



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, OCTOBER 16, 2018

The Columbia City Council will conduct a Work Session at 3:00 p.m. & Meeting at 6:00 p.m. on Tuesday, October 16, 2018 at City Hall, 1737 Main Street, Columbia, SC 29201.

The Honorable Mayor Stephen K. Benjamin
The Honorable Sam Davis, District I ▪ The Honorable Tameika Isaac Devine, At-Large
The Honorable Howard E. Duvall, Jr., At-Large ▪ The Honorable Edward H. McDowell, Jr., District II
The Honorable Daniel J. Rickenmann, District IV

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

WORK SESSION - 3:00 P.M.

CALL TO ORDER

INVOCATION

CITY COUNCIL DISCUSSION

1. State Health Plan Update - Ms. Pamela Benjamin, CPM, Chief of Staff / Human Resources Director
2. Commercial Revolving Loan Fund Code Revisions - Ms. Melissa Lindler, MPA, Director for the Office of Business Opportunities

EXECUTIVE SESSION

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

*Employee Health Center
Lower Richland Sewer Agreement
Towing Contract
Soda City
19/20 CDBG Allocation
Alvin S. Glenn Detention Center
River Alliance*



We Are Columbia

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

*Jushi
Parking*

5. Receipt of legal advice relating to a pending, threatened or potential claim pursuant to S. C. Code

*Tameka Price v. City
Len Roberson v. City
Clarence Campbell and Alice Campbell v. City*

COUNCIL MEETING - 6:00 P.M.

ROLL CALL

PLEDGE OF ALLEGIANCE

INVOCATION

ADOPTION OF THE AGENDA

PUBLIC INPUT RELATED TO AGENDA ITEMS

APPROVAL OF MINUTES

6. Council is asked to approve the September 18, 2018 City Council Meeting Minutes.

CONSENT AGENDA ITEMS 7 THROUGH 28

7. Council is asked to approve a Fiscal Year 2018/2019 Contract Renewal for services related to the retention of Military Personnel, Services and Operations located at Fort Jackson during the upcoming rounds of Base Realignment and Closure (BRAC) and Sequestration, as requested by the Economic Development Department. Award to the Greater Columbia Chamber of Commerce in the amount of \$53,500.00. This firm is located in Columbia, SC.

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



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8. Council is asked to approve a Fiscal Year 2018/19 Contract Renewal for Assistance with Cluster Development, Project Management, Promotions, Marketing and Research, as requested by the Economic Development Department. Award to EngenuitySC in the amount of \$65,000.00. This firm is located in Columbia, SC.

Funding Source: Special Contracts 5511301-638300. The original budgeted amount is \$65,000.00.

9. Council is asked to approve a Fiscal Year 2018/2019 Contract Renewal for Assistance with Recruitment, Project Management, Promotions, Marketing, and Research, as requested by the Economic Development Department. Award to Central SC Alliance in the amount of \$72,000.00. This firm is located in Columbia, SC.

Funding Source: Special Contracts 5511301-638300 - The original budgeted amount is \$72,000.00.

10. Council is asked to approve the Renewal for Elevator Maintenance Services, as requested by the Support Services Division. Award to Southern Elevator in an amount not to exceed \$59,520.00. This firm is located in West Columbia, SC.

Funding Source; Parking Lincoln Street Deck - Maintenance & Service Contract; 5313112-638200, Utilities Lake Murray Water Plant - Maintenance & Service Contract; 5516207-638200, General Support Services - Maintenance & Service Contract; 1011201-638200, Support Service Public Building - Maintenance & Service Contract; 5511219-638200, Parking Taylor Street Deck - Maintenance & Service Contract; 5313107-638200, Parking Sumter Street Park - Maintenance & Service Contract; 5313106-638200, Parking Arsenal Hill Deck - Maintenance & Service Contract; 5313103-638200, Parking Lady Street Deck - Maintenance & Service Contract; 5313104-638200, Parking Washington Street Deck - Maintenance & Service Contract; 5313108-638200, Utilities Metro Wastewater Plant - Maintenance & Service Contract; 5516208-638200, Parking Park Street Deck - Maintenance & Service Contract; 5313109-638200, Parking PJ Cannon Deck - Maintenance & Service Contract; 5313114-638200, Drew Wellness Center - Maintenance & Service Contract; 1015115-638200, Police Administrative Services - Maintenance & Service Contract; 1012402-638200, The original budgeted amount is \$59,520.00.

11. Council is asked to approve Personnel Assessment, Testing and Promotional Services, as requested by the Police Department. Award to Industrial / Organizational Solutions in an amount not to exceed \$73,170.00. The vendor is located Oak Brook, IL.

Funding Source: Police Administrative Services - Professional Services 1012402-636600. The original budgeted amount is \$75,000.00.

12. Council is asked to approve the Renewal of Hewlett Packard Support Services, as requested by the Information Technology Services Department. Award to Hewlett



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Packard Enterprise using the SC State Contract 44000011431 in the amount of \$63,531.48. This firm is located in Palo Alto, CA.

Funding Source: Information Technology - Maintenance & Service Contract 1011120-638200. The original budgeted amount is \$63,531.48.

13. Council is asked to approve the Renewal for Banner CIS Support Services, as requested by the Budget and Program Management Office. Award to Hansen Technologies in the amount of \$103,915.54. This firm is located in Columbia, SC.

Funding Source: Program Management Office - Maintenance and Service Contract 6218950-638200. The original budgeted amount is \$103,915.54.

14. Council is asked to approve the Rental of a Portable Ice Rink, as requested by the Parks and Recreation Department. Award to Magic Ice USA in an amount not to exceed \$115,000.00. This firm is located in Miami, FL.

Funding Source: Recreation Programs- Special Projects - Ice Rink 1015106-638518. The original budgeted amount is \$115,000.00.

15. Council is asked to ratify the Ice Rink Management Services Agreement and the First Amendment to the Ice Rink Management Services Agreement, as requested by the Parks and Recreation Department. Award to Columbiana Centre, LLC in the amount of \$5,000.00. This firm has a local office in Columbia, SC.

Funding Source: 1015106-638518

16. Council is asked to approve a Contract Amendment #6 for Project SS7328(18) for On-Call Services, as requested by Columbia Water. Award to AECOM Technical Services, Inc., in the amount of \$100,000.00. This firm is located in Columbia, SC.

Funding Source: 55111706-SS7328(18)-638305 Engineering-Spc Contract W/S, SW. The original budgeted amount is \$100,000.00.

17. Council is asked to approve a Contract for Project WM4434; Water System Improvements at Northgate Mobile Home Park, as requested by Columbia Water. Award to Southern Roots Landscape Management, LLC in an amount not to exceed \$103,384.00 which includes contingency. This firm has a local office in Columbia, SC.

Funding Source: 5529999-658650. The original budgeted amount is \$106,145.00.



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This is a Protégé Only Project. Southern Roots Landscape Management., Inc. with headquarters in Marietta, GA and a local office in Columbia, SC is the Protégé and will provide waterline services at 94% (\$87,784) of the contract value.

Sub-contractor NAPM of Greenville, SC will provide paving and hauling services at 6% (\$5,600) of the contract value.

18. Council is asked to approve an Agreement for Project SS7468; Three Rivers Force Main Replacement, as requested by Columbia Water. Award to Weston & Sampson in the amount of \$116,625.00. This firm is located in Columbia, SC.

Funding Source: 5529999-SS7468-658650 Water & Sewer Capital Projects - Three Rivers Force Main Replacement - Capital Project Costs. The original budgeted amount is \$75,000.00. Additional funds will come from 5529999-SS728801-658650 Unforeseen & Miscellaneous Projects.

This is a Clean Water 2020 Program Project and Mentor Protégé Program Project. Weston & Sampson of Columbia, SC is the Mentor and will provide project management, engineering design, permitting services, bidding services, and construction administration at 67.2% (\$78,300.00) of the total contract value. Carper Civil Consulting, Minority Business Enterprise (Woman) of Charleston, SC is the Protégé and will provide engineering design at 20% (\$23,325.00) of the contract value.

Sub-consultant Construction Support Services of Hopkins, SC will provide survey and property easement services at 12.8% (\$15,000.00) of the contract value.

19. Council is asked to approve a Contract for Project #SS7444-02; Saluda River Pump Station Control Manhole Platform Repair Services, as requested by Columbia Water. Award to Shady Grove Construction, LLC, a Minority Business Enterprise (Woman) in an amount not to exceed \$176,954.00. This firm is located in Irmo, SC.

Funding Source: 2539999-638400 (FEMA Grants Control / 2015 Oct Flood Recovery). The original budgeted amount is \$176,954.00.

The following sub-consultants will provide additional services:

Sanders Welding of Newberry, SC will provide structural steel at 27% (\$40,000) of the contract value.

Capital Concrete of Lexington, SC will provide concrete at 2% (\$3,500) of the contract value.

20. Council is asked to approve a Sole Source for the Water Chemical Blended Phosphate-Corrosion Inhibitor, as requested by Columbia Water. Award to Carus Corporation in an amount not to exceed \$230,000. The firm is located in Belmont, NC.



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Funding Sources: Utilities Columbia Canal WTP-Chemicals 5516206-624800, Utilities Lake Murray WTP-Chemicals 5516207-624800. The original budgeted amount is \$230,000.00.

21. Council is asked to approve Agreements for Project SS733702; Utility Relocations for Rocky Branch Phase 2, as requested by Columbia Water. Award to South Carolina Electric & Gas for a total amount of \$406,400.00. This firm is located in Columbia, SC.

Funding Source: 5529999-658650. The original budgeted amount is \$406,400.00.

This is a Clean Water 2020 Program Project.

22. Council is asked to approve a Contract for Project #SD8389; Devils Ditch Joint Maintenance Services, as requested by Columbia Water. Award to L-J, Inc., in an amount not to exceed \$567,889.85. This firm is located in Cayce, SC.

Funding Source: Fiscal 2018/2019; 5549999-658650. The original budgeted amount is \$567,889.85.

Sub-consultant L.A. Barrier & Son, Inc., a Minority Business Enterprise (Woman) of Lexington, SC will provide paving and hauling services at 19% (\$101,747.09) of the contract value.

23. Council is asked to approve Contract Amendment #2 for Project WM4354; Professional Services Agreement for Automated Meter Reading and Automated Meter Infrastructure Feasibility Study, Project Management, and Related Support Services, as requested by Columbia Water. Award to CH2M Hill Engineers in the amount of \$1,735,097.00. This firm is located in Columbia, SC.

Funding Source: Water and Sewer Budget; 5529999-WM4354-658650. The original budgeted amount is \$1,735,097.00 .

The following sub-consultants will provide additional services:

Atlantic South Consulting Services, a Minority Business Enterprise of Columbia, SC will provide assistance with system evaluation, feasibility study, and project management services at 12% (\$208,098.00) of the contract value.

Rohadfox Construction Control Services Corporation of Columbia, SC will provide project management services at 11% (\$189,979.00) of the contact value.

24. Council is asked to approve three Indefinite Delivery Contracts for the Sewer Mapping Program Project for fiscal year 2018/2019, as requested by Columbia Water. Award to AECOM Technical Services, Inc., Vaughn & Melton Consulting Engineers, Inc., and



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Hydrostructures, P.A. for an additional \$250,000.00 and a total amount not to exceed \$750,000.00.

Funding Source: Sewer Maintenance; 5516205-SS7304-638305. The adjusted budgeted amount is \$750,000.00.

This is a Clean Water 2020 Program Project.

AECOM Technical Services, Inc. has headquarters in Los Angeles, CA and a local office in Columbia, SC. AECOM proposes to utilize DESA, Inc. (MBE) as a sub consultant to provide manhole data collection services. DESA, Inc. is located in Columbia, SC.

Vaughn & Melton Consulting Engineers, Inc. has headquarters in Middlesboro, KY and a local office in Spartanburg, SC. Vaughn & Melton proposes to utilize Construction Support Services, LLC (MBE) as a sub consultant to provide traffic control services. Construction Support Services, LLC is located in Hopkins, SC.

Hydrostructures, P.A. has headquarters in Pittsboro, NC and a local office in Cayce, SC. Hydrostructures proposes to utilize DESA, Inc. (MBE) as a sub consultant to provide manhole inspection services and Civil Engineering of Columbia as a sub consultant to provide surveying services. CEC is located in Columbia, SC.

25. Council is asked to ratify nine (9) Emergency Procurements for the repair of waterlines, roadways, meter relocations throughout the City, and column damage at Police Headquarters, as requested by Columbia Water and Support Services. Award to the lowest responsive bidder for each project in a total amount of \$2,024,233.96.

Funding Source: Engineering and Special Projects - 5511706-638500 (\$155,750.00); Water & Sewer Capital Projects- Capital Projects Cost- 5529999-658650 (\$86,440.00) ; General Capital Projects - Professional Services- 4039999-636600 (\$313,144.71); Water & Sewer Capital Projects- Capital Projects Cost- 5529999-658650 (\$409,415.00); Engineering and Special Projects- 5511706-638500 (\$99,160.05); Engineering and Special Projects- 5511706-638500 (\$570,896.70); Engineering and Special Projects- 5511706-638500 (\$46,250.00); Water & Sewer Capital Projects- Capital Projects Cost- 5529999-658650 (\$326,177.50); General Support Services - Maintenance & Service Contract - 1011201-638200 (\$17,000.00). The original budgeted amount is \$2,024,233.96.

26. Council is asked to approve a Contract for Project WM3993; Water System Improvements on Covenant Road and Harrison Road, as requested by Columbia Water. Award to Carolina Tap & Bore, Inc., in an amount not to exceed \$2,667,270.00, which includes a \$200,000.00 contingency. This firm is located in West Columbia, SC.

Funding Source: 552999-WM399301-658650. The original budgeted amount is \$2,667,270.00.



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This is a Mentor Protégé Program Project. The Mentor, Carolina Tap & Bore, Inc., will provide services at 46% (\$1,147,270.00) of the total contract value. Northeast Backflow of Lugoff, SC is the Protégé and will provide piping installation services at 25% (\$620,000) of the total contract value.

The following sub-contractors/suppliers will provide additional services/materials:

Fortiline Waterworks of Lexington, SC will provide materials services at 26% (\$650,000) of the contract value.

AOS Specialty Contractors of Lexington, SC will provide services at 2% (\$50,000) of the contract value.

27. Ordinance No.: 2018-052 - Granting an encroachment to Ashish Thakkar and Rita Thakkar for installation and maintenance of landscaping and an irrigation system within the right of way areas of the 2000 block of Gervais Street and 1100 block of Harden Street adjacent to 2020 Gervais Street, Richland County TMS #11406-12-04

First reading approval was given on October 2, 2018.

28. Resolution No.: R-2018-100 - Authorizing consumption of beer and wine only at the Palmetto Place Palooza Charity Fundraiser on Sunday, October 28, 2018 in the 1600 block of Blanding Street adjacent to the Robert Mills House and Hampton Preston Mansion

PRESENTATIONS

29. Columbia Firefighter Appreciation Month Proclamation - The Honorable Stephen K. Benjamin
30. National Cyber Security Awareness Month Proclamation - The Honorable Mayor Stephen K. Benjamin
31. National Pregnancy and Infant Loss Remembrance Month - The Honorable Mayor Stephen K. Benjamin

OTHER MATTERS

32. Benedict College-Homecoming Tiger Jam Hospitality Tax Funding Request
33. Council is asked to approve the establishment of a neighborhood-wide 25 mph speed limit in the Shandon Neighborhood, as requested by the Public Works Department.



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- 34. Community Development Block Grant Disaster Recovery Action Plan Amendment #3 - Ms. Gloria Saeed, Community Development Director
 - 35. State Health Plan Update - Ms. Pamela Benjamin, CPM, Chief of Staff / Human Resources Director

ORDINANCES - FIRST READING

- 36. Ordinance No.: 2018-056 Rescinding Motion to Maintain Defined Dollar Benefit (DDB) for Health Coverage and 80/20 Cost Share
- 37. Ordinance No.: 2018-061 - Adopting the Commercial Revolving Loan Fund ("CRLF") Code revised September 26, 2018
- 38. Ordinance No.: 2018-062 - Authorizing the City Manager to execute a Deed and any other documents necessary to consummate the transfer of an unopened portion of Steadham Avenue a/k/a Brook Avenue containing approximately 0.13 acres adjacent to Richland County TMS #09207-06-05, 09207-06-06, 09207-06-18 and 09207-06-19 to Ella Louise Leagones as Personal Representative of the Estate of Nancy J. Oree

CONSIDERATION OF MATTERS DISCUSSED DURING THE WORK SESSION

CITY COUNCIL COMMITTEE REPORTS / REFERRALS

APPEARANCE OF THE PUBLIC



We Are Columbia

MEETING DATE: October 16, 2018

DEPARTMENT: Human Resources

FROM: *Pam Benjamin,*

SUBJECT: State Health Plan Update - Ms. Pamela Benjamin, CPM, Chief of Staff / Human Resources Director

FINANCIAL IMPACT:

STRATEGIC GOALS: Foster a healthy quality of life, Provide high quality municipal services



We Are Columbia

MEETING DATE: October 16, 2018

DEPARTMENT: Office of Business Opportunities

FROM: *Melissa Lindler, Office of Business Opportunities Director*

SUBJECT: Commercial Revolving Loan Fund Code Revisions - Ms. Melissa Lindler, MPA, Director for the Office of Business Opportunities

FINANCIAL IMPACT:

STRATEGIC GOALS: Collaborate and partner with entities, Foster a healthy quality of life, Grow opportunities for entrepreneurship, Provide high quality municipal services

ATTACHMENTS:

- **#a:** CRLF cover memo (PDF)
- **#b:** 2018-061 adopt Revised CRLF Code (PDF)



We Are Columbia

Office of Business Opportunities

1225 Lady Street, Columbia, South Carolina 29201 • Phone: 803-545-3950 • Fax: 803-255-8912

To: COC Legal Review

From: Melissa L. Lindler, Director

CC: Missy Gentry, Assistant City Manager

Date: September 26, 2018

Re: Proposed Changes to the Commercial Revolving Loan Fund (CRLF) Code

The following revisions are proposed for consideration by City Council to the Commercial Revolving Loan Fund (CRLF) Code. These revisions are proposed based on amendments that were made to the Economic Development Administration (EDA) regulations this year. Additionally, there is a proposed revision to allow more flexibility in the CRLF Committee appointments made by City Council.

