forth above on the Maturity Date stated above, unless this Bond be subject to redemption and shall have been redeemed prior thereto as hereinafter provided, upon presentation and surrender hereof at the corporate trust office of Regions Bank in Columbia, South Carolina, as trustee (the "Trustee"), and to pay interest on such Principal Amount at the annual Interest Rate stated above (calculated on the basis of a 360-day year of twelve (12) 30-day months), until the obligation of the City with respect to the payment of such Principal Amount shall be discharged. Interest on this Bond shall be payable in semiannual installments on _____ 1 and _____ 1 of each year beginning _____, 20__ (each, an "Interest Payment Date"), until maturity or earlier redemption. All payments shall be paid to the person in whose name this Bond is registered at the close of business on the fifteenth day of the calendar month (each, a "Record Date") preceding each Interest Payment Date or Principal Payment Date (as defined in the hereinafter defined Ordinances). The payments shall be payable by check or draft mailed at the times provided herein to the person in whose name this Bond is registered at the address shown on the registration books of the City held by Regions Bank, as registrar (the "Registrar"), or, in the case of a Registered Holder of \$1,000,000 or more in principal amount of this Bond, by wire transfer to on account within the continental United States upon the timely receipt of a written request of such Registered Holder. The payments are payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

THIS BOND HAS BEEN ISSUED UNDER THE PROVISIONS OF TITLE 6, CHAPTER 17 AND CHAPTER 1, ARTICLE 7, CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED (COLLECTIVELY, THE "ACT"); THE BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE CITY WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION (EXCEPT ARTICLE X, SECTION 14(10) OF THE STATE CONSTITUTION AUTHORIZING INDEBTEDNESS PAYABLE SOLELY FROM A SOURCE OF REVENUE DERIVED OTHER THAN A TAX OR LICENSE) OR STATUTORY LIMITATION. THE CITY IS NOT OBLIGATED TO PAY ANY OF THE BONDS OR THE INTEREST THEREON EXCEPT FROM HOSPITALITY FEES (AS DEFINED IN THE ORDINANCES). THE BONDS ARE NOT GENERAL OBLIGATIONS OF THE CITY, THE STATE, OR ANY POLITICAL SUBDIVISION THEREOF AND NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL CREDIT NOR TAXING POWERS OF THE CITY, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF.

This Bond shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been duly executed by the Trustee.

This Bond is one of an issue of bonds of the City in the aggregate principal amount of _____ Million Dollars (\$_____) (the "Bonds") of like tenor, except as to number, rate of interest, date of maturity and redemption provides, issued pursuant to and in accordance with the Constitution and statutes of the State, including particularly the Act, General Bond Ordinance No. 2011-63 duly enacted by the City Council of the City (the "Council") on August 30, 2011 (the "General Bond Ordinance"), and Second Supplemental Ordinance No. 2014-052 duly enacted by the Council on _____, 2014 (the "Second Supplemental Ordinance") (the General Bond Ordinance and the Second Supplemental Ordinance are herein collectively referred to as the "Ordinances") for the purpose of providing moneys, to (i) Project (ii) [satisfy the Series Reserve Fund Requirement (if any) with respect to the Bonds], and (iii) pay all costs of issuing the Bonds.

Certain capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Ordinances. Certified copies of the Ordinances are on file in the office of the Trustee and in the office of the Clerk of Court for Beaufort County, South Carolina.

The Ordinances contain provisions defining terms, set forth the revenues pledged for the payment of the principal of and interest on this Bond and the Bonds of other series herewith which may hereafter be issued on a parity herewith under the Ordinances; set forth the nature, extent and manner of enforcement of the security of this Bond and of such pledge, and the rights and remedies of the Holder hereof with respect thereto; set forth the terms and conditions upon which and the extent to which the Ordinances may be altered, modified and amended; set forth the terms and conditions upon which this Bond is issued upon which other bonds may be hereinafter issued payable as to principal, premium, if any, and interest on a parity with this Bond and equally and ratably secured herewith; sets forth the rights, duties and obligations of the City thereunder; and set forth the terms and conditions upon which the pledge made in the Ordinances for the security of this Bond and upon which the covenants, agreements and other obligations of the City made therein may be discharged at or prior to the maturity or redemption of this Bond with provisions for the payment thereof in the manner set forth in the Ordinances. Reference is hereby made to the Ordinances to all of the provisions of which any holder of this Bond by the acceptance hereof thereby assents. The provisions of the Act and the Ordinances shall be a contract with the holder of this Bond.

This Bond and the series of Bonds of which it is one and the interest thereon are special obligations of the City and are secured by and payable solely from, and secured equally and ratably by a pledge of and lien upon, the Hospitality Fees imposed and collected by the City, which pledge ranks on a parity with the pledge thereof securing the Bonds of 2012 (as defined in the Second Supplemental Ordinance) and any other Series of Bonds (as defined in the General Bond Ordinance) issued under the General Bond Ordinance. **The General Bond Ordinance authorizes the issuance of additional bonds on a parity with the Bonds, the Bonds of 2012 and any Series of Bonds (as defined in the General Bond Ordinance) which, when issued in accordance with the provisions of the General Bond Ordinance, will rank equally and be on a parity herewith.**

This Bond and the interest hereon are exempt from all State, county, municipal, school district, and all other taxes or assessments imposed within the State, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate, transfer and certain franchise taxes.

This Bond is transferable, as provided in the Ordinances, only upon the registration books of the City kept for that purpose and maintained by the Registrar, by the Holder hereof in person or by his duly authorized attorney, upon (a) surrender of this Bond and an assignment with a written instrument of transfer satisfactory to the Registrar, duly executed by the Holder hereof or his duly authorized attorney and (b) payment of the charges, if any, prescribed in the Ordinances. Thereupon a new Bond of the same aggregate principal amount, maturity and interest rate shall be issued to the transferee in exchange therefor as provided in the Ordinances. The City, the Trustee and the Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or redemption price hereof and interest due hereon and for all other purposes.

For every exchange or transfer of this Bond, the City or the Trustee or Registrar, as the case may be, may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer.

This Bond and the series of Bonds of which it is one maturing on or prior to _____ 1, _____, shall not be subject to redemption prior to their stated maturities. This Bond and the series of Bonds of which it is one maturing on or after February 1, _____, shall be subject to redemption prior to maturity, at the option of the City, on and after February 1, _____, in whole or in part at any time in such order of their maturities as the City shall determine and by lot within a maturity, at the redemption prices with respect to each Bond, expressed as a percentage of the principal amount to be redeemed, as set forth below, together, in each such case, with the interest accrued on such principal amount to the date fixed for redemption:

Period During Which Redeemed
(both dates inclusive)

Redemption Prices

If less than all of the Bonds of the series of which this Bond is one of any maturity are called for redemption, the Bonds of such maturity to be redeemed shall be selected by lot by the Registrar. In the event this Bond is redeemable, as aforesaid, and shall be called for redemption, notice of the redemption hereof, describing this Bond and specifying the redemption date and the premium payable upon such redemption, shall be given by the Registrar by first class mail, postage prepaid, to the registered owner

thereof not less than thirty (30) days and not more than sixty (60) days prior to the redemption date at the last address appearing upon the registration books of the City. If this Bond be redeemable and shall have been duly called for redemption and notice of the redemption hereof mailed as aforesaid, and if on or before the date fixed for such redemption, payment hereof shall be duly made or provided for, interest hereon shall cease to accrue from and after the redemption date hereof.

The Bonds of the series of which this Bond is one maturing in the year _____ shall be retired by sinking fund installments which shall be accumulated in the Series Debt Service Fund (as defined in the Second Supplemental Ordinance) in amounts sufficient to redeem on February 1 of each year, at a redemption price equal to the principal amount of the Bond or Bonds to be redeemed, together with interest accrued thereon to the date fixed for redemption, the principal amount of such Bonds specified for each of the years shown below:

Year	Principal Amount

The Bonds of the series of which this Bond is one maturing in the year _____ shall be retired by sinking fund installments which shall be accumulated in the Series Debt Service Fund in amounts sufficient to redeem on February 1 of each year, at a redemption price equal to the principal amount of the Bond or Bonds to be redeemed, together with interest accrued thereon to the date fixed for redemption, the principal amount of such Bonds specified for each of the years shown below:

Year	Principal Amount

At its option, to be exercised on or before the sixtieth (60th) day prior to any mandatory redemption date, the City may (i) deliver to the Registrar for cancellation, Bonds which are subject to mandatory redemption in any aggregate principal amount desired or (ii) receive a credit in respect of its mandatory redemption obligation for any such Bonds which, prior to such date, have been purchased or redeemed (otherwise than through the operation of the mandatory redemption requirement) by the City and cancelled by the Registrar and not theretofore applied as a credit against any mandatory redemption obligation. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registrar, at one hundred 100 percent (100%) of the principal amount thereof, to the obligation of the City on those respective mandatory redemption obligations in chronological order, and the principal amount of the Bonds to be redeemed by operation of the mandatory redemption requirement shall be accordingly reduced.

If less than all the Bonds of any maturity are called for redemption, the Bonds of such maturity to be redeemed shall be selected at random by the Trustee. In the event any of the Bonds or portions thereof are called for redemption, the Trustee shall give notice, in the name of the City, of redemption of Bonds by first-class mail, postage prepaid, to the Holder thereof as shown on the Books of Registry of the City not less than thirty (30) days and not more than sixty (60) days prior to the date fixed for the redemption thereof. If this Bond be redeemable and shall have been duly called for redemption and notice of the redemption hereof mailed as aforesaid, and if on or before the date fixed for such redemption, payment thereof shall be duly made or provided for, interest hereon shall cease or accrue from and after the redemption date hereof.

It is hereby certified and recited that all conditions, acts and things required by the Constitution and statutes of the State to exist, be performed or happen precedent to or in the issuance of this Bond, exist, have been performed and have happened, that the amount of this Bond, together with all other indebtedness of the City, does not exceed any limit prescribed by such Constitution or statutes.

This Bond shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been duly executed by the Trustee.

IN WITNESS WHEREOF, THE CITY OF COLUMBIA, SOUTH CAROLINA has caused this Bond to be signed by the manual or facsimile signature of its Mayor, its corporate seal to be reproduced hereon and the same to be attested by the manual or facsimile signature of its City Clerk.

THE CITY OF COLUMBIA,
SOUTH CAROLINA

By: _____
Mayor

(SEAL)

ATTEST:

By: _____
City Clerk

FORM OF CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue described in the within mentioned Ordinance.

Regions Bank, as Trustee

By: _____
Its: _____

Date: _____

IT IS HEREBY CERTIFIED that the following are true and correct copies of the respective approving opinions of McNair Law Firm, P.A., Columbia, South Carolina, and Johnson, Toal & Battiste, P.A., Columbia, South Carolina, the originals of which were manually executed, dated and issued as of the date of the delivery of and payment for the bonds, and copies of which are on file with the City.

THE CITY OF COLUMBIA, SOUTH CAROLINA

By: _____
City Clerk

FORM OF ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

(please print or type name and address of Transferee and Social Security or other identifying number of Transferee)

the within Bond and all rights and title thereunder, and hereby irrevocably constitutes and appoints attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Date: _____

STAMP Language

Signature Guaranteed: _____

NOTICE: Signature(s) must be guaranteed
By an institution which is a participant in the
Securities Transfer Agent Medallion Program
(STAMP) or similar program.

NOTICE: The signature to this assignment
must correspond with name as it appears
upon the face of the within bond in every
particular, without alteration or enlargement
or any change whatever.

EXHIBIT B

FORM OF BOND PURCHASE AGREEMENT

Attachment: 2014-052 \$35,000,000 2nd supplemental special obligation bond (Bull Street multi-use venue) [Revision 1] (1324 : ORDINANCE NO.

[§]
CITY OF COLUMBIA, SOUTH CAROLINA
SPECIAL OBLIGATION BONDS
(HOSPITALITY FEE PLEDGE)
SERIES 2014
PURCHASE CONTRACT

[], 2014

The Honorable Mayor and Members of City Council
 City of Columbia
 1737 Main Street
 Columbia, South Carolina 29201

The undersigned, [], on behalf of itself and as representative of [], as the underwriter (“Underwriter”), offers to enter into this Purchase Contract with the City of Columbia, South Carolina (“City”), which, upon the acceptance of this offer and the execution of this Purchase Contract by the City, shall be in full force and effect in accordance with its terms and shall be binding upon the City and the Underwriter. This offer is made subject to your acceptance of this Purchase Contract on or before 12:00 p.m. local time, on [], 2014, and, if not so accepted, will be subject to withdrawal by the Underwriter upon notice delivered to your office at any time prior to the acceptance hereof by you. All terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Preliminary Official Statement (defined below) or the Ordinance (defined below).

1. **Offer and Sale of Bonds.** Upon the terms and conditions and upon the basis of the representations and warranties hereinafter set forth, the Underwriter hereby agrees to purchase from the City [§] aggregate principal amount of the City’s Special Obligation Bonds (Hospitality Fee Pledge) Series 2014 (“Bonds”), and the City hereby agrees to sell to the Underwriter all (but not less than all) of the Bonds.

The purchase price for the Bonds shall be \$[] (representing the par amount of the Bonds less an Underwriter’s discount of \$[], [plus] [less] [net] original issue [premium] [discount] of \$[]). The Underwriter may change the offering prices of the Bonds at any time and from time to time.

2. **Authorization and Purpose.** The Bonds shall be authorized and issued pursuant to the following: (i) Title 6, Chapters 1, 17, and 21 Code of Laws of South Carolina 1976, as amended (“Enabling Act”); (ii) the General Bond Ordinance No. 2011-63 enacted by the City Council of the City (“City Council”) on August 30, 2011 (“Bond Ordinance”), as supplemented, including as supplemented particularly by the Second Supplemental Ordinance No. 2014-[], enacted by the City Council on [], 2014 (together with “Bond Ordinance,” as so supplemented, “Ordinance”).

Proceeds of the Bonds will be used, as applicable, to (i) finance the acquisition, by construction or purchase, of a multi-use entertainment venue and facilities, equipment, appurtenances and improvements related thereto (collectively, “2014 Projects”); (ii) fund the Series 2014 Debt Service Reserve Fund in an amount equal to the 2014 Reserve Fund Requirement (as such terms are defined in the Preliminary Official Statement); and (iii) pay the cost of issuance of the Bonds. The Bonds shall mature on such dates and in such principal amounts, shall bear interest at such rates, shall be reoffered at the prices and yields and shall be subject to optional redemption, all as set forth in Exhibit A attached hereto and made a part hereof. The Depository Trust Company (“DTC”) shall act as securities depository for the Bonds, which shall be issued in book-entry form.

Payment of the Bonds will be secured by a pledge of the local hospitality tax imposed by the City on the sale of prepared meals and beverages (“Hospitality Fees”).

3. **Official Statement.** The City has previously provided to the Underwriter copies of the Preliminary Official Statement with respect to the Bonds dated [], 2014 (“Preliminary Official Statement”). As of its date, the Preliminary Official Statement has been “deemed final” by the City for purposes of Rule 15c2-12(b)(1) under the Securities Exchange Act of 1934 (“1934 Act”), except for the offering prices, interest rates, selling commissions, principal amount per maturity, optional and mandatory redemption provisions, sources and uses of funds and delivery dates of the Bonds. Within seven business days of the date hereof and, in any event, in sufficient time to accompany confirmations requesting payment from customers, the City agrees to supply to the Underwriter a final Official Statement executed by the City (“Official Statement”) and in a sufficient quantity to comply with Rule 15c2-12(b)(1) and the rules of the Municipal Securities Rulemaking Board (“MSRB”). The City hereby consents to and ratifies the use by the Underwriter of the Preliminary Official Statement and the Official Statement in connection with the public offering of the Bonds. The Underwriter agrees that it will not confirm the sale of any Bonds unless the confirmation of sale is accompanied or preceded by the delivery of a copy of the final Official Statement pursuant to the rules of the MSRB and that any supplement or amendment to the Official Statement also shall be delivered to the initial purchasers of any Bonds.

4. **Offering.** The Underwriter intends to make an initial bona fide public offering of all the Bonds at not in excess of the public offering price or prices (nor lower than the yield or yields) set forth in Exhibit A hereto and may subsequently change such offering price or prices (or yield or yields) without any requirement of prior notice to the City. The Underwriter may offer and sell Bonds to certain dealers (including dealers depositing Bonds into investment trusts) and others, as stated in Paragraph 1 above, at prices lower than the public offering price or prices stated.

5. **Representations and Warranties of the City.** The City hereby represents and warrants to the Underwriter that:

(a) The City is a municipal corporation existing under the laws of the State of South Carolina.

(b) The City is authorized by the laws of the State of South Carolina, including particularly the Enabling Act, to enact the Ordinance, to issue the Bonds, to enter into this Purchase Contract and to secure the Bonds in the manner contemplated by the Ordinance.

(c) The City has full power and authority to consummate the transactions contemplated by this Purchase Contract, the Bonds, the Ordinance, the Official Statement and as otherwise set forth herein.

(d) The City has duly approved and authorized the distribution and use of the Preliminary Official Statement and the execution, delivery and distribution of the Official Statement; the City has delivered the Preliminary Official Statement to the Underwriter, and the City deems the Preliminary Official Statement to be final for the purposes of Rule 15c2-12(b)(1) promulgated by the Securities and Exchange Commission (“SEC”), except for the offering prices, interest rates, selling commissions, principal amount per maturity, optional and mandatory redemption provisions, sources and uses of funds and delivery dates of the Bonds; the Official Statement will be a final official statement as such term is defined in Rule 15c2-12(b)(1), as of its date; and nothing has come to the City’s attention which would lead it to believe that (i) except for the offering prices, interest rates, selling commissions, principal amount per maturity, optional and mandatory redemption provisions, sources and uses of funds and delivery date of the Bonds, the information contained in the Preliminary Official Statement is not true and correct in all material respects or contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements made in the Preliminary Official Statement, in light of the circumstances

under which they were made, misleading; and (ii) the information to be contained in the Official Statement will not be true and correct in all material respects or will contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made in the Official Statement, in light of the circumstances under which they were made, misleading (excluding from (i) and (ii), above, the information relating to DTC and its affiliates and the book-entry only system of registration and transfer and related information under the caption “THE 2014 BONDS – Book-Entry-Only System”; the information relating to the Underwriter under the caption “MISCELLANEOUS – Underwriting” and the stabilizing language on the inside front cover).

(e) The City has duly enacted the Ordinance and duly authorized all necessary action to be taken by it for: (i) the issuance and sale of the Bonds upon the terms set forth herein, in the Ordinance and in the Official Statement; (ii) the approval of the Official Statement and the execution of the Official Statement by a duly authorized officer; (iii) the application of the proceeds of the Bonds for the purposes described in the Official Statement; and (iv) the execution, delivery and receipt of this Purchase Contract, the Bonds and any and all such other agreements and documents as may be required to be executed, delivered, and received by the City in order to carry out, give effect to, and consummate the transactions contemplated hereby and by the Official Statement.

(f) The Bonds, when issued, delivered and paid for as herein and in the Ordinance provided, will have been duly authorized, executed, issued and delivered and will constitute limited obligations of the City entitled to the benefits and security of the Ordinance. The Bonds and the interest thereon do not constitute an indebtedness of the City within the meaning of any provision, limitation or restriction of the South Carolina Constitution (other than Article X, Section 14, Paragraph 10 of the South Carolina Constitution authorizing indebtedness payable solely from a revenue-producing project not involving revenues from any tax or license) or the laws of the State of South Carolina and are payable by the City solely from the Hospitality Fees.

(g) The City, immediately after the Closing, will apply the proceeds from the sale of the Bonds as described in the Ordinance and the Preliminary Official Statement and as more fully described in the certificates delivered at the Closing. The City will not knowingly take or omit to take any action, which action or omission will in any way cause the proceeds from the sale of the Bonds to be applied in a manner other than as provided in the Ordinance or would cause the interest on the Bonds to be includable in gross income for federal income tax purposes.

(h) Except as stated in the Preliminary Official Statement or the Official Statement, there is no action, suit, hearing, proceeding, inquiry or investigation at law or in equity or before or by any court, public board, agency or body pending or, to the best of the City’s knowledge, threatened in writing against or directly affecting the City contesting the due organization and valid existence of the City or wherein an unfavorable decision, ruling or finding would, in any way, adversely affect (i) the transactions contemplated hereby or by the Official Statement or the validity or due enactment of the Ordinance or the validity, due authorization and execution of the Bonds, this Purchase Contract or any agreement or instrument to which the City is a party and which is used or contemplated hereby or by the Official Statement, (ii) the federal tax-exempt status of the interest on the Bonds, (iii) the exemption of interest on the Bonds from taxation in South Carolina as described in Paragraph 5(j) below, (iv) the organization, existence or powers of the City or the title of the Mayor or any of the members of the City Council or any officers of the City, or (v) the business, properties or assets or the condition, financial or otherwise, of the City.

(i) The execution and delivery by the City of the Official Statement, this Purchase Contract and the other documents contemplated hereby and by the Official Statement, and the enactment of the Ordinance

and compliance with the provisions thereof do not and will not conflict with or constitute on the part of the City a breach of or a default under any existing law, court or administrative regulation, decree, order or any agreement, indenture, mortgage or lease by which it is or, on the date of Closing, will be bound, and this Purchase Contract constitutes a legally binding obligation of the City enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally and by equitable principles, whether considered at law or in equity.

(j) There is no legislation enacted or, to the best of the City's knowledge, pending, the effect of which would be to remove the exemption of the interest on the Bonds from any taxation under the laws of South Carolina, except inheritance or other transfer taxes and certain franchise taxes.

(k) The City has not been notified of any listing or proposed listing of disqualification by the Internal Revenue Service to the effect that the City is a bond issuer that may not certify its bonds.

(l) If, between the date of this Purchase Contract and the Termination of the Disclosure Period (hereinafter defined), any event shall occur to the knowledge of the undersigned which could reasonably cause or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (other than the information relating to DTC and its affiliates and the book-entry only system of registration and transfer and related information under the caption "THE 2014 BONDS – Book-Entry-Only System"; the information relating to the Underwriter under the caption "MISCELLANEOUS – Underwriting" and the stabilizing language on the inside front cover), the City shall notify the Underwriter thereof, and, if in the opinion of the Underwriter such event requires the preparation and publication of a supplement or amendment to the Official Statement, the City will at its own expense forthwith prepare and furnish to the Underwriter (1) a sufficient number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to the Underwriter) which will supplement or amend the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances existing at such time, not misleading, and (2) if such notification shall be subsequent to the Closing, such legal opinion, certification, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of such supplement or amendment to the Official Statement.

For purposes of this Purchase Contract:

(i) The "Termination of the Disclosure Period" shall mean the later of (1) the earlier of (x) the ninetieth day following the End of the Underwriting Period (as defined in subparagraph (ii) below) and (y) the time when the Official Statement is available to any person from a nationally recognized municipal securities information repository, and (2) the twenty-fifth day following the End of the Underwriting Period; and

(ii) The "End of the Underwriting Period" shall mean the later of (1) the Closing Date, unless the City has been notified in writing by the Underwriter on or prior to the Closing Date that the "End of the Underwriting Period" for purposes of Rule 15c2-12 will not occur on the Closing Date and (2) the date on which notice is given to the City by the Underwriter in accordance with the following sentence. In the event that the Underwriter has given notice to the City pursuant to clause (1) of this subparagraph (ii) that the "End of the Underwriting Period" will not occur on the Closing Date, the

Underwriter agrees to notify the City in writing as soon as practicable of the “End of the Underwriting Period” for purposes of Rule 15c2-12.

(m) Between the time of the City’s acceptance hereof and the Closing, the City will not have executed or issued any bonds or notes or incurred any other obligations for borrowed money, in each case, which are payable from, or secured by a pledge of, the Hospitality Fees on a parity with the pledge thereof securing the Bonds, and there will not have been any adverse change of a material nature in the financial position, method of operation, or personnel of the City; provided, however, that for the avoidance of doubt, the City’s issuance of its [\$] Special Obligation Bonds (Hospitality Fee Pledge) Series 2014, on [], 2014, shall not be a violation of this covenant.

6. **Closing.** At 10:00 a.m., local time, on [], 2014, or at such other time or such other date as shall have been agreed upon by the City and Underwriter, the City will deliver, or cause to be delivered, to the Underwriter the Bonds, in fully registered form, together with the other documents hereinafter mentioned; and the Underwriter will accept such delivery and pay the purchase price of the Bonds to the City in Federal or other immediately available funds. Time shall be of the essence, and delivery at the time and place specified pursuant to this Purchase Contract is a further condition to the obligations of the Underwriter hereunder.

Payment and delivery of the Bonds as aforesaid shall be made at the offices of the City, or at such other place as the City and the Underwriter agree upon, provided, however, that the Bonds will be physically delivered to DTC in New York, New York, or pursuant to arrangements with DTC, to Regions Bank, as registrar (“Registrar”), under the terms of a “FAST” closing. Such payment and delivery is herein called the “Closing.” The Bonds will be delivered as fully registered Bonds in book-entry form, in the form of one certificate per maturity and registered in the name of “Cede & Co.” At the direction of the City, the Registrar shall release or authorize the release of the Bonds at the Closing to the Underwriter upon receipt of payment for the Bonds as aforesaid. In addition, the City and the Underwriter agree that there shall be a preliminary closing on [], 2014, or on such other date agreed upon by the City and the Underwriter.

7. **Closing Conditions.** The Underwriter’s obligation to purchase the Bonds at the Closing is subject to the following conditions which must be performed in a timely fashion as set forth herein: (i) the performance by the City of its obligations to be performed hereunder and (ii) the following conditions, including the delivery by the City of such documents as are enumerated herein in form and substance reasonably satisfactory to the Underwriter:

(a) At the time of Closing, (i) the Official Statement shall not have been amended, modified or supplemented except as may be agreed to by the Underwriter, and the Ordinance shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter, (ii) the proceeds of the sale of the Bonds shall be applied as described in the Official Statement, (iii) all official action of the City related to the Bonds shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter, and (iv) the City shall have duly enacted and there shall be in full force and effect such proceedings as, in the opinion of McNair Law Firm, P.A. and Johnson, Toal & Battiste, P.A. (“Co-Bond Counsel”), shall be necessary in connection with the transactions contemplated hereby.

(b) The Underwriter shall have the right to cancel its obligation to purchase the Bonds (and such cancellation shall not constitute a default hereunder by the Underwriter) if between the date hereof and the Closing:

- (i) legislation shall be enacted or be actively considered for enactment by

EXHIBIT B
DRAFT

the Congress, or recommended to the Congress for passage by the President of the United States, or favorably reported for passage to either House of the Congress by a committee of such House to which such legislation has been referred for consideration, a decision by a court of the United States or the United States Tax Court shall be rendered, or a ruling, regulation or official statement by or on behalf of the Treasury Department of the United States, the IRS or other governmental agency shall be made or proposed to be made with respect to federal taxation upon revenues or other income of the general character to be derived by the City or by any similar body, or upon interest on obligations of the general character of the Bonds, or other action or events shall have transpired that have the purpose or effect, directly or indirectly, of changing the federal income tax consequences of any of the transactions contemplated in connection herewith, that, in the opinion of the Underwriter, materially and adversely affects the market price of the Bonds or the market price generally of obligations of the general character of the Bonds;

(ii) any legislation, ordinance or regulation shall be enacted or be actively considered for enactment by any governmental body, department or agency of the State, or a decision by any court of competent jurisdiction within the State shall be rendered that, in the opinion of the Underwriter, materially and adversely affects the market price of the Bonds;

(iii) any action shall have been taken by the SEC that would require the registration of the Bonds under the Securities Act of 1933, as amended ("1933 Act"), or the qualification of the Ordinance under the Trust Indenture Act of 1939, as amended, or it appears that the Underwriter, by selling the Bonds, would subject itself to liability under the 1933 Act, the 1934 Act or any blue sky law;

(iv) any event shall have occurred or shall exist that, in the opinion of the Underwriter, either (i) makes untrue or incorrect in any material respect any statement or information contained in the Official Statement, or (ii) is not reflected in the Official Statement and should be reflected therein in order to make the statements and information contained therein not misleading in any material respect;

(v) there shall have occurred any outbreak of, or escalation in, hostilities or other national or international calamity or crisis or a financial crisis, including, but not limited to, the United States engaging in hostilities, or a Declaration of War or a national emergency by the United States on or after the date hereof which, in the sole opinion of the Underwriter, would affect materially and adversely the ability of the Underwriter to market the Bonds;

(vi) trading shall be suspended, or new or additional trading or loan restrictions shall be imposed, by the New York Stock Exchange or other national securities exchange or governmental authority with respect to obligations of the general character of the Bonds or a general banking moratorium shall be declared by federal, South Carolina or New York authorities;

(vii) there shall have occurred any change in the financial condition or affairs of the or related to the Hospitality Fees the effect of which is, in the sole judgment of the Underwriter, so material and adverse as to make it impracticable or inadvisable to proceed with the offering or delivery of the Bonds on the terms and in the manner contemplated by the Official Statement;

(viii) either of the ratings of the Bonds shall have been downgraded, withdrawn, or becomes the subject of a published negative credit watch, which in the Underwriter's sole opinion, materially adversely affects the market price of the Bonds;

(ix) any litigation shall be instituted, pending or threatened to restrain or enjoin the issuance, sale or delivery of the Bonds or in any way contesting or questioning any authority for or the validity of the Bonds or the money or revenues pledged to the payment thereof or any of the proceedings of the City taken with respect to the issuance and sale thereof;

(x) the "blue sky" or securities commission of any state in the United States has withheld registration, exemption, or clearance of the offering of the Bonds, and, in the sole opinion of the Underwriter, the effect of the withholding will materially and adversely affect the market price or marketability of the Bonds;

(xi) the purchase of and payment for the Bonds by the Underwriter, or their resale or reoffering by the Underwriter, on the terms and conditions contemplated by this Purchase Contract and the Official Statement, is prohibited by any applicable law or governmental regulation or by order of any court, government authority, board, agency, or commission or would subject the Underwriter to liability under the 1933 Act, the 1934 Act, common law or otherwise;

(xii) additional material restrictions not in force on the date of this Purchase Contract have been imposed on trading in securities generally or by a governmental authority or Financial Industry Regulatory Authority, Inc.; or

(xiii) there shall have occurred any event other than those listed above, the effect of which is, in the reasonable and exclusive judgment of the Underwriter, material and adverse to make it impractical or inadvisable to proceed with the offering of the Bonds on the terms and in the manner contemplated by the Official Statement.

(c) At the time of Closing, the City shall have duly adopted all proceedings required by the Enabling Act and all other applicable laws and regulations, State or federal, necessary to enable Co-Bond Counsel to deliver an unqualified opinion with respect to due authorization, execution and delivery of the Bonds.

(d) The Underwriter shall have received, within a sufficient time period for such final Official Statements to accompany confirmations delivered by the Underwriter to potential investors in accordance with the Rules of the MSRB but in no event later than seven business days following the date hereof, a quantity of Official Statements adequate to enable the Underwriter to meet the continuing obligations imposed on it by Rule 15c2-12 under the 1934 Act; provided, however, that the Underwriter may not terminate its obligations under this Purchase Contract as a result of the failure of this condition to be met unless such failure affects the Underwriter's marketing and sale of the Bonds or subjects the Underwriter to compliance infractions under the SEC or the MSRB delivery requirements.

(e) At or prior to the Closing, the Underwriter shall receive one executed original of the following documents, unless otherwise indicated:

(i)(A) the unqualified approving opinions of Co-Bond Counsel each dated the date of Closing, addressed to the City in substantially the forms of Appendix "D" of the Official Statement, and (B) supplemental opinions of Co-Bond Counsel, each dated the date of Closing and addressed to the Underwriter, in substantially the forms set forth in

Exhibit B attached hereto;

(ii) a certificate of the City, dated the date of Closing signed by an official of the City, in substantially the form attached hereto as Exhibit C;

(iii) a specimen of the Bonds;

(iv) an opinion of Teresa A. Knox, Esquire, Counsel to the City, addressed to the City and the Underwriter, dated the date of Closing in substantially the form attached hereto as Exhibit D;

(v) evidence satisfactory to the Underwriter that the Bonds have been rated “[],” with a stable outlook, by Moody’s Investors Service, Inc. (“Moody’s”) and “[],” with a stable outlook, by Standard & Poor’s Ratings Services, a Standard & Poor’s Financial Services LLC business (“Standard & Poor’s”);

(vi) a certified copy of the Ordinance;

(vii) a copy of the Official Statement executed on behalf of the City by a duly authorized official of the City;

(viii) an executed copy of the Disclosure Dissemination Agent Agreement dated the date of Closing, between the City and Digital Assurance Certification, L.L.C.;

(ix) the opinions of Parker Poe Adams & Bernstein LLP and the Starkes Law Firm, LLC, Co-Counsel to the Underwriter, addressed to the Underwriter and dated the date of Closing in substantially the forms attached hereto as Exhibit E; and

(x) other certificates of the City or information of the City contained in certificates listed in the Closing Memorandum to be approved by counsel to the City and Co-Bond Counsel, and such additional opinions, as Co-Bond Counsel may reasonably request to evidence (A) compliance by the City with legal requirements, (B) the truth and accuracy, as of the time of Closing, of the respective representations of the City contained herein and (C) the due performance or satisfaction by the City at or prior to such time, of all agreements then to be performed and of all conditions then to be satisfied by the City.

If the City shall be unable to satisfy the conditions or the obligations contained in this Purchase Contract, or if the obligation of the Underwriter to purchase and accept delivery of the Bonds shall be terminated for any reason permitted by this Purchase Contract or, at the election of the City, if the Closing shall not occur by the end of business on [], 2014, or such alternative date as the parties may mutually establish, this Purchase Contract shall terminate and neither the Underwriter nor the City shall be under further obligation hereunder; except that the respective obligations to pay expenses to the extent applicable, as provided in Paragraph 13 hereof, shall continue in full force and effect.

The delivery of any certificate that is required to be delivered in accordance with this Purchase Contract shall be deemed to have been made if the terms of that certificate are included to the satisfaction of the Underwriter within any one certificate or any number of other certificates delivered or caused to be delivered by the party responsible for delivery.

8. **Issue Price Certificate.** At the Closing, contemporaneously with the receipt of the Bonds, the Underwriter will deliver to the City a receipt therefor and a certificate as to issue price of the Bonds

confirming their reasonable expectations regarding the representations set forth in Paragraph number 4 hereof and as to such other matters reasonable required in order to enable Co-Bond Counsel to render an opinion as to the exclusion from gross income for federal income tax purposes of interest on the Bonds.

9. **Opinions of Co-Bond Counsel.** The City will furnish to the Underwriter a reasonable supply of copies of the opinions of Co-Bond Counsel to accompany delivery of the Bonds.

10. **Annual Audits.** The City agrees to furnish to the Underwriter, upon request during the life of the outstanding Bonds, a copy of the annual audit report for the City from time to time.

11. **Mutual Performance.** The obligations of the City hereunder are subject to the performance by the Underwriter of its obligations hereunder.

12. **Survival of City's Representations, Warranties and Agreements.** All representations, warranties and agreements of the City hereunder shall remain operative and in full force and effect, regardless of any investigations made by or on behalf of the Underwriter and shall survive delivery and payment of the Bonds.

13. **Payment of Expenses.** If the Bonds are sold to the Underwriter by the City, the City shall pay, out of the proceeds of the Bonds, any expenses incident to the performance of its obligations hereunder including but not limited to: (a) the costs of the preparation of the Preliminary Official Statement and final Official Statement for the Bonds, including the costs of all proofs and production of final proof, together with the number of copies which the Underwriter deems reasonable and the costs of delivery of the Preliminary Official Statement and final Official Statement; (b) the cost of the preparation, printing and delivery of the Bonds in fully-registered form; (c) the fees and disbursements of Co-Bond Counsel, Co-Counsel to the Underwriters and any other experts or consultants retained by the City, including the City's Counsel, financial advisor, independent engineers, accountants, consultants and the charges of Moody's and Standard & Poor's; and (d) fees and costs of the Registrar/Paying Agent and Escrow Agent.

The Underwriter shall pay (a) all advertising expenses in connection with the public offering of the Bonds; (b) all expenses incurred by it in connection with its public offering and distribution of the Bonds, including, but not limited to, the fees and disbursements of any counsel retained by them (other than fees and disbursements of Co-Counsel to the Underwriters described in paragraph 13); and (c) the cost of preparing and printing the blue sky and legal investment memoranda and the disbursements for filing fees in connection with the aforesaid blue sky and legal investment memoranda.

14. **Covenants of the City.** The City agrees:

(a) To deliver promptly to the Underwriter such number of conformed copies of the Official Statement (and any amended or supplemented Official Statement) and the Ordinance as the Underwriter may reasonably request;

(b) Not to supplement or amend, or cause to be supplemented or amended, the Official Statement or the Ordinance from the date of this Purchase Contract through the Termination of the Disclosure Period, without the prior written consent of the Underwriter;

(c) Through the Termination of the Disclosure Period, to prepare any amendment or supplement to the Official Statement that may, in the judgment of the City or the Underwriter, be required so that the Official Statement as amended or supplemented will not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(d) To advise the Underwriter immediately of receipt by the City of any notification with respect to the suspension of the qualification of the Bonds for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose;

(e) To cooperate with the Underwriter including furnishing such information, executing such instruments and taking such other action in cooperation with the Underwriter as may be required to qualify the Bonds for offering and sale under the “blue sky” or other laws of such jurisdictions as the Underwriter may designate; provided that in connection with such qualification the City shall not be obligated to take any action that would subject it to the general service of process in any state where it is not now subject;

(f) Not to take or omit to take any action which action or omission will adversely affect the exemption from federal income taxation of interest on the Bonds under the Internal Revenue Code of 1986, as amended; and

(g) Not to take or omit to take any action which action or omission will in any way cause the proceeds of the Bonds to be applied in a manner contrary to that described in the Ordinance or the Official Statement.

15. **Notices.** Any notice or other communication to be given to the City under this Purchase Contract may be given by delivering the same in writing at its address set forth above, and any notice or other communication to be given to the Underwriter under this Purchase Contract may be given by delivering the same in writing to [].

16. **Arm’s-Length Transaction.** The City acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Purchase Contract is an arm’s-length commercial transaction between the City and the Underwriter, (ii) in connection therewith and with the discussions, undertakings, and procedures leading up to the consummation of this transaction, the Underwriter is and has been acting solely as a principal and is not acting as the agent or fiduciary of the City, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the City with respect to the offering contemplated hereby or the discussions, undertakings, and procedures leading thereto (regardless of whether the Underwriter has provided other services or is currently providing other services to the City on other matters) and the Underwriter has no obligation to the City with respect to the offering contemplated hereby except the obligations expressly set forth in this Purchase Contract, (iv) the Underwriter has financial and other interests that differ from those of the City, and (v) the City has consulted its own legal, financial, and other advisors to the extent it has deemed appropriate.

17. **Parties in Interest.** This Purchase Contract is made solely for the benefit of the City and the Underwriter (including any successors or assigns of the Underwriter) and no other person shall acquire or have any right hereunder or by virtue hereof, except that the representation, warranties, and agreements of the City contained in this Purchase Contract shall also be deemed to be for the benefit of the person or persons, if any, who control the Underwriter within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act. Nothing in this Purchase Contract is intended or shall be construed to give any person, other than the persons referred to in this paragraph, any legal or equitable right, remedy or claim under or in respect of this Purchase Contract or any provision contained herein. All of the representations, warranties and agreements of the City contained herein shall remain in full force and effect, regardless of (a) any investigation made by or on behalf of any Underwriter, (b) delivery of the Bonds and payment of amounts required hereunder by or for the City or (c) any termination of this Purchase Contract.

18. **Governing Law.** This Purchase Contract shall be governed by and construed in accordance with the laws of the State of South Carolina.

EXHIBIT B
DRAFT

19. ***Effectiveness; Counterpart Execution.*** This Purchase Contract shall become effective upon your acceptance and execution hereof and may be executed in counterparts and such counterparts shall constitute one and the same instrument.

20. ***No Liability.*** Neither the Mayor or members of the City Council, nor any officer, agent, attorney or employee as such, in his or her individual capacity, past, present or future of the City, either directly or through the City, shall be charged personally by the Underwriter with any liability, or held liable to such Underwriter under any term or provision of this Purchase Contract or because of its execution or contemplated execution, or because of any breach or attempted or alleged breach thereof. It is expressly agreed and understood that the obligations of the City under this Purchase Contract are solely corporate obligations and that no personal liability whatsoever shall attach to, or be incurred by, any past, present or future officer, agent, attorney or employee thereof. All personal liability of any character against every such past, present or future officer, agent, attorney and employee of the City is, by the execution of this Purchase Contract and as a condition of, and as part of the consideration for, the execution of this Purchase Contract, expressly waived and released. The immunity of the past, present or future officers, agents, attorneys and employees of the City under the provision contained in this Section shall survive the termination of this Purchase Contract.

*[ONE SIGNATURE PAGE FOLLOWS]
[REMAINDER OF PAGE INTENTIONALLY BLANK]*

EXHIBIT B
DRAFT

[SIGNATURE PAGE TO PURCHASE CONTRACT]

Very truly yours,

By: [], on behalf of itself and as representative of []

By: _____
Its: _____

Accepted and Agreed to as
of the date first above written.

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____
Its: _____

Attachment: 2014-052 \$35,000,000 2nd supplemental special obligation bond (Bull Street multi-use venue) [Revision 1] (1324 : ORDINANCE NO.

EXHIBIT A

The Bonds shall mature on the dates and bear interest at the rates and shall be reoffered at the prices as set forth below:

MATURITY SCHEDULE

\$[] Serial Bonds

MATURITY		INTEREST		MATURITY		INTEREST	
<u>(FEB. 1)</u>	<u>AMOUNT(\$)</u>	<u>RATE(%)</u>	<u>YIELD(%)</u>	<u>(FEB. 1)</u>	<u>AMOUNT(\$)</u>	<u>RATE(%)</u>	<u>YIELD(%)</u>
2026				2036			
2027				2037			
2028				2038			
2029				2039			
2030				2040			
2031				2041			
2032				2042			
2033				2043			
2034				2044			
2035							

Redemption*Optional Redemption*

The Bonds maturing on or after February 1, 20[], are subject to redemption prior to maturity on or after February 1, 20[], at the option of the City, as a whole or in part at any time in such order of their maturities as the City shall determine at the redemption price equal to 100% of the principal amount of the Bonds being redeemed together with accrued interest to the date fixed for redemption.

Mandatory Redemption

The Bonds maturing on February 1, 20[], shall be subject to mandatory sinking fund redemption commencing February 1, 20[], and will be redeemed (to the extent not previously redeemed) at 100% of the principal amount of the principal amount thereof to be redeemed, plus interest accrued to the redemption date, on February 1, of each of the following years in the respective principal amounts for each year specified below:

[to be updated after pricing]

At its option, to be exercised on or before the sixtieth (60th) day prior to any mandatory redemption date, the City may (i) deliver to the Registrar for cancellation Bonds which are subject to mandatory redemption in any aggregate principal amount desired or (ii) receive a credit in respect of its mandatory redemption obligation for any such Bonds which, prior to such date, have been purchased or redeemed (otherwise than through the operation of the mandatory redemption requirement) by the City and cancelled by the Registrar and not theretofore applied as a credit against any mandatory redemption obligation. Each Bond so delivered or previously purchased or redeemed shall be credited by the

**EXHIBIT B
DRAFT**

Registrar, at one hundred percent (100%) of the principal amount thereof, to the obligation of the City on those respective mandatory redemption obligations in such order as the City may direct the Registrar in writing, and the principal amount of the Bonds to be redeemed by operation of the mandatory redemption requirement shall be accordingly reduced.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

EXHIBIT B

Forms of Supplemental Bond Counsel Opinions

[], 2014

[Undwerwriter]

[]

Re: [\$] Special Obligation Bonds (Hospitality Fee Pledge) Series 2014, of the City of Columbia, South Carolina

We have acted as bond counsel in connection with the issuance by the City of Columbia, South Carolina ("City") of its [\$] original principal amount Special Obligation Bonds (Hospitality Fee Pledge) Series 2014 ("Bonds"). This opinion is being delivered to you pursuant to paragraph 7(e)(i)(B) of the Purchase Contract dated [], 2014 ("Purchase Contract") between the City and you as the underwriter ("Underwriter"). Capitalized terms not otherwise defined herein shall have the meanings assigned such terms in the Purchase Contract.

Reference is made to our approving opinion ("Opinion") of even date herewith as bond counsel addressed to the City delivered in connection with the issuance of the Bonds. You are hereby authorized to rely upon the Opinion to the same extent as if the Opinion were specifically addressed to you, subject to the qualifications and considerations set forth in the Opinion.

In connection therewith, we have examined:

1. Title 6, Chapters 1, 17, and 21, of the Code of Laws of South Carolina, 1976, as amended.
2. The Purchase Contract.
3. The Official Statement dated [], 2014 ("Official Statement"), relating to the Bonds; provided, however, that we have not reviewed any electronic version of the Official Statement and assume that any such version is identical in all respects to the printed version.
4. The General Bond Ordinance No. 2011-63 enacted by City Council ("City Council") of the City on August 30, 2011 ("General Ordinance"), as supplemented, including as supplemented particularly by the Second Supplemental Ordinance No. 2014-[], enacted by the City Council on [], 2014 (collectively, the "Ordinance").
5. The Disclosure Dissemination Agent Agreement dated the date hereof between the City and Digital Assurance Certification, L.L.C. ("Disclosure Agreement").

Based upon the foregoing and examinations of such other documents, and consideration of such matters of law as we have deemed appropriate to enable us to render this opinion, we are of the opinion that:

1. The Purchase Contract and the Disclosure Agreement, respectively, have been duly authorized, executed and delivered by the City.
2. The Official Statement has been duly authorized, approved and delivered by the City.

3. We have considered the information contained in the Official Statement under the headings entitled: “THE 2014 BONDS” (other than the information under “Book-Entry-Only System”); “SECURITY FOR THE 2014 BONDS”; and in Appendix C of the Official Statement entitled “Summary of Certain Provisions of the Ordinance” and, based upon our review, we are of the opinion that the statements or summaries under such headings (except the information therein related to The Depository Trust Company and its affiliates and the book-entry only system of registration and transfer and related information under the caption “THE 2014 BONDS—Book-Entry-Only System,” as to which we express no opinion) are, to the extent indicated therein, accurate statements or summaries of the matters set forth or documents referred to therein, and fairly present the information purported to be shown, and the information under the heading “TAX EXEMPTION AND OTHER TAX MATTERS” is true and correct in all material respects.

4. The Ordinance and the Bonds conform as the form and tenor with the terms and provisions thereof as set out in the Official Statement.

5. All conditions precedent to the delivery of the Bonds contained in the Ordinance have been fulfilled.

6. The Bonds are presently exempt from registration under the Securities Act of 1933, as amended, and the Ordinance is presently exempt from qualification as an indenture under the Trust Indenture Act of 1939, as amended.

This opinion is rendered to and may be relied upon solely by the Underwriter and may not be relied upon by any other persons, firms or corporations.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur.

Yours very truly,

McNAIR LAW FIRM, P.A.

[], 2014

[Underwriter]

[]

Re: [\$] Special Obligation Bonds (Hospitality Fee Pledge) Series 2014,
of the City of Columbia, South Carolina

We have acted as bond counsel in connection with the issuance by the City of Columbia, South Carolina (“City”) of its [\$] original principal amount Special Obligation Bonds (Hospitality Fee Pledge) Series 2014 (“Bonds”). This opinion is being delivered to you pursuant to paragraph 7(e)(i)(B) of the Purchase Contract dated [], 2014 (“Purchase Contract”) between the City and you as the underwriter (“Underwriter”). Capitalized terms not otherwise defined herein shall have the meanings assigned such terms in the Purchase Contract.

Reference is made to our approving opinion (“Opinion”) of even date herewith as bond counsel addressed to the City delivered in connection with the issuance of the Bonds. You are hereby authorized to rely upon the Opinion to the same extent as if the Opinion were specifically addressed to you, subject to the qualifications and considerations set forth in the Opinion.

In connection therewith, we have examined:

1. Title 6, Chapters 1, 17, and 21 of the Code of Laws of South Carolina, 1976, as amended.
2. The Purchase Contract.
3. The Official Statement dated [] 2014 (“Official Statement”), relating to the Bonds; provided, however, that we have not reviewed any electronic version of the Official Statement and assume that any such version is identical in all respects to the printed version.
4. The General Bond Ordinance No. 2011-63 enacted by City Council (“City Council”) of the City on August 30, 2011 (“General Ordinance”), as supplemented, including as supplemented particularly by the Second Supplemental Ordinance No. 2014-[], enacted by the City Council on [], 2014 (collectively, the “Ordinance”).
5. The Disclosure Dissemination Agent Agreement dated the date hereof between the City and Digital Assurance Certification, L.L.C. (“Disclosure Agreement”).

Based upon the foregoing and examinations of such other documents, and consideration of such matters of law as we have deemed appropriate to enable us to render this opinion, we are of the opinion that:

1. The Purchase Contract and the Disclosure Agreement, respectively, have been duly authorized, executed and delivered by the City.
2. The Official Statement has been duly authorized, approved and delivered by the City.
3. We have considered the information contained in the Official Statement under the headings entitled: “THE 2014 BONDS” (other than the information under “Book-Entry-Only System”); “SECURITY FOR THE 2014 BONDS”; and in Appendix C of the Official Statement entitled “Summary

of Certain Provisions of the Ordinance” and, based upon our review, we are of the opinion that the statements or summaries under such headings (except the information therein related to The Depository Trust Company and its affiliates and the book-entry-only system of registration and transfer and related information under the caption “THE 2014 BONDS—Book-Entry-Only System,” as to which we express no opinion) are, to the extent indicated therein, accurate statements or summaries of the matters set forth or documents referred to therein, and fairly present the information purported to be shown.

4. The Ordinance and the Bonds conform as the form and tenor with the terms and provisions thereof as set out in the Official Statement.

5. All conditions precedent to the delivery of the Bonds contained in the Ordinance have been fulfilled.

6. The Bonds are presently exempt from registration under the Securities Act of 1933, as amended, and the Ordinance is presently exempt from qualification as an indenture under the Trust Indenture Act of 1939, as amended.

This opinion is rendered to and may be relied upon solely by the Underwriter and may not be relied upon by any other persons, firms or corporations.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur.

Yours very truly,

Johnson, Toal & Battiste, P.A.

EXHIBIT C**GENERAL CERTIFICATE OF THE CITY OF COLUMBIA
REQUIRED BY SECTION 7(e)(ii) OF THE PURCHASE CONTRACT**

Pursuant to Section 7(e)(ii) of the Purchase Contract dated [], 2014 ("Purchase Contract"), between the City of Columbia, South Carolina ("City") and [], on behalf of itself and as representative of [], as underwriter ("Underwriter"), the undersigned authorized representative of the City hereby certifies as follows:

1. The representations and warranties of the City in the Purchase Contract are true and correct in all material respects as of the date hereof.

2. There is no action, suit, hearing, proceeding, inquiry or investigation at law or in equity or before or by any court, public board, agency or body pending or, to the best of the City's knowledge, threatened in writing against or directly affecting the City contesting the due organization and valid existence of the City or wherein an unfavorable decision, ruling or finding would, in any way, materially adversely affect (A) the transactions contemplated by the Purchase Contract or the Official Statement dated [], 2014 ("Official Statement"), relating to the [\$] City of Columbia, South Carolina Special Obligation Bonds (Hospitality Fee Pledge) Series 2014 ("Bonds"), or the validity, due authorization and execution of the Purchase Contract, the Disclosure Dissemination Agent Agreement dated [], 2014, between the City and Digital Assurance Certification, L.L.C., or any agreement or instrument to which the City is a party or which is used or contemplated for use in the consummation of the transactions contemplated by the Purchase Contract or by the Official Statement, (B) the federal tax-exempt status of the interest component on the Bonds, (C) the exemption of the interest component on the Bonds from taxation as described in Paragraph 5(j) of the Purchase Contract, (D) the organization, existence or powers of the City or the title of the Mayor or any of the members of the City Council or any officers of the City except as set forth in the Official Statement, or (E) the business, properties or assets or the condition, financial or otherwise, of the City.

3. The information with respect to the City contained in the Official Statement, relating to the Bonds, is, as of its date, true and correct in all material respects. The information with respect to the City contained in the Official Statement does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading, and there has not been any material adverse change in the financial condition or operations of the City since the date of the Official Statement which has not been brought to the attention of the Underwriter in writing prior to the date hereof.

4. To the best of the knowledge and belief of the City, the City reasonably expects as of the date hereof that the proceeds of the Bonds will be used as provided in the Official Statement.

IN WITNESS WHEREOF, the undersigned has executed this Certificate in the name and on behalf of the City as of [], 2014.

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____
City Manager

EXHIBIT D

[Form of Opinion of the City Attorney]

[], 2014

[Underwriter]

[]

City of Columbia
Columbia, South Carolina

Re: [\$] Special Obligation Bonds (Hospitality Fee Pledge) Series 2014 of the City of Columbia, South Carolina

As counsel to the City of Columbia, South Carolina, a municipal corporation and political subdivision created pursuant to the laws of the State of South Carolina (“City”), I have considered the validity of the City’s [\$] original principal amount Special Obligation Bonds (Hospitality Fee Pledge) Series 2014 (“Bonds”). This opinion is being delivered to you pursuant to paragraph 7(e)(iv) of the Purchase Contract dated [], 2014 (“Purchase Contract”) between the City and you as the underwriter (“Underwriter”). Capitalized terms not otherwise defined herein shall have the meanings assigned such terms in the Purchase Contract.

In connection therewith, I have examined:

1. Title 6, Chapters 1, 17, and 21, of the Code of Laws of South Carolina, 1976, as amended;
2. The Purchase Contract;
3. The Official Statement dated [], 2014 (“Official Statement”), relating to the Bonds, provided, however, that I have not reviewed any electronic version of the Official Statement and assume that any such version is identical in all respects to the printed version;
4. The General Bond Ordinance No. 2011-63 enacted by City Council (“City Council”) of the City on August 30, 2011 (“General Ordinance”), as supplemented, including as supplemented particularly by the Second Supplemental Ordinance No. 2014-[], enacted by the City Council on [], 2014 (collectively, the “Ordinance”);
5. The Disclosure Dissemination Agent Agreement dated the date hereof between the City and Digital Assurance Certification, L.L.C. (“Disclosure Agreement” and with the Purchase Contract, “City Agreements”); and
6. Such other documents and instruments and proceedings of the City as I have deemed relevant.

As to questions of fact material to my opinion, I have relied upon representations and other certifications of officials of the City without undertaking to verify the same by independent investigation.

Based on the foregoing, I am of the opinion that as of this date:

1. The City is a political subdivision validly existing under the Constitution and laws of the State of South Carolina, and has all requisite power and authority (i) to enact and implement the Ordinance and to issue, sell and deliver the Bonds and (ii) to conduct its business as currently being conducted and as proposed to be conducted and as described in the Official Statement and to carry out the transactions contemplated by the Purchase Contract and the Official Statement.

2. Each of the City Agreements has been duly authorized, executed and delivered by the City and, assuming due authorization, execution and delivery by the applicable parties thereto, constitutes a legal, valid and binding agreement enforceable against the City in accordance with its terms (except that the enforceability thereof may be subject to the exercise of judicial discretion in accordance with general principles of equity and to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable); provided, however, that no opinion is expressed as to the enforceability of the indemnity or choice of law provisions thereof.

3. The City has taken all action legally required of it to enact and to implement the Ordinance and to authorize the issuance, sale and delivery of the Bonds. The Ordinance has been duly enacted by the City Council.

4. To the best of my knowledge and after due inquiry, the City is not in default in any material respect under any material agreement or other instrument to which it is a party or by which it may be bound.

5. There are no consents, approvals or authorizations of the State of South Carolina or any local governmental authority required on the part of the City in connection with the enactment and implementation of the Ordinance and the execution and delivery of the Purchase Contract, provided, however, that there is no opinion given with respect to compliance with any state securities laws or "blue sky" laws of any jurisdiction.

6. To the best of my knowledge and after due inquiry and except as disclosed in the Official Statement, there are no proceedings or investigations pending or threatened in writing against the City in any court or before any governmental authority or arbitration board or tribunal, wherein an unfavorable decision, ruling or finding would in any way materially and adversely affect the transactions contemplated by the Purchase Contract and the Official Statement or which, in any way, would adversely affect the validity and enforceability of the Bonds, or any agreement or instrument to which the City is a party and which is used or contemplated by the foregoing.

7. None of the proceedings held or actions taken by the City with respect to the Ordinance, the City Agreements or the Bonds have been repealed, rescinded or revoked.

Very truly yours,

Teresa A. Knox
City Attorney

EXHIBIT E

Form of Underwriter's Counsel Opinion

[], 2014

[Underwriter]

[]

[§]
City of Columbia, South Carolina
Special Obligation Bonds
(Hospitality Fee Pledge)
Series 2014

Ladies and Gentlemen:

We have acted as counsel to [], as the underwriter ("Underwriter"), in connection with the purchase of the referenced bonds ("Bonds") pursuant to a Purchase Contract, dated [], 2014 ("Purchase Contract"), between the Underwriter and the City of Columbia, South Carolina ("City"). This opinion is delivered to you pursuant to Section 7(e)(ix) of the Purchase Contract. Each capitalized term not otherwise defined in this letter has the meaning assigned to that term in the Purchase Contract.

We have, as your counsel, examined and relied on originals or copies, certified or otherwise identified to our satisfaction, of such other documents, legal opinions, instruments or records, and have made such investigation of law, as we have deemed appropriate as a basis for the conclusions hereinafter expressed for the purpose of this opinion.

In arriving at the conclusions expressed below, we are not expressing any opinion or view on, and are assuming and relying on, the validity, accuracy and sufficiency of the records, documents, certificates and opinions referred to above, including the accuracy of all factual matters represented and legal conclusions contained therein. We have assumed that all records, documents, certificates and opinions that we have reviewed, and the signatures thereto, are genuine.

We are not passing on and do not assume any responsibility for the accuracy, completeness or fairness of any of the statements contained in the Official Statement, and make no representation that we have independently verified the accuracy, completeness or fairness of any such statements. However, in our capacity as your counsel, we met in conferences with your representatives and representatives of the City, counsel to the City, McNair Law Firm, P.A. and Johnson, Toal & Battiste, P.A., as co-bond counsel, during which conferences the contents of the Official Statement and related matters were discussed. Based on our participation in these conferences, and in reliance on these conferences and on the records, documents, certificates and opinions referenced above, we advise you that, during the course of our representation of you as the Underwriter on this matter, no information came to the attention of the attorneys in our firm rendering legal services in connection with your representation that caused us to believe that the Official Statement as of its date and as of the date of this letter (except for any financial and statistical data and forecasts, numbers, estimates, assumptions and expressions of opinion, and information concerning The Depository Trust Company and the book-entry system for the Bonds contained or incorporated by reference in the Official Statement and its Appendices, which we expressly exclude from the scope of this sentence) contained or contains any untrue statement of a material fact or omitted or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

E-1

PPAB 2438453v2

Attachment: 2014-052 \$35,000,000 2nd supplemental special obligation bond (Bull Street multi-use venue) [Revision 1] (1324 : ORDINANCE NO.

Furthermore, we are of the opinion that in connection with the offering and sale of the Bonds, the Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended, and no indenture with respect to the Bonds is required to be qualified pursuant to the Trust Indenture Act of 1939, as amended.

Except as set forth above, we express no opinion in connection with the issuance and sale of the Bonds. The opinions expressed above are rendered solely for your benefit in connection with the issuance of the Bonds. These opinions may neither be relied on by you for any other purpose nor be furnished to, used, circulated, quoted or relied on by any other person or entity for any other purpose, without our prior written consent in each instance. We disclaim any obligation to update the opinions expressed above for events occurring or coming to our attention after the date of this letter.

Very truly yours,

PARKER POE ADAMS & BERNSTEIN LLP

[], 2014

[Underwriter]
[]

Re: [City of Columbia, South Carolina, Special Obligation Bonds (Hospitality Fee Pledge) Series 2014

Ladies and Gentlemen:

We have acted as counsel to [Underwriter] as the underwriter (“Underwriter”), in connection with the purchase of the above referenced bonds (“Bonds”) pursuant to a Purchase Contract, dated [], 2014 (“Purchase Contract”), between the Underwriter and the City of Columbia, South Carolina (“City”). This opinion is delivered to you pursuant to Section 7(e)(ix) of the Purchase Contract. Each capitalized term not otherwise defined in this Letter has the meaning assigned to that term in the Purchase Contract.

We have, as your counsel, examined and relied on originals or copies, certified or otherwise identified to our satisfaction, of such other documents, legal opinions, instruments or records, and have made such investigation of law, as we have deemed appropriate as a basis for the conclusions hereinafter expressed for the purpose of this opinion.

In arriving at the conclusions expressed below, we are not expressing any opinion or view on, and are assuming and relying on, the validity, accuracy and sufficiency of the records, documents, certificates and opinions referred to above, including the accuracy of all factual matters represented and legal conclusions contained therein. We have assumed that all records, documents, certificates and opinions that we have reviewed, and the signatures thereto, are genuine.

We are not passing on and do not assume any responsibility for the accuracy, completeness or fairness of any of the statements contained in the Official Statement, and make no representation that we have independently verified the accuracy, completeness or fairness of any such statements. However, in our capacity as your counsel, we met in conferences with your representatives and representatives of the City, counsel to the City, McNair Law Firm, P.A. and Johnson, Toal & Battiste, P.A., as co-bond counsel, during which conferences the contents of the Official Statement and related matters were discussed. Based on our participation in these conferences, and in reliance on these conferences and on the records, documents, certificates and opinions referenced above, we advise you that, during the course of our representation of you as the Underwriter on this matter, no information came to the attention of the attorneys in our firm rendering legal services in connection with your representation that caused us to believe that the Official Statement as of its date and as of the date of this letter (except for any financial and statistical data and forecasts, numbers, estimates, assumptions and expressions of opinion, and information concerning The Depository Trust Company and the book-entry system for the Bonds contained or incorporated by reference in the Official Statement and its Appendices, which we expressly exclude from the scope of this sentence) contained or contains any untrue statement of a material fact or omitted or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Furthermore, we are of the opinion that in connection with the offering and sale of the Bonds, the Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended, and no indenture with respect to the Bonds is required to be qualified pursuant to the Trust Indenture Act of 1939, as amended.

Except as set forth above, we express no opinion in connection with the issuance and sale of the Bonds. The opinions expressed above are rendered solely for your benefit in connection with the issuance of the Bonds. These opinions may neither be relied on by you for any other purpose nor be furnished to, used,

circulated, quoted or relied on by any other person or entity for any other purpose, without our prior written consent in each instance. We disclaim any obligation to update the opinions expressed above for events occurring or coming to our attention after the date of this letter.

Very truly yours,

STARKES LAW FIRM

EXHIBIT C

FORM OF PRELIMINARY OFFICIAL STATEMENT

Attachment: 2014-052 \$35,000,000 2nd supplemental special obligation bond (Bull Street multi-use venue) [Revision 1] (1324 : ORDINANCE NO.

June [], 2014 DRAFT

DAC Bond®

PRELIMINARY OFFICIAL STATEMENT DATED [], 2014**NEW ISSUE
BOOK-ENTRY-ONLY****RATINGS:**
Moody's: []
Standard & Poor's: []
(see "RATINGS")

In the opinion of McNair Law Firm, P.A., Co-Bond Counsel, assuming continued compliance by the City with the provisions of the Internal Revenue Code of 1986, as amended, as described herein, interest on the 2014 Bonds is excludable from gross income for federal income tax purposes under existing laws, regulations, rulings and judicial decisions. Interest on the 2014 Bonds is not an item of tax preference in computing the alternative minimum tax on individuals and corporations. However, interest on the 2014 Bonds is included in adjusted current earnings when calculating the corporate alternative minimum tax on certain corporations. The 2014 Bonds and the interest thereon will also be exempt from all State, county, municipal, school district and other taxes or assessments imposed within the State of South Carolina, except estate, transfer and certain franchise taxes.



\$[*]
CITY OF COLUMBIA, SOUTH CAROLINA
SPECIAL OBLIGATION BONDS
(HOSPITALITY FEE PLEDGE)
SERIES 2014

Dated: Delivery Date**Due: February 1, as shown on inside cover**

The City of Columbia, South Carolina ("City"), Special Obligation Bonds (Hospitality Fee Pledge) Series 2014 ("2014 Bonds"), are issuable in fully-registered form and when issued will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), to which payments of principal, redemption premium, if any, and interest on the 2014 Bonds will be made. Individual purchases will be made in book-entry-only form, in denominations of \$5,000 or any integral multiple thereof. So long as Cede & Co., as partnership nominee of DTC, is the registered owner of the 2014 Bonds, references herein to holders or registered owners of the 2014 Bonds means Cede & Co., and shall not mean the beneficial owners of the 2014 Bonds. Interest on the 2014 Bonds shall be payable on each February 1 and August 1 commencing February 1, 2015, until maturity or prior redemption. Principal on the 2014 Bonds will be payable in the years and amounts shown on the inside cover hereof. All capitalized terms used on this cover, and not otherwise defined, are defined herein.

The 2014 Bonds are being issued under the authority of the Constitution and laws of the State, including Title 6, Chapters 1, 17 and 21, Code of Laws of South Carolina 1976, as amended, and the General Bond Ordinance No. 2011-63, enacted by the City Council, the governing body of the City ("City Council"), on August 30, 2011, as supplemented, including as supplemented particularly by the Second Supplemental Ordinance No. 2014-[], enacted by the City Council on [], 2014.