Section 8.2.8

Add “or public” in accordance with EDA amended regulations to include any federal, state, or local sources of loans.

Section 8.2.9

Removed “Private to public dollar”, “private”, and added the word “leveraged”, “non-RLF” and “RLF” in accordance with EDA amended regulations to include any federal, state, or local sources of loans when combined with an EDA loan to meet the 2:1 leverage requirement.

Section 8.3.3

Remove reference to “private” to reflect EDA amended regulations to expand the list of federal, state, or local loan sources that can be leveraged to meet the 2:1 leverage requirement.

Section 8.7.2

Minor corrections made to section references for EDA, Community Development Block Grant (CDBG), and Community Economic Renaissance Fund (CERF).

Section 8.8

Remove “Assistant City Manager” and replace it with a “senior staff/administration member” to allow more flexibility by Council in appointments to the CRLF Committee.

Section 8.10.3

Minor corrections made to section references for EDA, Community Development Block Grant (CDBG), and Community Economic Renaissance Fund (CERF).

Section 8.14

Remove reference to “private” and replace with “other participating” lender in accordance with EDA amended regulations to expand the list of sources that can be leveraged to meet the 2:1 leverage requirement.

Section 8.15.1

Add “or public” in accordance with EDA amended regulations to include any federal, state, or local sources of loans when combined with an EDA loan to meet the 2:1 leverage requirement.

Section 8.18.1(a)

Replace RLF “Capital” with RLF “Cash Available for Lending” in accordance with EDA amended regulations.

Section 8.18.1(c/iv)

Add language in accordance with EDA amended regulations that RLF cash used to buy out the first position in a loan must receive EDA approval before taking such action within a reasonable timeframe as approved by EDA.

Section 8.18.3

Remove “private commitment”, add the word “leverage” and additional language in accordance with EDA amended regulations to expand the list of sources that can be leveraged to meet the 2:1 leverage requirement.

Section 8.18.5

Remove the word private and add language in accordance with EDA amended regulations to expand the list of leverage sources to include any federal, state, or local sources of loans when combined with an EDA loan to meet the 2:1 leverage requirement.

Add language in accordance with EDA regulations that “private investments shall not include accrued equity in a borrower’s assets.”

ORDINANCE NO.: 2018-061

Adopting the Commercial Revolving Loan Fund ("CRLF") Code, revised September 26, 2018

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2018, that the attached Commercial Revolving Loan Fund Code, revised September 26, 2018 is hereby adopted.

Requested by:

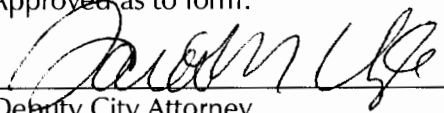
Assistant City Manager Gentry _____

Mayor

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

COMMERCIAL REVOLVING LOAN FUND

8.1 PURPOSE

The City of Columbia, through economic development projects financed by the Commercial Revolving Loan Fund, seeks to improve the number and caliber of job opportunities, as well as to retain existing jobs within the City of Columbia. The City of Columbia seeks to foster entrepreneurship, innovation and productivity through investments in infrastructure development, capacity building, and business development in order to attract private capital investment and higher-skill, higher-wage jobs. Additionally, the City of Columbia seeks the revitalization of commercial corridors throughout the City.

This code provision applies to all of the City of Columbia's commercial revolving loan funds, including those funds capitalized with federal, state and local dollars, unless a fund is otherwise provided for under another section of this code.

Interest payments and fees may be utilized to defray the ongoing administrative costs of operating the CRLF. Principal and any interest not used for administrative expenses will revolve into the CRLF for relending. The City will comply with any and all federal regulations and caps regarding administrative expenses.

8.2 DEFINITIONS

1. *Commercial Revolving Loan Fund Committee of the City of Columbia (CRLF Committee).* Seven (7) member committee appointed by City Council to review and approve/disapprove loan applications
2. *CRLF:* Commercial Revolving Loan Fund
3. *CRLF Staff.* The staff of the City of Columbia
4. *Economic Development Administration (EDA).* A department of the United States Department of Commerce providing revolving loan funds to the City of Columbia
5. *Equity.* Total grants and private dollars brought to a project by a borrower from any source other than the City of Columbia.
6. *Minority Business.* A minority-owned business is a business which reflects 51% minority ownership and in control of management decisions. Minority refers to any individual of a race other than Caucasian (white)

7. *Participating lender.* Banks and other institutional lenders who, in the regular course of business, make commercial loans
8. *Private or public commitment.* A commitment of funds needed for a project obtained from a bank, other lending institution, or legitimate private or public source
9. *~~Private to public dollar~~ Leveraging ratio.* The amount of ~~private~~ dollars leveraged investment, either through private commitment and/or a non-RLF participating lender in a project in relation to the amount of public RLF funds invested
10. *Small Business.* A small business is a start-up or expanding business which has 50 or fewer employees.
11. *Target Area.* From time to time the City may target a specific geographical area, census tract, corridor, or business type for funding. Such a designation will be considered a target area
12. *Total Project Cost.* Total direct costs incurred to carry out a project
13. *United States Department of Housing and Urban Development (HUD).* The Federal Agency that administers the Community Development Block Grant (CDBG) and any other federal funds awarded to the City of Columbia
14. *Woman-owned business.* A business which reflects 51% female ownership and in control of management decisions is considered a women-owned business

8.3 TYPES OF LOANS

Commercial revolving loans may take the form of:

1. *Participation loans* made in conjunction with loans made by other public or private financial lending institutions, with subordination features, also known as gap financing;
2. *Commercial loans* with a minimum equity investment as determined by the funding source. (Equity investments can come from the owner, private and/or non-bank investors, grants, or other sources of equity.);
3. *Loans under \$10,000* which may not require bank participation or ~~private~~ equity investment.
4. All loan types may offer special financing techniques, including moratoriums on interest and/or principal repayments for a specified period of time.

8.4 USE OF LOAN FUNDS

1. Loans may be made to small businesses for the purpose of financing building construction, conversions, expansions, acquisition of land, buildings, machinery, equipment, supplies and materials or in particular cases of supplying working capital where it is deemed necessary by the staff and CRLF Committee.
2. Interest payments and fees may be utilized to defray the ongoing administrative costs of operating the CRLF. Principal and any interest not used for administrative expenses will revolve into the CRLF for relending. The City will comply with any and all federal regulations and caps regarding administrative expenses.

8.5 ELIGIBLE APPLICANTS

1. The applicant must fit the definition of small business as defined by the City of Columbia - fifty (50) employees or less.
2. The business must be located within the corporate limits of the City of Columbia.
3. Applicants must agree to provide all information and business records requested pertaining to the loan or business during the application process or the term of the loan must be made available to the city. (Personal financial statements shall remain confidential.)
4. All principals or owners must agree to provide personal guarantees.
5. Applicants who have been in default on previous loans with the City of Columbia are not eligible for additional funding.
6. Minimum credit score. The City requires the applicant to have a minimum credit score of 600 to be eligible to apply for a commercial loan.
7. In order for a current loan recipient to be eligible for an additional loan, the applicant must meet the following conditions:
 - a. Minimum 50% equity requirement
 - b. Previous loan must either be paid off or have been in repayment for at least 2 years and be current with no late payments or defaults
 - c. Business must be in an identified target area of the City of Columbia
 - d. Business is unable to get all of the financing needed for the project from a private financial institution or other private source

8.6 INELIGIBLE ACTIVITIES

Commercial revolving loan funds cannot be used for the activities listed below. City staff may reject applications for ineligible activities.

1. The direct or indirect refinancing of any pre-existing debt or subsidizing interest payments on an existing loan.
2. Funds for payment, distribution, or as a loan to owners, partners or shareholders of the applicant's business, except as ordinary compensation for services rendered.
3. Acquisition of an equity position in a private business,
4. Loan guarantees (a promise by one party to assume the debt obligation of a borrower if the borrower defaults on a loan).
5. The relocation of a business within the City of Columbia presently located outside of the Columbia commuting area.
6. Where the purpose of the loan is to finance the acquisition, construction, improvement or operation of real property which is to be held for speculative real estate ventures.
7. Where the purpose of the loan is to finance the creation, dissemination, or distribution of material deemed patently repugnant by commonly recognized community standards of decency or which has the effect of denying anyone their constitutionally guaranteed rights.
8. Where the effect of the granting of the loan would be to encourage a monopoly or be inconsistent with accepted practices of the American system of free competitive enterprise.
9. Where the applicant's business may not operate totally within the laws of the City of Columbia and the State of South Carolina.
10. Other activities prohibited by specific funding sources. See sections 8.18.1(c) for additional ineligible uses of EDA funds.
11. If City Staff determines that an application is ineligible for funding, a letter will be sent to the applicant within fourteen (14) business days of receipt. City Staff will notify the CRLF Committee of all applications that have been determined to be ineligible.

8. 7 FEES, INTEREST, TERMS AND LIMITS

1. Fees

Application Fee

A. A loan application fee of \$100, plus identifiable direct third-party charges (credit reports,), shall be collected at time of application to defer processing expenses.

Origination Fee

A loan servicing fee of up to one percent (1%) shall be added to the cost of the CRLF loan. Fees shall be predicated on local market conditions and commensurate to risk to the CRLF.

2. Interest

A. Unless otherwise dictated by the funding source, (see sections EDA – 8.1~~89~~.4; CDBG – 8.1~~920~~.54; CERF – 8.2~~01~~.54) the interest rate to be charged on City of Columbia CRLF loans shall be set at one percent (1%) below the current money center prime rate quoted in the *Wall Street Journal*. This rate will change from time to time with changes in the prime rate. These changes will be reflected in the City's rate of interest on the last day of the month in which the change in prime rate occurs.

B. In no event shall the interest rate charged be less than three percent (3%) annually nor shall it be greater than the maximum interest allowed under state law. Adjustable interest rates and balloon/call provisions may be utilized.

3. Terms

Terms for repayment of loans may vary, but standard terms for repayment shall be as follows:

- A. Equipment: 7 to 10 years;
- B. Land and building: up to 25 years
- C. Inventory: up to 3 years
- D. Working Capital: up to 2 years
- E. Leasehold Improvements: up to 25 years
- F. All loans will have five (5) year balloon/call features

4. Limits

The city's maximum loan shall not exceed \$200,000 for EDA funded loans and \$100,000 for loans from all other funding sources.

The CRLF committee reserves the right to adjust the fees, interest, terms and limits when deemed necessary to carry out the goals of the commercial revolving loan fund program, however all federal requirements for lending programs must be met.

8.8 LOAN REVIEW COMMITTEE

The CRLF Committee shall consist of seven (7) members who shall assume responsibility for final approval of loan applications. The CRLF committee will be comprised of (1) one attorney with business or corporate expertise, (2) a licensed commercial contractor, (3-4) two small business persons (of which one may represent a small business development agency or a non-profit business), (5) a local bank representative, (6) a ~~senior staff/administration member~~ Assistant City Manager with the City of Columbia and (7) the Community Development Director with the City of Columbia. Individuals for these positions will be appointed by city council for two (2) year terms. City staff/administration members on the committee must not be the direct or indirect supervisor of the city staff presenting loans for approval.

The CRLF Committee is authorized to do the following:

1. Approve/deny all loan requests;
2. Approve/deny loan modifications recommended by staff;
3. Approve/deny subordination requests that would change the City's collateral position on an active loan;
4. Approve/deny referrals for legal action on defaulted loans;
5. Review policies and procedures which apply to CRLF funds; and
6. Review quarterly portfolio reports provided by staff.

In determining whether a loan request should be approved or denied, the CRLF committee is to consider the underwriting guidelines established under Section 8.10.

Only the CRLF committee can reverse its decisions to approve or deny loan requests, modifications, and referrals for legal action.

The CRLF committee is a public body and is subject to the Freedom of Information Act. Any scheduled meeting convening a quorum of the membership, whether corporal or by electronic means (including a telephone conference) is subject to FOIA.

8.9 APPLICATION PROCEDURES

1. An application form and all required supporting documentation must be submitted prior to a loan request being analyzed by City staff.
2. Loan Applications must include the following to be considered complete:
 - a. Business Financial statements for the past three (3) years and interim statements for the current year submitted by an applicant showing the applicable date of the information given, and signed and certified by the applicant or his accountant. The COC may require an audited statement.

- b. Personal financial statements for all principals of the business.
 - c. Federal Tax Returns for the past three (3) years and interim statements for the current year must be submitted for all existing businesses.
 - d. If an Applicant does not have three (3) years of tax returns or financial statements, the COC shall require personal tax returns of the principals in the business
 - e. Three most recent months of bank statements for the business or for start-up businesses with no bank history, three most recent months of statements for all principals of the business.
 - f. A detailed projection of earnings for the next three (3) years must be submitted by the applicant.
 - g. Incorporation documentation for incorporated businesses.
 - h. Verification of current number of employees.
3. After a completed application has been submitted, the loan officer will review the file to ensure it meets all minimum underwriting criteria and present to the CRLF committee for approval within sixty (60) days.
4. Applicants are required to attend CRLF committee meetings when their application is being reviewed.
5. Applicants will be informed of their approval/denial status within seven (7) business days of the committee's decision.

8.10 UNDERWRITING CRITERIA (CONSIDERATION AND REVIEW OF APPLICATIONS)

Before submitting an Application Package to the CRLF Committee, City staff will review the package for the following underwriting criteria.

- 1. Adequate assurances are given that the loan can be repaid pursuant to proper terms and conditions based on review of financial statements and analysis of cash flow.
- 2. Adequate assurance that the loan is to accomplish an improvement which is warranted in light of current market conditions and an analysis of past performance and future projections.
- 3. The applicant must obtain a minimum private commitment of 10% (or higher as required by the applicable funding source-CDBG section 8.1920.3; EDA section 8.189.3; CERF section 8.204.3) of the total project costs, where required. City of Columbia grants cannot be used to meet an applicant's minimum equity investment.
- 4. Each loan must create or retain one job per \$35,000 borrowed. Each applicant must certify that all jobs to be created will be filled as proposed in the loan application and/or all jobs being retained would be lost to the business within two (2) years without public support.

5. The applicant's credit, capacity and collateral is adequate.
 - a. Borrowers should have a debt coverage ratio of 1.0-1.15 and above.
 - b. Applicants must show evidence of adequate and acceptable collateral sufficient to provide a legitimate secondary repayment source through the life of the loan.
 - i. Collateral should have a maximum loan to value ratio of:
 - (a) 50-75% for inventory, equipment and receivables and
 - (b) 80% for real estate
 - (c) The ratio for the loan value to the collateral needed shall be determined by staff.
 - ii. The City may take a subordinate position to other lenders.
 - iii. Collateral is required on all loans above \$10,000. Loans under \$10,000 may be approved with proper personal guarantees (and UCCs if applicable) to satisfy collateral requirements.
 - iv. Any subordination agreements occurring after loan closing may be executed by City staff unless the result would change the City's position to a lesser position, in which case loan committee approval is required. The CRLF Committee will be notified of any subordination executed.
6. The business data provided by the application shows the business as solvent, efficient and or profitable.
7. The applicant demonstrates adequate funding to complete the proposed improvement project.
8. The proposed improvements meet any applicable federal guidelines. It is the responsibility of city staff to ensure that all improvements funded with federal funds meet the appropriate federal guidelines prior to awarding funds.
9. No conflicts of interest or perceived conflicts of interest exist preventing award.
10. Preference will be shown to applicants included in one or more of the following classifications:
 - a. minority-owned small businesses;
 - b. women-owned small-businesses;
 - c. commercial and/or business activities which have a significant economic benefit;
 - d. acquisition and renovation of older buildings in a target area;
 - e. businesses involving new technology; and
 - f. applicants with high job and private to public dollar leveraging ratios

After staff's analysis the underwriting criteria, all eligible completed Application Packages shall be submitted to the loan review committee for consideration.

8.11 LOAN CLOSING REQUIREMENTS AND MONITORING

1. Personal guarantees are required on all loans in addition to any other collateral requirements determined by the CRLF committee.
2. The City shall record UCC's for equipment, furniture and fixtures financed and/or used as collateral.
3. City staff should insure that all loans are protected through adequate insurance coverage.

A. Key man insurance (an insurance policy taken out by a business to compensate that business for financial losses that would arise from the death or extended incapacity of an important member of the business) may be required under the following circumstances:

1. The business is a sole proprietorship with no succession plan.
 2. The loan amount is greater than \$50,000.
 3. There is no real estate used as collateral for the loan.
4. It is the responsibility of the City staff to collect financial statements and tax documents throughout the life of the loan as well as to inspect all collateral. It is the responsibility of the borrower to provide all requested information as part of the terms of the loan.
 5. The city CRLF staff shall have the right to inspect, at reasonable hours, any facilities, equipment, premises, books, and records pertaining to the processing of a loan application or in the administration of a loan granted to the business under this program.
 6. The City staff is to monitor job creation and/or retention for three (3) years from the closing date of a loan.

8.12 REPORTING

A semi-annual report will be completed in July and January of every year and presented to City Council as public record of the performance and management of the fund.

8.13 DELINQUENCY AND DEFAULT

Delinquency is defined as:

- A. past due – up to 30 days late,
- B. seriously delinquent – from 30 to 90 days late; and
- C. Default – over 90 days late.

1. Past due loans will be monitored by the Loan Servicing Agent, if applicable, and/or City staff and borrowers will be contacted to collect payment.

2. If a borrower should become seriously delinquent, the following actions may be taken, with the approval of the CRLF Committee:
 - a. to postpone, defer or otherwise modify the loan terms for a specified work-out period;
 - b. cancel all or a portion of the debt in consideration of borrower's transfer of collateral to the lender in lieu of foreclosure.
3. Loans more than 90 days past due are in default. In cases where it is determined that funds cannot be collected, foreclosure action may be initiated with the approval of the CRLF committee. Should the CRLF committee decide to recommend legal action, case files should be transferred to the legal department who will take appropriate action in conjunction with the private lenders or the city manager who may specify other possible action.

8.14 LOAN SERVICING

1. Subsequent to approval and commitment, CRLF staff will coordinate loan closing with the ~~other participating private~~ lender, borrower, and closing attorney. A document file will be established by CRLF staff when the loan is booked in by accounting. Receipt of post-closing documentation and periodic submission of financial statements will be monitored by CRLF staff. Borrower will be responsible for full compliance with terms, provisions and conditions contained within the loan documents.

CRLF loans will be of three (3) types with regards to servicing responsibilities:

- a. A joint loan made in concert with a private lender (lead lender) where the lead lender services the loan and periodically remits to the city its participant's share of monies collected.
- b. A separate city loan funded by CRLF and underwritten in concert with and related to the loan of the leads lender but independently evidenced and secured. In this instance, the city's loan will be serviced by the lead lender or a loan servicing agent selected by the city.
- c. All loans not serviced by the lead lender or a loan servicing agent selected by the City will be serviced by City staff.

8.15 INSPECTION OF PREMISES AND RECORDS

1. Subsequent to approval and commitment, city staff will coordinate loan closing with the private ~~or public~~ lender where applicable, borrower and closing attorney. Receipt of post-closing documentation and periodic submission of financial statements will be monitored by City staff. Borrower will be responsible for full compliance with terms, provisions and conditions contained with the loan documents.
2. The City staff, or its servicing agent, shall have the right to inspect at reasonable hours any facilities, equipment, premises, books, and records pertaining to the processing of a loan granted to the business under this program.

8.16 PRIVACY PROTECTION POLICY

City staff collects sensitive information from businesses and individuals and must comply with city and federal privacy regulations. All loan files must be secure to maximize maintenance of privacy. In the event of a Freedom of Information Request, personal financial information and trade secrets may not be publicly disclosed.

8.17 PORTFOLIO GOALS AND PERFORMANCE

1. The CRLF as a whole should create or retain one job per \$15,000 borrowed.
2. Working capital loans shall be initially limited to thirty percent (30%) of the total Commercial Revolving Loan Fund Program's portfolio
3. A goal of 40% minority participation in the initial CRLF was established at the request of EDA. The City of Columbia will continue to commit to this goal with all loan funds governed by this code. The percentage may be determined by the amount of funds committed.
4. A goal of 35% women-owned businesses participation shall also apply.
5. Loans for start-up businesses shall be limited to thirty percent (30%) of the total Commercial Revolving Loan Fund Program's portfolio

8.18 ECONOMIC DEVELOPMENT ADMINISTRATION (EDA) FUNDS THROUGH THE DEPARTMENT OF COMMERCE

1. Specific EDA RLF Requirements

a. Use of [EDA RLF Cash Available for Lending Capital](#). The City must use [EDA RLF Cash Available for Lending Capital](#) for the purpose of making loans that are consistent with an approved Revolving Loan Fund Plan (RLF) or such other purposes approved by the EDA. To ensure that grant funds are used as intended, each loan agreement must clearly state the purpose of each loan. (See 13 C.F.R. § 307.17(a).)

b. Bank Participation. This fund requires bank participation. A letter of credit must be submitted with the loan application.

c. Restriction on Use of [EDA RLF Cash Available for Lending Capital](#). In addition to City of Columbia ineligible uses, [EDA RLF Cash Available for Lending Capital](#) shall not be used to:

i. Provide for borrowers' required equity contributions under other Federal Agencies' loan programs;

ii. Enable borrowers to acquire an interest in a business, either through the purchase of stock or through the acquisition of assets, unless sufficient justification is provided in the loan documentation. Sufficient justification may include acquiring a business to save it from imminent closure or to acquire a business to facilitate a significant expansion or increase in investment with a significant increase in jobs. The potential economic benefits must be clearly consistent with the strategic objective of the [EDA](#) RLF;

iii. Provide [EDA](#) RLF loans to a borrower for the purpose of investing in interest bearing accounts, certificates of deposit or any investments unrelated to the RLF;

iv. Refinance existing debt, unless:

~~-(a) The City sufficiently documents in the loans documentation a "sound economic justification" for the refinancing (e.g. the refinancing will support additional capital investment intended to increase business activities); or~~

~~(b) The EDA RLF Cash Available for Lending will finance the purchase of the rights of a prior lien holder during a foreclosure action which is necessary to preclude a significant loss on an EDA RLF loan. EDA RLF funds may be used for this purpose only if there is a high probability of receiving compensation from the sale of assets sufficient to cover an EDA RLF's costs plus a reasonable portion of the outstanding EDA RLF loan within a reasonable timeframe approved by EDA following the date of refinancing.~~

2. Loan Amount. The maximum loan amount is \$200,000.

3. ~~Leverage Private Commitment~~ Requirement for each loan. [EDA](#) RLF awards cannot exceed 50% of the total project cost (a minimum of 50% of the total project cost required to be from other non-RLF sources). The [EDA](#) RLF loans ~~funded by EDA require encourage~~ a 24 to-1 ~~non-RLF private to public~~ match.

4. Interest Rates. The minimum interest rate the City may charge pursuant to EDA guidelines is four (4) percentage points below the lesser of the current Money Center Prime Interest Rate quoted in the Wall Street Journal or the maximum interest rate allowable under state law. In no event shall the interest rate be less than the lesser of four (4) percentage points or seventy-five percent (75%) of the prime interest rate quoted in the Wall Street Journal.

5. Leveraging of [EDA](#) RLF Portfolio. [EDA](#) RLF loans must be used to leverage ~~additional private~~ investment of at least two dollars for every dollar of such [EDA](#) RLF loans. This leveraging requirement applies to the [EDA](#) RLF portfolio as a whole rather than to individual loans and is effective for the duration of the [EDA](#) RLF's operation. To be classified as leveraged, ~~additional private~~ investment must be made within twelve (12) months prior to

approval of an [EDA](#) RLF loan, as part of the same business development project, and may include:

- a. capital invested by the borrower or others;
- b. ~~F~~financing from private entities; ~~or~~
- c. the non-guaranteed portion and ninety (90) percent of the guaranteed portions ~~of US Small Business Administration's 7 (a) loans and 504 Debenture loans; of any Federal loan; or~~
- d. loans from other state and local lending programs.

Private investments shall not include accrued equity in a borrower's assets.

6. A goal of 40% minority participation in the initial CRLF was established at the request of EDA. The City of Columbia will continue to commit to this goal with all loan funds governed by this code. The percentage may be determined by the amount of funds committed.

8.19 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS

The City of Columbia may from time to time allocate additional Community Development Block Grant (CDBG) dollars for revolving loan fund use.

1. Specific CDBG requirements

A. Eligible activity: All projects must be an eligible activity per HUD regulations (Title 24 Section 570.201-202). Examples of eligible activities include, but are not limited to: acquisition, code enforcement, commercial rehabilitation, technical assistance, planning, micro-enterprise development, and special economic development.

B. National Objective: All projects must also meet one of HUD's national objectives: (a) benefit to low/moderate income persons, (b) eliminate/prevent slum or blight, or (c) urgent community need. If a project is located within a designated empowerment zone or eligible census tract there is a presumption of meeting the low/moderate income benefit standard.

C. Public Benefit: If a project is designated as special economic development, in addition to being an eligible activity meeting a national objective, it must also meet HUD's public benefit standards.

2. The maximum loan amount shall be \$100,000. The CRLF committee may adjust this limit in keeping with the requirements of the funding source.

3. A minimum equity investment of 10% by the borrower is required.

4. Interest Rate: See Section 8.7(2).

8.20 COLUMBIA ECONOMIC RENAISSANCE FUND (CERF).

1. Specific CERF requirements: This fund is capitalized with general fund dollars. Bank participation is not required; however, it is encouraged.

A. Eligible applicants and uses: Developers, including City of Columbia development corporations and businesses owners are eligible to apply for funding based on the eligible activities listed below:

i. Developers and development corporations: property acquisition and pre-construction costs.

ii. Business owners: property acquisition, construction, business expansion, and other activities related to economic development.

2. The maximum loan shall be \$100,000 for any one project. However, the CRLF committee may adjust this limit based on available funding.

3. A minimum equity investment of 10% by the borrower is required.

4. Interest Rate: See Section 8.7(2).

A. Loans may have an interest only component.

5. Development and rehabilitation projects must be complete within two (2) years of closing.

8.21 CONFLICT OF INTEREST

1. Any interested parties, including City officials, OBO employees, commercial revolving loan fund committee members and any other parties that advise, approve, recommend or otherwise participate in business decisions of the commercial revolving loan fund committee, may not receive any direct or indirect financial or personal benefits in connection with the approval and awarding of a loan. These financial interests may include employment, as an employee or through contractual services, stock ownership, a creditor or debtor relationship or prospective employment, with the organization selected or to be selected for an award.

2. An interested party may not use their position for a purpose that constitutes or presents the appearance of personal or organizational conflicts of interest or of personal gain. An appearance of impairment of objectivity could result from an organizational conflict where, because of other activities or relationships with other persons or entities, a person is unable or potentially unable to render impartial assistance or advice.

3. When a conflict of interest or perceived conflict of interest arises the following safeguards will be implemented to assure that the integrity of the loan award decision is not compromised.

a. Any staff or committee member aware of any conflict of interest, or perceived conflict of interest, has a duty to disclose the conflict to the CRLF chair and/OBO director. Such conflict of interest shall be disclosed in writing and presented to city staff for dissemination to the CRLF and the City Manager.

b. Failure to disclose a conflict of interest can result in removal from the CRLF Committee. Committee members that fail to disclose a conflict of interest resulting in a determination of conflict of interest from the federal funding source and a requirement that the funds be repaid may be liable for any funds awarded under the code that are deemed ineligible or must be returned to any agency as a result of the conflict

c. When a conflict of interest or perceived conflict of interest arises, the commercial revolving loan committee may not loan funds to an interested party.

d. If an interested party has, or has had a business relationship with a CRLF loan applicant within a year of the application, they will not be permitted to participate in the loan application review and must recuse themselves from the decision-making process when the loan is funded with City or CDBG dollars.

e. If the City of Columbia has a financial interest, either directly or indirectly in an applicant's project, any CRLF committee members who are city employees must recuse themselves from the decision-making process to avoid any appearance of organizational conflict of interest.

4. A business in which a city employee has an ownership interest is eligible to apply for commercial revolving loan funds, so long as none of the conflicts of interest above, or designated by federal guidelines, apply.

5. The City and the CRLF committee members must comply with all additional federal conflict of interest provisions that may apply.



We Are Columbia

MEETING DATE: October 16, 2018

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

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

PURPOSE: Employee Health Center
Lower Richland Sewer Agreement
Towing Contract
Soda City
19/20 CDBG Allocation
Alvin S. Glenn Detention Center
River Alliance

FINANCIAL IMPACT:



We Are Columbia

MEETING DATE: October 16, 2018

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

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

PURPOSE: Jushi
Parking

FINANCIAL IMPACT:



We Are Columbia

MEETING DATE: October 16, 2018

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Receipt of legal advice relating to a pending, threatened or potential claim pursuant to S. C. Code

PURPOSE: Tameka Price v. City
Len Roberson v. City
Clarence Campbell and Alice Campbell v. City

FINANCIAL IMPACT:



We Are Columbia

MEETING DATE: October 16, 2018

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Council is asked to approve the September 18, 2018 City Council Meeting Minutes.

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** MN_09_18_2018_D (PDF)



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, SEPTEMBER 18, 2018**

WORK SESSION - 2:00 P.M.

The Columbia City Council met for a Work Session on Tuesday, September 18, 2018 at City Hall, 1737 Main Street, Columbia, SC 29201. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 2:13 p.m. and the following members of Council were present: The Honorable Sam Davis, The Honorable Tameika Isaac Devine, The Honorable Howard E. Duvall, Jr., The Honorable Edward H. McDowell, Jr., and The Honorable Daniel J. Rickenmann. The Honorable Moe Baddourah was absent. Also present was Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

INVOCATION

Ms. Teresa Wilson, City Manager asked that we offer Ms. Amanda Nelson-Bedenbaugh's family our condolences. Ms. Bedenbaugh worked for twelve years as an accounts manager for the City of Columbia. She will be deeply missed.

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

CITY COUNCIL DISCUSSION

1. Columbia Fireflies Military Hero Recognition - The Honorable Mayor Stephen K. Benjamin

Ms. Abby Naas, Vice President of Marketing and Public Relations for the Columbia Fireflies said in May 2018, we partnered with AllSouth Federal Credit Union to recognize twenty-three military heroes within the community. Each person received team baseball cards and today, we want to present Mr. Jack Van Loan with a personalized military baseball card and gift bag.

Mayor Benjamin thanked the Columbia Fireflies for the recognition. Jack Van Loan has been a sacrosanct to the City and he will be for many years to come.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, SEPTEMBER 18, 2018**

2. Columbia Compass: Envision 2036 - Ms. Krista Hampton, Director of Planning and Development Services

Ms. Leigh DeForth, Planning and Development Services Planner said the City of Columbia was the first planned City using a compass and the Compass Envision 2036 lines up with the Envision Columbia vision statement. She said 2036 represents the City's 250th Anniversary. The ten-year comprehensive plan are goals, objectives, opportunities, policies, strategies, programs, and projects that will enable the City to achieve its vision for the future.

Councilor Rickenmann asked about a draft copy of the comprehensive plan.

Ms. Leigh DeForth, Planning and Development Services Planner said a draft copy will be available Summer 2019; however, the existing plan adopted in 2008 is available. As we move forward with Columbia Compass Envision 2036, the planning commission will help with the systematic preparation, re-evaluation and updating elements to help guide with the development and redevelopment of area jurisdictions. She presented the nine elements of the comprehensive plan: population, natural resources, land use, transportation, housing, community facilities, cultural resources, economic development, and prior investment.

Mayor Benjamin asked about having control over plan elements.

Ms. Leigh DeForth, Planning and Development Services Planner said we are only in the information gathering stage. We will look more into element control as we continue developing the plan.

Mr. John Fellows, Planning Administrator explained the comprehensive plan planning process, which includes inventory of existing conditions, a state of needs and goals, and time implementation strategies. Our goals include providing community outreach, engaging city staff, providing a usable plan, and obtaining achievable strategies.

Councilor Davis asked to be involved in the process. He suggested partnering with different neighborhoods to conduct meetings.

Mr. John Fellows, Planning Administrator agreed to work with neighborhood presidents to schedule community meetings.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, SEPTEMBER 18, 2018**

EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to enter into Executive Session at 6:07 p.m. for the discussion of Item 3 as amended to include the following:

- Add the discussion of *Incentive Criteria* to Item 3
 - Add the discussion of negotiations incident to proposed contractual arrangements pursuant to S. C. Code §30-4-70(a)(2)
 - *Automated Meter Infrastructure Project Update*
 - Add the receipt of legal advice relating to a pending, threatened or potential claim - S.C. Code §30-4-70(a)
 - *Thomas v. City of Columbia*
 - *Thompson v. City of Columbia*
 - *City of Columbia v. Pallares*
 - Add the receipt of legal advice for matters covered by attorney-client privilege
 - *Neighborhood Ditches*
3. Discussion of matters relating to proposed location or expansion of services to encourage location or expansion of industries or other businesses pursuant to S.C. Code §30-4-70(a)(2)
- *Parking Incentive Resolution*

COUNCIL MEETING - 6:00 P.M.

The Columbia City Council conducted a Council Meeting on Tuesday, September 18, 2018 at City Hall, 1737 Main Street, Columbia, SC 29201. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 6:07 p.m. and the following members of Council were present: The Honorable Sam Davis, The Honorable Tameika Isaac Devine, The Honorable Howard E. Duvall, Jr., The Honorable Edward H. McDowell, Jr., and The Honorable Daniel J. Rickenmann. The Honorable Moe Baddourah was absent. Also present was Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, SEPTEMBER 18, 2018**

PLEDGE OF ALLEGIANCE

INVOCATION

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

ADOPTION OF THE AGENDA

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to adopt the agenda, as presented.

PUBLIC INPUT RELATED TO AGENDA ITEMS

No one appeared at this time.

APPROVAL OF MINUTES

4. Council is asked to approve the August 14, 2018 Meeting Minutes.

Upon a motion made by Mr. McDowell and seconded by Mr. Rickenmann, Council voted unanimously approve the August 14, 2018 Meeting Minutes.

CONSENT AGENDA ITEMS 5 THROUGH 17

Upon a single motion made by Mr. Davis and seconded by Mr. Duvall, Council voted unanimously to approve the **Consent Agenda Items 5 through 17**.