The 2014 Bonds are being issued for the purposes of (i) financing the acquisition, by construction or purchase, of a multi-use entertainment venue and facilities, equipment, appurtenances and improvements related thereto (collectively "2014 Projects"); (ii) funding the Series 2014 Debt Service Reserve Fund in an amount equal to the 2014 Reserve Fund Requirement (as such terms are defined herein); and (iii) paying the cost of issuance of the 2014 Bonds.

The 2014 Bonds, including the interest thereon, are payable solely from and secured by a pledge of the Hospitality Fees (defined herein).

THE 2014 BONDS WILL BE SUBJECT TO OPTIONAL [AND MANDATORY] REDEMPTION PRIOR TO MATURITY AS DESCRIBED HEREIN.

THE 2014 BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE CITY WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION (OTHER THAN ARTICLE X, SECTION 14, PARAGRAPH 10 OF THE SOUTH CAROLINA CONSTITUTION AUTHORIZING OBLIGATIONS PAYABLE SOLELY FROM SPECIAL SOURCES NOT INVOLVING REVENUES FROM ANY TAX OR LICENSE) OR STATUTORY LIMITATION. THE 2014 BONDS SHALL NOT CONSTITUTE A DEBT OF THE CITY, NOR A CHARGE, LIEN OR ENCUMBRANCE, LEGAL OR EQUITABLE, ON ANY PROPERTY OF THE CITY OR ON ANY INCOME, RECEIPTS OR REVENUES THEREOF, OTHER THAN THE HOSPITALITY FEES PLEDGED THERETO. NO RECOURSE SHALL BE HAD FOR THE PAYMENT OF THE 2014 BONDS OR THE INTEREST THEREON AGAINST THE GENERAL FUND OF THE CITY AND NEITHER THE CREDIT NOR THE TAXING POWER OF THE CITY SHALL BE DEEMED TO BE PLEDGED THERETO. THE FULL FAITH, CREDIT AND TAXING POWERS OF THE CITY ARE NOT PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE 2014 BONDS.

The 2014 Bonds are offered when, as and if issued and delivered by the City, subject to the final approving opinions of McNair Law Firm, P.A., Columbia, South Carolina, and Johnson, Toal & Battiste, P.A., Columbia, South Carolina, Co-Bond Counsel. Certain legal matters will be passed on for the City by the City Attorney, Teresa A. Knox, Esquire, and for the Underwriter by its co-counsel, Parker Poe Adams & Bernstein LLP, Columbia, South Carolina, and The Starkes Law Firm, P.A., Columbia, South Carolina. Merchant Capital, L.L.C., Columbia, South Carolina, has served as Financial Advisor to the City in connection with the issuance of the 2014 Bonds. It is expected that the 2014 Bonds will be available for delivery through the facilities of DTC, on or about [], 2014.

This cover page contains certain information for quick reference only. It is not a summary of the issue. Investors should read the entire Official Statement to obtain information essential to the making of an informed investment decision. The City deems this Preliminary Official Statement to be final as of its date for purposes of Rule 15c2-12 promulgated by the Securities and Exchange Commission, except for information which may be omitted pursuant to Rule 15c2-12.

UNDERWRITER

This Official Statement is dated [], 2014

This Preliminary Official Statement and the information contained herein are subject to completion and amendment. The 2014 Bonds may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy the 2014 Bonds nor shall there be any sale of the 2014 Bonds in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

Attachment: 2014-052 \$35,000,000 2nd supplemental special obligation bond (Bull Street multi-use venue) [Revision 1] (1324 : ORDINANCE NO.

MATURITY SCHEDULE

\$[] Serial Bonds

MATURITY				
<u>(FEB. 1)</u>	<u>AMOUNT(\$)</u>	<u>INTEREST</u>	<u>YIELD(%)</u>	<u>CUSIP¹</u>
2026				
2027				
2028				
2029				
2030				
2031				
2032				
2033				
2034				
2035				
2036				
2037				
2038				
2039				
2040				
2041				
2042				
2043				
2044				

¹It is anticipated that a CUSIP identification number ("CUSIP") will be printed on each 2014 Bond, but neither the failure to print this number on any 2014 Bond nor any error with respect to that CUSIP constitutes cause for failure or refusal by the purchaser of that 2014 Bond to accept delivery of and pay for that 2014 Bond according to the terms of the purchaser's proposal. All expenses regarding printing CUSIPs on the 2014 Bonds shall be paid for by the City; provided, however, that the CUSIP Service Bureau charge for the assignment of CUSIPs shall be the responsibility of and shall be paid for by the Underwriter. Further, the City is not responsible for obtaining the CUSIPs.

This Official Statement does not constitute an offering of any security other than the original offering of the 2014 Bonds identified on the cover. No dealer, broker, salesman or other person has been authorized to give any information or to make any representations other than those contained in this Official Statement and, if given or made, such other information or representations must not be relied on as having been authorized by the City. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, and there shall not be any sale of the 2014 Bonds by any person in any jurisdiction in which it is unlawful to make such offer, solicitation or sale.

Information in this Official Statement has been obtained by [] (“Underwriter”) from the City and other sources believed to be reliable. THE INFORMATION AND EXPRESSIONS OF OPINION IN THIS OFFICIAL STATEMENT ARE SUBJECT TO CHANGE, AND NEITHER THE DELIVERY OF THIS OFFICIAL STATEMENT NOR ANY SALE MADE UNDER THIS OFFICIAL STATEMENT SHALL CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE CITY.

The Underwriter has provided the following sentence for inclusion in this Official Statement. The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of their responsibility to investors under the federal securities laws applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

On execution and delivery, the 2014 Bonds will not be registered under the Securities Act of 1933, as amended (“1933 Act”), or any state securities law, and will not be listed on any stock or other securities exchange. Neither the Securities and Exchange Commission (“SEC”) nor any other federal, state or other governmental entity or agency will have passed on the accuracy or adequacy of this document or approved the 2014 Bonds for sale. Any representation to the contrary is a criminal offense.

Regions Bank, as Trustee, Registrar, and Paying Agent, has not provided, or undertaken to determine the accuracy of, any of the information contained in this Official Statement and makes no representation or warranty, express or implied, as to (i) the accuracy or completeness of such information, (ii) the validity of the 2014 Bonds, or (iii) the tax-exempt status of the interest on the 2014 Bonds.

Reference herein to laws, rules, regulations, agreements, reports and other documents, do not purport to be comprehensive or definitive. All references to such documents are qualified in their entirety by reference to the particular document, the full text of which may contain qualifications of and exceptions to statements made therein. Where full texts have not been included as appendices to the Official Statement, they will be furnished on request.

Certain statements included or incorporated by reference in this Official Statement constitute “forward-looking statements,” within the meaning of the 1933 Act or the Securities Exchange Act of 1934, as amended. Such statements are generally identifiable by the terminology used such as “plan,” “project,” “expect,” “anticipate,” “intend,” “believe,” “estimate,” “budget,” or other similar words. THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES, AND OTHER FACTORS THAT MAY CAUSE ACTUAL RESULTS, PERFORMANCE, OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE, OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY THE FORWARD-LOOKING STATEMENTS. THE CITY DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THESE FORWARD-LOOKING STATEMENTS IF OR WHEN CHANGES TO EXPECTATIONS, OR EVENTS, CONDITIONS, OR CIRCUMSTANCES, ON WHICH THE FORWARD-LOOKING STATEMENTS ARE BASED, OCCUR OR FAIL TO OCCUR.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVER ALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF THE 2014 BONDS AT OR ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET, AND SUCH STABILIZING MAY BE DISCONTINUED AT ANY TIME.

CITY OF COLUMBIA, SOUTH CAROLINA
 1737 Main Street
 Columbia, South Carolina 29201
 803-545-3050



CITY COUNCIL

Stephen K. Benjamin, Esquire, Mayor

COUNCIL MEMBERS

Moe Baddourah
 Sam Davis
 Tameika Isaac Devine, Esquire
 Brian DeQuincey Newman, Esquire
 Leona K. Plaugh
 Cameron Runyan

CITY MANAGER

Teresa B. Wilson, Esquire

CHIEF FINANCIAL OFFICER

Jeffery M. Palen

CITY ATTORNEY

Teresa A. Knox, Esquire

FINANCIAL ADVISOR

Merchant Capital, L.L.C.
 Columbia, South Carolina

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OFFICIAL STATEMENT
\$[*]
CITY OF COLUMBIA, SOUTH CAROLINA
SPECIAL OBLIGATION BONDS
(HOSPITALITY FEE PLEDGE)
SERIES 2014

INTRODUCTION

This Official Statement of the City of Columbia, South Carolina ("City"), which includes the cover page hereof and the appendices hereto, provides information relating to the City, its \$[*] principal amount Special Obligation Bonds (Hospitality Fee Pledge) Series 2014 ("2014 Bonds"). The 2014 Bonds, the 2012 Bonds, and any Additional Bonds (as such terms are hereinafter defined) are referred to herein as the "Bonds." The Bonds are payable from and secured by a pledge of the local hospitality tax imposed by the City on the sale of prepared meals and beverages ("Hospitality Fees"). Included in this Official Statement is a brief description of the 2014 Bonds and the security therefor, the Hospitality Fees, the City and the surrounding area, and the Ordinance (defined herein) pursuant to which the 2014 Bonds are authorized and issued by the City. Also included is certain financial information relating to the City and the Hospitality Fees. The summaries and references to all documents, statutes, reports and other instruments referred to herein do not purport to be complete, comprehensive or definitive, and each such reference or summary is qualified in its entirety by reference to each such document, statute, report or other instrument. Capitalized terms used herein without specific definition are used as defined in "APPENDIX C – Summary of Certain Provisions of the Ordinance."

Authorization

The 2014 Bonds are being issued under the Constitution and laws of the State of South Carolina ("State"), including Title 6, Chapters 1, 17 and 21, Code of Laws of South Carolina 1976, as amended, and the General Bond Ordinance No. 2011-63, enacted by the City Council, the governing body of the City ("City Council"), on August 30, 2011 ("General Bond Ordinance"), as supplemented, including as supplemented particularly by the Second Supplemental Ordinance No. 2014-[], enacted by the City Council on July [], 2014 ("Supplemental Ordinance," and together with the General Bond Ordinance, "Ordinance").

Purpose

The 2014 Bonds are being issued for the purpose of providing funds (i) for the acquisition, by construction or purchase, of a multi-use entertainment venue and facilities, equipment, appurtenances and improvements (collectively, "2014 Projects"); (ii) fund fully the Series 2014 Debt Service Reserve Fund in an amount equal to the 2014 Reserve Fund Requirement (as such terms are defined herein); and (iii) to pay the cost of issuance of the 2014 Bonds. See "SOURCES AND USES OF FUNDS" and "PLAN OF FINANCE."

THE 2014 BONDS

General

The 2014 Bonds will be dated their date of delivery, will mature on February 1 in the years and in the principal amounts set forth on the inside cover page hereto, and will bear interest at the rates per annum (calculated on the basis of a 360-day year comprised of twelve 30-day months) set forth on the inside cover page hereto, payable semiannually on February 1 and August 1, commencing February 1, 2015. The 2014 Bonds are issuable initially in book-entry-only form, in denominations of \$5,000 or any integral multiple thereof. So long as the 2014 Bonds are in book-entry-only form and are registered in the name of Cede & Co., as the nominee of The Depository Trust Company, New York, New York ("DTC"), payments on the 2014 Bonds will be made as set forth under "Book-Entry-Only System" below. Should the 2014 Bonds no longer be held in book-entry-only form, principal of the 2014 Bonds, whether due on maturity or redemption, will be payable on the respective maturity dates or redemption dates on presentation and surrender thereof at the corporate trust office of Regions Bank, as trustee, registrar and paying agent ("Trustee"), and interest on the 2014 Bonds will be payable by check or draft of the Trustee mailed to the person in whose name each 2014 Bond is registered as of the close of business on the fifteenth day of each month immediately preceding such payment. Interest payments to a person who is a holder of \$1,000,000 or more in

aggregate principal amount of the 2014 Bonds not held in book-entry-only form may be made by wire transfer to an account within the continental United States on timely receipt of a written request of such holder.

The 2014 Bonds are subject to optional [and mandatory] redemption prior to maturity.

Optional Redemption

The 2014 Bonds maturing on or after February 1, 20[], are subject to redemption prior to maturity on or after February 1, 20[], at the option of the City, as a whole or in part at any time in such order of their maturities as the City shall determine at the redemption price equal to 100% of the principal amount of the 2014 Bonds being redeemed together with accrued interest to the date fixed for redemption.

Mandatory Redemption

The 2014 Bonds maturing on February 1, 20[] ("Term Bonds"), are subject to mandatory sinking fund redemption commencing February 1, 20[]

, and will be redeemed (to the extent not previously redeemed) at 100% of the principal amount of the principal amount thereof to be redeemed, plus interest accrued to the redemption date, on February 1 of each of the following years in the respective principal amounts for each year specified below:

[to be updated after pricing]

At its option, to be exercised on or before the sixtieth (60th) day prior to any mandatory redemption date, the City may (i) deliver to the Trustee for cancellation 2014 Bonds which are subject to mandatory redemption in any aggregate principal amount desired or (ii) receive a credit in respect of its mandatory redemption obligation for any such 2014 Bonds which, prior to such date, have been purchased or redeemed (otherwise than through the operation of the mandatory redemption requirement) by the City and cancelled by the Trustee and not theretofore applied as a credit against any mandatory redemption obligation. Each 2014 Bond so delivered or previously purchased or redeemed shall be credited by the Trustee, at one hundred percent (100%) of the principal amount thereof, to the obligation of the City on those respective mandatory redemption obligations in chronological order or such other manner as directed in writing by the City to the Trustee, and the principal amount of the 2014 Bonds to be redeemed by operation of the mandatory redemption requirement shall be accordingly reduced.

General Redemption Provisions; Notice

In the event the 2014 Bonds or any portion thereof will be called for redemption, notice of the redemption, describing (among other things) the 2014 Bonds to be redeemed, specifying the redemption date and the redemption price payable on such redemption, will be mailed by first-class mail, postage prepaid, to the registered owner thereof as shown on the Books of Registry not less than 30 days and not more than 60 days prior to the redemption date. So long as the 2014 Bonds are in book-entry-only form and are registered in the name of Cede & Co., as the nominee of DTC, notices of redemption with respect to the 2014 Bonds will be given to Cede & Co., and will be distributed by Cede & Co. as set forth under "Book-Entry-Only System" below.

If less than all of the 2014 Bonds of any maturity are called for redemption, the 2014 Bonds of such maturity to be redeemed will be selected by lot within such maturity, subject to the rules of procedure of DTC while the 2014 Bonds are held in book-entry-only form.

If a 2014 Bond is subject by its terms to redemption prior to its stated maturity and has been duly called for redemption and notice of the redemption thereof has been duly given as in the Ordinance provided and if moneys for the payment of such 2014 Bond at the then applicable redemption price and the interest to accrue to the redemption date on such 2014 Bond are held for the purpose of such payment by the Trustee, then such 2014 Bond so called for redemption will, on the redemption date designated in such notice, become due and payable, and interest on the 2014 Bond, as appropriate, so called for redemption will cease to accrue. The City is entitled to provide for, and give notice of, the redemption of a 2014 Bond based on certain conditions being met at or prior to redemption, including, but not limited to, the availability of amounts for such purposes.

Book-Entry-Only System

Beneficial ownership interests in the Bonds will be available only in book-entry form. Beneficial owners of the 2014 Bonds (“Beneficial Owners”) will not receive a physical bond certificate representing their interests in the 2014 Bonds purchased. So long as Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”) or its nominee is the registered owner of the 2014 Bonds, references in this Official Statement to the owners of the 2014 Bonds, as applicable (other than under the caption “TAX EXEMPTION AND OTHER TAX MATTERS” herein), shall mean DTC or its nominee and shall not mean the Beneficial Owners. Unless and until the book-entry-only system has been discontinued, the 2014 Bonds will be available only in book-entry-only form in principal amounts of \$5,000 or any integral multiple thereof.

The following description of DTC, its procedures and record keeping on beneficial ownership interests in the 2014 Bonds, payment of principal, interest and other payments on the 2014 Bonds to DTC Participants or to Beneficial Owners, confirmation and transfer of beneficial ownership interests in the 2014 Bonds, and of other transactions by and between DTC, DTC Participants and Beneficial Owners is based on information furnished by DTC.

DTC will initially act as securities depository for the 2014 Bonds. The 2014 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered bond will be issued in the aggregate principal amount of each maturity of the 2014 Bonds, as set forth on the inside cover page hereof, and will be deposited with DTC.

DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, as amended. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of the 2014 Bonds. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has a Standard & Poor’s rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission (“SEC”). More information about DTC can be found at www.dtcc.com.

Purchases of the 2014 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the 2014 Bonds on DTC’s records. The ownership interest of each Beneficial Owner is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the 2014 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive bonds representing their ownership interests in the 2014 Bonds, except in the event that use of the book-entry system for the 2014 Bonds is discontinued.

To facilitate subsequent transfers, the 2014 Bonds deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the 2014 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the 2014 Bonds; DTC’s records reflect only the identity of the Direct Participants to whose

accounts the 2014 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of the 2014 Bonds may wish to take certain steps to augment transmission to them of notices of significant events with respect to the 2014 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Ordinance. For example, Beneficial Owners of the 2014 Bonds may wish to ascertain that the nominee holding the 2014 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Trustee and request that copies of the notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the 2014 Bonds of a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in the 2014 Bonds to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the 2014 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the 2014 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Because DTC is treated as the Owner of the 2014 Bonds for substantially all purposes under the Ordinance, Beneficial Owners may have a restricted ability to influence in a timely fashion remedial action or the giving or withholding of requested consents or other directions. In addition, because the identity of the Beneficial Owners is unknown to the City, to DTC or to the Trustee, it may be difficult to transmit information of potential interest to Beneficial Owners in an effective and timely manner. Beneficial Owners should make appropriate arrangements with their broker or dealer regarding distribution of information regarding the 2014 Bonds that may be transmitted by or through DTC.

Principal, redemption premium, if any, and interest payments on the 2014 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts on DTC's receipt of funds and corresponding detail information from the City or the Trustee, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Trustee, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, premium, if any, and interest to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants. The City can give no assurance the Direct and Indirect Participants will promptly transfer payments to Beneficial Owners.

DTC may discontinue providing its service as depository with respect to the 2014 Bonds at any time by giving reasonable notice to the City or Trustee. Under such circumstances, in the event that a successor depository is not obtained, 2014 Bond certificates are required to be printed and delivered.

The City may decide to discontinue the use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, 2014 Bond certificates will be printed and delivered to DTC.

THE INFORMATION HEREIN CONCERNING DTC AND DTC'S BOOK-ENTRY SYSTEM HAS BEEN OBTAINED FROM SOURCES THE CITY AND THE UNDERWRITER BELIEVES TO BE RELIABLE, BUT NEITHER THE CITY NOR THE UNDERWRITER TAKE RESPONSIBILITY FOR THE ACCURACY THEREOF. THE BENEFICIAL OWNERS SHOULD CONFIRM THE FOREGOING INFORMATION WITH DTC OR THE DIRECT OR INDIRECT PARTICIPANTS.

Each person for whom a Participant acquires an interest in the 2014 Bonds, as nominee, may desire to make arrangements with such Participant to receive a credit balance in the records of such Participant, and may desire to

make arrangements with such Participant to have all notices of redemption or other communications to DTC, which may affect such persons, to be forwarded in writing by such Participant and to have notification made of all interest payments.

When reference is made to any action which is required or permitted to be taken by the Beneficial Owners, such reference shall only relate to those permitted to act (by statute, regulation or otherwise) on behalf of such Beneficial Owners for such purposes. When notices are given, they shall be sent by the Trustee to DTC only.

For every transfer and exchange of 2014 Bonds, the Beneficial Owner may be charged a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto.

NONE OF THE CITY, THE UNDERWRITER NOR THE TRUSTEE WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO DIRECT PARTICIPANTS, TO INDIRECT PARTICIPANTS, OR TO ANY BENEFICIAL OWNER WITH RESPECT TO (I) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC, ANY DIRECT PARTICIPANT, OR ANY INDIRECT PARTICIPANT; (II) ANY NOTICE THAT IS PERMITTED OR REQUIRED TO BE GIVEN TO THE OWNERS OF THE 2014 BONDS UNDER THE ORDINANCE; (III) THE SELECTION BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY PERSON TO RECEIVE PAYMENT IN THE EVENT OF A PARTIAL REDEMPTION OF THE 2014 BONDS; (IV) THE PAYMENT BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY AMOUNT WITH RESPECT TO THE PRINCIPAL OR REDEMPTION PREMIUM, IF ANY, OR INTEREST DUE WITH RESPECT TO THE 2014 BONDS; (V) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS THE OWNER OF THE 2014 BONDS; OR (VI) ANY OTHER MATTER.

The Supplemental Ordinance provides that if (a) DTC determines not to continue to act as securities depository for the 2014 Bonds and gives reasonable notice to the Trustee or the City or (b) the City has advised DTC of the City's determination that DTC is incapable of discharging its duties, then the City will attempt to retain another qualified securities depository to replace DTC. Upon receipt by the City or the Trustee of the 2014 Bonds, together with an assignment duly executed by DTC, the City will execute and deliver to the successor depository, the 2014 Bonds of the same principal amount, interest rate, and maturity. If the City is unable to retain a qualified successor to DTC, or the City has determined that it is in its best interest not to continue the book-entry-only system of transfer or that interests of the Beneficial Owners of the 2014 Bonds might be adversely affected if the book-entry-only system of transfer is continued (the City has undertaken no obligation to make any investigation to determine the occurrence of any events that would permit it to make any such determination), and has made provision to so notify Beneficial Owners of the 2014 Bonds by mailing an appropriate notice to DTC, upon receipt by the City of the 2014 Bonds together with an assignment duly executed by DTC, the City will execute, authenticate and deliver to the Direct Participants the 2014 Bonds in fully-registered form, in authorized denominations; provided, however, that the discontinuation of the book-entry-only system of registration and transfer or the replacement of DTC or any successor depository is subject to the applicable rules and procedures of DTC or such successor depository on file or otherwise approved by the SEC.

Registration, Transfers and Exchanges

2014 Bonds Held in Book-Entry-Only Form

So long as the 2014 Bonds are in book-entry-only form and are registered in the name of Cede & Co., as the nominee of DTC, the 2014 Bonds may be registered, transferred and exchanged as set forth under "Book-Entry-Only System," herein.

2014 Bonds Not Held in Book-Entry-Only Form

Each 2014 Bond not held in book-entry-only form will be transferable only on the books of registry ("Books of Registry") of the City, which will be kept for such purpose at the office of the Trustee, by the registered owner thereof in person or by his attorney, duly authorized in writing, upon surrender thereof, together with a written instrument of transfer satisfactory to the Trustee, duly executed by the registered owner or his duly authorized attorney with such signature guaranteed by a participant in the STAMP (Securities Transfer Agents in Medallion Program). Upon the transfer of any such 2014 Bond, the City will issue in the name of the transferee a new fully-registered 2014 Bond, of the same aggregate principal amount, interest rate, series and maturity as the surrendered 2014 Bond. Any registered owner requesting a transfer will pay any tax or other governmental charge required to be

paid with respect thereto. Any 2014 Bond surrendered in exchange for a new registered 2014 Bond, respectively, will be cancelled by the Trustee.

The City and the Trustee may deem and treat the person in whose name any 2014 Bond not held in book-entry-only form will be registered as the absolute owner of such 2014 Bond for all purposes including the payment of or on account of the principal, premium, if any, or interest thereon and any such payment made to a registered owner will be effectual to satisfy and discharge the liability on such 2014 Bond with respect thereto.

In the event any 2014 Bond not held in book-entry-only form becomes mutilated in whole or in part, or is lost, stolen or destroyed, or becomes so defaced as to impair the value thereof to the holder thereof, the City will execute and the Trustee will authenticate and deliver a new 2014 Bond, respectively, of the same interest rate and denomination and like tenor and effect in exchange or in substitution for such mutilated, lost, stolen or destroyed 2014 Bond; provided that, in such event, the applicant for the issuance of a substitution 2014 Bond must furnish the City and the Trustee evidence or other satisfactory proof of such loss, destruction, mutilation, defacement or theft of the original 2014 Bond and the ownership thereof, together with such indemnity as they require. In the event any such mutilated, lost, stolen or destroyed 2014 Bond has matured, instead of issuing a duplicate 2014 Bond, the City may pay the same. The City and the Trustee may charge the holder or owner of such mutilated, lost, stolen or destroyed 2014 Bond with their reasonable fees and expenses in connection therewith.

HOSPITALITY FEES

The Hospitality Fees Ordinance

The City Council, pursuant to Title 6, Chapter 1, Article 7 (“Local Hospitality Fees Act”) and an ordinance enacted April 23, 2003, as amended (“Hospitality Fees Ordinance”), established a uniform local hospitality tax, which imposed, effective June 30, 2003, a two percent (2%) tax on the gross proceeds of the sale of prepared meals and beverages in establishments (“vendor”) within the City. Under the provisions of the Local Hospitality Fees Act, the governing body of a municipality or county in South Carolina may impose, by ordinance, a local Hospitality Fees not to exceed 2% of the charges for food and beverages.

Under South Carolina law, Hospitality Fees payments are the liability of the consumer of the services or products to which the tax relates. The Hospitality Fees is paid at the time of the delivery of the products to which such tax applies, and is to be collected by the provider of the products and then held in trust by the provider until remitted to the City as provided in the Hospitality Fees Ordinance.

Under the Local Hospitality Fees Act, Hospitality Fees are due and payable by providers on a monthly basis when the estimated amount of the average Hospitality Fees is more than \$50 a month, on a quarterly basis when the estimated amount of the applicable tax is \$25 to \$50 a month, and on an annual basis when the estimated amount of the average applicable tax is less than \$25 a month.

The Hospitality Fees Ordinance provides that payment of the Hospitality Fees shall be remitted by the vendor to the City on a monthly basis, along with such return or form as may be established by the City for such purposes, not later than the twentieth day of the month and shall cover the tax due for the previous month. Any tax not timely remitted shall be subject to a penalty of five (5%) percent of the sum owed for each month or portion thereof until paid. The failure to collect from the customer the tax imposed by the Hospitality Fees Ordinance shall not relieve the vendor from making the required remittance. The failure of any vendor subject to the Hospitality Fees Ordinance to remit to the City the tax imposed by the provisions of the Hospitality Fees Ordinance shall constitute a misdemeanor punishable by a fine of not more than \$500.00 or imprisonment for up to thirty (30) days, or both.

All amounts received by the City from the imposition of the Hospitality Fees must be used for tourism-related purposes or to service indebtedness incurred with respect to tourism-related projects. Pursuant to the Hospitality Fees Ordinance, the City has covenanted to deposit all Hospitality Fees received by it into a special account (“Local Hospitality Fees Account”) held by the City separate from all other funds of the City. See “Hospitality Fees Receipts” and “Historical Debt Service Coverage” herein for a discussion of receipts by the City from the imposition of the Hospitality Fees.

The information in the following two tables sets forth certain information regarding historical Hospitality Fees receipts and debt service coverage.

Hospitality Fees Receipts

The following table sets forth the Hospitality Fees revenues since its imposition by the City.

<u>Fiscal Year</u>	<u>Hospitality Fees</u>	<u>Increase (Decrease) in Collections Over Prior Fiscal Year</u>	<u>Percentage Change</u>
2004	\$5,506,884	n/a	n/a
2005	6,749,961	\$1,243,077	6.7 ^b
2006	7,104,163	354,202	5.2
2007	7,787,766	683,603	9.6
2008	8,318,992	531,226	6.8
2009	8,346,643	27,651	0.3
2010	8,044,980	(301,663)	(3.6)
2011	8,401,690	356,710	4.4
2012	8,808,795	407,105	4.8
2013	9,474,128	665,333	7.6
2014	8,130,415 ^a		

^a Collections as of May 15, 2014.

^b []

The following table sets forth the Hospitality Fees revenues during the first 10 months of Fiscal Years 2013 and 2014.

<u>Month</u>	<u>Fiscal Year 2013 Hospitality Fees</u>	<u>Fiscal Year 2014 Hospitality Fees</u>	<u>Percentage Change</u>
July	\$746,294	\$782,314	4.8
August	704,789	731,606	3.8
September	718,952	795,365	10.6
October	819,436	830,699	1.4
November	775,185	838,803	8.2
December	760,646	821,862	8.0
January	896,162	803,517	(10.3)
February	773,902	731,641	(5.5)
March	766,495	787,985	2.8
April	913,501	821,161	(10.1)
TOTAL	\$7,875,362	\$7,944,954	0.008

[Include paragraph explaining how Hosp Fees get allocated/spent from one year to next – no surplus]

SECURITY FOR THE 2014 BONDS

General

The 2014 Bonds, the City's Special Obligation Refunding Bonds (Hospitality Fee Pledge) Series 2012, dated February 29, 2012, currently outstanding in the principal amount of \$12,820,000 ("2012 Bonds") and Additional Bonds issued under the Ordinance (collectively, "Bonds") are limited obligations of the City, are payable solely from and are secured by a pledge of the Hospitality Fees imposed by the City. For state law purposes, local hospitality taxes are treated as fees.

THE CITY IS NOT OBLIGATED TO PAY THE 2014 BONDS OR THE INTEREST THEREON FROM ANY SOURCES EXCEPT FROM THE HOSPITALITY FEES. NEITHER THE FULL FAITH AND

CREDIT NOR THE TAXING POWER OF THE CITY NOR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE 2014 BONDS.

Additional Bonds

Additional Bonds of the City may be issued under and secured by the Ordinance, on a parity as to the pledge of Hospitality Fees with the 2012 Bonds and the 2014 Bonds, from time to time, for the purpose of paying all or any part of the cost of certain tourism-related projects ("Projects" as more particularly defined in Appendix C), subject to conditions stated in the Ordinance, including the following:

- A. There must be executed a certificate of the Finance Director or the City Manager stating (i) either (a) that no Default exists in the payment of the principal of, premium, if any, or interest on any Bonds or Junior Bonds, and all mandatory sinking fund redemptions, if any, required to be made have been made, or (b) that the application of the proceeds of sale of the series of Bonds to be issued as required by the Supplemental Ordinance authoring their issuance will cure any such Default or permit such redemptions; and (ii) either (a) to the best of his or her knowledge, the City is not in Default in the performance of any other of its covenants or agreements contained in the Ordinance, or (b) setting forth the circumstances of each such Default known to him or her.
- B. If a certificate described in paragraph A above discloses a Default or Defaults under the Ordinance, there must be filed with the City and the Trustee an opinion of Bond Counsel that, in the case of any Default disclosed in such certificate, each such Default does not deprive the Bondholders of the security afforded by the Ordinance in any material aspect.
- C. For the issuance of Bonds to finance the Costs of Acquisition and Construction, or a portion thereof, of any Project, there must be delivered a report, which need not be based upon the latest available audit of the City, from the Finance Director or the City Manager of the City, to the effect that the amount of the Hospitality Fees collected by the City during the Fiscal Year prior to the Fiscal Year in which the Bonds are proposed to be issued is not less than 120% of the sum of the Maximum Debt Service on Bonds then Outstanding and the Bonds then proposed to be issued.

Under the provisions of the Ordinance, Additional Bonds of the City may be issued under and secured by the Ordinance, on a parity with the 2012 Bonds and the 2014 Bonds, and any Additional Bonds issued on a parity therewith for the purpose of refunding all or a portion of the Bonds or Junior Bonds Outstanding; provided that, before such Additional Bonds are permitted to be issued, (i) the aggregate Debt Service on all Bonds after the issuance of the proposed Additional Bonds will not be greater than would have been prior to such issuance or (ii) requirements of the Ordinance described in paragraphs (A) through (C) above have been satisfied.

Junior Bonds

The City may at any time issue Junior Bonds under the Ordinance in such amount as it may from time to time determine, payable from the Hospitality Fees, provided that such Junior Bonds are issued to secure funds to defray the costs of acquisition and construction of Projects or some part thereof, or to refund Bonds, Junior Bonds, or any notes, bonds, or other obligations issued to finance or to aid in financing the costs of acquisition and construction of Projects, and provided further that the pledge of and lien on Hospitality Fees securing Junior Bonds shall at all times be subordinate and inferior to the pledge of and lien on Hospitality Fees securing the Bonds.

Establishment of Funds and Disposition of Hospitality Fees

Pursuant to the Hospitality Fee Ordinance (as defined herein), there has been established and is hereby referenced a Hospitality Fee Fund (as defined herein) to be maintained by a bank or other financial institution designated, from time to time, by the City and into which are deposited all Hospitality Fees. Moneys in the Hospitality Fee Fund may be used only in the manner specified, and in the order of priority set forth, in the Ordinance (as further described herein), and may be invested, from time to time, in Permitted Investments.