5. Council is asked to approve the Purchase of Furniture for the new location of Water Customer Service, as requested by Columbia Water. Award to Connecting Elements, a certified Local Business Enterprise using the SC State Contract in the amount of \$72,312.74. This vendor is located in Columbia, SC. *Funding Source: Customer Service - Small Office Furniture; 5511407-621010. The original budgeted amount is \$72,312.74 – Approved*



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, SEPTEMBER 18, 2018**

6. Council is asked to approve a Contract Renewal for Emergency Notification System Services for Fiscal Year 2018/2019, as requested by Columbia-Richland 911 Communications. Award to Everbridge Systems in the amount of \$75,500.00. This firm is located in Columbia, SC. *Funding Source: City Account: 1012701-638200 (\$37,750) and County Account: 2082702-638200 (\$37,750). The original budgeted amount is \$75,500.00. – Approved*
7. Council is asked to approve a Professional Services Agreement to Advise, Amplify and Advocate for Strengthening and Unifying the Arts and History Community. Award to One Columbia for Arts and History in the amount of \$83,800.00. This firm is located in Columbia, SC. *Funding Source: - General Fund 2035205-688200 and 2124312-688200. The original budgeted amount is \$83,800.00. – Approved*
8. Council is asked to approve a Contract Extension for Morning Pride Bunker Gear by Honeywell, as requested by the Fire Department. Award to Newton's Fire and Safety Equipment, Inc., in an amount not to exceed \$407,268.00. This vendor is located in Graham, NC. *Funding Source: Fire Administration - County - Safety Clothing and Supplies 2082301-625900 and GL1012303-625900 - The original budget amount is \$410,000. – Approved*
9. Council is asked to approve the Purchase of MSA Self-Contained Breathing Apparatus G1 Air Packs, Cylinders, and Masks, as requested by the Columbia Fire Department. Award to Newton's Fire & Safety Equipment, Inc., as a Sole Source in the amount of \$1,399,977.00. This vendor is located in Swepsonville, NC. *Funding Source: General Capital Projects – SCBA Replacement – Machinery & Equipment Capital; 4039999-CP108103-658300 - The original budget amount is \$1,399,977.00. – Approved*
10. Council is asked to approve an Agreement for Phase II of Project SS7274; Sanitary Sewer Extension at Richard Street and Clement Road, as requested by Columbia Water. Award to 4D Engineering, a Minority Business Enterprise (Woman) in the amount of \$155,220.00. This firm is located in Lexington, SC. *Funding Source: 5529999-SS727402-658650 Water & Sewer Capital Projects – Richard St. Phase II – Capital Project Costs. The original budgeted amount is \$155,220.00. – Approved*
This is a Clean Water 2020 Program Project and a Protégé Led Project. 4D Engineering is the Protégé and will provide 91% (\$141,220) of the contract value.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, SEPTEMBER 18, 2018**

The following sub-consultants will provide additional services:

GEL Engineering of Lexington, SC will provide 4.8 % (\$7,500.00) of the contract value.

ECS Limited of Lexington, SC will provide 4.2% (\$6,500.00). of the contract value.

11. Council is asked to approve a Professional Services Agreement for Project SS7449; Olympia Sanitary Sewer Extension, as requested by Columbia Water. Award to Thomas & Hutton in an amount not to exceed \$234,150.00. This firm is located in Columbia, SC. *The Funding Source for this Agreement is from Capital Outlay identified as 5529999-SS733801-658650. The original budgeted amount is \$250,000.00. – Approved*

This is a Mentor Protégé Program Project. OLH Inc., a Minority Business Enterprise (Woman) of Columbia, SC is the Protégé and will provide engineering services at 20.1% (\$47,200.00) of the contract value.

The following sub-consultants will provide additional services:

Terracon Consulting Engineers of Columbia, SC will provide engineering/construction testing services at 3.8% (\$9,000.00) of the contract value (included in Protégé amount).

GEL Geophysics, LLC of Charleston, SC will provide subsurface utility engineering testing services at 3.2% (\$7,500.00) of the contract value.

Michael Baker International of Columbia, SC will provide construction observation services at 16.9% (\$39,800.00) of the contract value.



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12. Council is asked to approve Contract Extensions to Purchase Additional Water Meters, as requested by Columbia Water. Awarded to the lowest responsive bidder of each lot for a total amount of \$533,732.86. *Funding Source: Water Distribution & Maintenance - Meters, Parts, and Supplies 5516203 - 625600. The original budgeted amount is \$533,732.86. – Approved*

Lots	Vendors / Locations	Amounts
1- 5/8" X 3/4" & 1" Water Meters Displacement Type	Mueller Systems, LLC (Cleveland, NC)	\$169,150.00
2- 1 1/2" & 2" Water Meters Displacement Type	Badger Meter, Inc. (Milwaukee, WI)	\$75,586.50
3- 4", 6", 8", & 10" Fire Service Protector Meters Combination Type	Mueller Systems, LLC (Cleveland, NC)	\$249,462.36
	SC Sales Tax	\$39,534.00
	Total	\$533,732.86

13. Council is asked to approve Contract Extensions for Chemicals at the Canal and Lake Murray Water Treatment Plants, as requested by Columbia Water. Award to the lowest bidder of each lot for an amount not to exceed \$ 699,000.00. *Funding Sources: Utilities Lake Murray WTP- Chemicals: 5516207-624800, Utilities Columbia Canal WTP- Chemicals: 5516206-624800, The original budgeted amount is \$699,000.00. – Approved*

Water Treatment Plant Chemicals	Location	Vendor/Locations	Amount	Requisition Number
Aluminum Sulfate	Lake Murray	Chemtrade Chemicals US, LLC (Parispany, NY)	\$417,000.00	R191424
Caustic Soda	Lake Murray	JCI Jones Chemicals INC (Charlotte, NC)	\$136,000.00	R191417
Anhydrous Ammonia	Lake Murray	Tanner Industries (South Hampton, PA)	\$64,000.00	R191464
Anhydrous Ammonia	Canal	Tanner Industries (South Hampton, PA)	\$82,000.00	R191432
Canal/Lake Murray Water Treatment Plant Chemicals total:			\$699,000.00	

14. Council is asked to approve the continuation of Hydraulic Modeling Recalibration Services, as requested by Columbia Water. Award to Hazen and Sawyer, as a Sole Source in an amount of \$800,000.00. This firm is located in Charlotte, NC. *Funding Source: Engineering- Spc Contracts W/S SW; 5511706-638305.SS7485. The original budgeted amount \$800,000.00. – Approved*
This is a Clean Water 2020 Program Project.



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15. Council is asked to approve an Agreement for Project SS7464; Sewer System Evaluation Survey and Sewer Rehabilitation Implementation at Crane Creek 02 and 04, as requested by Columbia Water. Award to Hazen and Sawyer in the amount of \$1,628,900.00. This firm is located in Columbia, SC. *Funding Source: 5529999-SS746401-658650 Water & Sewer Capital Projects – Crane Creek 01 and 04 SSES -Capital Project Costs. The original budgeted amount is \$1,628,900.00. – Approved*

This is a Clean Water 2020 Program Project and a Mentor Protégé Program Project. The Mentor will provide guidance regarding formatting, organization and the review of field inspection data. The Mentor and Protégé will also be responsible for QA/QC, review of rehabilitation plans, and data management services at 52% (\$849,285.00) of the contract value. Palmetto Consulting Engineering Group, Inc., a Minority Business Enterprise (Woman) of Irmo, SC is the Protégé and will provide manhole survey, manhole assessment and certification program, data management, and construction inspection services at 20.1% (\$327,500.00) of the contract value.

The following sub-consultants will provide additional services:

Bio-Nomic Services, Inc., a Minority Business Enterprise (Woman) of Charlotte, NC will provide closed circuit television, zoom camera, dye water testing, and PACP services at 19.1% (\$311,300) of the contract value.

Frazier Engineering P.A., of Stanley, NC will provide manhole scans and smoke testing at 5.4% (\$88,000) of the contract value.

Vaughn & Melton of North Charleston, SC will provide manhole survey services at 3.2% (\$52,815) of the contract value.

16. Ordinance No.: 2018-005 - Granting an Easement to South Carolina Electric and Gas Company (SCE&G) along a Portion of City-Owned Property Identified as 1900 Calhoun Street, Richland County TMS#11404-05-01 for Relocation of a Transmission Line for the Bull Street Development Project; CF#250-426 - *First reading approval was given on September 4, 2018. – Approved on second reading.*



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17. Ordinance No.: 2018-040 - Granting an encroachment to Sandra B. McGuckin and Lawrence Page McGuckin for installation and maintenance of landscaping, an irrigation system and a pervious paver parking pad within the right of way area of the 2000 block of Wheat Street adjacent to 500 Congaree Avenue, Richland County TMS# 11312-13-11 - *First reading approval was given on September 4, 2018. – Approved on second reading.*

CONSIDERATION OF BIDS AND AGREEMENTS

Upon a motion made by Mr. Duvall and seconded by Ms. Devine, Council voted unanimously to approve **Items 18 and 19.**

18. Council is asked to approve an Economic Development Grant Agreement for establishment of the CITY GRIT Workforce Development and Culinary Training Program, as requested by the Office of Economic Development. Award to Smallsugar, LLC in an amount not to exceed \$50,000.00. This firm is located in Columbia, SC. *Funding Source: ED Special Allocation 5511301-638508 - The original budgeted amount is \$50,000.00. The program will provide culinary training and skills development for underprivileged and non-college bound youth in the City. – Approved*
19. Council is asked to approve an Economic Development Grant Agreement for the Establishment of an Advanced Technology Delivery Center, as requested by the Office of Economic Development. Award to Capgemini US, LLC in an amount not to exceed \$50,000.00. This firm is located in Columbia, SC. *Funding Source: ED Special Allocation 5511301-638508 - The original budgeted amount is \$50,000.00. – Approved*

PRESENTATIONS

Ms. Teresa Wilson, City Manager thanked the City Staff for their hard work and diligence during Hurricane Florence. Our emergency operations team worked together seamlessly and we have received multiple expressions of thanks for the responsiveness from all departments. Each team member was willing to worked around the clock to ensure our citizens were informed, safe, and connected to City services. Columbia is truly fortunate to have such a dynamic group of professionals and subject matter experts. As a City Manager, I am proud and honored to lead this phenomenal group of public servants. Also, this City has the advantage of having great leaders. Thank you, Mayor Benjamin and City Council members for participating in the press conferences and for being ambassadors to the community by sharing information. We appreciate your support. We were blessed that our City was not severely impacted; however, the City of Columbia forces stand ready to help our fellow cities and communities in South Carolina and North Carolina that



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were critically impacted by Hurricane Florence. We have been communicating with SC Emergency Management officials. We encourage our citizens to visit our website at www.columbiasc.gov to learn more on ways to donate or to assist in volunteering.

Mayor Benjamin thanked staff for working with other local governments during Hurricane Florence. We were fortunate to not have been impacted as other cities; however, we were humanly ready to assist. I am truly proud of the level of willingness our staff displayed with helping our sister cities that were critically impacted by this storm.

Councilor Duvall thanked staff for providing the tools necessary for the Town of Cheraw to access a water source that gave them the capacity for domestic water. Today, we have released two pumps that will allow them to put their plant back in operation for industrial customers.

20. Recognition of Mr. Ronnie Lee, Lead Equipment Operator as the September 2018 Employee of the Month - Mr. Robert Anderson, Director of Public Works

Mr. John Hooks, Solid Waste Superintendent said Mr. Ronnie Lee is one of our most reliable operators. On a daily basis, he always finishes his routes and is willing to assist others with their routes. Mr. Lee works well independently and he displays awesome customer service to our citizens. He is responsible for operating and maintaining a vehicle that cost the City \$250,000 and he takes great pride in his job as a safe driver. His dedication to the City of Columbia and his coworkers has gained great respect to the Solid Waste Division.

Ms. Gloria Saeed, Director of Community Development said Mr. Lee participated in the TN Development Corporation's Work it up Job Training Program. Through the program, he received his CDL through a grant provided by Midlands Technical College Quick Jobs Training Program. We are so proud of all of his accomplishments.

Mayor Benjamin and City Manager Teresa Wilson presented Mr. Ronnie Lee, Lead Equipment Operator with a plaque and a token of appreciation for being selected as the City of Columbia September 2018 Employee of the Month.

21. Suicide Prevention Awareness Day - The Honorable Mayor Stephen K. Benjamin

Dr. Ricky Brannon, Vice President of the Learning Disabilities Association of South Carolina Board of Directors encouraged suicidal citizens to join two major resource organizations for mental illness, which are the National Alliance on Mental Illness and the SC Learning Disability Association.



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Mayor Benjamin and the members of City Council proclaimed September 2018 as Suicide Prevention Awareness Month in the City of Columbia.

22. Update from the USC Student Government - Mr. Taylor Wright, President of the University of South Carolina Student Government

Mr. Taylor Wright, President of the University of South Carolina Student Government presented the student government's goals for improving the quality of student experience, promoting inclusion and equity, encouraging student involvement in the community, advocating for affordability, accessibility and transparency, and providing opportunities for student leadership development.

Ms. Janel Moore, Director of the City Advocacy Commission for USC Student Government and Mr. Robbie Anderson, Deputy Director of City Advocacy Commission for USC Government presented a new initiative for student advocacy and city lobbying. The main goal is forging long-lasting connections between the University and City by having a direct point of contact from USC on the team.

Mayor Benjamin thanked Mr. Wright, Ms. Moore and Mr. Anderson for the presentation. In our Work Session today, we talked about a 20-year comprehensive planning process and we would love for you to be an integral part of all future discussions. We look forward to your active and constant engagement.

23. Food Policy Committee Update to Council - Mr. John Newman and Ms. Amy Weaver, Co-Chairs of the Food Policy Committee

Ms. Amy Weaver, Co-chair of the Food Policy Committee gave an update on the food policy committee. We have a diverse committee of farmers, chefs and food workers, educators and nutritionists, public health professionals, food distributors, social workers, planning and advocacy professionals.

Mr. John Newman, Co-chair of the Food Policy Committee said the purpose of this committee is to advise City staff, City Council members, and community organizations and partners on food policy-related issues including recommending and advocating for policies and initiatives to promote a sustainable, financially-viable local food system for the Midlands by providing healthy food for citizens.



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Ms. Amy Weaver, Co-chair of the Food Policy Committee said the subcommittees area of focus includes food equity, evaluation/research, marketing and communications, procurement, and zoning and land use. She reported on the three community gatherings that reached nearly 200 residents.

Mr. John Newman, Co-chair of the Food Policy Committee said funding for the Midlands Food Alliance and Central Midlands Council of Governments was through the Healthy Insights grant. The grant helped with tools for public forum planning events. He reported that the 2018 zoning and City codes includes supporting ordinances that enable healthier food systems.

Mayor Benjamin thanked Ms. Weaver and Mr. Newman for their presentation. It highlighted the progress, was well thought out, and comprehensive. You are not data-driven; you are pushing to be inclusive. Often, we only filed numbers, but don't reach out to the community and the committee showed active involvement in the community. Thank you for your leadership; you have our full support.

PUBLIC HEARING

24. Community Development DRAFT 2018 Consolidated Annual Performance Evaluation Report (CAPER) / Final Public Hearing - Ms. Dollie Bristow, Community Development Administrator

Mr. Tige Watts, Chair of the Citizens Advisory Committee for Community Development gave an overview of the fiscal year 2017/2018 Consolidated Annual Performance and Evaluation Report (CAPER). The report was prepared with public review and comment and will be submitted to HUD prior to September 30, 2018. The purpose of the CAPER is to provide an overall evaluation of federally-funded activities and accomplishments to HUD and the community. The priorities were established in the five-year Consolidated Plan to include improving affordable housing, expanding economic opportunities, providing for suitable living environments, and improving the capacity of area housing and community service providers. He reported that in fiscal year 2017/2018, Community Development received \$949,114 for CDBG funding; \$434,739 for HOME funding; and \$1,315,706 for HOPWA funding. The City of Columbia has leveraged over \$6.68 million from housing loans, CDBG activities, other community investment projects, and HOPWA programs. He highlighted the following accomplishments: provided \$12,000 through ACTION Grants to 14 neighborhoods for landscaping, street signs and park improvements; receiving the Community Development Week Award to include having a block party serving over 400 citizens; and serving over 300 low-moderate income Customer Care clients by providing \$66,287 through the Change-up Payment Program.



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Mayor Benjamin thanked the Community Development Department for the comprehensive report. I encourage us do a better job of telling our stories, because we are impacting a lot of communities. This will help give people a better understanding of how the City is working for them.

Council Devine agreed with the Mayor's comment. She said sometimes the information can be lost in presenting the summary. By recognizing the impact of what's happening in the community, it gives citizens a better understanding of the investment.

Council opened the Public Hearing at 7:01 p.m.

No one appeared at this time.

Council closed the Public Hearing at 7:01 p.m.

Upon a motion made by Ms. Devine and seconded by Mr. Davis, Council voted unanimously to approve the Community Development DRAFT 2018 Consolidated Annual Performance Evaluation Report (CAPER).

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

Council opened the Zoning Public Hearing at 7:03 p.m.

25. Annexation, Comprehensive Plan Map Amendment, and Zoning Map Amendment - 44 lots in the Garden Springs Neighborhood – 5, 6, 10, 14, 18, and 19 Dantzler Drive, 1, 5, 9, 13, 16, 17, 21, 22, 25, 26, 29, 30, 33, 37, 112, 137, 140, 141, 144, 145, 148, 149, 152, 153, 156, 157, 160, 200, 201, NX201, 204, 208, 209, 122, 217, 221, 225, and 229 Garden Springs Road TMS# 16411-01-10 through -19, 16411-02-02 and -04, 16411-03-01 through -15, 16411-04-01, -18 through -22, -24, and -25, 16412-05-03, -04, -07, 16412-06-14 through -19 – *Approved on first reading.*
Ordinance No.: 2018-050 - Annexing and incorporating 44 lots in the Garden Springs Neighborhood into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 – *Approved on first reading.*

Council District: 4

Proposal: Request to annex and to assign land use classification of Urban Edge Residential-Small Lot (UER-1), and assign zoning of Single Family Residential District (RS-1B). The properties are currently classified as Neighborhood (Medium Density) and zoned Residential Single Family Low Density (RS-LD) by Richland County.



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Applicant: Multiple Petitioners

Staff Recommendation: Approval

PC Recommendation: 08/06/2018; Approval (6-0)

Mr. Andrew Livengood, Annexation Coordinator for Planning and Development Services explained that this is a request to annex 44 homes in the Garden Springs Neighborhood into the City of Columbia using the 75% provision. The petition was sign by 82% of the freeholders owning 78% of the assessed value. The neighborhood president contacted us over a year ago

Mr. Ed Bass, President of the Garden Springs Neighborhood Association confirmed that 44 homes out of the 62 homes are in favor of this plan. He asked Council to approve the annexations. Like many donut holes, there's a lack of infrastructure and this neighborhood is missing sewer lines. We talked about that and the benefits to them for annexing into the City.

Upon a motion made by Mr. Rickenmann and seconded by Mr. McDowell, Council voted unanimously to give first reading approval to the *Annexation, Comprehensive Plan Map Amendment, and Zoning Map Amendment* for 44 lots in the Garden Springs Neighborhood – 5, 6, 10, 14, 18, and 19 Dantzler Drive, 1, 5, 9, 13, 16, 17, 21, 22, 25, 26, 29, 30, 33, 37, 112, 137, 140, 141, 144, 145, 148, 149, 152, 153, 156, 157, 160, 200, 201, NX201, 204, 208, 209, 122, 217, 221, 225, and 229 Garden Springs Road TMS# 16411-01-10 through -19, 16411-02-02 and -04, 16411-03-01 through -15, 16411-04-01, -18 through -22, -24, and -25, 16412-05-03, -04, -07, 16412-06-14 through -19 and Ordinance No.: 2018-050 - Annexing and incorporating 44 lots in the Garden Springs Neighborhood into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015.

26. Annexation, Comprehensive Plan Map Amendment, and Zoning Map Amendment - 201 S. Marion Street; TMS# 11305-14-10 – *Approved on first reading.*
Ordinance No.: 2018-051 - Annexing and Incorporating 201 S. Marion Street, Richland County TMS #11305-14-10 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 – *Approved on first reading.*



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Council District: 3

Proposal: Request to annex, assign land use classifications of Universities/Colleges (SD-5) and assign zoning of General Residential District in a Community Character Protection Overlay (RG-1, -CC1). The property is currently classified as Mixed Residential-High Density and zoned RM-MD by Richland County.

Applicant: University of South Carolina

Staff Recommendation: Approval

PC Recommendation: 06/04/2018; Approval (6-0)

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

Upon a motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted unanimously to give first reading approval to the *Annexation, Comprehensive Plan Map Amendment, and Zoning Map Amendment* for 201 S. Marion Street; TMS# 11305-14-10 and Ordinance No.: 2018-051 - Annexing and Incorporating 201 S. Marion Street, Richland County TMS #11305-14-10 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015.

27. Zoning Map Amendment - 2519, 2521 and 2523 Read Street, TMS# 11509-12-05 – *Approved on first reading.*
Council District: 2

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

Applicant: Marcus Robinson, Robinson Group

Staff Recommendation: Approval

PC Recommendation: 07/09/2018; Deferred (Applicant revised application to apply for C-2 instead of C-3) 08/06/2018; Approval (5-0)

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



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Upon a motion made by Mr. McDowell and Mr. Howard E. Duvall, Council voted unanimously to give first reading approval to the Zoning Map Amendment - 2519, 2521 and 2523 Read Street, TMS# 11509-12-05. Voting aye were Mr. Rickenmann, Mr. McDowell, Mr. Duvall, Mr. Davis, and Mayor Benjamin. Ms. Devine abstained from voting due to a potential conflict of interest.

28. Zoning Map Amendment - 0.07 acres N/S Carola Avenue (PUD including: 822 Carola Avenue, 821 Carola Avenue, 907 Carola Avenue, 4914 Pinner Road, and 1.55 acres W/S Barton Street), TMS# 11701-12-24(p), 09313-07-03, 09313-06-10, 11701-12-22, 09313-06-02 and 09216-07-01 – *Approved on first reading.*
Council District: 1

Proposal: Request to rezone the parcel from PUD-R to PUD-R & RS-3

Applicant: David Barry

Staff Recommendation: Approval

PC Recommendation: 08/06/2018; Approval (5-0)

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

Upon a motion made by Mr. Rickenmann and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to the Zoning Map Amendment - 0.07 acres N/S Carola Avenue (PUD including: 822 Carola Avenue, 821 Carola Avenue, 907 Carola Avenue, 4914 Pinner Road, and 1.55 acres W/S Barton Street), TMS# 11701-12-24(p), 09313-07-03, 09313-06-10, 11701-12-22, 09313-06-02 and 09216-07-01.

29. Zoning Text Amendment - Amend §17-55 to Add Definitions to Facilitate Public Bike Share Kiosks

Ordinance No.: 2018-053 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article III Zoning, Division 1, Generally, Sec. 17-55 Definitions, to add Public Bicycle-Sharing Service and Public Bicycle-Sharing Station - *Approved on first reading.*

Proposal: Amend the text of §17-55 to add definitions of Public Bicycle-Sharing Service and Public Bicycle-Sharing Station.



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Applicant: Krista Hampton, Director of Planning and Development Services

Pertinent Section: Chapter 17, Article III, Division 1, Amend §17-55 - Definitions

Staff Recommendation: Approval

PC Recommendation: 08/06/2018; Approval (5-0)

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

Upon a motion made by Mayor Benjamin and seconded by Mr. Rickenmann, Council voted unanimously to give first reading approval to Ordinance No.: 2018-053 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article III Zoning, Division 1, Generally, Sec. 17-55 Definitions, to add Public Bicycle-Sharing Service and Public Bicycle-Sharing Station

30. Zoning Text Amendment - Amend §17-401 to Exempt Signage Associated with Public Bike Share

Ordinance No.: 2018-054 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article III Zoning, Division 12, Signs, Sec. 17-401 Definitions, to add (7) - *Approved on first reading.*

Proposal: Amend the text of §17-401 to exclude signage necessary or appurtenant to the placement or operation of a Public Bicycle-Sharing Station signage from the definition of Sign

Applicant: Krista Hampton, Director of Planning and Development Services

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

Staff Recommendation: Approval

PC Recommendation: 08/06/2018; Approval (5-0)

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



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Upon a motion made by Mayor Benjamin and seconded by Mr. Rickenmann, Council voted unanimously to give first reading approval to Ordinance No.: 2018-054 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article III Zoning, Division 12, Signs, Sec. 17-401 Definitions, to add (7).

Council closed the Zoning Public Hearing at 7:12 p.m.

RESOLUTIONS

31. Resolution No.: R-2018-060 - Authorizing the City Manager to accept a Quit-Claim Deed from the South Carolina Department of Transportation for the transfer of approximately 0.02 acre of right of way area at Blossom Street and Santee Avenue adjacent to Richland County TMS #11308-10-01 and to authorize the City Manager's execution of documents to consummate the transfer – *Approved*

Upon a motion made by Mr. Rickenmann and seconded by Mr. McDowell, Council voted unanimously to approve Resolution No.: R-2018-060 - Authorizing the City Manager to accept a Quit-Claim Deed from the South Carolina Department of Transportation for the transfer of approximately 0.02 acre of right of way area at Blossom Street and Santee Avenue adjacent to Richland County TMS #11308-10-01 and to authorize the City Manager's execution of documents to consummate the transfer.

32. Resolution No.: R-2018-088 - Authorizing the City Manager to execute any documents necessary to purchase Certain properties affected by the 2015 flood through the Property Acquisition Program – *Approved*

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to approve Resolution No.: R-2018-088 - Authorizing the City Manager to execute any documents necessary to purchase Certain properties affected by the 2015 flood through the Property Acquisition Program.



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33. Resolution No.: R-2018-091 - Authorizing the City Manager to execute a Release of Parking Restrictions Between the City of Columbia and Devine District Residential, LLC for property known as 0.72 acres and 0.56 acres on northwestern corner of Maple Street and Devine Street – *Approved*

Upon a motion made by Mr. McDowell and seconded by Mr. Rickenmann, Council voted unanimously to approve Resolution No.: R-2018-091 - Authorizing the City Manager to execute a Release of Parking Restrictions Between the City of Columbia and Devine District Residential, LLC for property known as 0.72 acres and 0.56 acres on northwestern corner of Maple Street and Devine Street.

34. Resolution No.: R-2018-094 - Adopting a Policy and Criteria to Consider the Inclusion of Real Property in a Multi-County Industrial Park to Apply Richland County's Special Source Revenue Credit incentive to Real Property within the Corporate Limits of the City of Columbia developed with the inclusion of structured public parking within project – *Approved*

Upon a motion made by Mr. Rickenmann and seconded by Ms. Devine, Council voted unanimously to approve Resolution No.: R-2018-094 - Adopting a Policy and Criteria to Consider the Inclusion of Real Property in a Multi-County Industrial Park to Apply Richland County's Special Source Revenue Credit incentive to Real Property within the Corporate Limits of the City of Columbia developed with the inclusion of structured public parking within project.

ORDINANCES - FIRST READING

35. Ordinance No.: 2018-055 - Approval for Granting an Easement to South Carolina Telecommunications Group Holdings, LLC d/b/a Spirit Communications (Spirit) Along a Portion of City-Owned Property Identified as Richland County TMS#09014-09-02 (1214 Taylor Street) for a Fiber Optic Cable Line to Serve 1538 Main Street; CF#250-431 – *Approved on first reading.*

Upon a motion made by Mr. Duvall and seconded by Mr. Rickenmann, Council voted unanimously to give first reading approval to Ordinance No.: 2018-055 - Approval for Granting an Easement to South Carolina Telecommunications Group Holdings, LLC d/b/a Spirit Communications (Spirit) Along a Portion of City-Owned Property Identified as Richland County TMS#09014-09-02 (1214 Taylor Street) for a Fiber Optic Cable Line to Serve 1538 Main Street; CF#250-431.



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36. Ordinance No.: 2018-057 - Authorizing consumption of beer and wine beverages only at the 2019 Famously Hot New Year Event – *Approved on first reading.*

Upon a motion made by Mayor Benjamin and seconded by Ms. Devine, Council voted unanimously to give first reading approval to Ordinance No.: 2018-057 - Authorizing consumption of beer and wine beverages only at the 2019 Famously Hot New Year Event.

37. Ordinance No.: 2018-058 - Granting an encroachment to the Girl Scouts of South Carolina Mountain to Midlands, Inc. for the use of the right of way areas of the 1100 block of Williams Street and 300 block of Senate Street for the installation and maintenance of sidewalks, driveways, parking, landscaping and irrigation adjacent to its building at 1107 Williams Street, Richland County TMS#08912-12-10 – *Approved on first reading.*

Upon a motion made by Ms. Devine and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to Ordinance No.: 2018-058 - Granting an encroachment to the Girl Scouts of South Carolina Mountain to Midlands, Inc. for the use of the right of way areas of the 1100 block of Williams Street and 300 block of Senate Street for the installation and maintenance of sidewalks, driveways, parking, landscaping and irrigation adjacent to its building at 1107 Williams Street, Richland County TMS#08912-12-10.

38. Ordinance No.: 2018-059 - Granting an encroachment to Sola Station, LLC for use of the esplanade right of way area for installation and maintenance of a concrete patio, landscaping and irrigation system adjacent to its building at 600 Canalside Street, Richland County TMS# 09005-03-06 and for use of the right of way area of the 300 block of Taylor Street, 1500 block of Williams Street and 1600 block of Williams Street for installation and maintenance of a community sign adjacent to its building at 300 Taylor Street, Richland County TMS # 09005-03-18 – *Approved on first reading.*

Upon a motion made by Mr. Duvall and seconded by Mr. Rickenmann, Council voted unanimously to give first reading approval to Ordinance No.: 2018-059 - Granting an encroachment to Sola Station, LLC for use of the esplanade right of way area for installation and maintenance of a concrete patio, landscaping and irrigation system adjacent to its building at 600 Canalside Street, Richland County TMS# 09005-03-06 and for use of the right of way area of the 300 block of Taylor Street, 1500 block of Williams Street and 1600 block of Williams Street for installation and maintenance of a community sign adjacent to its building at 300 Taylor Street, Richland County TMS # 09005-03-18.



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39. Ordinance No.: 2018-060 Authorizing the City Manager to execute a Contract of Sale, Deed and any other documents necessary to consummate the transfer of Parcel A (containing 0.02 of an acre), located on the southern side of Blossom Street and Santee Avenue, adjacent to Richland County TMS#R11308-10-01 to Santee Saluda, LLC – *Approved on first reading.*

Upon a motion made by Ms. Devine and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to Ordinance No.: 2018-060 Authorizing the City Manager to execute a Contract of Sale, Deed and any other documents necessary to consummate the transfer of Parcel A (containing 0.02 of an acre), located on the southern side of Blossom Street and Santee Avenue, adjacent to Richland County TMS#R11308-10-01 to Santee Saluda, LLC.

APPOINTMENTS

40. Council is asked to approve the appointment of two (2) individuals to the Design/Development Review Commission. – *Approved*

Upon a motion made by Mr. Duvall and seconded by Ms. Devine, Council voted unanimously to approve the appointment of Ms. Michel Moore as a community representative and Mr. John Gregory as a planner to the Design Development Review Commission. Staff is to determine whether or not the appointment of Mr. Gregory is in accordance with the guidelines.

41. Council is asked to approve the appointment of one (1) individual to the Midlands Authority for Conventions, Sports and Tourism. – *Consideration of this item was deferred.*

CONSIDERATION OF MATTERS DISCUSSED DURING THE WORK SESSION

No matters were considered at this time.

CITY COUNCIL COMMITTEE REPORTS / REFERRALS

No committee reports or referrals were made at this time.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, SEPTEMBER 18, 2018**

APPEARANCE OF THE PUBLIC

Ms. Ursula Pallares expressed concerns about not being recognized as a member of the Citizens Advisory Committee during the presentation of the CAPER. She expressed concerns about City vehicles not displaying numbers. She said this would help when citizens are encountered by City officials.

Respectfully submitted by:

Erika D. Moore, CMC
City Clerk



We Are Columbia

MEETING DATE: October 16, 2018

DEPARTMENT: Economic Development

FROM: *Ryan Coleman,*

SUBJECT: Council is asked to approve a Fiscal Year 2018/2019 Contract Renewal for services related to the retention of Military Personnel, Services and Operations located at Fort Jackson during the upcoming rounds of Base Realignment and Closure (BRAC) and Sequestration, as requested by the Economic Development Department. Award to the Greater Columbia Chamber of Commerce in the amount of \$53,500.00. This firm is located in Columbia, SC.

FINANCIAL IMPACT: Funding Source: ED Special Projects 5518419-638500. The original budgeted amount is \$53,500.00.

ORIGINAL BUDGET: \$53,500

STRATEGIC GOALS: Collaborate and partner with entities, Foster a healthy quality of life

ATTACHMENTS:

- **#a:** 2018 - Professional Services Contract - Greater Columbia Chamber of Commerce - 18001829 (PDF)

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

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

WITNESSETH:

WHEREAS, the City desires to retain the services of the Consultant to provide consulting services to the City, as specified in Exhibit A for fiscal year (FY) 2018-2019;

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

1. CONTRACT FOR SERVICES

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

2. SCOPE OF SERVICES AND TIME OF PERFORMANCE

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

3. TERM OF AGREEMENT

This Contract shall be effective upon signing and shall expire on June 30, 2019, unless terminated earlier as provided herein.

4. METHOD OF PAYMENT

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

5. DUTIES UPON TERMINATION

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

6. ETHICS

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

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

7. FINDINGS CONFIDENTIAL

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

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

8. ACCESS TO RECORDS

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

9. COPYRIGHT

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

10. AMENDMENTS

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

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

11. ASSIGNABILITY/SUB-CONSULTING

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

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

12. INDEPENDENT CONSULTANT

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

13. BREACH / WAIVER

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

14. TERMINATION OF CONTRACT FOR CAUSE

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

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

15. TERMINATION FOR CONVENIENCE OF THE CITY

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

16. INTEREST OF CONSULTANT

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

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

17. EQUAL EMPLOYMENT OPPORTUNITY

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

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

18. LICENSES, PERMITS AND TAXES

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

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

19. REMEDIES

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

20. SEVERABILITY

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

21. COMPLIANCE WITH LOCAL LAWS

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

22. PERSONNEL

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

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

23. WHOLE AGREEMENT

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

24. GOVERNING LAW

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

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

Greater Columbia Chamber of Commerce CITY OF COLUMBIA

BY: _____

BY: _____

TITLE: _____

TITLE: Teresa B. Wilson, City Manager

DATE: _____

DATE: _____

APPROVED AS TO FORM

 Legal Department City of Columbia, SC

CASSIDY&ASSOCIATES

Scope of Continuing Professional Services for 2017-2018

I. Introduction

Cassidy & Associates is currently providing services to the Greater Columbia Chamber of Commerce [GCCC] to support the economic impact provided by South Carolina's military installations and defense-related activities, with most activities dedicated towards enhancing the growing Fort Jackson. We believe that the events of the past year have proven once again the value of our strategic approach and partnership in promoting defense-related economic development and the continuing challenge of maintaining military installation infrastructure in a difficult federal budget environment.

We have seen first-hand the impact of the Budget Control Act (sequestration), force structure reductions and declining infrastructure budgets on the missions of Fort Jackson and the region as a whole. We have also been a part of good news stories in an era of shrinking budgets. The Army is investing in Fort Jackson: a result of coordinated efforts of the Congressional delegation, the Chamber, state leadership, and the Department of Defense.

We fought downsizing and realignment outside of the BRAC process, and came out relatively unscathed. Between the drawdown in end strength of the Army, the Programmatic Environmental Assessment (PEA) process to realign brigade combat teams, the ongoing Supplemental Programmatic Environmental Assessment (SPEA), the realignment of strategic assets from the Reserve to Active Duty forces, and the actual moving of missions that fall under the BRAC threshold, it is a time of substantial change for the Midlands community's defense infrastructure.