The following are the additional funds and accounts created and established by the Ordinance:

- (a) Debt Service Fund for each series of Bonds to be held by the Trustee, including an Interest Account, Principal Account and Bond Redemption Account (as such terms are defined in Appendix C);

(b) Debt Service Reserve Fund for each series of Bonds, if any, to be held by the Trustee;

(c) Construction Fund, if applicable, for each series of Bonds to be held by the City or a bank or financial institution (a "Custodian") designated by the City; and

(d) One or more accounts may, by written direction of the City or by the terms of a supplemental ordinance, be established within any of the above funds.

The Hospitality Fees must be applied in the amounts, if any, and for the purposes required by the Ordinance, and in the following order of priority:

First, there will be transferred ratably (1) into the respective Debt Service Funds, the amounts required the Ordinance or any supplemental ordinance and (2) into the respective Debt Service Reserve Funds, the amounts (including any payments required under the terms of any surety bond, insurance policy or letter of credit applicable thereto) required by the Ordinance or any supplemental ordinance;

Second, provision will be made for the payment of interest on amounts advanced by the provider of any surety bond, line of credit, insurance policy or letter of credit; and

Third, provision will be made for the payment of any Junior Bonds or to meet any other obligations of the City which are or which will become charges, liens or encumbrances upon the Hospitality Fees, and

Fourth, as the City may determine from time to time for any lawful purpose under the Hospitality Fee Act and the Hospitality Fee Ordinance (as such terms are defined herein).

Debt Service Funds. The respective Debt Service Funds for each series of Bonds are intended to provide for the payment of the principal of, redemption premium, if any, and interest on the applicable series of Bonds as the same respectively become due. The Ordinance provides that there will be deposited into the separate Interest, Principal or Bond Redemption Accounts within the respective Debt Service Funds on or before the fifth business day prior to the first day of each calendar month, that amount which (after taking into account amounts already on deposit therein), together with success equal monthly deposits in the same amount, will provide: (i) sufficient funds to pay the aggregate amount of interest to become due on Bonds on the next interest payment date, (ii) sufficient funds to pay the aggregate amount of the principal of Series Bonds to become due on the next principal payment date, and (iii) sufficient funds to pay the sinking fund installment next falling due on any Term Bonds.

Withdrawals from the respective Debt Service Funds may be made only by the Trustee which will transmit to each Bondholder, at such times as may be appropriate, the sums required to pay the principal of and interest on Bonds.

Moneys in the Debt Service Funds may be invested and reinvested at the direction of an authorized representative of the City in Permitted Investments maturing not later than the date on which such money is required to make payments required to be made from such funds.

Debt Service Reserve Funds. The Ordinance provides that the City, pursuant to a supplemental ordinance authorizing the issuance of a series of Bonds, may provide for the establishment of a debt service reserve fund (each, a "Debt Service Reserve Fund") for such series of Bonds, to insure the timely payment of the principal of and interest on the applicable series of Bonds and to provide for the redemption of such series of Bonds prior to their stated maturities and to prevent a Default in the payment of principal of or interest or premium, if any, on the Bonds of such series.

Whenever the aggregate value of cash and securities in a Debt Service Reserve Fund shall be less than the reserve fund requirement, if any, established with respect to such fund pursuant to a supplemental ordinance authorizing a series of Bonds ("Reserve Fund Requirement"), the City has agreed to deposit into such Debt Service Reserve Fund that amount which, together with equal, successive, monthly deposits in the same amount, will restore the value of the cash and securities in such Debt Service Reserve Fund to the applicable Reserve Fund Requirement during the succeeding six months; provided, however, that the City's obligation to make such payment is subject to the City Council, by ordinance duly enacted, appropriating moneys from sources or funds lawfully available for such purpose sufficient to pay the shortfall. The City understands that the payment obligation described herein constitutes a current expense of the City and will not in any way be construed to be a debt of the City in

contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness of the City, nor does anything in the Ordinance (or this Official Statement) constitute a pledge of the general tax revenues, funds, moneys or credit of the City. **Any such budgetary appropriation is subject in all respects to the discretion of City Council, and any failure to make such an appropriation, notwithstanding any provision of the Ordinance to the contrary, does not and will not constitute a default or Event of Default under the Ordinance.** See “APPENDIX C – Summary of Certain Provisions of the Ordinance” under the heading “SUMMARY OF ORDINANCE – Funds Created Under General Bond Ordinance – *Debt Service Reserve Funds*.”

In connection with the 2014 Bonds, the City will establish a Debt Service Reserve Fund for the 2014 Bonds (“Series 2014 Debt Service Reserve Fund”), to be funded with a portion of the proceeds of the 2014 Bonds in an amount equal to _____ (“2014 Reserve Fund Requirement”).

SOURCES AND USES OF FUNDS

The proceeds of the sale of the 2014 Bonds are expected to be used substantially as follows:

<i>Estimated Sources of Funds</i>	
Principal Amount of 2014 Bonds	\$[]
[Plus]/[Less]: [OIP]/[OID]	
TOTAL SOURCES OF FUNDS	\$
<i>Estimated Uses of Funds</i>	
Deposit to 2014 Construction Fund	\$
Deposit to 2014 Debt Service Reserve Fund	
Cost of Issuance ⁽¹⁾	
TOTAL USES OF FUNDS	\$

⁽¹⁾Includes Underwriter’s Discount, rounding, and certain legal, accounting and other financing expenses incurred by the City.

PLAN OF FINANCE

The proceeds of the 2014 Bonds will be deposited into the 2014 Construction Fund established pursuant to the Supplemental Ordinance. Moneys on deposit in the 2014 Construction Fund will be used, as needed, to finance the costs of the 2014 Projects, including without limitation payment of engineering, legal and all other expenses incidental to the 2014 Projects.

The 2014 Projects involve the acquisition, by construction or purchase, of a multi-use entertainment venue and facilities, equipment, appurtenances and improvements.

FINANCIAL FACTORS

Hospitality Fees Fund Five-Year Summary

The following table sets forth a summary of the Hospitality Fees Fund of the City for the fiscal years ended June 30, 2009, through June 30, 2013 (which are derived from the audited results for those years), and the fiscal year ended June 30, 2014 (which are derived from the unaudited results for that year). This summary should be read in conjunction with the audited financial statements of the City for the applicable fiscal years, copies of which are available for inspection at the City. Included as Appendix A to this Official Statement is a portion of the Comprehensive Annual Financial Report of the City for Fiscal Year ended June 30, 2013. Copies of the City’s entire Comprehensive Annual Financial Report for the same period and for prior fiscal years are available on the City’s website at <http://www.columbiasc.net/Finance>, which is not intended to be an active hyperlink and is not incorporated by reference herein. The City’s independent public accountant did not review this Official Statement, nor did it perform any audit or other procedures related to any of the information contained herein.

	Fiscal Year Ending June 30					(unaudited)
	2009	2010	2011	2012	2013	2014 [±]
Revenues						
Sales and Hospitality Fees	\$8,070,790	\$7,941,705	\$8,359,028	\$8,789,470	\$9,450,931	
Interest income	280,835	112,005	39,694	19,325	23,196	

Other revenue					
Total Revenues	\$8,351,625	\$8,053,710	\$8,389,722	\$8,808,795	\$9,474,127
Expenditures					
General government	-	\$112,101	\$35,787	-	-
Public safety	-	2,333	-	342,667	9,951
Public services	-	-	-	-	-
Community promotion	5,391,335	4,145,416	4,800,732	4,726,271	5,202,704
Debt service principal	4,982				
Total Expenditures	\$5,396,317	\$4,259,850	\$4,836,519	\$5,068,938	\$5,212,655
Excess (deficiency) of revenues over (under) expenditures	\$2,955,308	\$3,793,860	\$3,562,203	\$3,739,857	\$4,261,472
Other financing sources (uses):					
Transfers in					
Transfers out	(5,004,499)	(5,561,142)	(4,379,703)	(3,696,158)	(4,146,949)
Total other financing sources (uses):	(5,004,499)	(5,561,142)	(4,379,703)	(3,696,158)	(4,146,949)
Net change in fund balances	(2,049,191)	(1,767,282)	(817,500)	43,699	114,523
Beginning Fund Balance	6,656,881	4,607,690	2,840,408	2,022,908	2,066,608
Ending Fund Balance	\$4,607,690	\$2,840,408	\$2,022,908	\$2,066,607	\$2,181,131

Management's Discussion and Analysis

WHAT WILL THIS SAY THAT IS DIFFERENT FROM HISTORICAL COLLECTIONS TABLES?

Historical Debt Service Coverage

The following table sets forth the total Hospitality Fees collected, debt service requirements and debt service coverage for the Fiscal Years ended June 30, 2004, through 2013.

Fiscal Year	Hospitality Fees	Debt Service Requirements	Debt Service Coverage
2004	\$5,506,884 ^a	0	[]
2005	6,749,961	0	[]
2006	7,104,163	1,606,459	4.42
2007	7,787,766	1,563,918	4.98
2008	8,318,992	1,563,043	5.32
2009	8,346,643	1,554,143	5.37
2010	8,044,980	1,561,143	5.15
2011	8,401,690	1,558,580	5.39
2012	8,808,795	1,560,080	5.65
2013	9,474,128	1,346,949 ^b	7.03

^a Hospitality Fee collections by the City commenced June 30, 2003. FY2004 collections reflect an eleven-month collection period spanning August 2003 through June 2004.

^b The 2004 COPs were refunded in their entirety by the 2012 Bonds.

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Projected Debt Service Requirements

The following table sets forth the aggregate debt service requirements, beginning with the Fiscal Year ending June 30, 2014, for the outstanding principal amount of the 2012 Bonds and the 2014 Bonds.

<u>Fiscal Year</u>	<u>2012 Bonds</u>	<u>2014 Bonds</u>		<u>Total</u>	<u>Aggregate Debt Service</u>
	<u>Existing Debt Service</u>	<u>Principal</u>	<u>Interest</u>		
2014	\$1,345,652				
2015	1,345,641				
2016	1,345,005				
2017	1,353,743				
2018	1,346,606				
2019	1,348,969				
2020	1,350,582				
2021	1,346,444				
2022	1,346,681				
2023	1,346,167				
2024	1,344,904				
2025	1,347,889				
2026	0				
2027	0				
2028	0				
2029	0				
2030	0				
2031	0				
2032	0				
2033	0				
2034	0				
2035	0				
2036	0				
2037	0				
2038	0				
2039	0				
2040	0				
2041	0				
2042	0				
2043	0				
	\$16,168,283				

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Projected Debt Service Coverage

Debt service coverage as projected and prepared by the City for the Fiscal Years ended June 30, 2014, through 2018, is as set forth below.

Fiscal Year	Hospitality Fees	Existing Debt Service Requirements	Aggregate Debt Service: 2014 Bonds	Total Debt Service Requirements	Coverage
2014	\$9,474,128	\$1,345,652		\$1,345,652	7.04x
2015	9,474,128	1,345,641		2,316,932	
2016	9,474,128	1,345,005		2,640,059	
2017	9,474,128	1,353,743		2,648,798	
2018	9,474,128	1,346,606		2,641,661	

Note: Information in this table reflects fee revenues and outstanding debt.

The figures set forth in the table above are projections. The actual results are dependent on a number of factors, many of which are outside the City's control. Further, [debt service takes into account solely the bonds described – *will need to state assumptions for 2014 Bonds*] above, and does not take into account future indebtedness or future changes in Hospitality Fees. No assurance can be given that the projections set forth above will be realized.

Debt Structure

2012 Bonds

Pursuant to the General Bond Ordinance and the First Supplemental Ordinance enacted by the City Council on August 30, 2011, the City issued the 2012 Bonds in the original principal amount of \$14,825,000 to advance refund the City's 2004 Certificates of Participation. The 2012 Bonds are presently outstanding in the principal amount of \$12,820,000.

THE CITY

Administration of the City

The City is governed by a council-manager form of government. The Mayor and City Council, who are elected for four-year staggered terms, are vested with the legislative and policy-making powers of the City. Day-to-day activities are administered by a council-appointed City Manager who serves as the chief executive officer of the City and is responsible to the City Council for proper administration of all affairs of the City.

The present members of the City Council, their occupations and the dates on which they became members of the City Council are as follows:

<u>Name</u>	<u>Occupation</u>	<u>Tenure Began</u>
Stephen K. Benjamin, Mayor	Attorney	July 1, 2010
Moe Baddourah	Restaurant Owner	July 1, 2012
Sam Davis	S.C. Department of Disabilities and Special Needs, Retired	July 1, 1998
Tameika Isaac Devine	Attorney	July 1, 2002
Brian DeQuincey Newman, Mayor Pro Tempore	Attorney	July 29, 2010
Leona K. Plaugh	Self Employed	July 1, 2010
Cameron Runyan	Financial Advisor	July 1, 2012

Teresa B. Wilson was appointed as City Manager in January 2013. Ms. Wilson has served as the City's Director of Governmental Affairs and Assistant City Manager for Community Programs, Economic Development and Government Services. Ms. Wilson graduated from the University of South Carolina's Honors College and the University of South Carolina School of Law. Prior to joining the City, Ms. Wilson served as Government and Community Relations Coordinator for the University of South Carolina's Office of the President, and also served as a liaison for the University of South Carolina and the City of Columbia, as well as a number of community organizations.

Jeffery M. Palen was hired as Chief Financial Officer in January 2013. Prior to his current position, Mr. Palen served as the City's Treasurer beginning in November 2008, and as hospital chief financial officer and controller with Health Management Associates from 2005 to 2008. Mr. Palen graduated with a Bachelor of Science in Business and a Master's Degree in Business Administration from the University of South Carolina. Mr. Palen has held various positions in both the private and public sectors, including serving as the Deputy Treasurer and the Deputy Auditor for Lexington County, South Carolina ("Lexington County").

Janice L. Alonso was hired as Finance Director of the City in July 2013. She has been employed with the City since December 2008, first as the Accounting Manager and, in August 2010, as the Deputy Finance Director. Ms. Alonso has held various positions in both private and public sectors, including Deputy Treasurer for Lexington County and Assistant Controller for Thermo Scientific. Ms. Alonso graduated from the University of South Carolina with a Bachelor of Science in Business. Ms. Alonso is also a Certified Government Finance Officer in South Carolina.

For further information regarding the City and the Columbia MSA, see Appendix B attached hereto.

LEGAL MATTERS

Litigation

Except as otherwise set forth below, to the knowledge of the City, no litigation is threatened in any court to restrain or enjoin the issuance or delivery of the 2014 Bonds or the collection, payment or receipt of the moneys pledged or to be pledged to pay the principal of, premium, if any, and interest on the 2014 Bonds or, in any way contesting or affecting the validity of the 2014 Bonds, the General Bond Ordinance or the Supplemental Ordinance, the power to collect, pay or receive the moneys with which to pay the 2014 Bonds or the organization or the powers of the City, including the power of the City to charge and collect the Hospitality Fees.

On June 27, 2011, a lawsuit was filed against the City, captioned, James Bigby, Bigby Brothers, LLC, Bigby Enterprises, LLC, Kirkman Finlay, III, and Pawley's Front Porch, LLC, on behalf of themselves and all other similarly situated taxpayers, businesses, and citizens v. The City of Columbia, S.C., C/A No. 2011-CP-40-4110 ("City Lawsuit"). In the City Lawsuit, the plaintiffs did not challenge the validity of the Hospitality Fee Act or the Hospitality Fee Ordinance or Hospitality Fees generally or the right of the City generally to impose or collect the Hospitality Fees.

Rather, the plaintiffs alleged the City assesses the Hospitality Fees too broadly, because (1) Hospitality Fees are applied and collected with respect to (a) certain solid foods or liquid beverage sales, regardless of whether the taxed item constitutes both a "meal" and a "beverage" for purposes of the Hospitality Fee Act, (b) separate purchases of prepared or modified liquids, regardless of whether the taxed items is a "meal and beverage" for purposes of the Hospitality Fee Act, and (c) certain modified solid foods or liquid modified beverages are not "meals and beverages" for purposes of the Hospitality Fee Act, and (2) Hospitality Fees should not be applied solely and exclusively to mixed alcoholic drinks when a patron orders a drink only without any food. The plaintiffs in the City Lawsuit further alleged that the City assesses Hospitality Fees on private associations and on private functions, regardless of whether the items taxed are sold in "establishments" or places of public accommodation for purposes of the Hospitality Fee Act.

The plaintiffs in the City Lawsuit sought disgorgement of the portion of the Hospitality Fees that the plaintiffs alleged were unlawfully imposed and collected, prejudgment interest and attorneys' fees, as well as injunctive relief to stop the City's future imposition and collection of the portion of the Hospitality Fees that the court determines, if the court determines, to be unlawfully imposed and collected. On August 3, 2011, the City filed its answer to the City Lawsuit in which it generally denied the substantive allegations in the City Lawsuit and asserted various affirmative defenses.

On May 16, 2013, the Court granted summary judgment in the City's favor, dismissing the City Lawsuit. Certain plaintiffs appealed to the South Carolina Court of Appeals. On July 30, 2013, the Court of Appeals dismissed the appeal because of the appellants' failing to provide proof of ordering a transcript or to serve and file the appellants' brief, or both. To the best of the City's knowledge, no further appeal has been taken from the City Lawsuit.

In October 2008, a lawsuit was filed against Richland County, captioned, Darrell's, Inc. and John D. Holmes, on behalf of themselves and all other similarly situated taxpayers, businesses, and citizens v. Richland County, C/A No. 2008-CP-40-7855 ("County Lawsuit"), in which the plaintiffs made substantially the same allegations as those contained in the City Lawsuit, challenging the local hospitality tax imposed by Richland County. The Court dismissed the County Lawsuit on June 28, 2013, by the parties' agreement. To the best of the City's knowledge, no appeal has been taken from the County Lawsuit.

United States Bankruptcy Code

The undertakings of the City should be considered with reference to Chapter 9 of the Bankruptcy Code, 11 U.S.C. § 901, et seq., as amended ("Bankruptcy Code"), and other laws affecting creditors' rights and municipalities generally. Chapter 9 permits a municipality, political subdivision, public agency, or other instrumentality of a State that is insolvent or unable to meet its debts as such debts mature to file a petition in the United States Bankruptcy Court for the purpose of effecting a plan to adjust its debts; directs such a petitioner to file with the court a list of its creditors; provides that the filing of the petition under that Chapter operates as a stay of the commencement or continuation of any judicial or other proceeding against the petitioner; directs a petitioner to file a plan for the adjustment of its debts; permits the petitioner in its plan to modify the rights to payment of its creditors; provides that the plan must be accepted in writing by or on behalf of creditors; and provides that the plan must be accepted in writing by or on behalf of creditors of each impaired class of claims holding at least two-thirds in amount and more than one-half in number of the creditors which have accepted or rejected the plan. The plan may be confirmed notwithstanding the negative vote of one or more classes of claims if the court finds that the plan is in the best interest of creditors, is feasible, and is fair and equitable with respect to the dissenting classes of creditors. A petitioner has the right to reinstate indebtedness under its plan according to the original maturity schedule of such indebtedness notwithstanding any provision in the documents under which the indebtedness arose relating to the insolvency or financial condition of the debtor before the confirmation of the plan, the commencement of a case under the Bankruptcy Code, or the appointment of or taking possession by a trustee in a case under the Bankruptcy Code or by a receiver or other custodian prior to the commencement of a case under the Bankruptcy Code.

Other Legal Matters

Certain legal matters incident to the authorization, issuance and sale of the 2014 Bonds are subject to the approval of the legality of issuance thereof by McNair Law Firm, P.A., Columbia, South Carolina, and Johnson, Toal & Battiste, P.A., Columbia, South Carolina, as Co-Bond Counsel. The proposed forms of the opinions of Co-Bond Counsel to be delivered when the 2014 Bonds are issued are set forth in Appendix D hereto. Certain matters will be passed on for the Underwriter by Parker Poe Adams & Bernstein LLP, Columbia, South Carolina, and The Starkes Law Firm, P.A., Columbia, South Carolina, as Co-Underwriter's Counsel. Certain legal matters will be passed on behalf of the City by the City Attorney, Teresa A. Knox, Esquire.

From time to time, Parker Poe Adams & Bernstein LLP serves as Bond Counsel to the City and, from time to time, one or both Parker Poe Adams & Bernstein LLP, The Starkes Law Firm, P.A. and McNair Law Firm, P.A. have represented one or both of the Underwriters as counsel in financing transactions unrelated to the sale of the 2014 Bonds. Neither the City nor either Underwriters has conditioned the future employment of any of these firms in connection with any proposed financing issues for the City or either Underwriters on the successful execution and delivery of the 2014 Bonds.

The City, in its "REQUEST FOR STATEMENT OF QUALIFICATIONS: UNDERWRITER," dated April 30, 2014 ("RFQ"), related to the 2014 Bonds, provided: "The City has traditionally played an active role in the designation of underwriter's counsel and reserves the right to exercise such discretion on the issuance of any bonds contemplated by this RFQ. The City has directed Parker Poe Adams & Bernstein LLP to begin preparation of a preliminary official statement for a hospitality fee secured bond offering; in the event [Parker Poe Adams & Bernstein LLP] is not retained by the selected underwriter(s) as its counsel on this offering, [Parker Poe Adams & Bernstein LLP] will serve as disclosure counsel to the City."

TAX EXEMPTION AND OTHER TAX MATTERS

Internal Revenue Code of 1986

In the opinion of McNair Law Firm, P.A., Columbia, South Carolina, as Co-Bond Counsel ("McNair"), to be delivered on the date of issuance of the 2014 Bonds, under existing laws, regulations, rulings and judicial decisions

and assuming the City's continued compliance with certain covenants described below, interest on the 2014 Bonds is excludable from gross income of the recipients thereof for federal income tax purposes.

The Internal Revenue Code of 1986, as amended ("Code"), including the Treasury Regulations promulgated thereunder, includes provisions that relate to tax-exempt obligations, such as the 2014 Bonds, including, among other things, permitted uses and investment of the proceeds of the 2014 Bonds and the rebate of certain net arbitrage earnings from the investment of such proceeds to the United States Treasury. Noncompliance with these requirements may result in interest on the 2014 Bonds becoming subject to federal income taxation retroactive to the respective issuance dates thereof. The City has covenanted to comply with the requirements of the Code to the extent required to maintain the exclusion of interest on the 2014 Bonds from gross income for federal tax purposes. Failure of the City to comply with the covenant could cause the interest on the 2014 Bonds to be taxable retroactively to the date of issuance.

The Code imposes an alternative minimum tax on a taxpayer's alternative minimum taxable income. Interest on the 2014 Bonds is not an item of tax preference for purposes of the individual and corporate alternative minimum tax. However, interest on the 2014 Bonds will be includable in the adjusted current earnings of a corporation for purposes of computing the alternative minimum tax imposed on corporations.

Although McNair is of the opinion that interest on the 2014 Bonds is excludable from gross income for federal income tax purposes, the accrual or receipt of interest on the 2014 Bonds may otherwise affect the federal income tax liability of the recipient. The extent of these other tax consequences will depend on the recipient's particular tax status or other items of income or deduction. Prospective purchasers of the 2014 Bonds should be aware that ownership of the 2014 Bonds may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, banks, thrifts and other financial institutions, property and casualty insurance companies, certain recipients of Social Security or Railroad Retirement benefits, certain S corporations with "excess net passive income," foreign corporations subject to the branch profits tax, life insurance companies and taxpayers otherwise entitled to claim the earned income credit and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry or have paid or incurred certain expenses allocable to the 2014 Bonds. McNair will not express any opinion as to such collateral tax consequences. Prospective purchasers of the 2014 Bonds should consult their tax advisors as to collateral federal income tax consequences.

McNair has not undertaken to determine (or to inform any person) whether any action taken (or not taken) or event occurring (or not occurring) after the issuance date of the 2014 Bonds may affect the tax status of interest on the 2014 Bonds. In rendering its opinion, McNair will rely on certificates and representations of the City with respect to certain material facts solely within the City's knowledge relating to the investment and use of the proceeds of the 2014 Bonds and compliance by the City with certain covenants.

Current and future legislative proposals, if enacted into law, clarification of the Code or court decisions may cause interest on the 2014 Bonds to be subject, directly or indirectly, to federal or State income taxation, or otherwise prevent the holders thereof from realizing the full current benefit of the tax-exempt status of such interest. The introduction or enactment of any such legislative proposals, clarification of the Code or court decisions could significantly reduce the benefit of, or otherwise affect, the exclusion from gross income of interest on obligations like the 2014 Bonds and could also affect, perhaps significantly, the market price for, or marketability of, the 2014 Bonds. Prospective purchasers of the 2014 Bonds should consult their own tax advisors regarding any pending or proposed federal or state tax legislation, regulations or litigation, and regarding the impact of future legislation, regulations or litigation, as to which McNair expresses no opinion.

[Original Issue Discount]

Certain of the 2014 Bonds have been sold at initial public offering prices which are less than the amount payable at maturity ("Discount Bonds"). An amount not less than the difference between the initial public offering prices of the Discount Bonds and the amount payable at maturity constitutes original issue discount, which will be treated as interest on such Discount Bonds and, to the extent properly allocable to particular owners who acquire such Discount Bonds at the initial offering thereof, will be excludable from gross income for federal income tax purposes to the same extent as other interest on the 2014 Bonds.

A portion of the original issue discount that accrues in each year to an owner of a Discount Bond that is a corporation will be included in the calculation of adjusted current earnings in determining the alternative minimum tax liability of such corporation. Consequently, an owner of any Discount Bond that is a corporation should be

aware that the accrual of original issue discount in each year may result in an alternative minimum tax liability although the owner of such Discount Bond has not received cash attributable to such original issue discount in such year.

Owners who may acquire 2014 Bonds that are Discount Bonds should consult their tax advisors with respect to the determination for federal income tax purposes of the amount of original issue discount or interest properly accruable with respect to such 2014 Bonds, other tax consequences of owning Discount Bonds and the state and local tax consequences of owning Discount Bonds.

[Original Issue Premium]

Certain of the 2014 Bonds have been sold at initial public offering prices which are greater than the amount payable at maturity ("Premium Bonds"). An amount equal to the excess of the purchase price of the Premium Bonds over their stated redemption prices at maturity constitutes premium on such Premium Bonds. A purchaser of a Premium Bond must amortize any premium over such Premium Bond's term using constant yield principles, based on the purchaser's yield to maturity. As premium is amortized, the purchaser's basis in such Premium Bond is reduced by a corresponding amount, resulting in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes on a sale or disposition of such Premium Bond prior to its maturity. Even though the purchaser's basis is reduced, no federal income tax deduction is allowed. Purchasers of any 2014 Bonds at a premium, whether at the time of initial issuance or subsequent thereto, should consult with their own tax advisors with respect to the determination and treatment of premium for federal income tax purposes and with respect to state and local tax consequences of owning such 2014 Bonds.

State Tax Law Matters

McNair is of the opinion that under present laws of the State, interest on the 2014 Bonds will be excluded from South Carolina taxation, except estate, transfer and certain franchise taxes. Section 12-11-20 of the Code of Laws of South Carolina 1976, as amended, imposes on every bank engaged in business in the State a fee or franchise tax computed at the rate of 4½% of the entire net income of such bank. Regulations of the South Carolina Department of Revenue require that the term "entire net income" include income derived from any source whatsoever, including interest on obligations of any state and any political subdivision thereof. Interest on the 2014 Bonds will be included in such computations.

FINANCIAL ADVISOR

Merchant Capital, L.L.C., Columbia, South Carolina, has served as Financial Advisor to the City in connection with the offer and sale of the 2014 Bonds. As such, it has participated in the preparation of and review of the various financing documents related to the 2014 Bonds. The Financial Advisor will be paid from the proceeds of the 2014 Bonds.

CONTINUING DISCLOSURE

The City has covenanted, so long as required, pursuant to Section 11-1-85, Code of Laws of South Carolina 1976, as amended, to file with a central repository for availability in the secondary bond market, an annual independent audit within 30 days of its receipt and event specific information within 30 days of an event adversely affecting more than 5% of revenues of the City or the City's tax base.

Pursuant to the Disclosure Dissemination Agent Agreement entered into by the City with Digital Assurance Certification, L.L.C. ("DAC") in connection with the issuance of the 2014 Bonds ("Continuing Disclosure Agreement"), the City will covenant for the benefit of the registered owners and the Beneficial Owners of the 2014 Bonds, to provide certain financial information and operating data relating to the City by no later than seven months after the end of each of the City's Fiscal Years, commencing with the report for the Fiscal Year ending June 30, 2014 ("Annual Report"), and to provide notices of the occurrence of certain enumerated events with respect to the 2014 Bonds in accordance with Rule 15c-12(b)(5) under the Securities Exchange Act of 1934, as amended ("Rule"). The Annual Report will be filed on behalf of the City by DAC, as dissemination agent, with the Municipal Securities Rulemaking Board ("MSRB"). The notices of such events will be filed on behalf of the City by DAC with the MSRB. The specific nature of the information to be contained in the Annual Report and the notices of enumerated events is set forth in Appendix E. These covenants have been made in order to assist the original purchasers of the 2014 Bonds in complying with the Rule.

As provided in the Continuing Disclosure Agreement, if the City fails to comply with any provision of the Continuing Disclosure Agreement, any registered owner or “Holder” of the 2014 Bonds may take such actions as may be necessary and appropriate, including seeking injunctive relief or specific performance by court order, to cause the City to comply with its continuing disclosure obligations under the Continuing Disclosure Agreement. “Beneficial Owner” means any person who (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any 2014 Bonds (including persons holding 2014 Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any 2014 Bonds for federal income tax purposes. If any person seeks to cause the City to comply with its continuing disclosure obligations under the Continuing Disclosure Agreement, it is the responsibility of such person to demonstrate that it is a “Holder” within the meaning of the Continuing Disclosure Agreement.

In the last five years, the City believes that it has complied in all material respects with the requirements of its continuing disclosure undertakings, with the exception that the City’s annual report for fiscal years ending June 30, 2009, through June 30, 2012, which did not include the financial information and operating data in its “Comparison of Water Rates in the Columbia MSA” chart comparing the average monthly water bills for certain providers of water service within the Columbia MSA.

The City’s normal policy when it learns of incomplete or late filings is to take remedial action and provide this information immediately. The City supplemented its annual reports and provided the information described in the preceding paragraph through a corrective filing with MSRB’s EMMA (Electronic Municipal Market Access) system, made on November 12, 2013.

For fiscal year ended June 30, 2013, the City timely filed its Annual Report on January 27, 2014.

The City may modify from time to time, consistent with the Rule, the information provided to the extent necessary or appropriate in the judgment of the City, but: (1) any such modification may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of the City; (2) the information to be provided, as modified, would have complied with the requirements of the Rule as of the date of this Official Statement, after taking into account any amendments or interpretations of the Rule, as well as any changes in circumstances; and (3) any such modification does not materially impair the interest of the Holders or the beneficial owners, as determined by the Trustee or nationally recognized bond counsel or by the approving vote of the Holders of a majority in principal amount of the 2014 Bonds then Outstanding at the time of the amendment. Any annual financial information containing modified operating data or financial information will explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided. The City’s continuing disclosure undertakings under the Continuing Disclosure Agreement will terminate on payment, or provision having been made for payment in a manner consistent with the Rule, in full of the principal of and interest on the 2014 Bonds.

MISCELLANEOUS

Ratings

Moody’s Investors Service, Inc. (“Moody’s”) and Standard & Poor’s Ratings Services, a Standard & Poor’s Financial Services LLC business (“S&P”), have assigned the 2014 Bonds their municipal bond ratings of “[+]” and “[+],” respectively. Such ratings reflect only the views of Moody’s and S&P and an explanation of the significance of such ratings may be obtained from Moody’s at the following address: Moody’s Investors Service, Inc., 7 World Trade Center at 250 Greenwich Street, New York, New York 10007 and for S&P at: Standard & Poor’s Corporation, 55 Water Street, 38th Floor, New York, New York 10041. The City has furnished to Moody’s and S&P certain information and materials respecting the City and the 2014 Bonds. Generally, Moody’s and S&P base their ratings on such information and materials and on investigations, studies and assumptions furnished to and obtained and made by them. There is no assurance that such ratings will remain unchanged for any period of time or that it may not be revised downward or withdrawn entirely by Moody’s or S&P, if in their judgment circumstances so warrant. Any such downward revision or withdrawal of such ratings may have an adverse effect on the market price of the 2014 Bonds.

Underwriting

The 2014 Bonds are being purchased for reoffering by the Underwriter. The Underwriter has agreed, subject to certain conditions, to purchase the 2014 Bonds at a purchase price of \$[] (which reflects \$[*] plus original issue premium of \$[] less Underwriter's Discount of \$[]).

The Underwriter may offer and sell the 2014 Bonds to certain dealers and others at a price lower than the offering prices stated on the inside cover page hereof. The offering prices may be changed from time to time by the Underwriter.

Concluding Statement

All quotations from and summaries and explanations of provisions of laws of the State herein do not purport to be complete and are qualified in their entirety by reference to the official compilations thereof. All references to the 2014 Bonds and the determinations of the City Council relating thereto are qualified in their entirety by reference to the definitive forms of the 2014 Bonds, the Hospitality Fee Ordinance and the Ordinance and to such determinations. All such summaries, explanations and references are further qualified in their entirety by reference to the exercise of sovereign police powers of the State and the constitutional powers of the United States of America, and to valid bankruptcy, insolvency, reorganization, moratorium and other laws for the relief of debtors.

Certain of the information set forth in the Official Statement and in the appendices hereto has been obtained from sources other than the City that are believed to be reliable but is not guaranteed as to accuracy or completeness.

The agreement between the City and the holders of the 2014 Bonds is fully set forth in the Ordinance and neither any advertisement for the 2014 Bonds nor this Official Statement is to be construed as constituting an agreement with the holders of the 2014 Bonds.

Anyone having questions should direct them to Jeffery M. Palen, Chief Financial Officer, City of Columbia, 1136 Washington Street – Fourth Floor, Columbia, South Carolina 29201, and telephone (803) 545-4093.

The delivery of this Official Statement and its use in connection with the sale of the 2014 Bonds has been duly authorized by the City.

CITY OF COLUMBIA, SOUTH CAROLINA

Stephen K. Benjamin, Mayor

APPENDIX A**PORTION OF THE COMPREHENSIVE ANNUAL FINANCIAL REPORT
OF THE CITY FOR FISCAL YEAR ENDED JUNE 30, 2013**

APPENDIX B
GENERAL INFORMATION REGARDING THE CITY OF COLUMBIA

GENERAL INFORMATION REGARDING THE CITY OF COLUMBIA

Five-Year Summary

The following table sets forth a summary of the [operating revenues, operating expenses, non-operating revenues and non-operating expenses and changes in net assets] of the City for the fiscal years ended June 30, 2009, through June 30, 2014. The information for the Fiscal Years ended June 30, 2009, through June 30, 2013, summarized below is derived from the City's audited financial statements and should be read in conjunction with the audited financial statements of the City for the applicable fiscal years, copies of which are available for inspection at the City; the information summarized for the Fiscal Year ending June 30, 2014, is preliminary and unaudited, and is subject to end-of year adjustments and accruals. Also summarized below is the City's adopted budget for the Fiscal Year ended June 30, 2015 (reflecting the audited results for each year), the fiscal year ended June 30, 2014 (unaudited), and the fiscal year ending June 30, 2015, budget.

Included as Appendix A to this Official Statement is a portion of the Comprehensive Annual Financial Report of the City for Fiscal Year ended June 30, 2013. Copies of the City's entire Comprehensive Annual Financial Report for the Fiscal Year ended June 30, 2009, through June 30, 2013, are available on the City's website at <http://www.columbiasc.net/Finance>, which is not intended to be an active hyperlink and is not incorporated by reference herein. The City's independent public accountant did not review this Official Statement, nor did it perform any audit procedures related to any of the information contained in this Official Statement.

	2009	2010	2011	2012	2013	(unaudited) 2014 [‡]	budget 2015
Revenues							
General property taxes	\$48,292,387	\$48,930,564	\$49,728,075	\$50,496,237	\$50,644,107	\$	
Sales, hospitality and admission taxes	0	0	0	73,462	95,178		
License and permits	29,591,085	27,418,693	28,758,883	28,329,064	30,505,429		
Intergovernmental revenue	11,689,903	11,961,867	11,734,994	12,974,392	13,540,185		
Charges for services	7,166,064	7,004,130	6,945,419	6,892,770	11,963,232		
Fines and forfeitures	922,675	864,112	889,048	1,000,956	1,083,670		
Interest	228,742	275,145	998,081	479,175	659		
Other revenues	118,483	421,389	1,038,331	290,332	182,881		
Cost recovery fees	2,270,000	2,270,000	0	0	0		
Total Revenues	\$100,279,339	\$99,145,901	\$100,092,831	\$100,536,388	\$108,015,341	\$	
Expenditures							
General Government	\$7,320,764	\$6,569,608	\$6,090,968	\$6,073,363	6,561,858		
Judicial	2,279,449	2,264,446	2,267,244	2,387,018	2,472,285		
Finance department	2,601,962	1,953,988	1,974,835	1,978,427	1,978,474		
Planning & development	4,027,245	3,898,247	3,635,412	3,939,862	4,041,701		
Public safety	54,072,869	48,395,798	51,843,353	52,494,910	51,599,425		
Parks and recreation	9,889,048	9,133,653	9,135,419	9,349,169	9,486,586		
Public services	19,489,714	17,039,160	18,052,911	16,275,703	16,189,808		
General services	3,847,700	3,537,722	3,644,002	4,109,575	4,476,691		
Community promotion	865,210	643,200	172,450	226,750	606,382		
Nondepartmental	1,395,676	1,066,644	1,666,009	2,388,824	2,474,747		
Other charges	0	0	0	0	11,079		
Principal payment on bonds	0	0	440,000	480,000	500,000		
Interest on bonds	0	0	976,393	953,112	927,685		
Debt issuance costs	0	0	0	1,540,470	0		
Capital outlay	0	0	0	4,407,806	3,042,274		
Total Expenditures	\$105,789,637	\$94,502,466	\$99,898,996	\$106,604,989	\$104,368,995	\$	
Excess (deficiency) of revenues over (under) expenditures	\$(5,510,298)	\$4,643,435	\$193,835	\$(6,068,601)	\$3,646,346	\$	
Other financing sources (uses):							
Operating transfers in	\$ 8,963,185	\$10,230,780	\$13,153,729	\$15,758,725	\$16,813,180	\$	
Operating transfers (out)	(11,707,683)	(6,402,076)	(14,900,732)	(8,883,225)	(11,289,637)		
Sale of capital assets	2,531,802	156,782	144,703	170,409	225,883		
Bond issuance	0	0	0	14,825,000	0		
Payments to escrow agent	0	0	0	(14,436,356)	0		
Total other financing sources (uses):	\$(212,696)	3,985,486	\$(1,602,300)	\$7,434,553	\$5,749,426		
Excess (deficiency) of revenues over (under) expenditures	\$(5,722,994)	\$8,628,921	\$(1,408,465)	\$41,365,952	\$9,395,772		
Beginning Fund Balance	\$12,546,889	\$6,823,895	\$15,452,816	†\$14,077,115	\$15,443,067	\$	

Fund Balance end of year	\$6,823,895	\$15,452,816	\$14,044,351	\$15,443,067	\$24,838,839	\$
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Note: Totals may not sum due to rounding.

¹[Restated]

²Preliminary, subject to year-end adjustments and accruals.

Population

The population of the City, Lexington County, Richland County and the Columbia Metropolitan Statistical Area (“Columbia MSA”) for the preceding five decades and is set forth in the following table:

<u>Year</u>	<u>City</u>	<u>Lexington County</u>	<u>Richland County</u>	<u>Columbia MSA</u>
1970	113,542	89,012	233,868	322,880
1980	101,229	140,353	269,735	410,088
1990	103,477	167,611	285,720	453,331
2000	116,278	216,014	320,677	647,158
2010	129,272	262,391	384,504	767,598

Source: U.S. Department of Commerce, Bureau of the Census.

Per Capita Income

The following table shows the per capita income in Lexington County, Richland County and the State for the past five calendar years, for which information is available:

<u>Year</u>	<u>Lexington County</u>	<u>Richland County</u>	<u>State</u>
2009	\$35,259	\$35,437	\$32,376
2010	34,954	35,559	32,688
2011	36,092	37,118	34,183
2012	37,224	38,195	35,056
2013	N/A	N/A	35,453

Source: U.S. Department of Commerce, Bureau of Economic Analysis.

Median Family Income

Median family income statistics are available only as combined figures for the Columbia MSA made up of Lexington, Richland, Calhoun, Fairfield, and Saluda counties. The median family income for the Columbia MSA for the last five calendar years, for which information is available, is shown in the following table. Median family income figures for the State and United States are shown for comparison purposes.

<u>Year</u>	<u>Columbia MSA</u>	<u>State</u>	<u>United States</u>
2009	\$62,100	\$55,000	\$64,000
2010	62,400	55,700	64,400
2011	63,600	55,100	64,200
2012	64,500	55,800	65,000
2013	60,400	55,000	64,400

Source: U.S. Department of Urban Development, Economic and Market Analysis Division.

Unemployment Rate

The average unemployment rates in the City, Lexington County, Richland County, the State and the United States for each of the last five calendar years, for which information is available, is set forth in the following table:

<u>Year</u>	<u>City</u>	<u>Lexington County</u>	<u>Richland County</u>	<u>State</u>	<u>United States</u>
2009	9.5%	8.2%	9.4%	11.5%	9.3%
2010	10.3	8.1	9.6	11.1	9.6
2011	9.7	7.8	9.2	10.3	8.9
2012	9.1	6.8	8.3	9.0	8.1
2013	7.9	5.8	7.2	7.6	7.4

Source: South Carolina Department of Employment and Workforce and U.S. Department of Labor, Bureau of Labor Statistics

The monthly unemployment rates in the City, Lexington County, Richland County, the State and the United States for the last 12 months, for which information is available, is set forth in the following table:

<u>Month</u>	<u>City</u>	<u>Lexington County</u>	<u>Richland County</u>	<u>State</u>	<u>United States</u>
March 2014	5.9	4.2	5.3	5.5	6.7
February 2014	5.2	4.0	5.0	5.7	6.7
January 2014	6.7	5.0	6.3	6.4	6.6
December 2013	6.3	4.9	5.9	6.6	6.7
November 2013	6.7	5.1	6.2	6.8	7.0
October 2013	7.5	5.6	6.8	7.0	7.2
September 2013	7.8	5.7	7.1	7.3	7.2
August 2013	8.9	6.2	7.8	7.5	7.2
July 2013	9.0	6.1	7.7	7.7	7.3
June 2013	9.3	6.6	8.1	7.8	7.5
May 2013	7.7	5.9	7.0	7.9	7.5
April 2013	7.5	5.5	6.8	7.9	7.5
March 2013	7.9	5.8	7.1	8.0	7.5

Source: South Carolina Department of Employment and Workforce; U.S. Department of Labor, Bureau of Labor Statistics

Retail Sales

The following table shows retail sales of businesses located in Lexington County, Richland County and the City for the last six calendar years, for which information is available:

<u>Year Ended December 31</u>	<u>Lexington County</u>	<u>Richland County</u>	<u>City</u>
2008	\$ 8,661,836,462	\$9,851,243,129	\$3,066,062,824
2009	9,131,289,559	10,335,129,411	3,235,294,585
2010	8,300,959,530	9,874,052,748	4,185,477,430
2011	9,542,001,294	10,544,798,279	4,469,797,710
2012	10,020,868,349	10,534,410,062	4,505,612,304
2013	10,520,064,615	10,897,691,760	5,314,636,826

Source: South Carolina Department of Revenue

Construction Activity

The growth of the Columbia MSA is reflected in the following table showing the number of new commercial and residential units constructed in the City and the approximate cost of those units in the last five fiscal years for which information is available:

<u>Fiscal Year Ended June 30</u>	<u>Number of Units</u>	<u>Commercial</u>	<u>Number of Units</u>	<u>Residential</u>
		<u>Estimated Commercial Costs</u>		<u>Estimated Residential Costs</u>
2013	33	\$29,167,670	226	\$33,847,371
2012	42	88,307,346	324	45,079,595
2011	13	8,504,058	277	28,881,790
2010	18	19,787,832	310	32,840,575
2009	36	117,929,808	783	76,178,625

Source: City of Columbia, Planning and Development Services, Permits

Commerce and Industry

The following table shows the ten largest industrial employers within the Columbia MSA, the type of business and their approximate number of employees:

<u>Name</u>	<u>Type of Business</u>	<u>Number of Employees</u>
South Carolina Electric & Gas	Utility	3,477
Michelin North America Inc.	Tire manufacturing	1,960
Westinghouse Electric Corp.	Nuclear fuel assemblies	1,200
Amazon.com	Distribution	1,200
House of Raeford	Poultry processing	857
Invista	Chemical products/preparation	800
Consolidated Systems	Steel roof and floor deck manufacturing	700
International Paper Co.	Fine paper	726
McEntire Produce	Fresh Produce Processor	678
Flextronics International	Electronic contract manufacturing	350

Source: Central SC Alliance

The following table shows the largest non-industrial employers (other than the governmental entities described under “Government Employers” below) located within the Columbia MSA, the type of business and their approximate number of employees:

<u>Name</u>	<u>Type of Business</u>	<u>Number of Employees</u>
Palmetto Health	Health Care	9,000
Blue Cross & Blue Shield of SC ¹	Insurance	6,765
University of South Carolina	Higher Education	5,148
Lexington Medical Center	Health Care	4,736
AT&T	Telecommunications	2,500#
Providence Hospital	Health Care	2,000
Palmetto GBA	Insurance	1,900
Wells Fargo Bank	Banking	1,549
Verizon	Telecommunications - Service	1,400
Midland Technical College	Higher Education	786

Source: Central SC Alliance

University of South Carolina. The University of South Carolina’s (“USC”) main campus is located in downtown Columbia. USC, along with the USC Development Foundation, the City and the University Neighborhood Association collaborated to develop the Inn at USC, a state-of-the-art hotel with 117 rooms, including several two-room suites, three deluxe suites with fireplaces, and spacious meeting and seminar rooms. The Inn at USC joined the Wyndham Hotel Group in August 2012 and is now known as the Inn at USC Wyndham Garden Columbia. The Inn is the first Wyndham Garden hotel in South Carolina. The Inn at USC Wyndham Garden Columbia is adjacent to, and services the National Advocacy Center. Marriott purchased and renovated another hotel on USC’s Columbia campus. The Courtyard Marriott opened in 2007, with 189 rooms, 16 suites, and three meeting rooms with a capacity of 600.

USC’s main campus is home to the Colonial Center – the largest arena in the State with 18,000 seats, and the tenth-largest on-campus basketball facility in the nation. This one-of-a-kind facility features 41 luxury suites, four entertainment suites, and a full-service hospitality room with capacity for 300. Also located on USC’s main campus is the Strom Thurmond Wellness and Fitness Center and the Greek Village, which consists of 20 residential housing units, each accommodating 35 to 40 resident students. Located on a 29-acre tract along the Congaree River near downtown Columbia is the USC baseball stadium built in 2009 with a seating capacity of 8,242.

USC formed a public/private partnership with partners in business and government to build a 500-acre research campus called “Innovista” in downtown Columbia for research on hydrogen and other technologies. Innovista facilities consist of the Arnold School of Public Health and two research complexes: Horizon Center and Discovery Plaza. The Arnold School of Public Health, situated on a \$22 million, 104,860-square-foot facility, is the only school of public health in the State. Students become equipped to receive master’s and doctoral degree programs in

public health, medicine, pharmacy, environment, kinesiology, physical therapy and health systems management. The exercise science program is ranked one of the top five nationally. Horizon I contains 125,000 square feet of dry lab and wet lab space, and is home to the National Science Foundation Industry/University Cooperative for Fuel Cell Research. Discovery Plaza I houses a wet lab with vivarium lab for USC biomedical scientists. The second building in each complex will be for private tenants and their research teams, working on projects related to those of the USC researchers, and each complex will have its own attached parking deck. Horizon II is a privately-developed, five-story, 110,000-square-foot office/dry lab building, currently under construction. Discovery II is in the design and programming phase. Tenants will include private-sector firms and governmental units with collaborative USC research relationships. Innovista provides walking and bike paths tying its buildings and parking to Riverfront Park, the USC baseball stadium, and the Strom Thurmond Wellness & Fitness Center. The total investment for the first phase of construction was approximately \$140 million, with the total investment in Innovista expected to reach \$250 million at completion. Construction began in December 2011 on the new 250,000 square-foot, \$90 million Darla Moore School of Business, also located in Innovista. Construction is scheduled to be complete in July 2014.

USC began construction in early 2014 behind the Carolina Coliseum of a private, resort-style student housing development including a six-story, 919-bed apartment complex. The complex will include one-, two- and four-bedroom apartments, as well as studio apartments, a fitness center, volleyball court, a pool, and other high-end amenities. As part of the project, a dining facility, parking garage and classrooms will be built behind the new Moore School of Business. Completion of the project is set for July 2015. The USC Development Foundation has also recently contracted with a private developer for the construction of an additional \$93 million private student apartment complexes near the USC campus.

Government Employers

Governmental entities are the largest employers in the Columbia MSA. As the table under the heading “Columbia MSA Labor Force Estimate” indicates, such governmental entities have historically provided a stable employment base. These entities include the State government, local governments (including the City), other federal government entities and local school districts. The table shown below provides a breakdown on employment by these entities for the Columbia MSA:

<u>Name</u>	<u>Approximate Number of Employees</u>
State of South Carolina	24,525
S.C. Department of Transportation	4,418
Richland County School District 1	4,009
Lexington County School District 1	3,403
Richland County School District 2	3,300
S.C. Department of Health and Environmental Control	3,096
School District 5 of Lexington and Richland Counties	2,354
City of Columbia	2,150
Richland County Government	1,708
Lexington County School District 2	1,083

Source: Central SC Alliance

Facilities Located in the Columbia MSA

Transportation. Interstate highways 20, 26, 77 and a network of U.S. and S.C. highways traverse the Columbia MSA. Rail service is provided by Southern Railway and CSX Transportation. Passenger service is available through Amtrak via “The Silver Star.” Nationwide freight service is available through approximately 50 motor freight lines regularly serving the City area. Intercity bus service is provided by Greyhound Lines, Inc.

The Columbia Metropolitan Airport (“Airport”), located in the unincorporated area of Lexington County, and approximately six miles southwest of the City’s central business district, is comprised of two runways, associated taxiways, an air traffic control tower, aviation fuel storage facilities, aircraft parking aprons, a passenger terminal building, air cargo buildings, general aviation hangars and terminals, support facilities for the U.S. Army Reserve, the aeronautical facilities of the South Carolina Aeronautics Commission, roads, grounds and public parking facilities; all of which are located on approximately 2,600 acres. Air operations are conducted on an 8,600-foot x 150-foot runway and an 8,000-foot x 150-foot runway. The passenger terminal features a two-level concourse for common-use gates; a central food court within easy view of all gates; expanded airline ticket counter; baggage claim

area; and a covered walkway between the terminal and parking lot. A multi-level parking structure and surface parking lots provide a combined 3,505 public parking spaces. The Airport serves more than 1.2 million passengers annually and processes more than 168,000 tons of air cargo. A 108-acre parcel of the Airport property has been designated as Foreign Trade Zone 127 by U.S. Customs. The Columbia Airport Enterprise Park is a 435-acre industrial park located on the Airport complex. The FAA Southern Region Airports Division awarded the Airport the 2005 Air Carrier Airport Safety Award. The Airport has hired and maintained a competent, trained staff of Airport rescue firefighters, maintenance technicians and operations coordinators.

The passenger airlines which currently serve the Airport are: American Eagle, Delta Air Lines, United Express and US Airways which provide nonstop departures to the connecting hub airports in Atlanta, Charlotte, Chicago, Dallas/Fort Worth, Detroit, Houston, Newark, New York, Philadelphia, and Washington, DC. The major air cargo companies serving the Airport include Airborne Express, Emery Worldwide, Federal Express, and United Parcel Service ("UPS").

The Airport is the site of UPS' southeastern region Air/Ground Hub and Sortation Station for both its Next Day Air and Second Day Air package delivery services. Using its own funds, UPS constructed a package sortation building encompassing approximately 352,000 square feet on a 50-acre site near the Airport, which it purchased from the Airport. UPS is also leasing from the Airport a 35,000 square foot office building on a nine-acre site in CAE Park which houses the 200-person staff that reconciles and administers UPS' system-wide COD delivery services. UPS is operating with a minimum of 20 daily jet freighter arrivals and 20 departures at the Airport.

The Jim Hamilton-L.B. Owens Airport, with a 5011-foot by 75-foot runway, is located in the southeast section of the City and is used by private and other small aircraft.

Medical and Health Services. There are eight hospitals located within the Columbia MSA, two of which are federal facilities (William J. Dorn Veterans Hospital and Moncrief Army Hospital). Furthermore, there are five psychiatric hospitals and approximately 100 licensed nursing homes and community residential care facilities in the Columbia MSA. In January 2006, Palmetto Health Heart Hospital located at the Richland County campus opened its doors, becoming the most advanced, state-of-the-art cardiac care facility in the area. Serving patients from the midlands and all over central South Carolina, the \$80 million, 200,000 square-foot hospital is the State's only freestanding facility dedicated entirely to the prevention, diagnosis and treatment of cardiovascular diseases. Built specifically to meet the needs of the patients, there is a fluid transition between heart procedures and patient rooms. This unique building offers patients and visitors a comfortable and soothing experience complete with waterfalls and landscaped courtyards, and a view of the outside from each of the patient rooms. Attached to the Heart Hospital is a 100,000 square-foot medical office building which enables physicians and clinical staff to spend more time caring for the patients. To provide an unparalleled level of individualized care for residents of South Carolina, the hospital includes: 124 private inpatient beds; Cardiovascular Intensive Care Unit; Critical Care Unit; Cardiac Diagnosis; Cardiac Cath and Electrophysiology labs; Cardiac Rehabilitation Program; Pulmonary Rehabilitation Program; Telemetry Units; labs and diagnostic test areas; landscaped atriums; 700-car parking garage; gift shop; and specialty coffee cart. Palmetto Health completed several renovation projects at its Baptist and Richland Memorial campuses. Palmetto Health Baptist Parkridge ("Parkridge"), located in the northwest portion of the City, is Palmetto Health's newest full-service community hospital offering state-of-the-art inpatient, surgical, medical and emergency care. The Parkridge facility includes 76 in-patient beds, an intensive care unit, a labor and delivery unit and newborn nursery, six operating rooms, and diagnostic and treatment services, which include imaging, laboratory, pharmacy and more. Additional service are planned for Parkridge, including non-invasive cardiology, neurosurgery, orthopaedics, and outpatient rehabilitation to name a few.

Financial Institutions. The Columbia MSA serves as the chief financial center of the State. According to the Federal Deposit Insurance Corporation, as of June 30, 2013, there were 195 branches of commercial banks and five branches of savings institutions in the Columbia MSA, with deposits at all financial institutions totaling \$15,759,070,000.

Utilities. Electricity for industrial, residential and commercial consumption is provided by SCE&G, Tri-County Cooperative, Inc., Mid-Carolina Electric Cooperative, Inc. and Fairfield Electric Cooperative, Inc. Natural gas is provided by SCE&G. Water and sewer service is provided by the City inside the City limits, as well as to portions of Richland and Lexington Counties.

Recreation. The Columbia MSA offers many opportunities for recreation and leisure activities. The Columbia Museum of Art is South Carolina's premier international art museum with extraordinary collections of European and American fine and decorative art that span centuries. The South Carolina State Museum is the largest museum in

South Carolina, located in America's first electric-powered textile mill with extensive exhibits in the disciplines of art, science and technology, cultural history and natural history. There are a total of 12 art and historical museums in the area. The Town Theatre is the oldest, continuously operating community theatre in the U.S. and is listed on the National Register of Historical Places. The theatre provides live community theatre performances throughout the year with an emphasis on musicals, comedies and youth productions. EdVenture Children's Museum, the South's largest children's museum at 67,000 square feet, is the home of Eddie, the world's largest child, along with hundreds of interactive exhibits to inspire children to experience the joy of learning. Riverbanks Zoo and Garden, ranked among the top ten zoos in the nation, is located in Richland and Lexington counties on a 170-acre tract of land bisected by the Saluda River, which consists of a zoological park presently located on approximately 30 acres and home to more than 2,000 animals housed within naturalistic exhibits, and a botanical garden and contiguous natural areas located on a seventy-acre tract of land on the western side of the Saluda River that is connected to the zoological park by a bridge. Riverbanks Zoo and Garden is committed to the conservation of wildlife, to the audience's education of natural history, and to the enhancement of the quality of life in its community through the provision of high-quality recreational opportunities. The University of South Carolina and other area universities and colleges offer a wide range of sports activities for both spectators and participants. Lake Murray, a 50,000-acre man-made lake with more than 500 miles of shoreline, provides limitless opportunities for fishing, camping, boating, sailing and skiing, as well as residential sites for single-family and multi-family development.

Public Schools. There were approximately 51,178 pupils enrolled in public schools in Richland County and 55,320 enrolled in the public school system in Lexington County for the 2013-2014 school year. All public schools are fully accredited and all teachers fully certified by the South Carolina Department of Education.

Higher Education. There are eight main institutions of higher education in the Columbia MSA, the largest being the main campus of the University of South Carolina with a present enrollment of 31,964. The table below lists these institutions and their Fall 2013 enrollment:

<u>College/University</u>	<u>Enrollment</u>
University of South Carolina (Columbia Campus)	31,964
Midlands Technical College	11,634
Benedict College	2,512
Southern Wesleyan University	1,701
South University	1,627
Columbia College	1,169
Columbia International University	1,154
Allen University	651

Source: South Carolina Commission on Higher Education

Midlands Technical College ("MTC") is one of 16 technical colleges and technical education centers that make up the South Carolina Technical Education System. With three campuses located within the Columbia MSA, the MTC program serves approximately 11,634 students.

Vista. In 2004, the City, in cooperation with Richland County and Lexington County, constructed a 142,000 square-foot, state-of-the-art convention center complex in the downtown "Vista" area at a cost of \$40 million. The convention center is complemented by a 222-room, full service Hilton Convention Center Hotel, along with an adjacent 829-car parking garage serving the hotel, convention center, and area businesses. Other major projects in the Vista area include renovation of the historic South Carolina Dispensary Warehouse for reuse as a Publix grocery store, and development of Canal Front Park along the Columbia Canal. New residential projects in the Vista include Justice Square Town Homes, a 12-unit residential project. In addition, Renaissance Plaza Apartments provides live/work residential units, with 17 small storefronts and professional offices and 55 condominiums, completed in 2007. The CanalSide development consists of 25 acres and 750 total units of single-family attached, detached and multi-family residential options, a central park area, open space adjacent to the Congaree River and Columbia Canal, and a limited amount of complementary retail and commercial space. In addition to the above, many businesses, including restaurants, hotels, a bank, retail stores, apartments and other office buildings have been or are currently under development in the Vista area. Two additional housing projects for USC students are also under construction in the Vista. One project has an 800-bed capacity, and a second will house approximately 250 students; both projects are currently scheduled for completion in August 2015.

Military. Fort Jackson, located within the city limits of Columbia, was established in 1917 and designated as a permanent post of the United States Army in 1940. Fort Jackson, which covers 82 square miles within the City, is the largest and most active Initial Entry Training Center in the U.S. Army, providing training to 50% of the Army's

Basic Combat Training load and 60% of the women who enter the Army each year. While some installations have experienced downsizing and closure in past years, Fort Jackson has added several new schools and training institutions, including the Armed Forces Chaplaincy Center and School, the U.S. Army's only Drill Sergeant School, the U.S. Army Soldier Support Institute and the National Center for Credibility Assessment (formerly the Department of Defense Polygraph Institute).

More than 3,500 active duty soldiers and their 12,000 family members are assigned to the installation and make this area their home. Fort Jackson instructs an average of 45,000 soldiers in basic training and advanced individual training each year. The Fort employs almost 3,500 civilians and provides services for more than 46,000 retirees and their family members. An additional 10,000 students annually attend courses at the Soldier Support Institute, Armed Forces Chaplaincy Center and School, National Center for Credibility Assessment, and Drill Sergeant School.

Fort Jackson, annexed into the City in October 1968, has a significant economic impact on the Midlands area, contributing approximately \$716 million to the local economy. In addition, over 100,000 family members visit the Midlands area each year to attend basic training graduation activities, using local hotels, restaurants and shopping areas. The Fort encompasses more than 52,000 acres of land including over 100 ranges and field training sites and 1,160 buildings. Recent improvements include a Basic Combat Training star base, dual dining facility, Family Life and Resiliency Center, the 81st Regional Reserve Command and a Residential Communities Initiative which will result in the demolition and renovation of 640 new and 210 renovated homes for Army families.

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APPENDIX C
SUMMARY OF CERTAIN PROVISIONS OF THE ORDINANCE

SUMMARY OF CERTAIN PROVISIONS OF THE ORDINANCE

The following statements are brief summaries of certain provisions of the General Bond Ordinance and the Supplemental Ordinance (as such terms are defined in the front part of this Official Statement; such General Bond Ordinance and Supplemental Ordinance are referenced herein as the “Ordinance”). These summaries do not purport to be complete, and reference is made to the Ordinance for a full and complete statement of such provisions. All capitalized terms not defined herein have the meanings ascribed thereto in the front part of this Official Statement or the Ordinance.

APPENDIX D
FORMS OF OPINIONS OF CO-BOND COUNSEL

APPENDIX E
FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT

Attachment: 2014-052 \$35,000,000 2nd supplemental special obligation bond (Bull Street multi-use venue) [Revision 1] (1324 : ORDINANCE NO.

FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT

This Disclosure Dissemination Agent Agreement (“Disclosure Agreement”), dated as of [], 2014, is executed and delivered by the City of Columbia, South Carolina (“Issuer”) and Digital Assurance Certification, L.L.C., as exclusive Disclosure Dissemination Agent (“Disclosure Dissemination Agent” or “DAC”) for the benefit of the Holders (defined below) of the Bonds (defined below) and in order to provide certain continuing disclosure with respect to the Bonds in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time (“Rule”).

The services provided under this Disclosure Agreement solely relate to the execution of instructions received from the Issuer through use of the DAC system and do not constitute “advice” within the meaning of the Dodd-Frank Wall Street Reform and Consumer Protection Act (“Act”). DAC will not provide any advice or recommendation to the Issuer or anyone on the Issuer’s behalf regarding the “issuance of municipal securities” or any “municipal financial product” as defined in the Act and nothing in this Disclosure Agreement shall be interpreted to the contrary.

SECTION 1. Definitions. Capitalized terms not otherwise defined in this Disclosure Agreement shall have the meaning assigned in the Rule or, to the extent not in conflict with the Rule, in the Official Statement (defined below). The capitalized terms shall have the following meanings:

“Annual Report” means an Annual Report described in and consistent with Section 3 of this Disclosure Agreement.

“Annual Filing Date” means the date, set in Sections 2(a) and 2(f), by which the Annual Report is to be filed with the Repositories.

“Annual Financial Information” means annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(a) of this Disclosure Agreement.

“Audited Financial Statements” means the financial statements (if any) of the Issuer for the prior fiscal year, certified by an independent auditor as prepared in accordance with generally accepted accounting principles or otherwise, as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(b) of this Disclosure Agreement.

“Bonds” means the bonds as listed on the attached Exhibit A, with the 9-digit CUSIP numbers relating thereto.

“Certification” means a written certification of compliance signed by the Disclosure Representative stating that the Annual Report, Audited Financial Statements, Voluntary Report, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure delivered to the Disclosure Dissemination Agent is the Annual Report, Audited Financial Statements, Voluntary Report, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure required to be submitted to the Repositories under this Disclosure Agreement. A Certification shall accompany each such document submitted to the Disclosure Dissemination Agent by the Issuer and include the full name of the Bonds and the 9-digit CUSIP numbers for all Bonds to which the document applies.

“Disclosure Representative” means the Finance Director or his designee, or such other person as the Issuer shall designate in writing to the Disclosure Dissemination Agent from time to time as the person responsible for providing Information to the Disclosure Dissemination Agent.

“Disclosure Dissemination Agent” means Digital Assurance Certification, L.L.C, acting in its capacity as Disclosure Dissemination Agent hereunder, or any successor Disclosure Dissemination Agent designated in writing by the Issuer pursuant to Section 9 hereof.

“Failure to File Event” means the Issuer’s failure to file an Annual Report on or before the Annual Filing Date.

“Force Majeure Event” means: (i) acts of God, war, or terrorist action; (ii) failure or shut-down of the Electronic Municipal Market Access system maintained by the MSRB; or (iii) to the extent beyond the Disclosure Dissemination Agent’s reasonable control, interruptions in telecommunications or utilities services, failure, malfunction or error of any telecommunications, computer or other electrical, mechanical or technological application, service or system, computer virus, interruptions in Internet service or telephone service (including due to a virus, electrical delivery problem or similar occurrence) that affect Internet users generally, or in the local area in which the Disclosure Dissemination Agent or the MSRB is located, or acts of any government, regulatory or any other competent authority the effect of which is to prohibit the Disclosure Dissemination Agent from performance of its obligations under this Disclosure Agreement.

“Holder” means any person (a) having the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries) or (b) treated as the owner of any Bonds for federal income tax purposes.

“Information” means, collectively, the Annual Reports, the Audited Financial Statements (if any), the Notice Event notices, the Failure to File Event notices, the Voluntary Event Disclosures and the Voluntary Financial Disclosures.

“MSRB” means the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934.

“Notice Event” means an event listed in Sections 4(a) of this Disclosure Agreement.

“Official Statement” means that Official Statement prepared by the Issuer in connection with its \$[*] Special Obligation Bonds (Hospitality Fee Pledge) Series 2014, as listed on Appendix A.

“Voluntary Event Disclosure” means information of the category specified in any of subsections (e)(vi)(1) through (e)(vi)(11) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(a) of this Disclosure Agreement.