But we didn't lose 3100 jobs. We lost 100. We are, by all definitions, a downsizing winners. However, there is much more to be done as the Fort realigns Moncrief from a hospital into a clinic, command structures adjust, the impact of President Trump's enhanced defense budget, and the impact of proposed end strength increases are reflected in recruitment and training.

II. Overview

Our firm engages in many activities on behalf of the Midlands Region, but they can generally be described by two overarching and interrelated goals:

- (1) **Preventing installation reductions resulting from BRAC rounds and/or other Executive Branch authority.** Due to the historic federal deficit, pressure is growing for future defense reductions. These reductions could come from several different sources, either a BRAC for 2019 or 2020, or continued downsizing cuts using existing authorities, such as those we encountered and turned back in the SPEA.

Finally, federal budgetary actions, including the BCA, still-present sequestration and any proposed changes by the Trump Administration may lay the basis for future BRAC or other Executive Branch reductions. The GCCC has a crucial responsibility to help the

State and local community proactively prepare for these threats that could have a devastating impact on both military communities and the overall State economy.

- (2) **Supporting the GCCC in Base Enhancement Activities.** Often called the “most military friendly community in the United States”, the Columbia region is also a national leader in recognizing the importance of continuing base enhancement activities. The Chamber has not let up pressure or momentum on our continuing message that Fort Jackson is the most important facility a soldier sees in the Army, because it is quite often the first facility he or she sees. Moreover, by banding together under the leadership of the GCCC, the City and County councils, regional planning organizations, and economic development associations are able to provide mutual support, coordinate involvement in federal government relations efforts, and multiply the effectiveness of individual efforts.

The GCCC has an excellent reputation within the Congressional delegation and the Pentagon for its expertise in base infrastructure issues and its intelligent advocacy on behalf of Fort Jackson and McEntire. These efforts have had a positive economic impact on the entire State of South Carolina and its military communities.

The Congressional delegation rely on the Chamber to be an effective daily liaison to base leadership. Just in the last few months, we have been asked for a “Christmas tree” list; to weigh in on minor military construction spending increases; the impact of REAL ID on the base; zoning concerns impacting future mission at McEntire; and more.

III. Specific BRAC and Base Enhancement Activities

Cassidy & Associates is devoted to helping the Midlands Region with a robust and proactive program of military base enhancement. This mission of enhancing the regions military installations has continuing benefits.

First, attracting new defense investment on our military facilities has valuable economic impacts. After the 2005 BRAC round, more than \$1 billion was spent on Fort Jackson alone for military construction.

Second, these investments can attract new missions and personnel. In addition, these investments can protect our military installations from future base closure and realignment actions, either through the proposed BRAC round or through existing statutory authority, (“Shadow BRAC”).

There are many different activities that Cassidy & Associates is undertaking to enhance and promote our military installations. .

A. Engaging in proactive activity addressing issues at Fort Jackson, McEntire, and other South Carolina bases as requested by the community

We engage in a continuing collaborative process of assessing military installation issues that can involve infrastructure or mission shortcomings. We then work to coordinate a united response involving local, state, and federal support. For example:

- We fought and buried a potential PR disaster in the Reception Barracks, culminating in an on-the-record exchange between Congressman Wilson and General Milley with a commitment to find military construction dollars out of the FYDP for both the

reception barracks and the a new star barracks. There is work to be done to get these funds obligated either through reprogramming or end-of-year funding, or to press a FY 2018 budget strategy.

- Heading off any zoning concerns at McEntire that can affect future mission; this may include supporting REPI or Sentinel funding opportunities.
- We must be a part of the enhanced Trump defense budget, whether it be by pulling forward “expensive” military construction, addressing facility sustainment issues through FSRM or O&M dollars, and looking at minor military construction dollars to solve base infrastructure issues./

B. We came out of the SPEA process as one of the biggest winners in the nation.

Cassidy and Associates worked in tandem with the Chamber team beginning in May 2014 to executive a full-fire response to the Army Supplemental Programmatic Environmental Assessment Process (SPEA). Major milestones included:

- Developing a strategy, talking points, next steps and metrics for success in the written submission portion of the SPEA process;
- Working with the Chamber and the Congressional delegation to secure over 40,000 petitions in support of Fort Jackson as a SPEA candidate base;
- Gathering intelligence from senior Pentagon officials on SPEA lessons learned and strategies going into the listening session portion of the process;
- Writing and organizing letters of support from the South Carolina Congressional delegation, and other senior political leaders within the state and region;
- Creating a listening session strategy in partnership with Chamber leadership, including key messages and messengers, best in class approaches for the listening session, and running ideas by key Pentagon leaders as our strategy is developed.
- Monitoring the SPEA process as it unfolds, gathering ideas for dos and don'ts from other military installation communities;
- Expanding SPEA messages outside the economic impact, including military value, collaboration with other military assets within the state of South Carolina, impact on readiness and future force projection, and readiness for the community to be a P3/P4 partner with the base in future efforts;
- Working closely with the Congressional delegation to ensure key Members participate in the listening session via video message, share and amplify the Chamber's messages, and assist in our strategic efforts within the Pentagon around the SPEA process.
- Monitoring Pentagon intelligence at all levels, responding to inquiries for additional information, and creating messages that promote Fort Jackson as a destination of choice for military missions.

- Culminating in a huge success: a minimal loss to end strength at Fort Jackson.

C. Seek additional military construction projects for The Midlands Region installations.

Competition for military construction (milcon) projects has been increasingly difficult in recent years due to the large amounts of milcon money designated for BRAC implementation and overseas contingency operations. We work both to promote within DoD the value of defense investment in our military installations and to support Congressional addition of mission-oriented projects that enhance to the military value of the installations. This ties directly in with the commitment from General Milley.

In the FY 2016 President's Budget, Fort Jackson had one of few Army military construction projects, a key quality of life project to replace one of our elementary schools.

Through the budget process, other quality of life military construction projects were targeted. We ensured the project made it through the legislative budget cycle and was fully funded in the FY 2016 Military Construction and Veterans Affairs Appropriations Bill.

Finally, we discovered in late July 2016 that the Army has committed an additional \$15.5M in existing dollars as a part of reprogramming to upgrade force protection and other issues at one of the base's trainee barracks. The fact that the Army even in austere budget times is continuing to invest in Fort Jackson is a good news story for our community.

We must be a part of the enhanced Trump defense budget, whether it be by pulling forward "expensive" military construction, addressing facility sustainment issues through FSRM or O&M dollars, and looking at minor military construction dollars to solve base infrastructure issues. We have heard the Army military construction budget could be up to four times what it has been over each of the last few fiscal years. We will continue to track the budget, the supplemental, and any infrastructure package for opportunities for Fort Jackson and McEntire.

D. Pursue other investments in facilities for South Carolina's military installations.

Due to the shortage of milcon funding, increasing attention is being paid to other opportunities for enhancing military facilities. These efforts can include public-private partnerships for installation facilities (such as housing and utilities infrastructure) and utilization of enhanced use leasing authority to attract private development for new facilities.

We have coordinated the efforts of Mayor Benjamin to be the face of P3 and P4 partnerships within the region. We reported on the launch of and will continue to monitor the impact of the "Section 331" public-private partnership opportunities within the Army and work collaboratively with local elected officials to identify other avenues

to partner with the base for infrastructure, zoning, transportation, and quality of life issues.

The Fort, working within the needs for new force protection requirements, has taken a critical step forward in fixing our ongoing “gate” issue. Again, having the Army commit operation and maintenance resources for the gate offloads the need to find state and local matching funds for a Defense Access Roads program, and will allow the community to focus on other “outside the gate” issues using those resources.

We must look at future efforts to “open” the base and out-source or create partnerships with out of the gate partners. Specific conversations must be had regarding the water parks, the golf courses, and possibly moving the fence of the PX.

We also must track the Trump infrastructure package as an opportunity for investment in the Midlands. A rumored draft projects list including the repair of the Midlands Army Corps/Dam infrastructure as a top ten priority. If there is reality in that list, we will see what kind of other opportunities exist for the region.

E. SPECIAL PROJECT: Prepare and support for the 100th Anniversary of Fort Jackson

We believe the SPEA was just a dress rehearsal of what can and should be the biggest public relations and affairs year in recent history for Fort Jackson. We have begun and will continue to:

- Ensure high-level and appropriate political stakeholders attend and are invested in events supporting the Fort’s centennial;
- Promote the 100th anniversary within the Pentagon, with key leaders, and within command decision makers;
- Use the anniversary as an opportunity sell the Fort’s mission and military value;
- Create key messages and a campaign around the effort that makes legislative and budgetary sense.
- Prepare and deliver relevant Congressional engagement, including ensuring the Centennial is a thread through all of the Congressional delegations’ legislative efforts on the floor, in Committee proceedings, and in in-district activities.

Defense Leadership Education and Advocacy

In addition to enhancing the region’s military installations, it is also important to educate defense leaders about the quality of our military facilities and the supportiveness of both the State and local leadership. In addition, we have advocated for keeping and attracting new missions.

Before many community groups were even thinking about BRAC and/or getting organized, we have engaged in an active liaison program with senior DoD and Service leadership. This liaison will continue to be conducted in the following ways:

- (1) Washington, DC Fly-In Trips by the Chamber and by local governmental leaders: In both of the past two years we have arranged for Midlands Region delegates to visit with senior defense leadership, both uniformed and civilian. The delegations have met with Secretaries and Generals from the Department of Defense, the Air Force, and the Army. Arranging these trips before other communities is important because the willingness of

leaders to meet and their candor will both disappear if BRAC legislation is passed. If desired, we will host another trip this fall.

- (2) Working with the South Carolina Congressional Delegation on Issues and Messages: The Congressional delegation and staff have the opportunity to interact with defense leaders in connection with committee hearings and other events. We work regularly with the delegation to maximize the benefit of those opportunities through drafting questions, message points, and letters that promote the interests of Fort Jackson and McEntire. We were asked on 10-March to get the delegation a Fort Jackson “Christmas” list, and are working with the Chamber and base leadership to get that as soon as possible.
- (3) Cassidy Liaison with Defense Leaders on Behalf of the Region: Members of our firm engage in regular liaison with senior defense leadership. These meetings occur through appointments and telephone conversations on specific issues, participation at defense conferences and other events, attendance at Congressional hearings, and other opportunities. We consistently advocate for the Columbia Chamber and issues of importance to them, as well as reporting State and local efforts to support those installations.

Congressional Liaison and Support

Cassidy & Associates stays in regular contact with the South Carolina Congressional delegation to work on matters that can support Fort Jackson, McEntire, and the defense industry throughout the state. As mentioned above, these actions can include seeking appropriated funding for milcon projects and other installation missions. In addition, this work can involve gathering valuable intelligence about ongoing defense programs and opportunities, as well as working to provide information to defense leaders considering decisions that can impact the region.

In the past we have supplied appropriations requests and supporting documents, drafted joint delegation letters, prepared hearing questions, answered questions about local military installations and their economic impact, identified DoD and Service leaders for correspondence and liaison efforts, and performed a variety of other factors to facilitate Congressional support for The Midlands Region’s military installations.

Legislative Monitoring and Defense Analysis

The defense world is going through a variety of changes due to ongoing military transformation effort and several different institutional activities. Our firm will continue to monitor these many developments so that supporters of The Midlands Region military installations can take advantages of changes in the evolving defense environment.

Annual defense legislation often promotes new policy directives and requires new studies of defense needs. Our firm will continue to follow these bills and the Congressional hearings on the defense legislation, especially given competing community efforts to seek advantages through legislative action. The Budget Control Act of 2011, President Trump’s proposed “skinny” budget, sequestration, and ongoing budget negotiation could have a major impact upon The Midlands Region’s military installations.

We will work to keep the GCCC informed of how these developments can impact its military installations and help develop strategies to stay abreast of evolving defense strategies and priorities.

IV. Contract Proposal and Justification

Our firm has been in an active “BRAC preparation” mode since even before the Obama Administration’s first public announcement that it wanted another BRAC round in January, 2012. We have been extremely active on behalf of the Midlands Region over the past three years and will need to maintain that level of activity as long as a prospective BRAC round is hanging over the Midlands Region. In addition, the federal government is currently already using “non-BRAC” mechanisms to achieve BRAC-like results **now**.

In February three major defense figures called for a BRAC sooner rather than later: Senator John McCain, Chairman of the Senate Armed Services Committee; Senator Jack Reed, Ranking Member of the Senate Armed Services Committee; and Congressman Adam Smith, Ranking Member of the House Armed Services Committee. Each agency has been asked via executive order to present President Trump with a list of proposed “efficiencies” in their Department. We should be prepared to see BRAC proposed as one of those efficiencies on the DoD list.

We believe that our fees are reasonable based upon past precedent, the fact that we have a larger firm and a larger BRAC team devoted to the region’s military installations, the results achieved in the past, and the economic stakes for a future BRAC round that is expected to seek major reductions and closures.

V. Conclusion

Our firm highly values its continuing relationship with the Greater Columbia Chamber of Commerce, its community and governmental partners, and its allies within the State and in Washington. We expect that the GCCC will want to continue its proactive involvement in defense infrastructure issues. These activities will involve addressing challenges from the continuing need to enhance infrastructure, defend and attract missions and synergistic economic development, and adjust to new priorities and policies to maximize defense-related opportunities, both for their own value and their value in preventing BRAC reductions. In addition, we will be engage in intensive involve preparation for a future BRAC round which poses a very real threat to the region’s military installations. We believe that our firm can help the GCCC on these crucial efforts and we look forward to continuing our collaborative activities.

Respectfully submitted,

Cassidy & Associates



We Are Columbia

MEETING DATE: October 16, 2018

DEPARTMENT: Economic Development

FROM: *Ryan Coleman,*

SUBJECT: Council is asked to approve a Fiscal Year 2018/19 Contract Renewal for Assistance with Cluster Development, Project Management, Promotions, Marketing and Research, as requested by the Economic Development Department. Award to EngenuitySC in the amount of \$65,000.00. This firm is located in Columbia, SC.

FINANCIAL IMPACT: Funding Source: Special Contracts 5511301-638300. The original budgeted amount is \$65,000.00.

ORIGINAL BUDGET: \$65,000

STRATEGIC GOALS: Collaborate and partner with entities, Connect the City's neighborhoods and business dist, Grow opportunities for entrepreneurship

ATTACHMENTS:

- **#a:** 2018 - Professional Services Contract - EngenuitySC - 18001828 (PDF)

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

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

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2. SCOPE OF SERVICES AND TIME OF PERFORMANCE

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5. DUTIES UPON TERMINATION

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

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

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

7. FINDINGS CONFIDENTIAL

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

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

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

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

10. AMENDMENTS

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

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

11. ASSIGNABILITY/SUB-CONSULTING

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

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

12. INDEPENDENT CONSULTANT

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

13. BREACH / WAIVER

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

14. TERMINATION OF CONTRACT FOR CAUSE

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

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

15. TERMINATION FOR CONVENIENCE OF THE CITY

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

16. INTEREST OF CONSULTANT

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

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

17. EQUAL EMPLOYMENT OPPORTUNITY

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

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

18. LICENSES, PERMITS AND TAXES

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

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

19. REMEDIES

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

20. SEVERABILITY

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

21. COMPLIANCE WITH LOCAL LAWS

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

22. PERSONNEL

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

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

23. WHOLE AGREEMENT

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

24. GOVERNING LAW

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

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

EngenuitySC

CITY OF COLUMBIA

BY: _____

BY: _____

TITLE: _____

TITLE: Teresa B. Wilson, City Manager

DATE: _____

DATE: _____

APPROVED AS TO FORM



Legal Department City of Columbia, SC



Memorandum

TO: Teresa Wilson, City Manager, City of Columbia
 Ryan Coleman, Director of Economic Development, City of Columbia

FROM: Meghan Hickman, Executive Director, EngenuitySC

DATE: September 19, 2018

RE: EngenuitySC FY18 Statement of Work for City of Columbia

We appreciate the City's generous investment in EngenuitySC. Your support is leveraged nearly six times by contributions from other local governments, K-12 and higher education, and the business community - all focused on regional prosperity and competitiveness. This commitment allows EngenuitySC to be a unique regional economic development organization that benefits the City, as well as the entire region.

EngenuitySC's work complements traditional economic development strategies that focus on recruiting new jobs from outside the region. Our work is focused on growing our existing economy and making Columbia more attractive to businesses outside the region considering investing here. We bring regional business, government and education leaders together to coordinate and execute regional economic improvement projects. This engages existing businesses in taking steps to grow our economy and shows recruiting targets that we have a coordinated, intelligent approach to addressing regional economic development issues.

Please find below an overview of how EngenuitySC's work and how it benefits the City of Columbia's economic development goals.

City of Columbia Office of Economic Development Main Focus Areas

- Job Creation and Capital Investment
- Business Retention and Expansion
- Business Recruitment and Attraction
- Entrepreneurship and Business Environment
- Grow the Tax and Water/Sewer Customer Base

Engenuity Initiatives, Deliverables, and Alignment with the City's Main Focus Areas:

- **iTs|SC:** iTs|SC is Columbia's Insurance Technology and Services cluster, created to serve the insurance technology companies already in Columbia and to assist in attracting more of these companies. EngenuitySC has had a close relationship with iTs|SC since its founding and is planning to work even more closely with these companies in the coming year. Our work will address existing business growth challenges and recruiting additional insurance technology businesses to the region. In the next 12 months, we will:

Deliverable: Work with the leaders of iTs|SC and the SC Council on Competitiveness to officially bring the cluster under the banner of EngenuitySC. With this change in place, EngenuitySC will have the ability to provide direct administrative and collaboration management support, to ensure better collaboration with city and county economic development efforts, and better align the cluster to the regional competitiveness strategy.