“Voluntary Financial Disclosure” means information of the category specified in any of subsections (e)(vii)(1) through (e)(vii)(9) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(b) of this Disclosure Agreement.

SECTION 2. Provision of Annual Reports.

(a) The Issuer shall provide, annually, an electronic copy of the Annual Report and Certification to the Disclosure Dissemination Agent, together with a copy for the Trustee, not later than 30 days prior to the Annual Filing Date. Promptly on receipt of an electronic copy of the Annual Report and the Certification, the Disclosure Dissemination Agent shall provide an Annual Report to the MSRB not later than 210 days after the end of each fiscal year of the Issuer, commencing with the fiscal year ending June 30, 2014. Such date and each anniversary thereof is the Annual Filing Date. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 3 of this Disclosure Agreement.

(b) If on the fifteenth (15th) day prior to the Annual Filing Date, the Disclosure Dissemination Agent has not received a copy of the Annual Report and Certification, the Disclosure Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the Annual Report pursuant to Section 2(a). On such reminder, the Disclosure Representative shall either (i) provide the Disclosure Dissemination Agent with an electronic copy of the Annual Report and the Certification) no later than two (2) business days prior to the Annual Filing Date, or (ii) instruct the Disclosure Dissemination Agent in writing that the Issuer will not be able to file the Annual Report within the time required under this Disclosure Agreement, state the date by which the Annual Report for such year will be provided and instruct the Disclosure Dissemination Agent that a Notice Event as described in Section 4(a)(12) has occurred and to immediately send a notice to the MSRB in substantially the form attached as Exhibit B, accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(c) If the Disclosure Dissemination Agent has not received an Annual Report and Certification by 6:00 p.m. Eastern time on Annual Filing Date (or, if such Annual Filing Date falls on a Saturday, Sunday or holiday, then the first business day thereafter) for the Annual Report, a Failure to File Event shall have occurred and the Issuer irrevocably directs the Disclosure Dissemination Agent to immediately send a notice to the MSRB in substantially the form attached as Exhibit B without reference to the anticipated filing date for the Annual Report, accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(d) If Audited Financial Statements of the Issuer are prepared but not available prior to the Annual Filing Date, the Issuer shall, when the Audited Financial Statements are available, provide in a timely manner an electronic copy to the Disclosure Dissemination Agent, accompanied by a Certificate, together with a copy for the Trustee, for filing with the MSRB.

(e) The Disclosure Dissemination Agent shall:

- (i) verify the filing specifications of the MSRB each year prior to the Annual Filing Date;
- (ii) on receipt, promptly file each Annual Report received under Sections 2(a) and 2(b) with the MSRB;
- (iii) on receipt, promptly file each Audited Financial Statement received under Section 2(d) with the MSRB;
- (iv) on receipt, promptly file the text of each Notice Event received under Sections 4(a) and 4(b)(ii) with the MSRB, identifying the Notice Event as instructed by the Issuer pursuant to Section 4(a) or 4(b)(ii) (being any of the categories set forth below) when filing pursuant to Section 4(c) of this Disclosure Agreement:
 - 1. "Principal and interest payment delinquencies";
 - 2. "Non-Payment related defaults, if material";
 - 3. "Unscheduled draws on debt service reserves reflecting financial difficulties";
 - 4. "Unscheduled draws on credit enhancements reflecting financial difficulties";
 - 5. "Substitution of credit or liquidity providers, or their failure to perform";
 - 6. "Adverse tax opinions, IRS notices or events affecting the tax status of the security";
 - 7. "Modifications to rights of securities holders, if material";
 - 8. "Bond calls, if material";
 - 9. "Defeasances";
 - 10. "Release, substitution, or sale of property securing repayment of the securities, if material";
 - 11. "Rating changes";
 - 12. "Tender offers";
 - 13. "Bankruptcy, insolvency, receivership or similar event of the obligated person";
 - 14. "Merger, consolidation, or acquisition of the obligated person, if material"; and
 - 15. "Appointment of a successor or additional trustee, or the change of name of a trustee, if material";

- (v) on receipt (or irrevocable direction pursuant to Section 2(c) of this Disclosure Agreement, as applicable), promptly file a completed copy of Exhibit B to this Disclosure Agreement with the MSRB, identifying the filing as “Failure to provide annual financial information as required” when filing pursuant to Section 2(b)(ii) or Section 2(c) of this Disclosure Agreement;
- (vi) on receipt, promptly file the text of each Voluntary Event Disclosure received under Section 7(a) with the MSRB, identifying the Voluntary Event Disclosure as instructed by the Issuer pursuant to Section 7(a) (being any of the categories set forth below) when filing pursuant to Section 7(a) of this Disclosure Agreement:
 - 1. “amendment to continuing disclosure undertaking”;
 - 2. “change in obligated person”;
 - 3. “notice to investors pursuant to bond documents”;
 - 4. “certain communications from the Internal Revenue Service”;
 - 5. “secondary market purchases”;
 - 6. “bid for auction rate or other securities”;
 - 7. “capital or other financing plan”;
 - 8. “litigation/enforcement action”;
 - 9. “change of tender agent, remarketing agent, or other on-going party”;
 - 10. “derivative or other similar transaction”; and
 - 11. “other event-based disclosures”;
- (vii) on receipt, promptly file the text of each Voluntary Financial Disclosure received under Section 7(b) with the MSRB, identifying the Voluntary Financial Disclosure as instructed by the Issuer pursuant to Section 7(b) (being any of the categories set forth below) when filing pursuant to Section 7(b) of this Disclosure Agreement:
 - 1. “quarterly/monthly financial information”;
 - 2. “change in fiscal year/timing of annual disclosure”;
 - 3. “change in accounting standard”;
 - 4. “interim/additional financial information/operating data”;
 - 5. “budget”;
 - 6. “investment/debt/financial policy”;
 - 7. “information provided to rating agency, credit/liquidity provider or other third party”;
 - 8. “consultant reports”; and
 - 9. “other financial/operating data”;

- (viii) provide the Issuer evidence of the filings of each of the above when made, which shall be by means of the DAC system, for so long as DAC is the Disclosure Dissemination Agent under this Disclosure Agreement.

(f) The Issuer may adjust the Annual Filing Date on change of its fiscal year by providing written notice of such change and the new Annual Filing Date to the Disclosure Dissemination Agent and the MSRB, provided that the period between the existing Annual Filing Date and new Annual Filing Date shall not exceed one year.

SECTION 3. Content of Annual Reports.

(a) Each Annual Report shall contain Annual Financial Information with respect to the Issuer, including the information provided in the Official Statement as follows:

- (1) The financial statements of the Issuer for the preceding fiscal year prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board (or if not in conformity, to be accompanied by a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information). If the Issuer's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.
- (2) Financial and operating data for each fiscal year, which shall consist of the financial and operating data contained in the following tables in the Official Statement under the caption, "FINANCIAL FACTORS": [(i) Five-Year Summary and (ii) Historical Debt Service Coverage.]

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer, which have been submitted to the MSRB. If the document included by reference is a final official statement, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference.

(b) Audited Financial Statements prepared in accordance with GAAP as described in the Official Statement will be included in the Annual Report.

Any or all of the items listed above may be included by specific reference from other documents, including official statements of debt issues with respect to which the Issuer is an "obligated person" (as defined by the Rule), which have been previously filed with the Securities and Exchange Commission or available on the MSRB Internet Website. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The Issuer will clearly identify each such document so incorporated by reference.

SECTION 4. Reporting of Notice Events.

(a) The occurrence of any of the following events with respect to the Bonds constitutes a Notice Event:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material

notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

7. Modifications to rights of Bond holders, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the Obligated Person;
13. The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.

The Issuer shall, in a timely manner not in excess of ten business days after its occurrence, notify the Disclosure Dissemination Agent in writing of the occurrence of a Notice Event. Such notice shall instruct the Disclosure Dissemination Agent to report the occurrence pursuant to subsection (c) and shall be accompanied by a Certification. Such notice or Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(b) The Disclosure Dissemination Agent is under no obligation to notify the Issuer or the Disclosure Representative of an event that may constitute a Notice Event. In the event the Disclosure Dissemination Agent so notifies the Disclosure Representative, the Disclosure Representative will within two business days of receipt of such notice (but in any event not later than the tenth business day after the occurrence of the Notice Event, if the Issuer determines that a Notice Event has occurred), instruct the Disclosure Dissemination Agent that (i) a Notice Event has not occurred and no filing is to be made or (ii) a Notice Event has occurred and the Disclosure Dissemination Agent is to report the occurrence pursuant to subsection (c) of this Section 4, together with a Certification. Such Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(c) If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in subsection (a) or (b)(ii) of this Section 4 to report the occurrence of a Notice Event, the Disclosure Dissemination Agent shall promptly file a notice of such occurrence with MSRB in accordance with Section 2 (e)(iv) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

SECTION 5. CUSIP Numbers. Whenever providing information to the Disclosure Dissemination Agent, including but not limited to Annual Reports, documents incorporated by reference to the Annual Reports, Audited Financial Statements, Notice Event notices, Failure to File Event notices, Voluntary Event Disclosures and Voluntary Financial Disclosures, the Issuer shall indicate the full name of the Bonds and the 9-digit CUSIP numbers for the Bonds as to which the provided information relates.

SECTION 6. Additional Disclosure Obligations. The Issuer acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Issuer, and that the failure of the Disclosure Dissemination Agent to so advise the Issuer shall not constitute a breach by the Disclosure Dissemination Agent of any of its duties and responsibilities under this Disclosure Agreement. The Issuer acknowledges and understands that the duties of the Disclosure Dissemination Agent relate exclusively to execution of the mechanical tasks of disseminating information as described in this Disclosure Agreement.

SECTION 7. Voluntary Reports.

(a) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Event Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Event Disclosure (which shall be any of the categories set forth in Section 2(e)(vi) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(a) to file a Voluntary Event Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Event Disclosure with the MSRB in accordance with Section 2(e)(vi) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-2.

(b) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Financial Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Financial Disclosure (which shall be any of the categories set forth in Section 2(e)(vii) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(b) to file a Voluntary Financial Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Financial Disclosure with the MSRB in accordance with Section 2(e)(vii) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-3.

(c) The parties hereto acknowledge that the Issuer is not obligated pursuant to the terms of this Disclosure Agreement to file any Voluntary Event Disclosure pursuant to Section 7(a) hereof or any Voluntary Financial Disclosure pursuant to Section 7(b) hereof.

(d) Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information through the Disclosure Dissemination Agent using the means of dissemination set forth in this Disclosure Agreement or including any other information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure, in addition to that required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure.

SECTION 8. Termination of Reporting Obligation. The obligations of the Issuer and the Disclosure Dissemination Agent under this Disclosure Agreement shall terminate with respect to the Bonds on the legal defeasance, prior redemption or payment in full of all of the Bonds, when the Issuer is no longer an obligated person with respect to the Bonds, or on delivery by the Disclosure Representative to the Disclosure Dissemination Agent of an opinion of nationally recognized bond counsel to the effect that continuing disclosure is no longer required.

SECTION 9. Disclosure Dissemination Agent. The Issuer has appointed Digital Assurance Certification, L.L.C. as exclusive Disclosure Dissemination Agent under this Disclosure Agreement. The Issuer may, on thirty days written notice to the Disclosure Dissemination Agent and the Trustee, replace or appoint a successor Disclosure

Dissemination Agent. On termination of DAC's services as Disclosure Dissemination Agent, whether by notice of the Issuer or DAC, the Issuer agrees to appoint a successor Disclosure Dissemination Agent or, alternately, agrees to assume all responsibilities of Disclosure Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Bonds. Notwithstanding any replacement or appointment of a successor, the Issuer shall remain liable until payment in full for any and all sums owed and payable to the Disclosure Dissemination Agent. The Disclosure Dissemination Agent may resign at any time by providing thirty days' prior written notice to the Issuer.

SECTION 10. Remedies in Event of Default. In the event of a failure of the Issuer or the Disclosure Dissemination Agent to comply with any provision of this Disclosure Agreement, the Holders' rights to enforce the provisions of this Agreement shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance of the parties' obligation under this Disclosure Agreement. Any failure by a party to perform in accordance with this Disclosure Agreement shall not constitute a default on the Bonds or under any other document relating to the Bonds, and all rights and remedies shall be limited to those expressly stated in this Disclosure Agreement.

SECTION 11. Duties, Immunities and Liabilities of Disclosure Dissemination Agent.

(a) The Disclosure Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. The Disclosure Dissemination Agent's obligation to deliver the information at the times and with the contents described herein shall be limited to the extent the Issuer has provided such information to the Disclosure Dissemination Agent as required by this Disclosure Agreement. The Disclosure Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Disclosure Dissemination Agent shall have no duty or obligation to review or verify any Information or any other information, disclosures or notices provided to it by the Issuer and shall not be deemed to be acting in any fiduciary capacity for the Issuer, the Holders of the Bonds or any other party. The Disclosure Dissemination Agent shall have no responsibility for the Issuer's failure to report to the Disclosure Dissemination Agent a Notice Event or a duty to determine the materiality thereof. The Disclosure Dissemination Agent shall have no duty to determine, or liability for failing to determine, whether the Issuer has complied with this Disclosure Agreement. The Disclosure Dissemination Agent may conclusively rely on Certifications of the Issuer at all times.

The obligations of the Issuer under this Section shall survive resignation or removal of the Disclosure Dissemination Agent and defeasance, redemption or payment of the Bonds.

(b) The Disclosure Dissemination Agent may, from time to time, consult with legal counsel (either in-house or external) of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or its respective duties hereunder, and shall not incur any liability and shall be fully protected in acting in good faith on the advice of such legal counsel. The reasonable fees and expenses of such counsel shall be payable by the Issuer.

(c) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Agreement shall be provided in an electronic format and accompanied by identifying information as prescribed by the MSRB.

SECTION 12. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Issuer and the Disclosure Dissemination Agent may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to both the Issuer and the Disclosure Dissemination Agent to the effect that such amendment or waiver does not materially impair the interests of Holders of the Bonds and would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule; provided neither the Issuer or the Disclosure Dissemination Agent shall be obligated to agree to any amendment modifying their respective duties or obligations without their consent thereto.

Notwithstanding the preceding paragraph, the Disclosure Dissemination Agent shall have the right to adopt amendments to this Disclosure Agreement necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission from time to time by giving not

less than 20 days written notice of the intent to do so together with a copy of the proposed amendment to the Issuer. No such amendment shall become effective if the Issuer shall, within 10 days following the giving of such notice, send a notice to the Disclosure Dissemination Agent in writing that it objects to such amendment.

SECTION 13. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Disclosure Dissemination Agent, the underwriter, and the Holders from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 14. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of South Carolina (other than with respect to conflicts of laws).

SECTION 15. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[SIGNATURE PAGE FOLLOWS]
[REMAINDER OF PAGE INTENTIONALLY BLANK]

The Disclosure Dissemination Agent and the Issuer have caused this Continuing Disclosure Agreement to be executed, on the date first written above, by their respective officers duly authorized.

DIGITAL ASSURANCE CERTIFICATION, L.L.C.,
as Disclosure Dissemination Agent

By: _____
Name: _____
Title: _____

CITY OF COLUMBIA, SOUTH CAROLINA, as Issuer

By: _____
Name: _____
Title: _____

EXHIBIT A
NAME AND CUSIP NUMBERS OF BONDS

Name of Issuer	City of Columbia, South Carolina
Obligated Person(s)	Same
Name of Bond Issue:	\$[*] Special Obligation Bonds (Hospitality Fee Pledge) Series 2014
Date of Issuance:	[], 2014
Date of Official Statement:	[], 2014
CUSIP Number:	198504

EXHIBIT B
NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer	City of Columbia, South Carolina
Obligated Person(s)	Same
Name of Bond Issue:	\$[*] Special Obligation Bonds (Hospitality Fee Pledge) Series 2014
Date of Issuance:	[], 2014
Date of Official Statement:	[], 2014

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by the Disclosure Agreement, dated as of [], 2014, between the Issuer and Digital Assurance Certification, L.L.C., as Disclosure Dissemination Agent. The Issuer has notified the Disclosure Dissemination Agent that it anticipates that the Annual Report will be filed by:_____.

Dated: _____

DIGITAL ASSURANCE CERTIFICATION, L.L.C.,
as Disclosure Dissemination Agent,
on behalf of the Issuer

By: _____
Name: _____
Title: _____

cc: Issuer
Obligated Person

**EXHIBIT C-1
EVENT NOTICE COVER SHEET**

This cover sheet and material event notice should be sent to the Municipal Securities Rulemaking Board or to all Nationally Recognized Municipal Securities Information Repositories, and the State Information Depository, if applicable, pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name:

Issuer's Six-Digit CUSIP Number:

or Nine-Digit CUSIP Number(s) of the bonds to which this material event notice relates:

Number of pages of attached material event notice: _____

_____ Description of Notice Events (Check One):

1. ☐ "Principal and interest payment delinquencies";
2. ☐ "Non-Payment related defaults, if material";
3. ☐ "Unscheduled draws on debt service reserves reflecting financial difficulties";
4. ☐ "Unscheduled draws on credit enhancements reflecting financial difficulties";
5. ☐ "Substitution of credit or liquidity providers, or their failure to perform";
6. ☐ "Adverse tax opinions, IRS notices or events affecting the tax status of the security";
7. ☐ "Modifications to rights of securities holders, if material";
8. ☐ "Bond calls, if material";
9. ☐ "Defeasances";
10. ☐ "Release, substitution, or sale of property securing repayment of the securities, if material";
11. ☐ "Rating changes";
12. ☐ "Tender offers";
13. ☐ "Bankruptcy, insolvency, receivership or similar event of the obligated person";
14. ☐ "Merger, consolidation, or acquisition of the obligated person, if material"; and
15. ☐ "Appointment of a successor or additional trustee, or the change of name of a trustee, if material."

_____ Failure to provide annual financial information as required.

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

Name: _____ Title: _____

Employer: Digital Assurance Certification, L.L.C.

390 N. Orange Avenue

Suite 1750

Orlando, FL 32801

407-515-1100

EXHIBIT C-2
VOLUNTARY EVENT DISCLOSURE COVER SHEET

This cover sheet and material event notice should be sent to the Municipal Securities Rulemaking Board or to all Nationally Recognized Municipal Securities Information Repositories, and the State Information Depository, if applicable, pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name:

Issuer's Six-Digit CUSIP Number:

or Nine-Digit CUSIP Number(s) of the bonds to which this material event notice relates:

Number of pages of attached material event notice: _____

_____ Description of Voluntary Event Disclosure (Check One):

1. ☐ "amendment to continuing disclosure undertaking";
2. ☐ "change in obligated person";
3. ☐ "notice to investors pursuant to bond documents";
4. ☐ "certain communications from the Internal Revenue Service";
5. ☐ "secondary market purchases";
6. ☐ "bid for auction rate or other securities";
7. ☐ "capital or other financing plan";
8. ☐ "litigation/enforcement action";
9. ☐ "change of tender agent, remarketing agent, or other on-going party";
10. ☐ "derivative or other similar transaction"; and
11. ☐ "other event-based disclosures."

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

Name: _____ Title: _____

Employer: Digital Assurance Certification, L.L.C.

390 N. Orange Avenue

Suite 1750

Orlando, FL 32801

407-515-1100

EXHIBIT C-3
VOLUNTARY FINANCIAL DISCLOSURE COVER SHEET

This cover sheet and material event notice should be sent to the Municipal Securities Rulemaking Board or to all Nationally Recognized Municipal Securities Information Repositories, and the State Information Depository, if applicable, pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name:

Issuer's Six-Digit CUSIP Number:

or Nine-Digit CUSIP Number(s) of the bonds to which this material event notice relates:

Number of pages of attached material event notice: _____

_____ Description of Voluntary Financial Disclosure (Check One):

1. ☐ "quarterly/monthly financial information";
2. ☐ "change in fiscal year/timing of annual disclosure";
3. ☐ "change in accounting standard";
4. ☐ "interim/additional financial information/operating data";
5. ☐ "budget";
6. ☐ "investment/debt/financial policy";
7. ☐ "information provided to rating agency, credit/liquidity provider or other third party";
8. ☐ "consultant reports"; and
9. ☐ "other financial/operating data."

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

Name: _____ Title: _____

Employer: Digital Assurance Certification, L.L.C.

390 N. Orange Avenue

Suite 1750

Orlando, FL 32801

407-515-1100

EXHIBIT D**FORM OF CONTINUING DISCLOSURE AGREEMENT**

This Disclosure Dissemination Agent Agreement (“Disclosure Agreement”), dated as of _____, is executed and delivered by the City of Columbia, South Carolina (“Issuer”) and Digital Assurance Certification, L.L.C., as exclusive Disclosure Dissemination Agent (“Disclosure Dissemination Agent” or “DAC”) for the benefit of the Holders (defined below) of the Bonds (defined below) and in order to provide certain continuing disclosure with respect to the Bonds in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time (“Rule”).

The services provided under this Disclosure Agreement solely relate to the execution of instructions received from the Issuer through use of the DAC system and do not constitute “advice” within the meaning of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the “Act”). DAC will not provide any advice or recommendation to the Issuer or anyone on the Issuer’s behalf regarding the “issuance of municipal securities” or any “municipal financial product” as defined in the Act and nothing in this Disclosure Agreement shall be interpreted to the contrary.

SECTION 1. Definitions. Capitalized terms not otherwise defined in this Disclosure Agreement shall have the meaning assigned in the Rule or, to the extent not in conflict with the Rule, in the Official Statement (defined below). The capitalized terms shall have the following meanings:

“Annual Report” means an Annual Report described in and consistent with Section 3 of this Disclosure Agreement.

“Annual Filing Date” means the date, set in Sections 2(a) and 2(f), by which the Annual Report is to be filed with the Repositories.

“Annual Financial Information” means annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(a) of this Disclosure Agreement.

“Audited Financial Statements” means the financial statements (if any) of the Issuer for the prior fiscal year, certified by an independent auditor as prepared in accordance with generally accepted accounting principles or otherwise, as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(b) of this Disclosure Agreement.

“Bonds” means the bonds as listed on the attached Exhibit A, with the 9-digit CUSIP numbers relating thereto.

“Certification” means a written certification of compliance signed by the Disclosure Representative stating that the Annual Report, Audited Financial Statements, Voluntary Report, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure delivered to the Disclosure Dissemination Agent is the Annual Report, Audited Financial Statements, Voluntary Report, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure required to be submitted to the Repositories under this Disclosure Agreement. A Certification shall accompany each such document submitted to the Disclosure Dissemination Agent by the Issuer and include the full name of the Bonds and the 9-digit CUSIP numbers for all Bonds to which the document applies.

“Disclosure Representative” means the Chief Financial Officer or his designee, or such other person as the Issuer shall designate in writing to the Disclosure Dissemination Agent from time to time as the person responsible for providing Information to the Disclosure Dissemination Agent.

“Disclosure Dissemination Agent” means Digital Assurance Certification, L.L.C, acting in its capacity as Disclosure Dissemination Agent hereunder, or any successor Disclosure Dissemination Agent designated in writing by the Issuer pursuant to Section 9 hereof.

“Failure to File Event” means the Issuer’s failure to file an Annual Report on or before the Annual Filing Date.

“Force Majeure Event” means: (i) acts of God, war, or terrorist action; (ii) failure or shut-down of the Electronic Municipal Market Access system maintained by the MSRB; or (iii) to the extent beyond the Disclosure Dissemination Agent’s reasonable control, interruptions in telecommunications or utilities services, failure, malfunction or error of any telecommunications, computer or other electrical, mechanical or technological application, service or system, computer virus, interruptions in Internet service or telephone service (including due to a virus, electrical delivery problem or similar occurrence) that affect Internet users generally, or in the local area in which the Disclosure Dissemination Agent or the MSRB is located, or acts of any government, regulatory or any other competent authority the effect of which is to prohibit the Disclosure Dissemination Agent from performance of its obligations under this Disclosure Agreement.

“Holder” means any person (a) having the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries) or (b) treated as the owner of any Bonds for federal income tax purposes.

“Information” means, collectively, the Annual Reports, the Audited Financial Statements (if any), the Notice Event notices, the Failure to File Event notices, the Voluntary Event Disclosures and the Voluntary Financial Disclosures.

“MSRB” means the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934.

“Notice Event” means an event listed in Sections 4(a) of this Disclosure Agreement.

“Official Statement” means that Official Statement prepared by the Issuer in connection with its \$_____ Special Obligation Bonds (Hospitality Fee Pledge), Series _____ as listed on Appendix A.

“Voluntary Event Disclosure” means information of the category specified in any of subsections (e)(vi)(1) through (e)(vi)(11) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(a) of this Disclosure Agreement.

“Voluntary Financial Disclosure” means information of the category specified in any of subsections (e)(vii)(1) through (e)(vii)(9) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(b) of this Disclosure Agreement.

SECTION 2. Provision of Annual Reports.

(a) The Issuer shall provide, annually, an electronic copy of the Annual Report and Certification to the Disclosure Dissemination Agent, together with a copy for the Trustee, not later than 30 days prior to the Annual Filing Date. Promptly upon receipt of an electronic copy of the Annual Report and the Certification, the Disclosure Dissemination Agent shall provide an Annual Report to the MSRB not later than 210 days after the end of each fiscal year of the Issuer, commencing with the fiscal year ending June 30, _____. Such date and each anniversary thereof is the Annual Filing Date. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 3 of this Disclosure Agreement.

(b) If on the fifteenth (15th) day prior to the Annual Filing Date, the Disclosure Dissemination Agent has not received a copy of the Annual Report and Certification, the Disclosure Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the Annual Report pursuant to Section 2(a). Upon such reminder, the Disclosure Representative shall either (i) provide the Disclosure Dissemination Agent with an electronic copy of the Annual Report and the Certification) no later than two (2) business days prior to the Annual Filing Date, or (ii) instruct the Disclosure Dissemination Agent in writing that the Issuer will not be able to file the Annual Report within the time required under this Disclosure Agreement, state the date by which the Annual Report for such year will be provided and instruct the Disclosure Dissemination Agent that a Notice Event as described in Section 4(a)(12) has occurred and to immediately send a notice to the MSRB in substantially the form attached as Exhibit B, accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(c) If the Disclosure Dissemination Agent has not received an Annual Report and Certification by 12:00 noon on the first business day following the Annual Filing Date for the Annual Report, a Notice Event described in Section 4(a)(12) shall have occurred and the Issuer irrevocably directs the Disclosure Dissemination Agent to immediately send a notice to the MSRB in substantially the form attached as Exhibit B, accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(d) If Audited Financial Statements of the Issuer are prepared but not available prior to the Annual Filing Date, the Issuer shall, when the Audited Financial Statements are available, provide in a timely manner an electronic copy to the Disclosure Dissemination Agent, accompanied by a Certificate, together with a copy for the Trustee, for filing with the MSRB.

(e) The Disclosure Dissemination Agent shall:

- (i) verify the filing specifications of the MSRB each year prior to the Annual Filing Date;
- (ii) upon receipt, promptly file each Annual Report received under Sections 2(a) and 2(b) with the MSRB;
- (iii) upon receipt, promptly file each Audited Financial Statement received under Section 2(d) with the MSRB;
- (iv) upon receipt, promptly file the text of each Notice Event received under Sections 4(a) and 4(b)(ii) with the MSRB, identifying the Notice Event as instructed by the Issuer pursuant to Section 4(a) or 4(b)(ii) (being any of the categories set forth below) when filing pursuant to Section 4(c) of this Disclosure Agreement:

1. “Principal and interest payment delinquencies;”
 2. “Non-Payment related defaults, if material;”
 3. “Unscheduled draws on debt service reserves reflecting financial difficulties;”
 4. “Unscheduled draws on credit enhancements reflecting financial difficulties;”
 5. “Substitution of credit or liquidity providers, or their failure to perform;”
 6. “Adverse tax opinions, IRS notices or events affecting the tax status of the security;”
 7. “Modifications to rights of securities holders, if material;”
 8. “Bond calls, if material;”
 9. “Defeasances;”
 10. “Release, substitution, or sale of property securing repayment of the securities, if material;”
 11. “Rating changes;”
 12. “Tender offers;”
 13. “Bankruptcy, insolvency, receivership or similar event of the obligated person;”
 14. “Merger, consolidation, or acquisition of the obligated person, if material;” and
 15. “Appointment of a successor or additional trustee, or the change of name of a trustee, if material;”
- (v) upon receipt (or irrevocable direction pursuant to Section 2(c) of this Disclosure Agreement, as applicable), promptly file a completed copy of Exhibit B to this Disclosure Agreement with the MSRB, identifying the filing as “Failure to provide annual financial information as required” when filing pursuant to Section 2(b)(ii) or Section 2(c) of this Disclosure Agreement;
- (vi) upon receipt, promptly file the text of each Voluntary Event Disclosure received under Section 7(a) with the MSRB, identifying the Voluntary Event Disclosure as instructed by the Issuer pursuant to Section 7(a) (being any of the categories set forth below) when filing pursuant to Section 7(a) of this Disclosure Agreement:
1. “amendment to continuing disclosure undertaking;”
 2. “change in obligated person;”
 3. “notice to investors pursuant to bond documents;”
 4. “certain communications from the Internal Revenue Service;”

5. "secondary market purchases;"
 6. "bid for auction rate or other securities;"
 7. "capital or other financing plan;"
 8. "litigation/enforcement action;"
 9. "change of tender agent, remarketing agent, or other on-going party;"
 10. "derivative or other similar transaction;" and
 11. "other event-based disclosures;"
- (vii) upon receipt, promptly file the text of each Voluntary Financial Disclosure received under Section 7(b) with the MSRB, identifying the Voluntary Financial Disclosure as instructed by the Issuer pursuant to Section 7(b) (being any of the categories set forth below) when filing pursuant to Section 7(b) of this Disclosure Agreement:
1. "quarterly/monthly financial information;"
 2. "change in fiscal year/timing of annual disclosure;"
 3. "change in accounting standard;"
 4. "interim/additional financial information/operating data;"
 5. "budget;"
 6. "investment/debt/financial policy;"
 7. "information provided to rating agency, credit/liquidity provider or other third party;"
 8. "consultant reports;" and
 9. "other financial/operating data."
- (viii) provide the Issuer evidence of the filings of each of the above when made, which shall be by means of the DAC system, for so long as DAC is the Disclosure Dissemination Agent under this Disclosure Agreement.

(f) The Issuer may adjust the Annual Filing Date upon change of its fiscal year by providing written notice of such change and the new Annual Filing Date to the Disclosure Dissemination Agent and the MSRB, provided that the period between the existing Annual Filing Date and new Annual Filing Date shall not exceed one year.

SECTION 3. Content of Annual Reports.

(a) Each Annual Report shall contain Annual Financial Information with respect to the Issuer, including the information provided in the Official Statement as follows:

- (1) The financial statements of the Issuer for the preceding fiscal year prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board (or if not in conformity, to be accompanied by a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information). If the Issuer's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.
- (2) Financial and operating data for each fiscal year which shall consist of the operating data generally consistent with the information contained in the tables in the Official Statement under the caption "_____."

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer, which have been submitted to the MSRB. If the document included by reference is a final official statement, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference.

(b) Audited Financial Statements prepared in accordance with GAAP as described in the Official Statement will be included in the Annual Report.

Any or all of the items listed above may be included by specific reference from other documents, including official statements of debt issues with respect to which the Issuer is an "obligated person" (as defined by the Rule), which have been previously filed with the Securities and Exchange Commission or available on the MSRB Internet Website. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The Issuer will clearly identify each such document so incorporated by reference.

SECTION 4. Reporting of Notice Events.

(a) The occurrence of any of the following events, if material, with respect to the Bonds constitutes a Notice Event:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

7. Modifications to rights of Bond holders, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the Obligated Person;
13. The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.

The Issuer shall, in a timely manner not in excess of ten business days after its occurrence, notify the Disclosure Dissemination Agent in writing of the occurrence of a Notice Event. Such notice shall instruct the Disclosure Dissemination Agent to report the occurrence pursuant to subsection (c) and shall be accompanied by a Certification. Such notice or Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(b) The Disclosure Dissemination Agent is under no obligation to notify the Issuer or the Disclosure Representative of an event that may constitute a Notice Event. In the event the Disclosure Dissemination Agent so notifies the Disclosure Representative, the Disclosure Representative will within two business days of receipt of such notice (but in any event not later than the tenth business day after the occurrence of the Notice Event, if the Issuer determines that a Notice Event has occurred), instruct the Disclosure Dissemination Agent that (i) a Notice Event has not occurred and no filing is to be made or (ii) a Notice Event has occurred and the Disclosure Dissemination Agent is to report the occurrence pursuant to subsection (c) of this Section 4, together with a Certification. Such Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(c) If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in subsection (a) or (b)(ii) of this Section 4 to report the occurrence of a Notice Event, the Disclosure Dissemination Agent shall promptly file a notice of such occurrence with MSRB in accordance with Section 2 (e)(iv) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

SECTION 5. CUSIP Numbers. Whenever providing information to the Disclosure Dissemination Agent, including but not limited to Annual Reports, documents incorporated by reference to the Annual Reports, Audited Financial Statements, Notice Event notices, Failure to File Event notices, Voluntary Event Disclosures and Voluntary Financial Disclosures, the Issuer shall indicate the full name of the Bonds and the 9-digit CUSIP numbers for the Bonds as to which the provided information relates.

SECTION 6. Additional Disclosure Obligations. The Issuer acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Issuer, and that the failure of the Disclosure Dissemination Agent to so advise the Issuer shall not constitute a breach by the Disclosure Dissemination Agent of any of its duties and responsibilities under this Disclosure Agreement. The Issuer acknowledges and understands that the duties of the Disclosure Dissemination Agent relate exclusively to execution of the mechanical tasks of disseminating information as described in this Disclosure Agreement.

SECTION 7. Voluntary Reports.

(a) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Event Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Event Disclosure (which shall be any of the categories set forth in Section 2(e)(vi) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(a) to file a Voluntary Event Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Event Disclosure with the MSRB in accordance with Section 2(e)(vi) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-2.

(b) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Financial Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Financial Disclosure (which shall be any of the categories set forth in Section 2(e)(vii) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(b) to file a Voluntary Financial Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Financial Disclosure with the MSRB in accordance with Section 2(e)(vii) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-2.

(c) The parties hereto acknowledge that the Issuer is not obligated pursuant to the terms of this Disclosure Agreement to file any Voluntary Event Disclosure pursuant to Section 7(a) hereof or any Voluntary Financial Disclosure pursuant to Section 7(b) hereof.

(d) Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information through the Disclosure Dissemination Agent using the means of dissemination set forth in this Disclosure Agreement or including any other information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure, in addition to that required by this Disclosure Agreement. If the Issuer

chooses to include any information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure.

SECTION 8. Termination of Reporting Obligation. The obligations of the Issuer and the Disclosure Dissemination Agent under this Disclosure Agreement shall terminate with respect to the Bonds upon the legal defeasance, prior redemption or payment in full of all of the Bonds, when the Issuer is no longer an obligated person with respect to the Bonds, or upon delivery by the Disclosure Representative to the Disclosure Dissemination Agent of an opinion of nationally recognized bond counsel to the effect that continuing disclosure is no longer required.

SECTION 9. Disclosure Dissemination Agent. The Issuer has appointed Digital Assurance Certification, L.L.C. as exclusive Disclosure Dissemination Agent under this Disclosure Agreement. The Issuer may, upon thirty days written notice to the Disclosure Dissemination Agent and the Trustee, replace or appoint a successor Disclosure Dissemination Agent. Upon termination of DAC's services as Disclosure Dissemination Agent, whether by notice of the Issuer or DAC, the Issuer agrees to appoint a successor Disclosure Dissemination Agent or, alternately, agrees to assume all responsibilities of Disclosure Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Bonds. Notwithstanding any replacement or appointment of a successor, the Issuer shall remain liable until payment in full for any and all sums owed and payable to the Disclosure Dissemination Agent. The Disclosure Dissemination Agent may resign at any time by providing thirty days' prior written notice to the Issuer.

SECTION 10. Remedies in Event of Default. In the event of a failure of the Issuer or the Disclosure Dissemination Agent to comply with any provision of this Disclosure Agreement, the Holders' rights to enforce the provisions of this Agreement shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance of the parties' obligation under this Disclosure Agreement. Any failure by a party to perform in accordance with this Disclosure Agreement shall not constitute a default on the Bonds or under any other document relating to the Bonds, and all rights and remedies shall be limited to those expressly stated in this Disclosure Agreement.

SECTION 11. Duties, Immunities and Liabilities of Disclosure Dissemination Agent.

(a) The Disclosure Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. The Disclosure Dissemination Agent's obligation to deliver the information at the times and with the contents described herein shall be limited to the extent the Issuer has provided such information to the Disclosure Dissemination Agent as required by this Disclosure Agreement. The Disclosure Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Disclosure Dissemination Agent shall have no duty or obligation to review or verify any Information or any other information, disclosures or notices provided to it by the Issuer and shall not be deemed to be acting in any fiduciary capacity for the Issuer, the Holders of the Bonds or any other party. The Disclosure Dissemination Agent shall have no responsibility for the Issuer's failure to report to the Disclosure Dissemination Agent a Notice Event or a duty to determine the materiality thereof. The Disclosure Dissemination Agent shall have no duty to determine, or liability for failing to determine, whether the Issuer has complied with this Disclosure Agreement. The Disclosure Dissemination Agent may conclusively rely upon Certifications of the Issuer at all times.

The obligations of the Issuer under this Section shall survive resignation or removal of the Disclosure Dissemination Agent and defeasance, redemption or payment of the Bonds.

(b) The Disclosure Dissemination Agent may, from time to time, consult with legal counsel (either in-house or external) of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or its respective duties hereunder, and shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel. The reasonable fees and expenses of such counsel shall be payable by the Issuer.

(c) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Agreement shall be provided in an electronic format and accompanied by identifying information as prescribed by the MSRB.

SECTION 12. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Issuer and the Disclosure Dissemination Agent may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to both the Issuer and the Disclosure Dissemination Agent to the effect that such amendment or waiver does not materially impair the interests of Holders of the Bonds and would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule; provided neither the Issuer or the Disclosure Dissemination Agent shall be obligated to agree to any amendment modifying their respective duties or obligations without their consent thereto.

Notwithstanding the preceding paragraph, the Disclosure Dissemination Agent shall have the right to adopt amendments to this Disclosure Agreement necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission from time to time by giving not less than 20 days written notice of the intent to do so together with a copy of the proposed amendment to the Issuer. No such amendment shall become effective if the Issuer shall, within 10 days following the giving of such notice, send a notice to the Disclosure Dissemination Agent in writing that it objects to such amendment.

SECTION 13. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Disclosure Dissemination Agent, the underwriter, and the Holders from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 14. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of South Carolina (other than with respect to conflicts of laws).

SECTION 15. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signature page follows]

The Disclosure Dissemination Agent and the Issuer have caused this Continuing Disclosure Agreement to be executed, on the date first written above, by their respective officers duly authorized.

DIGITAL ASSURANCE CERTIFICATION, L.L.C.,
as Disclosure Dissemination Agent

By: _____
Name: _____
Title: _____

CITY OF COLUMBIA, SOUTH CAROLINA, as Issuer

By: _____
Name: _____
Title: _____

EXHIBIT A
NAME AND CUSIP NUMBERS OF BONDS

Name of Issuer	City of Columbia, South Carolina
Obligated Person(s)	same
Name of Bond Issue:	\$_____ Special Obligation Bonds (Hospitality Fee Pledge), Series _____
Date of Issuance:	_____, ____
Date of Official Statement	_____, ____
CUSIP Number:	_____

EXHIBIT B
NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer City of Columbia, South Carolina
 Obligated Person(s) same
 Name of Bond Issue: \$_____ Special Obligation Bonds (Hospitality Fee Pledge),
 Series _____
 Date of Issuance: _____, ____
 Date of Official Statement _____, ____

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by the Disclosure Agreement, dated as of _____, between the Issuer and Digital Assurance Certification, L.L.C., as Disclosure Dissemination Agent. The Issuer has notified the Disclosure Dissemination Agent that it anticipates that the Annual Report will be filed by: _____.

Dated: _____

DIGITAL ASSURANCE CERTIFICATION, L.L.C.,
 as Disclosure Dissemination Agent,
 on behalf of the Issuer

By: _____
 Name: _____
 Title: _____

cc: Issuer
 Obligated Person

EXHIBIT C-1 EVENT NOTICE COVER SHEET

This cover sheet and material event notice should be sent to the Municipal Securities Rulemaking Board or to all Nationally Recognized Municipal Securities Information Repositories, and the State Information Depository, if applicable, pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name:

Issuer's Six-Digit CUSIP Number:

or Nine-Digit CUSIP Number(s) of the bonds to which this material event notice relates:

Number of pages of attached material event notice: _____

_____ Description of Notice Events (Check One):

1. ☐ "Principal and interest payment delinquencies;"
2. ☐ "Non-Payment related defaults, if material;"
3. ☐ "Unscheduled draws on debt service reserves reflecting financial difficulties;"
4. ☐ "Unscheduled draws on credit enhancements reflecting financial difficulties;"
5. ☐ "Substitution of credit or liquidity providers, or their failure to perform;"
6. ☐ "Adverse tax opinions, IRS notices or events affecting the tax status of the security;"
7. ☐ "Modifications to rights of securities holders, if material;"
8. ☐ "Bond calls, if material;"
9. ☐ "Defeasances;"
10. ☐ "Release, substitution, or sale of property securing repayment of the securities, if material;"
11. ☐ "Rating changes;"
12. ☐ "Tender offers;"
13. ☐ "Bankruptcy, insolvency, receivership or similar event of the obligated person;"
14. ☐ "Merger, consolidation, or acquisition of the obligated person, if material;" and
15. ☐ "Appointment of a successor or additional trustee, or the change of name of a trustee, if material."

_____ Failure to provide annual financial information as required.

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

Name: _____ Title: _____

Employer: Digital Assurance Certification, L.L.C.

390 N. Orange Avenue

Suite 1750

Orlando, FL 32801

407-515-1100

**EXHIBIT C-1
VOLUNTARY EVENT DISCLOSURE COVER SHEET**

This cover sheet and material event notice should be sent to the Municipal Securities Rulemaking Board or to all Nationally Recognized Municipal Securities Information Repositories, and the State Information Depository, if applicable, pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name:

Issuer's Six-Digit CUSIP Number:

or Nine-Digit CUSIP Number(s) of the bonds to which this material event notice relates:

Number of pages of attached material event notice: _____

_____ Description of Voluntary Event Disclosure (Check One):

1. _____ "amendment to continuing disclosure undertaking;"
2. _____ "change in obligated person;"
3. _____ "notice to investors pursuant to bond documents;"
4. _____ "certain communications from the Internal Revenue Service;"
5. _____ "secondary market purchases;"
6. _____ "bid for auction rate or other securities;"
7. _____ "capital or other financing plan;"
8. _____ "litigation/enforcement action;"
9. _____ "change of tender agent, remarketing agent, or other on-going party;"
10. _____ "derivative or other similar transaction;" and
11. _____ "other event-based disclosures."

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

Name: _____ Title: _____

Employer: Digital Assurance Certification, L.L.C.

390 N. Orange Avenue
Suite 1750
Orlando, FL 32801
407-515-1100

**EXHIBIT C-1
VOLUNTARY FINANCIAL DISCLOSURE COVER SHEET**

This cover sheet and material event notice should be sent to the Municipal Securities Rulemaking Board or to all Nationally Recognized Municipal Securities Information Repositories, and the State Information Depository, if applicable, pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name:

Issuer's Six-Digit CUSIP Number:

or Nine-Digit CUSIP Number(s) of the bonds to which this material event notice relates:

Number of pages of attached material event notice: _____

_____ Description of Voluntary Financial Disclosure (Check One):

1. ☐ "quarterly/monthly financial information;"
2. ☐ "change in fiscal year/timing of annual disclosure;"
3. ☐ "change in accounting standard;"
4. ☐ "interim/additional financial information/operating data;"
5. ☐ "budget;"
6. ☐ "investment/debt/financial policy;"
7. ☐ "information provided to rating agency, credit/liquidity provider or other third party;"
8. ☐ "consultant reports;" and
9. ☐ "other financial/operating data."

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

Name: _____ Title: _____

Employer: Digital Assurance Certification, L.L.C.

390 N. Orange Avenue
Suite 1750
Orlando, FL 32801
407-515-1100

Comparison Details	
Title	pdfDocs compareDocs Comparison Results
Date & Time	6/18/2014 6:20:27 PM
Comparison Time	10.92 seconds
compareDocs version	v4.0.3.1

Sources	
Original Document	[#312235] [v6] Second Supplemental Ordinance - 2014 City of Columbia - Special Obligation Bonds (Hospitality)
Modified Document	[#312235] [v7] Second Supplemental Ordinance - 2014 City of Columbia - Special Obligation Bonds (Hospitality)

Comparison Statistics	
Insertions	6
Deletions	3
Changes	3
Moves	0
TOTAL CHANGES	12

Word Rendering Set Markup Options	
Name	Standard
<u>Insertions</u>	
Deletions	
<u>Moves</u> / Moves	
Inserted cells	
Deleted cells	
Merged cells	
Formatting	Color only.
Changed lines	Mark left border.
Comments color	By Author.
Balloons	False

compareDocs Settings Used	Category	Option Selected
Open Comparison Report after Saving	General	Always
Report Type	Word	Formatting
Character Level	Word	False
Include Headers / Footers	Word	True
Include Footnotes / Endnotes	Word	True
Include List Numbers	Word	True
Include Tables	Word	True
Include Field Codes	Word	True
Include Moves	Word	True
Show Track Changes Toolbar	Word	False
Show Reviewing Pane	Word	False
Update Automatic Links at Open	Word	False
Summary Report	Word	End
Include Change Detail Report	Word	Separate
Document View	Word	Print
Remove Personal Information	Word	False
Flatten Field Codes	Word	True



CITY OF COLUMBIA
AGENDA MEMORANDUM

MEETING DATE: July 15, 2014

DEPARTMENT: Legal

FROM: *Shari Ardis, Legal Administrator*

SUBJECT: **ORDINANCE NO.: 2014-077 Authorizing the City Manager to execute an Agreement between the City of Columbia and Multicon Development Company for the Devine Street Parking Garage**

FINANCIAL IMPACT: n/a

ATTACHMENTS:

- 2014-077 Multicon Agreement - Devine Street Parking Garage (PDF)

ORDINANCE NO.: 2014-077

Authorizing the City Manager to execute an Agreement between the City of Columbia and Multicon Development Company for the Devine Street Parking Garage
and authorizing the City manager to exeute Party Wall Agreements and Easements for Public Pedestrian, Bicycle and Emergency Vehicle Access as Contemplated in the Agreement

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2014, that the City Manager is hereby authorized to execute the attached Agreement, or on a form approved by the City Attorney, between the City of Columbia and Multicon Development Company for the Devine Street Parking Garage to be constructed on a 0.69 acre parcel (30,063.48 square feet), more or less, located on the northwestern corner of Devine Street and Wayne Street, known as Richland County TMS #08914-02-01, as shown on a plat prepared for Compress Holding Company, LLC by City of Columbia Department of Utilities and Engineering, dated April 10, 2013, CF #251-91; and,

BE IT FURTHER ORDAINED that the City Manager is authorized to execute such party wall agreements and easements as are contemplated in the Agreement including those allowing for public pedestrian, bicycle and emergency vehicle access, on a form or forms to be approved by the City Attorney.

Requested by:

Assistant City Manager Gentry _____

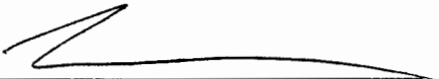
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



City Attorney

City Clerk

Introduced: 6/24/2014

Final Reading:

6/19/14

AGREEMENT

Agreement made as of the ____ day of _____, 2014, between CITY OF COLUMBIA ("City") and MULTICON DEVELOPMENT COMPANY ("Developer").

1. **Definitions.** As used herein the following terms shall have the following meanings:

- a. Architect - Lupton Rausch Architects.
- b. Development Agreement - The development services agreement between Developer and City to be prepared pursuant to paragraph 8.
- c. General Contractor - Elford, Inc.
- d. Parcel 1 - A parcel of land on Devine Street, Columbia, SC containing approximately 0.69 acre and being shown or described on the attached **Exhibit "A"**.
- e. Parcel 1 Garage - A parking garage to be constructed on Parcel 1 and above Parcel 2A attaching to the southern wall of the Parcel 2 Garage.
- f. Parcel 1 Public Easement - A perpetual easement for public pedestrian and bicycle access and for fire truck and other emergency vehicle access along the eastern boundary of Parcel 1 from Parcel 2 to Devine Street, being wide enough to allow fire truck and other emergency vehicle access and in no event less than twenty feet (20') in width.
- g. Parcel 2 - A parcel of land in Columbia, SC bounded by Pulaski Street on the west, Greene Street on the north, a railroad right-of-way on the east, and Parcel 1 and other property on the south, and being shown on the attached **Exhibit "B"**.
- h. Parcel 2 Garage - A parking garage to be constructed on a portion of Parcel 2 as generally shown on **Exhibit "B"**.
- i. Parcel 2 Public Easement - A perpetual easement for public pedestrian and bicycle access and for fire truck and other emergency vehicle access along the eastern boundary of Parcel 2 (including Parcel 2A), being wide enough to allow fire truck and other emergency vehicle access and in no event less than twenty feet (20') in width.
- j. Parcel 2A - A portion of Parcel 2 which is a strip of land approximately forty feet (40') wide contiguous to the northern boundary of Parcel 1 and bounded on the north by the southern edge of the Parcel 2 Garage as generally shown on **Exhibit "B"**.
- k. Parcel 2A Easements - Perpetual easements for the benefit of Parcel 2 as follows: (i) vehicular and pedestrian ingress and egress over and across Parcel 2A to and from

the Parcel 2 Garage; (ii) access to the southern wall of the Parcel 2 Garage for repair and maintenance; (iii) access to any landscaped areas within Parcel 2A for maintenance and replacement; (iv) encroachment of underground footings and any related support structures, anchors or the like for the Parcel 2 Garage; and (v) access to Parcel 2A for construction, maintenance, repair, and replacement of the paved drive.

2. Developer owns or shall acquire and/or control Parcel 2 and City owns or shall acquire Parcel 1. Developer has designed the Parcel 2 Parking Garage in connection with the intended development of a student housing on Parcel 2. City desires to construct a separate garage on Parcel 1 but needs to extend its proposed parking garage over Parcel 2A at the second floor level and above in order to make its proposed parking garage feasible (such extension is herein sometimes called the “City’s Parcel 2A Parking Garage”). Developer has agreed to convey Parcel 2A to the City provided that, among other things: (i) the conveyance shall be made with limited warranty covenants and it shall reserve for the benefit of Developer and its successors in title to Parcel 2 the perpetual easements as described herein and otherwise satisfactory to Developer for ingress/egress, support and utilities; (ii) the conveyance shall include restrictions that shall prohibit the City and its successors in title to Parcel 2A from permitting any underground construction with respect to Parcel 2A that would in any way impair the structural integrity of the Parcel 2 Parking Garage; (iii) the City and Developer enter into a party wall agreement on terms satisfactory to Developer providing for the maintenance and repair of the common wall that will exist between the Parcel 1 Garage and the Parcel 2 Garage and providing for the maintenance and repair of and City’s Parcel 2A Parking Garage; (iv) the Developer is retained by the City to act as developer of the Parcel 1 Garage on terms satisfactory to Developer and in connection therewith is authorized by the City to use the same architect and general contractor that the Developer intends to use for the Parcel 2 Garage with respect to its undertakings related to the Parcel 1 Garage; and (v) the Developer is reimbursed by the City for any and all additional costs incurred by the Developer in the development of the Parcel 2 Parking Garage arising as a result of the construction, installation and attachment of the City’s Parcel 2A Parking Garage to the Parcel 2 Garage including the necessary redesign of the same (and to such end the parties agree that such costs shall include a reasonable allocation of overhead) and the costs related to entering into the agreements required to provide for the same.

3. As soon as practical after the execution and full approval by the City of this Agreement the Developer shall cause the Parcel 2 Garage to be redesigned to accommodate the attachment of the Parcel 1 Garage to its southern wall. All of the additional costs incurred by the Developer with respect to the redesign of the Parcel 2 Garage and any additional construction costs that otherwise would not have been incurred but for the attachment of the Parcel 1 Garage to the Parcel 2 Garage shall, subject to reasonable review and approval by City, be paid for by the City.

4. Developer shall enter into a party wall agreement with City and, if necessary, grant air rights easements to City to allow the Parcel 1 Garage to be attached to the Parcel 2 Garage. The party wall agreement and easements described herein shall be in commercially reasonable form with terms satisfactory to Developer, but at a minimum shall include the following:

Party Wall Agreement	Except for the pavement and underlying road bed on the ground floor drive through portion of Parcel 2A which shall be repaired and maintained by Developer at its costs, all required maintenance and repair of the City's Parcel 2A Parking Garage shall be at the sole cost and expense of the City, including the anchoring of the same into the Parcel 2 Parking Garage.
	The absolute right of the Developer to undertake any repairs or maintenance not promptly undertaken and completed by the City at the City's expense plus an administration fee of 15% of the cost of the same
Parcel 2A Easements	Must be fully insurable for title purposes as an appurtenant easement to Parcel 2
	Must provide that once the Parcel 2 Parking Garage is operational that access cannot be obstructed at any time specifically including during the construction of the Parcel 1 Parking Garage, even if the same results in additional costs related to the construction (such as overtime to complete the same to a level that would permit access prior to the Parcel 2 Parking Garage becoming operational)

5. The two garages, when constructed, shall be separate structures and shall be operated independently. The Parcel 1 Garage shall be designed in such a manner that it shall not cause the Parcel 2 Garage to be deemed a "closed" garage.

6. Developer shall convey Parcel 2A to City in fee simple reserving, however, the Parcel 2A Easements. The conveyance shall be free of lien and any encumbrance inconsistent with the intended use of Parcel 2A.

7. Developer shall dedicate the Parcel 2 Public Easement and City shall dedicate the Parcel 1 Public Easement. Developer, at its expense, shall construct and maintain public pedestrian and emergency vehicle access ways on and within the Parcel 2 Public Easement and the Parcel 1 Public Easement. This obligation to construct and maintain shall burden Developer and its successors in title to Parcel 2.

8. Developer and City shall enter into the Development Agreement which shall be in commercially reasonable form with terms acceptable to Developer and shall include the following:

a. City shall at all times act promptly in all undertakings and shall not do anything that will delay the completion of the Parcel 2 Garage.

b. All risk of loss related to the Parcel 1 Garage shall rest with City, that shall be solely responsible for insurance and other casualty related risks.

c. City shall coordinate geotechnical and civil engineering work.

d. Developer shall coordinate and enter into contracts with Architect and General Contractor and for any engineering other than civil. All contracts shall be subject to reasonable and timely approval by City.

e. Developer shall use its best efforts to cost engineer and otherwise control costs in behalf of City, but makes no warranty as to the same.

f. Developer shall not charge a development fee, but shall be entitled to reimbursement for all out-of-pocket expenses incurred by Developer in connection with the Parcel 1 Garage and that would not have been otherwise incurred plus a reasonable fee to cover its overhead (but not profit).

g. Except as set forth in the next sentence City shall have final approval of design and costs. Developer shall have approval rights in addition to City as to any element of the City's Parcel 2A Parking Garage.

h. City shall timely and promptly pay construction costs in accordance with the terms of the construction, architectural, and other contracts approved by City.

i. Developer does not warrant any of the work on the project as undertaken by the Subcontractors and professional service providers; Developer will pass through all warranties received by Subcontractors and professional service providers to City.

9. This Agreement and all terms, provisions, and covenants contained herein shall apply to, be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns, including their respective successor in title to the parcels.

10. Any notices, requests, or other communications required or permitted to be given hereunder shall be in writing and shall be either (i) delivered by hand, (ii) mailed by United States certified mail, return receipt requested, postage prepaid, (iii) sent by a reputable, national overnight delivery service (*e.g.*, FedEx, UPS, etc.), or (iv) sent by facsimile or email (with the original being sent by one of the other permitted means or by regular United States mail) and addressed to each party at the applicable address set forth beside the signature of each party or elsewhere herein. Any such notice, request, or other communication shall be considered given or

delivered, as the case may be, on the date of hand delivery (if delivered by hand), on the day following deposit in the United States mail (if sent by United States certified mail), on the next business day following deposit with an overnight delivery service with instructions to deliver on the next day or on the next business day (if sent by overnight delivery service), or on the day sent by facsimile or email (if sent by facsimile or email, provided the original is sent by one of the other permitted means as provided in this paragraph or by regular United States mail). However, the time period within which a response to any notice or request must be given, if any, shall commence to run from the date of actual receipt of such notice, request, or other communication by the addressee thereof. Rejection or other refusal to accept or inability to deliver because of a changed address of which no notice was given shall be deemed to be receipt of the notice, request, or other communication. By giving a least five (5) days prior written notice thereof, any party hereto may, from time to time and at any time, change its mailing address hereunder.

11. This Agreement constitutes the entire agreement between the parties and no changes shall be effective unless in writing signed by the party adversely affected.

Signed, sealed, and delivered as of the date first above set forth.

Address:

CITY OF COLUMBIA

By: _____(SEAL)

Print Name: _____

Title: _____

Telephone: _____

Telecopy: _____

Email: _____

MULTICON DEVELOPMENT COMPANY

By: _____(SEAL)

Print Name: _____

Title: _____

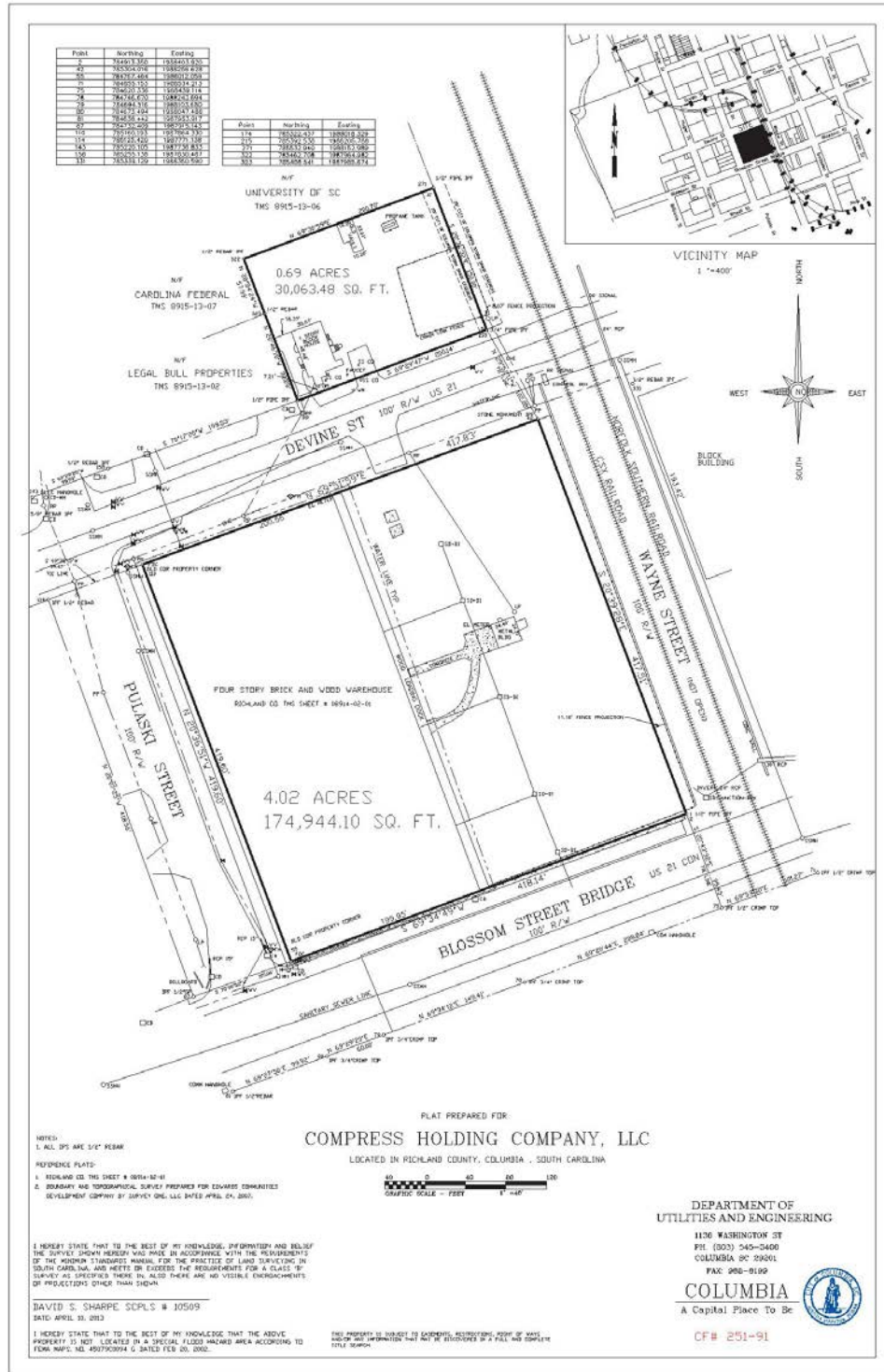
Telephone: _____

Telecopy: _____

Email: _____

EXHIBIT "A"

Parcel 1



Parcel 2





CITY OF COLUMBIA
AGENDA MEMORANDUM

MEETING DATE: July 15, 2014

DEPARTMENT: Legal

FROM: *Shari Ardis, Legal Administrator*

SUBJECT: **ORDINANCE NO.: 2014-079 Granting an encroachment to Kenzil F. Summey and Alison Renee Lee for placement and maintenance of a steel Palmetto tree with concrete foundation within the sidewalk right of way area of the northern side of the 500 block of Lady Street adjacent to 1313 Pulaski Street, Richland County TMS #08912-04-01**

FINANCIAL IMPACT: N/A

ATTACHMENTS:

- 2014-079 encroach Kenzil F Summery & Alison Renee Lee - steel Palmetto tree 500 blk Lady (PDF)

ORDINANCE NO.: 2014-079

Granting an encroachment to Kenzil F. Summey and Alison Renee Lee for placement and maintenance of a steel Palmetto tree with concrete foundation within the sidewalk right of way area of the northern side of the 500 block of Lady Street adjacent to 1313 Pulaski Street, Richland County TMS #08912-04-01

WHEREAS, Kenzil F. Summey and Alison Renee Lee (hereinafter "Grantees") desires to utilize a portion of the sidewalk right of way area of the northern side of the 500 block of Lady Street adjacent to 1313 Pulaski Street, Richland County TMS #08912-04-01, for installation and maintenance of a steel Palmetto tree approximately nine (9') feet six (6") inches in height with a concrete base approximately four (4') feet six (6") inches in diameter and a metal protective barrier approximately four (4') feet six (6") inches in diameter and three (3') feet in height, as shown on the attached drawing; and,

WHEREAS, it appears that the encroachment will not interfere with the use of the sidewalk 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 _____, 2014 that Grantees, its successors and assigns is hereby granted the right to utilize a portion of the sidewalk right of way area of the northern side of the 500 block of Lady Street adjacent to 1313 Pulaski Street, Richland County TMS #08912-04-01, for installation and maintenance of a steel Palmetto tree approximately nine (9') feet six (6") inches in height with a concrete base approximately four (4') feet six (6") inches in diameter and a metal protective barrier approximately four (4') feet six (6") inches in diameter and three (3') feet in height, as shown on the attached drawing.

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

PROVIDED, HOWEVER, that in exercising the privileges granted under this ordinance, Grantee, his successors and assigns, will indemnify and save harmless the City from any and all claims or causes of action which may arise by reason of the construction or maintenance of the aforesaid encroachment.

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.

LEGAL DEPARTMENT DRAFT

2. Sculpture and foundation are to be maintained by property owner.
3. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle.
4. Business advertising of any type on the sculpture or foundation is prohibited.
5. All sharp or jagged edges shall be ground smooth and turned toward the inside center of the sculpture.
6. Grantee is responsible for all costs and repair of the improvements within the right of way should the City have to dig in the area or remove any part thereof for maintenance to City water and or sewer lines.

PROVIDED FURTHER that the privilege granted hereby may be modified or terminated by Columbia City Council at any time without notice to the Grantee, his successors and assigns.

PROVIDED FURTHER that a certificate of insurance be issued as evidence of general liability insurance with at least the minimum amount of \$600,000.00 for personal injury and property damage and naming the City as an insured, be provided to and filed annually with the City Clerk by Grantee, his successors and assigns, as required by Chapter 11, Licenses, Permits, Business Regulations, Article III, Contractors, Sec. 11-71, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER ORDAINED that Grantee, in consideration of the above privilege, shall at his expense provide for protection and relocation of all utilities that might be within this area to the satisfaction of the City Manager.

Requested by:

Kenzil F. Summery and Alison Renee Lee

MAYOR

Approved by:

City Manager

Approved as to form:

ATTEST:



City Attorney

City Clerk

Introduced:

Final Reading:

**CITY COUNCIL
ENCROACHMENT SUMMARY
2014-079**



**MIDBLOCK MEDIAN NORTH SIDE
500 BLOCK OF LADY STREET
PALMETTO STEEL TREE**

Subject Property:	Right-of-way midblock 500 block of Lady Street, TMS#08912-04-01
Council District:	2
Proposal:	The applicant is requesting an encroachment for installation and maintenance of a steel palmetto tree
Applicant:	Kenzil F. Summey and Alison Renee Lee
Staff Recommendation:	Approval with conditions.