Deliverable: Recruit three-five new members into the cluster using a newly redesigned vision for the future that states that in 10 years, Columbia will be the place you want to be and have to be for insurance and technology services.

Deliverable: Begin putting the foundation in place to form a more coordinated economic development effort for the cluster, including a collaborative recruitment strategy with the City and a new CIO/CEO Executive Council.

Focus Areas Served:

- Job Creation and Capital Investment
- Business Retention and Expansion
- Business Recruitment and Attraction
- Entrepreneurship and Business Environment
- Grow the Tax and Water/Sewer Customer Base

- **Midlands Regional Competitiveness Report:** In partnership with the USC Moore School of Business Division of Research and Columbia Regional Business Report, EngenuitySC will publish the fourth annual Midlands Regional Competitiveness Report (MRCR) in December, 2017. The report will track the Columbia MSA's progress on competitiveness indicators such as innovation, entrepreneurial support, talent, clusters, livability and other issues that impact our regional culture. In the next 12 months, we will:

- ***Deliverable:*** Take ownership of project management, data oversight, content development and publication to produce the fourth Midlands Regional Competitiveness Report in January 2018. There will be a launch event where the Mayor will be invited to speak and City of Columbia officials will be invited to see the report before distribution.
- ***Deliverable:*** Reach 7,500 individuals and businesses through creative marketing tactics to put this report in the hands of those around the City and Region who can help us impact the numbers.
- ***Deliverable:*** Present the report findings to City Council at a meeting of their choice.
- ***Deliverable:*** Give complimentary copies to the City and work closely with Council and the Economic Development Office to use the data to identify opportunities for collaborative programming and areas for focus. This will address the need stated in the action plan for a report on the local business climate.

Focus Areas Served

- Job Creation and Capital Investment
- Business Retention and Expansion
- Business Recruitment and Attraction
- Entrepreneurship and Business Environment
- Indirect Growth of the Tax and Water/Sewer Customer Base

- **Midlands Business Leadership Group Competitiveness Initiative:** The MBLG has is leading a collaborative effort focused on enhancing the Midlands' competitiveness, prosperity and growth. Using the Midlands Regional Competitiveness Report as one of multiple tools to chart a path and measure success, MBLG is bringing partners together to identify regional challenges, prioritize the biggest opportunities, define the gaps, and take action. EngenuitySC is working with the MBLG to manage and guide the competitiveness initiative. In the next 12 months, we will:
 - ***Deliverable:*** Facilitate and support MBLG as they develop and execute a plan for action around the five indicators of competitiveness, leading toward greater competitiveness and economic development success in the Columbia region.
 - ***Deliverable:*** Be a key strategic partner in the execution of that plan, including opportunities like the development of Columbia's riverfront, connection of the Vista and Main St. Districts through

better walkability along the Assembly St. and other key corridors, and the development of a one-stop shop for entrepreneurs.

- ***Deliverable:*** *Continued to involve the City of Columbia in the leadership of the working groups as well as a key partner for several initiatives.*
- ***Deliverable:*** *Host an event in conjunction with the unveiling of the Midlands Regional Competitiveness Report, upon which MBLG's work has been based.*

Focus Areas Served:

- Job Creation and Capital Investment
 - Business Retention and Expansion
 - Business Recruitment and Attraction
 - Entrepreneurship and Business Environment
 - Grow the Tax and Water/Sewer Customer Base
- **CMCOG Comprehensive Economic Development Strategy:** EngenuitySC is partnering with the Central Midlands Council of Governments (the COG) to coordinate, assemble and complete the COG's 5-Year Comprehensive Economic Development Strategy (CEDS). The CEDS is published every 5 years and submitted to the U.S. Department of Commerce as our region's economic development roadmap to prioritize and guide federal economic development funding. In the next 12 months, we will:
 - ***Deliverable:*** *Assist in publishing an accessible, coordinated CEDS which ensures cohesion between regional initiatives and strategic plans. Coordination and improvement of regional economic development processes will be central to the plan's goals.*
 - ***Deliverable:*** *Ensure that the City is involved in the establishment of goals and strategies, increasing the ability to pursue EDA funding for specific programs, as desired.*

Focus Areas Served

- Job Creation and Capital Investment
 - Business Retention and Expansion
 - Business Recruitment and Attraction
 - Entrepreneurship and Business Environment
 - Indirect Growth of the Tax and Water/Sewer Customer Base
- **Regional Mayors Forum:** The Regional Mayors Forum is a working group of all mayors from Richland and Lexington Counties, as well as mayors from Fairfield, Sumter and Camden. Started six years ago by Mayor Benjamin, the Forum originally focused on relationship building and communication. Working with EngenuitySC, the mayors are now using the Forum as a platform to take joint actions and make policy statements that serve to make the Midlands more unified on economic development initiatives. In the next 12 months, we will:
 - ***Deliverable:*** *Host 6 Midlands Mayors Forum meetings in Columbia, with key speakers at each meeting.*
 - ***Deliverable:*** *Maintain a communications platform for mayors to share information and coordinate actions.*
 - ***Deliverable:*** *Develop a legislative agenda for the Mayors Forum and assist in coordinating talking points for a potential D.C. trip to engage S.C.'s legislative delegation.*
 - ***Deliverable:*** *Coordinate a news push around participants' leadership roles with the National Conference of Mayors, Municipal Association of South Carolina and Nation*
 - ***Deliverable:*** *Host one public event or press opportunity for the mayors.*
 - ***Deliverable:*** *Identify a project for the Regional Mayors and support their effort to find funding sources.*

Focus Areas Served

- Entrepreneurship and Business Environment
- Business Retention and Expansion

- **EngenuitySC Website:** EngenuitySC's website is used day-to-day to share with local interests the many and varied economic development initiatives happening in the Columbia region. However, it is more valuable as a way to show businesses considering an investment in Columbia that the City is coordinated, proactive, and forward-thinking in how we take on economic development challenges. It shows outsiders that the people here work together to toward shared goals in growing our economy. In the next 12 months, we will:
 - ***Deliverable:*** *Work with vendor partners to keep the website up-to-date with the latest event details, news stories from the region and information on how to get involved.*
 - ***Deliverable:*** *Work with the City Office of Economic Engagement to cross promote various events and news.*
 - ***Deliverable:*** *Feature the City of Columbia as a supporter and partner of EngenuitySC on the appropriate pages.*

Focus Areas Served

- Business Retention and Expansion
- Business Recruitment and Attraction
- Entrepreneurship and Business Environment

- **EngenuitySC Board Meetings:** EngenuitySC was created so that regional government, education, and business interests could come together in a shared forum to address and take action on common growth concerns. Throughout the year, we bring together leaders from the City of Columbia, Richland and Lexington Counties, higher education, K-12 education, and the private sector to discuss economic development needs in the region. These meetings are a key way the City supports regional coordination and cooperation on economic development issues. In the next 12 months, we will:
 - ***Deliverable:*** *Host a minimum of 5 Board meetings throughout the year with an invitation for Mayor Benjamin as our Board Founding Co-Chair and Ryan Coleman as the Director of Economic Engagement for the City.*
 - ***Deliverable:*** *Provide a forum for better collaboration amongst the leaders from around the region and offers opportunities to discuss major opportunities and plans for action.*

Focus Areas Served

- Business Retention and Expansion
- Business Recruitment and Attraction
- Entrepreneurship and Business Environment



We Are Columbia

MEETING DATE: October 16, 2018

DEPARTMENT: Economic Development

FROM: *Ryan Coleman,*

SUBJECT: Council is asked to approve a Fiscal Year 2018/2019 Contract Renewal for Assistance with Recruitment, Project Management, Promotions, Marketing, and Research, as requested by the Economic Development Department. Award to Central SC Alliance in the amount of \$72,000.00. This firm is located in Columbia, SC.

FINANCIAL IMPACT: Funding Source: Special Contracts 5511301-638300 - The original budgeted amount is \$72,000.00.

ORIGINAL BUDGET: \$72,000

STRATEGIC GOALS: Collaborate and partner with entities, Connect the City's neighborhoods and business dist

ATTACHMENTS:

- **#a:** 2018 - Professional Services Contract - Central SC Alliance - 18001830 (PDF)

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

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

WITNESSETH:

WHEREAS, the City desires to retain the services of the Consultant to provide consulting services to the City, as specified in Exhibit A for fiscal year (FY) 2018-2019;

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

1. CONTRACT FOR SERVICES

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

2. SCOPE OF SERVICES AND TIME OF PERFORMANCE

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

3. TERM OF AGREEMENT

This Contract shall be effective upon signing and shall expire on June 30, 2019, unless terminated earlier as provided herein.

4. METHOD OF PAYMENT

In consideration of the services performed hereunder and upon receipt of an invoice, the City will make two (2) payments of Thirty-Six Thousand and No/100 Dollars (\$36,000.00) to Consultant. The first payment will be made on or after August 1st of the fiscal year, pending review and approval of the contract by the City. The second payment will be made on or after February 1st of the same fiscal year, pending a second review of the scope of work to ensure the terms of the contract are being met by Consultant in timely fashion.

5. DUTIES UPON TERMINATION

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

6. ETHICS

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

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

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

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

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

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

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

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

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

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

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

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

Central SC Alliance

CITY OF COLUMBIA

BY: _____

BY: _____

TITLE: _____

TITLE: Teresa B. Wilson, City Manager

DATE: _____

DATE: _____

APPROVED AS TO FORM



Legal Department City of Columbia, SC



EXHIBIT A

RESPONSIBILITIES OF THE CSCA:

1. To maintain and upgrade when necessary, the City's profile on CSCA's website, www.centralsc.org.
2. To maintain available industrial and office sites/buildings in the City of Columbia on the above website.
3. To provide copies of the Columbia Executive Summary and other collateral marketing materials upon request.
4. To promote the City throughout CSCA's marketing programs.
5. To provide the OED a calendar of planned marketing events and invite participation as warranted.
6. To include and assist the OED in planning both domestic and international marketing missions.
7. To respond to RFIs and fulfill data requests as needed, and to assist in project management with OED's personnel on projects that are looking at Columbia as a possible location.
8. To respond to RFIs and fulfill data requests as needed, and to notify the OED of any project(s) being worked by the CSCA or any of its contacts or affiliates within the City limits of the City of Columbia. The OED will notify the CSCA of any projects considering the City of Columbia and work as a team throughout all stages of the project.
9. Target companies in the following cluster groups and market Columbia, and the region, as a location for these companies to establish new and/or expanded operations:
 - Insurance (IT, Sales and Services)
 - Corporate headquarters, branches and/or back office operations
 - Health Sciences
 - Information Technology
 - Advanced Manufacturing
 - Logistics and Distribution
10. We will report on an annual basis or as requested by council:
 - The number of times the City is submitted for a project by CSCA.
 - The number of those prospects that chose the City to relocate or expand their operations.
 - The estimated number of new jobs that were created in the City by those new or expanding companies.
 - The value of capital investments made in the City by companies relocating or expanding their operations here, with whom CSCA worked.
 - The increase in water and sewer customers using the City's utility system, as provided by the City of Columbia.
11. Assist the City with the attraction of at least 50 white-collar, full-time equivalent jobs as well as the creation of at least 50 full-time equivalent jobs through the retention and expansion of existing businesses.
12. Provide the City with 6 unique company leads. and help facilitate and participate in 6 recruitment conference calls annually.



We Are Columbia

MEETING DATE: October 16, 2018

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to approve the Renewal for Elevator Maintenance Services, as requested by the Support Services Division. Award to Southern Elevator in an amount not to exceed \$59,520.00. This firm is located in West Columbia, SC.

REQUISITION NO.: R191413

FINANCIAL IMPACT: Funding Source; Parking Lincoln Street Deck - Maintenance & Service Contract; 5313112-638200, Utilities Lake Murray Water Plant - Maintenance & Service Contract; 5516207-638200, General Support Services - Maintenance & Service Contract; 1011201-638200, Support Service Public Building - Maintenance & Service Contract; 5511219-638200, Parking Taylor Street Deck - Maintenance & Service Contract; 5313107-638200, Parking Sumter Street Park - Maintenance & Service Contract; 5313106-638200, Parking Arsenal Hill Deck - Maintenance & Service Contract; 5313103-638200, Parking Lady Street Deck - Maintenance & Service Contract; 5313104-638200, Parking Washington Street Deck - Maintenance & Service Contract; 5313108-638200, Utilities Metro Wastewater Plant - Maintenance & Service Contract; 5516208-638200, Parking Park Street Deck - Maintenance & Service Contract; 5313109-638200, Parking PJ Cannon Deck - Maintenance & Service Contract; 5313114-638200, Drew Wellness Center - Maintenance & Service Contract; 1015115-638200, Police Administrative Services - Maintenance & Service Contract; 1012402-638200, The original budgeted amount is \$59,520.00.

ORIGINAL BUDGET: \$59,520.00

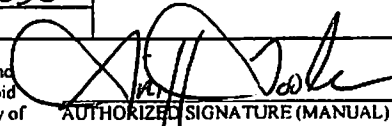
CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

Bid0021-13-14 - This is the fourth (4) year of a four (4) year contact span that will provide 24/7 preventive maintenance to include overtime, with an option to renew for one (1) year.

ATTACHMENTS:

- **#a:** Southern Elevator Bid(PDF)

Submit Responses Online using the City of Columbia's Bid Online Phone Number: (803)545-3470		CITY OF COLUMBIA INVITATION TO BID BIDDER ACKNOWLEDGEMENT	
Date: 4-11-2014		Bids will be opened at 2:00 p.m. on 5-1-14 and may not be withdrawn within 60 days after such date and time.	
Bid Title: Elevator Maintenance Service		Reason For No Bid:	
Vendor Name: <u>Southern Elevator Company</u>		 AUTHORIZED SIGNATURE (MANUAL) <u>Griff Took</u> AUTHORIZED SIGNATURE/TITLE (TYPED) <u>griff@southernelevator.com</u> E-MAIL ADDRESS	
Vendor Mailing Address: <u>104 Corporate Drive Suite 403</u>			
City-State-Zip: <u>West Columbia SC 29169</u>			
Telephone No: <u>(704) 301-1278 / (803) 939-7030</u>			
Fax No: <u>(803) 939-7061</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.			
General Conditions			
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. NOTE: To qualify as a respondent, bidder must submit a "No Bid" and it must be received no later than the stated bid opening date and hour. 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. E. Invoicing & Payment: The contractor shall be paid upon submission of properly certified invoices to the Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided, invoices shall contain the Contract Number and Purchase Order Number. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order. 5. MANUFACTURER'S NAME & APPROVED EQUIVALENTS: Any manufactures names, trade names, brand names, information and/or catalogue numbers listed in a specification are for information and are not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit with his bid, cuts, sketches and descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. The City of Columbia reserves the right to determine acceptance of item(s) as an approved equivalent. Bids, which do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to bid an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. The Division of Purchasing is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the City unless evidenced by a Change Notice issued and signed by the City Purchasing Agent.			

Bid No: 00021-13-14
Elevator Maintenance
Page No: 4

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 furnishing Elevator Maintenance Service throughout the City Of Columbia is subject to the conditions, and all provisions, etc., set forth herein and attached, will be received electronically using Bid Online until 2:00 (P.M.) May 1, 2014 then publicly opened and read. The commodities and/or services must be furnished as described and specified, and delivered to jobsite. All bid prices must include cost of transportation to required destination.

The City will consider a four (4) year contract span that will provide 24/7 preventive maintenance contract to include overtime, with an option to renew for one (1) year.

Bid No. 00021-13-14

By: Kathy Santandreu
Kathy Santandreu, Buyer

Please provide cost per specifications and quantities below. Total Cost should be the amount entered to Bid Online.

Location Name	Location Address	Number of Elevators	Per month Cost	Per year cost
<u>Lincoln St Garage</u>		<u>2</u>	<u>300.⁰⁰</u>	<u>3600.⁰⁰</u>
Lake Murray Water Treatment Plant	102 Rocky Point Dr.	2	<u>300.⁰⁰</u>	<u>3600.⁰⁰</u>
Metro Waste Water Treatment Plant	1200 Simmon Tree Ln	1	<u>90.⁰⁰</u>	<u>1080.⁰⁰</u>
Columbia Canal Water Treatment Plant	300 Laurel St	1	<u>90.⁰⁰</u>	<u>1080.⁰⁰</u>
Keenan House	801 Wildwood Ave	1	<u>50.⁰⁰</u>	<u>600.⁰⁰</u>
Drew Wellness Center	2101 Walker Solomon Way	1	<u>100.⁰⁰</u>	<u>1200.⁰⁰</u>
Arsenal Hill	1800 Lincoln St	1	<u>50.⁰⁰</u>	<u>600.⁰⁰</u>
Washington Square	1136 Washington St	3	<u>1000.⁰⁰</u>	<u>7200.⁰⁰</u>
Municipal Court	811 Washington St	1	<u>140.⁰⁰</u>	<u>1680.⁰⁰</u>
Police Headquarters	#1 Justice Sq.	1	<u>140.⁰⁰</u>	<u>1680.⁰⁰</u>
1225 Lady St	1225 Lady St	1	<u>140.⁰⁰</u>	<u>1680.⁰⁰</u>
1225 Laurel St	1225 Laurel St	3	<u>600.⁰⁰</u>	<u>7200.⁰⁰</u>
Eau Claire Town Hall	3905 Ensor Ave	1	<u>120.⁰⁰</u>	<u>1440.⁰⁰</u>
Fire Headquarters	1800 Laurel St	1	<u>120.⁰⁰</u>	<u>1440.⁰⁰</u>
Taylor Street Parking Garage	1101 Taylor St	1	<u>120.⁰⁰</u>	<u>1440.⁰⁰</u>
Sumter Street Parking Garage	1421 Sumter St	2	<u>400.⁰⁰</u>	<u>4800.⁰⁰</u>
Arsenal Hill Parking Garage	1812 Lincoln St	1	<u>120.⁰⁰</u>	<u>1440.⁰⁰</u>
Lady Street Parking Garage	1100 Lady St	2	<u>400.⁰⁰</u>	<u>4800.⁰⁰</u>
Washington Square Parking Garage	1136 Washington St	1	<u>200.⁰⁰</u>	<u>2400.⁰⁰</u>
Canal Parking Garage	1610 Williams St	1	<u>120.⁰⁰</u>	<u>2400.⁰⁰</u>
Park Street Parking Garage	1007 Park St	2	<u>240.⁰⁰</u>	<u>2880.⁰⁰</u>
Vista Garage	820 Washington St	2	<u>240.⁰⁰</u>	<u>2880.⁰⁰</u>
City Hall	1737 Main St	1	<u>120.⁰⁰</u>	<u>1440.⁰⁰</u>
Cannon Garage	1227 Taylor St	2	<u>400.⁰⁰</u>	<u>4800.⁰⁰</u>
Total Cost*				<u>62,409.⁰⁰</u>



We Are Columbia

MEETING DATE: October 16, 2018

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to approve Personnel Assessment, Testing and Promotional Services, as requested by the Police Department. Award to Industrial / Organizational Solutions in an amount not to exceed \$73,170.00. The vendor is located Oak Brook, IL.