Detail:	The applicant is requesting an encroachment for installation and maintenance of a steel palmetto tree approximately nine and one-half (9' 6") feet in height with a concrete base approximately four and one-half (4' 6") feet in diameter and six (6") inches in height and protective barrier approximately four and one-half (4' 6") feet in diameter and three (3') feet in height. 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. Sculpture and foundation are to be maintained by property owner. 3. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle. 4. Business advertising of any type on the sculpture or foundation is prohibited. 5. All sharp or jagged edges shall be ground smooth and turned toward the inside center of the sculpture. 6. Grantee is responsible for all costs and repair of the improvements within the right of way should the City have to dig in the area or remove any part thereof for maintenance to City water and or sewer lines.
----------------	--

CITY AGENCY COMMENTS FOR ENCROACHMENT

Planning & Development Services	Recommend approval.
Streets	Recommend approval.
Utilities and Engineering	Recommend approval.
Traffic Engineering	Recommend approval.
Forestry	Recommend approval.
Land Development	Recommend approval.
Fire	Recommend approval.

REQUEST FOR AN ENCROACHMENT ORDINANCE

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. An encroachment must comply with all existing City codes, rules and regulations, the Americans with Disabilities Act, if applicable, and is 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 homeowners' 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.

Please complete and submit this form along with any attachment(s) to Shari Ardis by e-mail at slardis@columbiasc.net ; fax at 803-737-4250; or mail to Shari Ardis, Legal Department, 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 and not through the Legal Department. Chip Timmons with Risk Management (733-8306 or catimmons@columbiasc.net) should be contacted regarding the insurance requirements.

Date: _____ Property Owner: Kenzil F. Summey and Alison Renee Lee

Applicant's Name if different from Property Owner: _____

Contact Information: Telephone Number: 803-253-6233 home Fax Number: _____

Mailing address: 530 Lady St. Unit 302 Columbia SC E-mail address: asummey@sc.rr.com

Encroachment Location (Address): 500 block Lady St.

(If corner lot, include name and block number of side street, i.e., 1737 Main Street and 1100 block of Laurel Street)

Tax Map Number for Encroachment Location: _____

Encroachment type: ☐ Wall ☐ Fence ☐ Columns ☐ Steps ☐ Irrigation System ☐ Landscaping ☐ Driveway ☐ Pavers ☐ Walkway/Side walk ☐ Underground Utilities ☒ other

If Other - specify: Steel Palmetto Tree on City Right of Way

Dimensions (height/width/length): concrete base round 4.5 feet wide 6 inches thick, tree - 9 ft tall, widest part at top of tree is 4 ft.

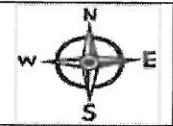
(i.e., 6'x42' wooden privacy fence; two 12"x4' concrete step; two 12"x12" x24" brick columns; 4'x15' brick paver walkway)

Construction material: concrete base - 9 1/2 foot steel - Palmetto tree

Please provide photographs and drawing or site plan drawn to scale - no larger than 8-1/2 x 11.

☐ Church Directional Signs (Must provide picture or drawing of proposed signs that reflect dimensions)

Location(s) signs are to be placed (i.e. Northeast corner of Main Street) _____



Businesses only: ☐ Outdoor dining No. of chairs: _____ No. of Tables _____

Hours of operation for outdoor dining: _____

Number of planters: _____ Awning: _____ (dimensions - size/material) _____

Other: _____ (or complete applicable "Encroachment type" section above)

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

Krista Hampton
Johnathan Chambers
Nancy Lee Trihey
John Fellows
Brian Cook
Jerry Thompson
Fanessa Pinckney
Amy Moore
Joey Jaco
Dana Higgins
Robert Anderson
Robert Sweat
David Brewer
Sara Hollar
John Hooks
Fred Delk
Chip Timmons
George Adams
Gerald Koon
John David Spade

DEPARTMENT

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

PHONE

803-545-3420
803-545-3333
803-545-3222
803-545-3222
803-545-3332
803-545-3420
803-545-3420
803-545-3222
803-545-3400
803-545-3372
803-545-3780
803-545-3790
803-545-3850
803-545-3860
803-545-3800
803-988-8040
803-733-8306
803-545-3701
803-545-3701
803-545-3070

FAX

803-733-8647
803-343-8779
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803-733-8648
803-733-8648
803-988-8039
803-733-8245
803-401-8839
803-401-8839
803-733-8523

E-MAIL

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jlthompson@columbiasc.net
fcpinckney@columbiasc.net
aemoore@columbiasc.net
jdjaco@columbiasc.net
drhiggins@columbiasc.net
raanderson@columbiasc.net
rgsweatt@columbiasc.net
ddb Brewer@columbiasc.net
sehollar@columbiasc.net
jphooks@columbiasc.net
cdc@columbiasc.net
catimmons@columbiasc.net
cfdgadams@columbiasc.net
cfdgkoon@columbiasc.net
spade@columbiasc.net

City of Columbia

Lady Street Palmetto Tree



Tuesday, July 01, 2014



CITY OF COLUMBIA GIS DATA DISCLAIMER

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Proposed Location

Attachment: 2014-079 encroachment Kenzil F Summery & Alison Renee Lee - steel Palmetto tree 500 blk Lady

A Project of The Cultural Council
of Richland and Lexington Counties
Chernoff/Silver & Associates
In collaboration with the City of Columbia,
Richland County and Lexington County
Present

"Let Me See"

by Sandra G. Hilton

Sponsored by First Citizens Bank

provided by Chatham Steel & Samuel Tenenb







CITY OF COLUMBIA
AGENDA MEMORANDUM

MEETING DATE: July 15, 2014

DEPARTMENT: Legal

FROM: *Shari Ardis, Legal Administrator*

SUBJECT: **RESOLUTION NO.: R-2014-062 Authorizing tastings only of locally produced wine and beer only provided by market vendors and operation of the North Columbia Business Association Farmers Market, an open-air market featuring farmers and food on Thursdays from May 1, 2014 to November 27, 2014 in the vacant parcel located at the 2800 block of North Main Street and Newman Street excluding the sidewalk areas, without closing North Main Street, Newman Street, Drayton Street or Anthony Avenue, and authorizing City staff to require vendors to remove items City staff deems not to be in compliance**

FINANCIAL IMPACT: N/A

ATTACHMENTS:

- R-2014-062 North Columbia Business Association Farmers Market (PDF)

RESOLUTION NO.: R-2014-062

Authorizing tastings only of locally produced wine and beer only provided by market vendors and operation of the North Columbia Business Association Farmers Market, an open-air market featuring farmers and food on Thursdays from May 1, 2014 to November 27, 2014 in the vacant parcel located at the 2800 block of North Main Street and Newman Street excluding the sidewalk areas, without closing North Main Street, Newman Street, Drayton Street or Anthony Avenue, and authorizing City staff to require vendors to remove items City staff deems not to be in compliance

WHEREAS, North Columbia Business Association ("Organizer") is organizing an open air market to be held in the vacant parcel located at the 2800 block of North Main Street and Newman Street, excluding the sidewalk areas, and without closing North Main Street, Newman Street, Drayton Street or Anthony Avenue, on Thursdays from May 1, 2014 to November 27, 2014; and,

WHEREAS, Organizer has requested permission for the temporary closing and use of the in the vacant parcel located at the 2800 block of North Main Street and Newman Street from 1:00 p.m. and 8:00 p.m. for set up, clean up, and staging of the event to be held in in the vacant parcel located at the 2800 block of North Main Street and Newman Street only from 2:00 p.m. until 7:00 p.m. or dusk, whichever comes first, on Thursdays from May 1, 2014 through November 27, 2014, for patrons to taste locally produced wine and beer beverages only provided by market vendors at the event during the operating hours of 2:00 p.m. until 7:00 p.m. or dusk, whichever comes first; and for crowd control and overflow; and,

WHEREAS, the City of Columbia has the right, in its sole and exclusive discretion, to require a vendor to remove any items that City staff deems not to be in compliance with its resolution; and,

WHEREAS, the City of Columbia ("City") has agreed to sponsor the said event; and,

WHEREAS, Organizer shall:

1. Bear all costs associated with all market events, including police officers on duty from 1:30 p.m. to 8 p.m. and a fire marshal as required by the City of Columbia Fire Department, and will not seek any financial assistance from the City of Columbia.
2. Be responsible for vendors' tents and tables. All equipment shall be set up in the vacant parcel located at the 2800 block of North Main Street and Newman Street. Tents and tent tie down materials and food trucks are prohibited on the sidewalk areas. All vendor activities shall be in compliance with applicable fire codes. Vendor tents and food trucks shall be placed and installed in compliance with fire codes. The number of vendor tents and food trucks allowed in the event area shall be limited by and in compliance with fire codes.
3. Provide a certificate of insurance 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, 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;
4. Vendors must have current permits, licenses and certifications required by local, state and/or federal laws and regulations, including but not limited to those permits, licenses and certifications described in Exhibit "A" attached hereto and incorporated herein;
5. Vendors must comply with the South Carolina Department of Agriculture's Food Safety and Compliance Guidelines, a copy of which is attached hereto and incorporated herein as Exhibit "B";
6. Insure that all items sold are LOCALLY grown, produced, processed and crafted within one hundred (100) miles of Columbia, South Carolina. Special exceptions will be made on products not available within one hundred (100) miles of Columbia, South Carolina, i.e. fresh coastal seafood, citrus, coffee, out-of-season and exotic produce, etc.
7. Insure vendors offering tastings of locally produced wines and beers have obtained all necessary permits and/or licenses which are required by SCDOR for wine and beer tastings.
8. Adopt appropriate Rules and Regulations for the conduct and control of the market.
9. Require all vendors to execute an indemnification and hold harmless agreement in favor of the City of Columbia prior to their participation in the event, a copy of which is attached hereto and incorporated herein as Exhibit "C".

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this ____ day of _____, 2014, that tastings of locally produced wine and beer only provided by market vendors is authorized at the event between the hours of 2:00 p.m. until 7:00 p.m. or dusk, whichever comes first; and,

BE IT FURTHER RESOLVED the City of Columbia has the right, in its sole and exclusive discretion, to require a vendor to remove any items that City staff deems not to be in compliance with this resolution; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages within either event area location is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages within either event area location are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the clean-up and recycling of all trash and debris within either event area location and shall place same in the roll carts provided by the City. Any overflow of trash, debris and/or recyclables shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash, debris and/or recyclables are well contained. Roll carts and bagged trash and debris, as well as recyclables, shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the event area, any costs incurred by the City in removing loose trash, debris and/or recyclables within either event area location, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that all vendors be restricted to a stationary location; and,

BE IT FURTHER RESOLVED that food trucks within the vacant parcel located at the 2800 block of North Main Street and Newman Street, shall be limited to three (3) trucks and restricted to a stationary location; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within either event area location. All other traffic, including but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, is prohibited, except for such times as the Organizer permits loading before the event and unloading after the closing of the event. Canines and felines are allowed, provided that current leash laws are observed as are set out in the 1998 Code of Ordinances of the City of Columbia, as amended. Coolers, glass bottles, breakable glasses and/or cups and backpacks shall be prohibited. Shopping bags shall be allowed; and,

BE IT FURTHER RESOLVED that during the designated time the closed portion of the vacant parcel located at the 2800 block of North Main Street and Newman Street, with the exception of the parking areas, adjacent off-street parking areas and other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, the vacant parcel located at the 2800 block of North Main Street and Newman Street, with the exception of the parking areas, adjacent off-street parking areas and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which the tasting only of locally produced wine and beer beverages only provided by market vendors may be consumed and the prohibition against possession or consumption of wine and beer beverages only set forth in Sec. 14-99 shall not apply. Possession and tastings only of locally produced wine and beer beverages only which are provided by market vendors only shall be permitted only in plastic cups provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

Requested by:

North Columbia Business Association

Approved by:

City Manager

Approved as to form:

City Attorney

Introduced:

Final Reading:

Mayor

ATTEST:

City Clerk

EXHIBIT "A"

A. Vendors must be licensed to conduct business in the State of South Carolina. The State requires all vendors (including resellers), with the exception of farmers, to secure a South Carolina retail license and post it at their booth each week for the entire event.

B. Vendors must have a current City of Columbia business license and are to be responsible for the collection and remittance of hospitality taxes to the City of Columbia.

C. Vendors are responsible for their own taxes (including sales tax), necessary permits, inspections (food, agricultural & nursery plants), and license liabilities.

D. All vendors planning to sell any food product see the South Carolina Department of Agriculture's Food Safety and Compliance Guidelines, a copy of which is attached hereto as Exhibit "B" and incorporated herein.

E. The state of South Carolina **does not allow any food items for public sale to be manufactured in a home kitchen, except for those food items being sold pursuant to and in compliance with the South Carolina Cottage Food Bill.** Any process where exposed food is mixed, repacked, packaged and/or cooked is considered food manufacturing and falls under SCDA/FDA jurisdiction. Any sauce, pickled food, bottled product and/or canned food must be sent to a **Process Authority** (Clemson University of N.C. State) for analysis prior to sale.

F. Farms and nurseries are required to fulfill the South Carolina Department of Agriculture's "SC Certified" application process. Nursery growers are required to comply with South Carolina's Nursery Regulations.

G. Weights and measures are expected to be in accordance with local, state and federal laws and regulations.

Agricultural Sellers

- Corn Meal and Grits – corn checked by SCDA, Grist Mill Inspection SCDA, Inspection Report/Registration Number SCDA, approved SCDA labeling
- Dairy – SCDHEC Dairy regulations
- Cheese – contact SCDA
- Eggs – SCDA wholesale license, approved USDA labeling / washing / inspection / grading
- Honey – Honey House inspection SCDA, approved SCDA labeling
- Meat (poultry, beef, pork, and lamb) – SC Meat & Poultry registration, inspection, become Registered Meat Handler, inspection mark of SCMPID or USDA on meat, liability insurance
- Meat (rabbit, quail, alligator) – SCDA certification
- **Certified SC Grown – SCDA registration

Non-Agricultural Sellers

- Ocean Fish (whole and unprocessed) – contact DNR, Wholesaler License
- Ocean Fish (processed, dressed) – course/plan HACCP FDA, facility inspection/registration SCDA, wholesaler or commercial fisherman license, liability insurance
- Boiled Peanuts (off-sight) -- SCDA or SCDHEC inspected and registered facility, approved SCDA labeling
- Baked Goods, Candy, Nuts -- SCDHEC or SCDA registration, approved SCDA labeling
- Owners of DHEC approved bakery / restaurant: SCDHEC catering or retail food license, retail Grade "A" permit
- Canned, Jarred, Bottled Foods – required analysis at Clemson or NC State, SCDHEC or SCDA approved and registered manufacturing facility

EXHIBIT "B"
SOUTH CAROLINA DEPARTMENT OF AGRICULTURE
Food Safety and Compliance Guidelines

All vendors must follow the following guidelines and provide documentation at the booths to sell any items listed below.

Corn Meal and Grits

Corn checked for aflatoxins by SCDA Lab 803-737-9700

Grist Mill Inspection by SCDA 803-737-9690

___ Provide copy of current SCDA Inspection Report/Registration Number.

___ Proper labeling with name of product, ingredient list, name and address of manufacturer and net weight that has been reviewed by SCDA for compliance.

Dairy

SC DHEC Dairy Division handles all regulations and requirements regarding fluid milk products. 803-896-0644

SCDA handles cheese and cheese products. 803-737-9690

All products crossing the state line will be under the jurisdiction of the Food and Drug Administration and/or US Dept of Agriculture/Food Safety Inspection Service.

Keep at 45 degrees or lower at market. Label samples, "Display only".

___ Provide copy of current liability insurance.

Eggs

___ Provide copy of SCDA current wholesale license

___ Provide copy of current liability insurance

___ Keep eggs at 45 degrees or lower at market.

___ Label your sample carton, "Display only-Not for Sale."

___ Eggs must be washed, properly labeled, inspected and graded according to USDA Standards. 803-737-9690

___ A "packed on" or expiration date must be printed on all cartons/labels.

Fish and Seafood

Whole and unprocessed fish and seafood are under the Dept. of Natural Resources (DNR). 803-734-3886

Commercial Fisherman License and/or a Wholesaler's License is required to sell to public, including Farmers Market (call 843-953-9036 to apply).

Processed, dressed, gutted, scaled Fish

___ Complete a seafood HACCP course provided by FDA and have a HACCP plan.

___ Provide copy evidence of completion of HACCP course/plan

___ Use of an inspected and registered facility (fish house) by SCDA.

___ Provide inspection report for your DHEC or SCDA approved facility or letter giving you permission to use another facility and copy of inspection report.

___ Provide copy of commercial fisherman's license.

___ Provide copy of current liability insurance.

Honey

___ Honey is a processed food and must be cut, extracted and packaged in an SCDA approved (inspected) and registered Honey House.

___ Provide copy of current Inspection Report for your facility and letter from shared honey house verifying use.

___ Honey must be properly labeled with Name of product, name and address of manufacturer, and net weight. Label must be in compliance with SCDA laws.

___ Honey exemption (sales to end consumer, less than 150 gal/Yr, complete exemption form); Must be labeled.

Meat

Poultry, beef, pork and lamb is regulated by SC Meat and Poultry Inspection Division, Clemson Livestock, Poultry and Health, 500 Clemson Road, Columbia, SC. All products crossing the state line will be under the jurisdiction of the Food and Drug Administration and/or US Dept of Agriculture/Food Safety Inspection Service.

___ Must become a Registered Meat Handler to sell meat at farmers market (no cost) Door-to-door Meat firms must comply with SC Weights and Measure Laws. 803-737-9690

___ Inspection mark on meat (either SCMPID establishment # or USDA #) 803-788-8747

Meat must be kept frozen at 0* F or less/ kept refrigerated at 45*F or less

___ Provide copy of current liability insurance.

Peanuts

Boiled peanuts must be boiled, kept hot and bagged on site. No label required. (See exception)

Other types of peanuts and nuts that are prepackaged must be prepared in an **inspected and registered off site facility by SCDA**. Approved kitchen and labeled with name of product, ingredient list, name and address of manufacturer and net weight.

___ Provide inspection report for your DHEC or SCDA approved facility or letter giving you permission to use another facility and copy of inspection report.

Baked Goods, Candy, Covered nuts

Baked goods, candy, covered nuts must be prepared in an inspected facility.

___ Provide inspection report for your DHEC or SCDA approved and registered facility and letter giving you permission to use another facility and copy of inspection report.

___ Use an approved label (State and federal law)! Derek Underwood, 803-737-9690, SCDA will work with you.

___ Vendors who are **owner operators** of a DHEC approved bakery or restaurant can sell certain foods at the farmers market under their catering license or retail food license issued by SCDHEC 803-896-0640. Must post or provide retail Grade "A" permit at point of sale.

___ Provide current Inspection report for bakery or restaurant

Canned/jarred/bottled Foods

___ Canned/jarred/bottled Foods (jams, jellies, sauces, chow-chow and pickled foods) must be sent to Clemson University or NC State Univ. for analysis.

___ Attendance required at Better Process Control School, FDA and SCDA registration, etc, for pickled foods.

____ **Illegal home canned foods are hazardous and cannot be sold.** DHEC or SCDA registered facility must be used. Derek Underwood will work with you on how to manufacture canned foods.

____ Provide documentation from SCDA that foods are approved for market

Organic Products

Organic Certification is required to advertise that you are selling organic products. Certificate should be displayed.

____ Provide copy of certificate

Clemson University's Department of Plant Industry is a USDA approved Accredited Certifying Agent. This accreditation allows DPI (Department of Plant Industry) to certify organic operations in the three major categories of certification. Those three categories are crops, livestock and processing. For more information concerning organic certification, please send an email Kyle Stephens, rstphns@clemson.edu or call 864-646-2140.

Certified SC Grown

Membership in the Certified South Carolina Program is made by application to and acceptance by the South Carolina Department of Agriculture. All farm producers, food manufacturers, specialty food producers, packing facilities and others engaged in the production or manufacture of agricultural products in South Carolina are eligible to apply. Applications are on the web <http://agriculture.sc.gov> or call Ansley Rast Turnblad at arast@scda.sc.gov or call 803-734-2210. Members should display Certified **South Carolina Grown** logo.

Derek Underwood, 803-737-9690, SCDA will work with you on any requirements where SC Department of Agriculture must give approval. SCDA regulates farmers markets in South Carolina.

Nursery Stock

To sell nursery stock at the North Columbia Business Association Farmers Market certified producers must adhere to the following standards:

1. Possess a valid nursery license or dealer license from the state of South Carolina, whether fee exempt or commercial.
2. Comply with pest cleanliness quality and patent regulations (ie. knock out roses).
3. Possess verification that the nursery stock they sell is of their own production. Records must be kept for a period of not less than 12 months, and include the date and source of materials.

Production shall mean:

- a. Plants are in the possession and control of the certified producer for not less than 90 days from purchase or from the date of first planting in the case of sexual (seeds) and vegetative-asexual (cuttings, grafting, etc.)

For more information contact:

Eric Hitzler, State Plant Inspector; (864)646-2140; ejhtzlr@clemson.edu; Clemson University, Department of Plant Industry, 511 Westinghouse Road, Pendleton, SC 29670; <http://dpi.clemson.edu>

Disclaimer: The guidelines contained in Exhibit "A" and "B" are meant for educational purposes only. Please contact State Compliance Manager, Derek Underwood [or appropriate contact], regarding your individual food safety and compliance issue.

EXHIBIT "C"

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In consideration of being permitted to participate as a vendor in the North Columbia Association Farmers Market ("Market") sponsored by the City of Columbia and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, does hereby agree to **INDEMNIFY AND HOLD THE CITY OF COLUMBIA**, its employees, officers, agents and/or contractors **HARMLESS** from and against any and all claims, demands, actions, liens, judgments, claims for property damage or personal injury or other liability of any nature whatsoever and without limitation, arising from, out of or a result of my participation as a vendor in the Market sponsored by the City of Columbia.

I acknowledge that I have read and understand this Indemnification and Hold Harmless Agreement, and I agree to be legally bound by it.

Vendor's Signature

Date

Vendor's Name (Please Print)



CITY OF COLUMBIA
AGENDA MEMORANDUM

MEETING DATE: July 15, 2014

DEPARTMENT: Legal

FROM: *Shari Ardis, Legal Administrator*

SUBJECT: **RESOLUTION NO.: R-2014-064 Designation of the National Incident Management System (NIMS) as the Basis for all Incident Management in the City of Columbia, South Carolina**

FINANCIAL IMPACT: N/A

ATTACHMENTS:

- R-2014-064 NIMS (PDF)

RESOLUTION NO.: R-2014-064*Designation of the National Incident Management System (NIMS) as the Basis for all Incident Management in the City of Columbia, South Carolina*

WHEREAS, the President in Homeland Security Directive (HSPD)-5, directed the Secretary of the Department of "Homeland Security to develop and administer a National Incident Management System which would provide a consistent nationwide approach for Federal, State, local, and tribal governments to work together more effectively and efficiently to prepare for, prevent, respond to, and recover from domestic incidents, regardless of cause, size, or complexity; and,

WHEREAS, the collective input and guidance from all Federal, State, local, and tribal Homeland security partners has been, and will continue to be, vital to the effective implementation and utilization of a comprehensive NIMS; and,

WHEREAS, it is necessary and desirable that all Federal, State, local, and tribal emergency agencies and personnel coordinate their efforts to effectively and efficiently provide the highest levels of incident management; and,

WHEREAS, HSPD-5 requires Federal departments and agencies to make adoption of the NIMS by State, tribal, and local organizations a condition for Federal preparedness assistance beginning in fiscal year 2005; and,

WHEREAS, to facilitate the most efficient and effective incident management it is critical that Federal, State, local, and tribal organizations utilize standardized terminology, standardized organizational structures, interoperable communications, consolidated action plans, unified command structures, uniform personnel qualification standards, uniform standards for planning, training, and exercising, comprehensive resource management, and designated incident facilities during emergencies or disasters; and,

WHEREAS, the NIMS standardized procedures for managing personnel, communications, facilities and resources will improve the State's ability to utilize federal funding to enhance local and state agency readiness, maintain first responder safety, and streamline incident management processes; and,

WHEREAS, the Incident Command System components of NIMS are already an integral part of various incident management activities throughout the State, including current emergency management training programs; and,

WHEREAS, the National Commission on Terrorist Attacks (9-11 Commission) recommended adoption of a standardized Incident Command System; NOW, THEREFORE,

Attachment: R-2014-064 NIMS (1442 : RESOLUTION NO.: R-2014-064)

BE IT RESOLVED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2014 that the National Incident Management System (NIMS) is hereby established as the City standard for incident management. It is further directed that all Departments within the City of Columbia will actively incorporate the Incident Command System into their daily operations and further adhere to all NIMS compliance recommendations and directives, as appropriate. All Departments are further directed that maximum coordination will be initiated and maintained throughout the city's daily operations and during incidents/events.

Requested by:

Chief of Police _____

Approved by:

City Manager _____

Approved as to form:

Assistant City Attorney _____

Introduced:
Final Reading:

Mayor _____

ATTEST:

City Clerk _____



CITY OF COLUMBIA
AGENDA MEMORANDUM

MEETING DATE: July 15, 2014

DEPARTMENT: Legal

FROM: *Shari Ardis, Legal Administrator*

SUBJECT: **RESOLUTION NO.: R-2014-065 Authorizing the City Manager to execute a Notice to Proceed Letter between the City of Columbia and Populous, Inc. for Preliminary Architectural Services for the development of a Multi-Use Entertainment Venue Stadium to Include Minor League Baseball**

FINANCIAL IMPACT: N/A

ATTACHMENTS:

- R-2014-065 Authorize Notice to Proceed Letter - Populous - Preliminary Architectural Services - Bull St Venue (PDF)

RESOLUTION NO.: R-2014-065

Authorizing the City Manager to execute a Notice to Proceed Letter between the City of Columbia and Populous, Inc. for Preliminary Architectural Services for the development of a Multi-Use Entertainment Venue Stadium to Include Minor League Baseball

WHEREAS, the City has previously made a decision to construct a multi-use entertainment venue to include minor league baseball within the general project area known as the Bull Street Development; and,

WHEREAS, in order to pursue such project, it is necessary that the City contract with an architectural firm to provide design services for the construction of such venue; and,

WHEREAS, in accordance with the purchasing requirements for the City, the City has previously issued a request for proposals for architectural design services; and,

WHEREAS, the City received numerous responses to such request; and,

WHEREAS, in accordance with the terms of the request for proposals, four proposals were reviewed by the Selection Committee; and,

WHEREAS, after a thorough review and consideration of all proposals, the Selection Committee has determined that it would be in the best interests of the City to select the architectural firm of Populous, Inc. to perform these services for the City, if a satisfactory contractual arrangement can be reached with said company; NOW THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2014, that Populous, Inc. is selected as the firm to provide design services for the development of a multi-use venue to include minor league baseball for the City, subject to the ability of the parties to reach a satisfactory contractual arrangement for such services.

BE IT FURTHER RESOLVED that the City Manager or her designee is authorized to sign a Notice to Proceed letter to allow Populous to provide preliminary architectural services for the project, such services not to exceed Fifty Thousand and No/100 (\$50,000.00) Dollars in value, during the negotiation of a final contract.

BE IT FURTHER RESOLVED that the City Manager or her designee is authorized to negotiate with Populous, Inc. and present a contract for the services as required, to the Mayor and the City Council for consideration and Council approval.

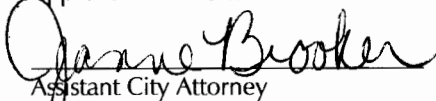
Requested by:

Assistant City Manager Gentry

Approved by:

City Manager

Approved as to form:


Assistant City Attorney

Introduced:
Final Reading:

Mayor

ATTEST:

City Clerk



CITY OF COLUMBIA
AGENDA MEMORANDUM

MEETING DATE: July 15, 2014

DEPARTMENT: Council Support Services

FROM: *Elizabeth Gober,*

SUBJECT: Midlands Authority for Conventions, Sports and Tourism

FINANCIAL IMPACT: N/A

Council is asked to appoint an individual who is employed in the lodging industry to replace Mr. Bill Ellen's unexpired term ending June 30, 2015.

ATTACHMENTS:

- MACST Memo 0714 (PDF)



We Are Columbia

TO: Ms. Teresa Wilson, City Manager

FROM: Connie Lucius, Office of the City Clerk

DATE: July 1, 2014

SUBJECT: Midlands Authority for Conventions, Sports, and Tourism

Purpose: The purpose of the Authority shall be to: (a) engage in all aspects and/or activities related directly or indirectly to the design, development, management, operation, or any other functions pertaining to a regional conference/convention facility located in the City of Columbia, South Carolina; (b) participate in similar activities with respect to parking and other facilities that directly or indirectly support the operation of the Center.

Composition: This board is multijurisdictional with Richland and Lexington County each appointing two (2) individuals. The City appoints five (5) members who serve a three (3) year term with one (1) re-appointment. The by-laws specify that one appointment must be from the **hospitality industry** and one must be employed in the **lodging industry**.

Action: Council is asked to appoint an individual who is employed in the lodging industry to replace Mr. Bill Ellen's unexpired term ending June 30, 2015.

Recommendation: Mr. John Durst, President & CEO, South Carolina Restaurant and Lodging Association and Mr. Bill Ellen, President & CEO, Midlands Authority for Conventions, Sports and Tourism recommends the appointment of Mr. Andrew Lucas.

Current Appointees

	<u>DATE APPOINTED</u>	<u>START</u>	<u>END</u>
Simon Hudson 129 Beaver Dam Road Columbia, SC 29223	12/10/2013	01/01/2014	01/31/2017
Director SmartState Center in Tourism University of South Carolina 701 Assembly Street Columbia, SC 29201			

Chris Asouzu
7421 Coachmaker Road
Columbia, SC 29209

12/10/2013

01/01/2014

01/31/2017

Director of Finance
Global Spectrum
801 Lincoln Street
Columbia, SC 29208

Bill Ellen - **Vacant**
Clarion Hotel
1615 Gervais Street
Columbia, SC 29201

12/10/2013

07/2002
07/2005
06/2008
06/2012

07/2005
01/2007
06/2012
06/30/2015

John Hardee
Lamar Advertising
1221 Atlas Road
Columbia, SC 29209

12/10/2013

06/2010
06/2012

06/2012
06/30/2015

Janice Marshall
101 Louthian Way
Blythewood, SC 29016

12/10/2013

01/01/2014

01/31/2017

Executive Director
James Clyburn Research and
Scholarship Foundation

Current Applications on File

Andrew Lucas
6503 Sandale Dr.
Columbia, SC 29206
Outside City Limits

Joel Darr
1521 Harbour Place Ct.
Lexingotn, SC 29072
Outside City Limits

General Manager
Inn at University of South Carolina
Wyndham Garden

General Manager
Marriott Columbia

Lucius, Connie

From: John Durst <John@scrta.org>
Sent: Monday, June 23, 2014 8:42 AM
To: Lucius, Connie
Cc: gm@innatusc.com
Subject: Andrew Lucas
Attachments: Lucas Application.pdf

Dear Connie:

As a former City appointee to the Midlands Authority for Conventions, Sports and Tourism; and a former chairman of the Authority's board; I want to respectfully and without any reservation or qualification wholeheartedly support Andrew Lucas' application to be appointed to the Authority's board. I have known him for some time and had the pleasure of working closely with him in my current position, especially through his leadership as a member of the board of one of our chapters, the Columbia Hotel and Motel Association.

He manages one of the major hotel properties in our City and, as evidenced by his attendance at several meetings, is extremely well-informed on tourism-related issues considered by both Columbia City Council and Richland County Council. He also possesses the ability to help participants in a given meeting reach a consensus.

Frankly, we are fortunate that someone with his well-demonstrated abilities and skills is interested in taking on this additional responsibility of service. I respectfully hope that he will be given the opportunity to do so.

Thank you for considering his application and please do not hesitate to let me know if you or any of your colleagues have any questions or comments.

All the best!

John

John Durst | President & CEO | South Carolina Restaurant and Lodging Association
PO Box 7577, Columbia, SC 29202 | Phone: (803) 765-9000 | john@scrta.org | www.scrta.org

Lucius, Connie

From: Bill Ellen <BEllen@Columbiaauthority.com>
Sent: Monday, June 30, 2014 10:02 AM
To: Newman, Brian D; Runyan, Cameron A; Plaugh, Leona; Baddourah, Moe; Davis, Sam; Tameka Devine; Benjamin, Steve
Cc: Wilson, Teresa B; Lucius, Connie
Subject: Authority Board vacancy

Dear Mayor and Members of Council,

As you know, my position on the Board has been vacant due to my new position with the Authority. I had filled the City's position for a hotelier, as required in the original funding agreement. As noted in the agreement, one position must be filled by a hotelier in the City.

Andrew Lucas, with the Inn at USC, has been recommended by the Columbia Hotel Assn. and I agree that Andrew would make a good choice. Mr. Lucas is knowledgeable about the tourism industry and understands the functions of the Midlands Authority for Conventions, Sports and Tourism.

Thank you for consideration of Andrew Lucas to fill this position.

Best,
Bill Ellen

Bill Ellen
President and CEO
1101 Lincoln Street | Columbia, SC | 29201
Phone (803) 545-0007 | Fax (803) 545-0013
www.famouslyhot.com