REQUISITION NO.: R193448

FINANCIAL IMPACT: Funding Source: Police Administrative Services - Professional Services 1012402-636600. The original budgeted amount is \$75,000.00.

ORIGINAL BUDGET: \$75,000.00

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

ATTACHMENTS:

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

Submit Responses Online using the City of Columbia's eBidcolumbiasc at https://columbiasc.ionwave.net/ Phone Number: (803)545-3470		CITY OF COLUMBIA INVITATION FOR BID BIDDER ACKNOWLEDGEMENT	
Date: July 27, 2018	Bids will be opened at 11:00 A.M. on 8/13/18 and may not be withdrawn within 60 days after such date and time.	Bid No: 009-18-19	
Bid Title: Assessment, Testing and Promotion Services		Reason For No Bid:	
Vendor Name: <u>Industrial/Organizational Solutions, Inc.</u>		 AUTHORIZED SIGNATURE (MANUAL)	
Vendor Mailing Address: <u>1520 Kensington Rd., Ste 110</u>			
City-State-Zip: <u>Oak Brook, IL 60523</u>			
Telephone No: <u>888-784-1290</u>			
Fax No: <u>708-410-1558</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.		Chad C. Legel, President & CEO AUTHORIZED SIGNATURE/TITLE (TYPED)	
		ccl@iosolutions.com E-MAIL ADDRESS	
General Conditions			
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.			
E. Invoicing & Payment: The contractor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided, invoices shall contain the Contract Number and Purchase Order Number. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order.			
5. MANUFACTURER'S NAME & APPROVED EQUIVALENTS: Any manufactures names, trade names, brand names, information and/or catalogue numbers listed in a specification are for information and are not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit with his bid, cuts, sketches and descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. The City of Columbia reserves the right to determine acceptance of item(s) as an approved equivalent. Bids, which do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to bid an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. The Division of Purchasing is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the City unless evidenced by a Change Notice issued and signed by the City Purchasing Agent.			

Bid No: 009-18-19 Assessment, Testing, and Promotion Services
Page No: 4

DEPARTMENT OF PROCUREMENT AND CONTRACTS
1800 MAIN STREET, 2ND Floor
COLUMBIA, S.C. 29201

INVITATION FOR BID (IFB)

Sealed bids for **Employee Assessment, Testing, and Promotion Services** for the City of Columbia Police Department are subject to the conditions, and all provisions, etc., set forth herein and attached, will be received electronically using eBidcolumbiasc until **11:00 A.M., August 13, 2018** then publicly opened and read. The commodities and/or services must be furnished as described and specified.

Bid No. 009-18-19-MRM

By: Monique Morphis, Senior Buyer
Monique Morphis

**QUANTITIES/COMMODITIES,
OR SERVICES**

**UNIT PRICE
DOLLAR CENTS***

- | | |
|---|------------------|
| 1. Total cost for providing Assessment Testing and Promotion Services as described in specifications and outlined herein (Reference Tasks 1-5). | \$ <u>71,520</u> |
| 2. (Task 6) Optional Candidate Feedback and Review | \$ <u>1,600</u> |
| 3. (Task 7) Optional Legal Representation Services at an Hourly Rate | \$ <u>250</u> |

*Price is to be entered onto eBidcolumbiasc located at <https://columbiasc.ionwave.net/Login.aspx>. **DO NOT** include the sales tax in the price.

Award will be made to the lowest responsive and responsible bidder.

Note:

- In addition to submitting bid responses using eBidcolumbiasc, vendor will also attach to eBidcolumbiasc pages 1, 4, 10, and 19-26, of bid package before bid opening.
- All questions must be submitted to <https://columbiasc.ionwave.net/Login.aspx>. Using eBidcolumbiasc, the user must be logged in, select the solicitation, click "Question" and "Ask Question." The deadline for additional information and questions is August 6, 2018 by 12:00 P.M. (EST). The City will not accept telephone calls or visits regarding this IFB. No interpretation shall be binding unless in writing from the City of Columbia.

Bid No: 009-18-19 Assessment, Testing, and Promotion Services

Page No: 10

IV. BID FORM

Promotional Process Pricing

Task 1 - Job Analysis

RANK	Cost to Complete Job Analysis
Corporal, Sergeant & Lieutenant	\$10,350

Task 2 – Create, Administer and Score Written Exams

Est. # Candidates	RANK	Cost to Complete Exams
100	Corporal & Sergeant	\$10,040

Task 3 – Create Assessment Exercises

Est. # Candidates	RANK	Cost to Complete Exercises
130	Corporal, Sergeant & Lieutenant	\$31,250

Task 4 – Administer and Score Assessment Exercises

Est. # Candidates	Unit	RANK	Cost per Person	Cost to Complete Exercises
100	Each	Corporal & Sergeant	\$115.60	\$11,560
30	Each	Lieutenant	\$168.00	\$5,040

*Actual number of Assessment Exercise participants will vary based on the number of candidates with passing scores on the written exam.

Task 5 – Final Analysis Reports

Est. # Candidates	Complete Final Analysis
130	\$3,280

TOTAL COST of Parts 1-5

*Total Cost shall be submitted to Bid Online and page 4

\$* 71,520

Optional Services:

Task 6 – Candidate Feedback Reports

Est. # Candidates	Complete Feedback Reports
130	\$1,600/rank

Task 7 – Litigation and Appeals Support

Litigation and Appeals Support Cost Per Hour
\$250 per hour

For the purpose of evaluation a total number of 130 candidates have been included for the Administration and Scoring of the Assessment Exercise on Task 4 of the Cost Schedule. The City of Columbia will assume that an unknown percentage of the 100 candidates completing the written exam will score below the required level of competency and therefore not move forward to the



We Are Columbia

MEETING DATE: October 16, 2018

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to approve the Renewal of Hewlett Packard Support Services, as requested by the Information Technology Services Department. Award to Hewlett Packard Enterprise using the SC State Contract 44000011431 in the amount of \$63,531.48. This firm is located in Palo Alto, CA.

REQUISITION NO.: R193224

FINANCIAL IMPACT: Funding Source: Information Technology - Maintenance & Service Contract 1011120-638200. The original budgeted amount is \$63,531.48.

ORIGINAL BUDGET: \$63,531.48

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

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:

- **#a:** Hewlett Packard Quote (PDF)
- **#b:** SC State Contact HP (PDF)

Janelle Wallace
Hewlett Packard Enterprise Company
8000 Foothills Blvd
ROSEVILLE CA 95747

MICHAEL VUKOVICH
City of Columbia
1136 Washington St
COLUMBIA SC 29201-3224

10/02/2018

Support Account Reference: MXN3095559

HPE Reference Number: 47732623

Dear MICHAEL VUKOVICH:

Enclosed is a Hewlett Packard Enterprise support service quote for your products. Review the services, support items, coverage dates, addresses, and company contacts for accuracy. Please advise Hewlett Packard Enterprise of any changes prior to submitting your purchase order or authorization. To order support services detailed in this package, please return billing authorization by choosing one of the following convenient options. Subject to HPE Customer Terms - Support or purchase agreement with Hewlett Packard Enterprise and if applicable, Exhibit E24.

Option 1: Provide an open-ended purchase order. An open-ended purchase order allows Hewlett Packard Enterprise to add products to your agreement as necessary, as well as renew your support from year to year. Cancellation of the support service agreement requires a 30-day written notice.

Option 2: Provide a PO for the coverage dates specified in the enclosed referenced proposal.

Your PO must note at least one of the following, along with the support coverage period:

1. Hewlett Packard Enterprise Reference (quote) number(s),
2. Support Account Reference(s) (SAR)
3. Service Agreement ID(s) (SAID)
4. AMP ID(s)

* If there is an approval signature section on your PO then it should be signed/approved before sending to Hewlett Packard Enterprise. Please indicate if you are taxable or tax exempt. If your organization is Tax Exempt, please send a copy of your Tax Exemption Certificate with your PO. Include your billing frequency and current invoice-to address.

Option 3: Sign and return the attached Signature Authorization Form (SAM).

* If you provide authorization via the SAM form (Signature Authorization Method), please insure that all of the applicable boxes are checked on the form, along with the printed name and signature of the authorizing party.

Note: If the information in Options 1 through 3 is not included in your PO or SAM Form then Hewlett Packard Enterprise will need to contact you to collect this missing data, which will cause a delay in activating your support contract(s). Hewlett Packard Enterprise requires these details for audit purposes.

Hewlett Packard Enterprise values your business and looks forward to providing you with continued support. If you require further assistance, please contact your HPE Representative at 916 5401056 . You can send your PO or SAM to your HPE Representative, or FAX it to .

Sincerely,
Janelle Wallace
HPE Representative

SIGNATURE AUTHORIZATION METHOD (SAM)

The Signature Authorization Method (SAM) may be used to order Hewlett Packard Enterprise (HPE) Support Services **ONLY IF A PURCHASE ORDER IS NOT REQUIRED TO AUTHORIZE SERVICE DELIVERY AND REMIT PAYMENT**. This SAM form, including the quotation(s) and governing terms referenced herein shall be referred to collectively as the "Support Agreement."

(1) Customer Information:

Company Name
City of Columbia

Invoice to Address
1136 Washington St
Columbia SC 29201-3224

(2) Contract Information: Unless otherwise notified all quotes under the AMP ID below will be renewed:

☐ Initial Quote Number: 47732623

☐ ** AMP ID: 80266386FCP

Support Account Reference: MXN3095559

Coverage Period: 11/01/2018 - 10/31/2019

***The enclosed Support Account Overview dated 10/02/2018 summarizes the quotes contained within the above AMP ID.

This quote bundle is valid until: 10/31/2018

☐ Check as applicable if your authorization is open-ended.

The following term applies only to open-ended support agreements. This Support Agreement is for the period stated on Hewlett Packard Enterprise's quote. It will be extended without modification by consecutive terms of 12 months unless one of the parties gives written notice in accordance with the underlying business terms prior to the end of the respective 12 months. If modifications of the Support Agreement are necessary, Hewlett Packard Enterprise will notify Customer in writing 60 days before the modifications are effective. Customer may terminate this Support Agreement within 30 days from receipt of notice. If Customer does not exercise this right of termination, this Support Agreement will be continued to the end of the current term with the modifications, and extended by consecutive 12-month terms. Re-pricing will occur automatically without further authorization.

(3) REQUIRED- Tax Information:

☐ Taxable **OR** ☐ Tax Exempt Exemption # _____ (Attach copy of exemption certificate)

(4) REQUIRED- Billing Frequency: Do not enclose Payment. Please select one of the following:

Please bill me: ☐ Pre-Pay up front for the entire coverage term

☐ Annually

☐ Quarterly (Total annual amount must exceed \$20000)

☐ Semi-Annually (Total annual amount must exceed \$20000)

☐ Monthly (Total annual amount must exceed \$20000)

☐ Charge my credit card. Check one: ☐ Visa ☐ MasterCard ☐ American Express

For your protection, please call your HPE Sales Representative with the credit card number.

Cardholder Name (Print) _____

Cardholder's Signature _____

Credit Card Invoice-To Address _____

(5) REQUIRED- Service Authorization and Terms and Conditions:

Customer's signature on this form constitutes authorization for Hewlett Packard Enterprise to invoice Customer for the Hewlett Packard Enterprise support services represented in this Support Agreement. This support agreement will be governed by the following: i) The purchase agreement currently in effect between Customer and Hewlett Packard Enterprise that includes the delivery of Support Services, or if none, the Hewlett Packard Enterprise Customer Terms-Support (CTSP01), the Supplemental Data Sheet (CTDS01); and ii) any applicable Transaction Documents thereto.

Authorized Signature and Date

Printed Name, Title and Phone Number

(6) Completed form should be returned to:

Hewlett Packard Enterprise Company
Janelle Wallace
8000 Foothills Blvd
ROSEVILLE, CA 95747

TEL: 916 5401056
FAX:

Support Account Overview

AMP ID: 80266386FCP
Special Terms and Conditions No: 4400011431
Customer Address:

City of Columbia
1136 Washington St
COLUMBIA SC 29201-3224

HPE Address:

Hewlett Packard Enterprise Company
8000 Foothills Blvd
ROSEVILLE CA 95747

Customer Contact:

MICHAEL VUKOVICH
Tel: (803) 737-4222
Fax:
E-mail mvukovich@columbiasc.net

HPE Representative:

Janelle Wallace
Tel: 916 5401056
Fax:
E-mail janelle.wallace@hpe.com

This quote is valid until 10/31/2018

This order is governed by the specific agreement referenced below in the comment section. If none is identified, then Hewlett Packard Enterprise's standard terms will apply. Either one is the "Agreement".
Multi-year support renewals are governed by the Exhibit E24 in addition to the Agreement unless otherwise specified.

●Standard Terms: www.hpe.com/docs/customerterms

●Datasheets: www.hpe.com/info/mktlibrary

Your Support Access Options for Service Agreement Customers:

●Manage your service agreement online, visit - <https://s360.hpe.com> / <https://esam.hpe.com>

●HPE Support Center - www.hpe.com/support/hpesc

Please have your Service Agreement ID and Product/Serial available to expedite your support experience.

Support Account Reference	Service Agreement ID	Coverage Period		Description	Contract Total/USD
		From:	To:		
MXN3095559	1040 9619 6050	11/01/2018	10/31/2019	MXN3095559	58,825.44
Total Excluding Taxes City of Columbia					58,825.44

Please refer to the payment schedule for prices to be invoiced yearly in advance.

Support Account Overview



AMP ID: 80266386FCP

Customer Address:

City of Columbia
1136 Washington St
COLUMBIA SC 29201-3224

HPE Address:

Hewlett Packard Enterprise Company
8000 Foothills Blvd
ROSEVILLE CA 95747

Support Account Reference	Coverage Period		Description	Contract Total/USD
	From:	To:		

Summary of Charges

Hardware Support	17,153.52
SW Updates eDelivery	14,025.84
Software Support-Labor	27,646.08
Total Excluding Taxes	58,825.44

Total excludes all taxes. If applicable, taxes will be added at the time of invoicing at the current tax rate.
Total price includes all additions, deletions, warranties, discounts and adjustments if applicable.
Refer to the detail document for any applicable state & local tax

Please refer to the payment schedule for prices to be invoiced yearly in advance.

Support Account Detail



Special Terms and Conditions No: 4400011431
Your PO Reference:
CCRN Number: 0409619601

Support Account Reference: MXN3095559

HPE Reference No.: 47732623

Equipment Address:
 City of Columbia
 1136 Washington St
 Columbia SC 29201-3224

Software Update Address:
 City of Columbia
 1136 Washington St
 Columbia SC 29201-3224

Hardware Contact:
 MICHAEL VUKOVICH
 Tel: (803) 737-4222
 Fax:

Software Contact:
 MICHAEL VUKOVICH
 Tel: (803) 737-4222
 Fax:

This quote is valid until 10/31/2018
Coverage from: 11/01/2018 to: 10/31/2019

Service Agreement ID: 1040 9619 6050 For Support, please call: 866-211-5211

Product No.	Description	Serial No.	Coverage Period from: to:	Qty	Price/USD
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Comment: Participating Addendum #4400011431 must be cited on Purchase Order

H1K93AC HPE Proactive Care 24x7 wDMR SVC
***** Hardware Support *****

HPE Hardware Maintenance Onsite Support

Hardware Problem Diagnosis
 Onsite Support
 Parts and Material provided
 4 Hr Onsite Response
 24 Hrs Std Office Days
 24 hrs, Day 6
 24 hrs, Day 7
 Holidays Covered
 Travel Zone 1
 Defective Media Retention
 No Usage Limitation
 Remote Delivery SVC Advanced
 Access to Adv Tech Specialists

QR483A	HPE 3PAR StoreServ 7400 2-N Storage Base	MXN3095559	1	112.11
QR486A	HPE 3PAR 7000 4-pt 8Gb/s FC Adapter	KDBYD0AQ93K02E	1	18.03
QR486A	HPE 3PAR 7000 4-pt 8Gb/s FC Adapter	KDBYD0BDX3W0CK	1	18.03
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0G0	1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0G1	1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0FW	1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0FY	1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0FX	1	3.14

Please refer to the payment schedule for prices to be invoiced yearly in advance.

Printed on: 10/02/2018

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Special Terms and Conditions No: 4400011431
Your PO Reference:
CCRN Number: 0409619601

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0FV			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0CT			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0CV			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0CW			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0CU			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0CX			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0CY			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0CZ			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0D1			1	3.14
QR490A	HPE M6710 2.5in 2U SAS Drive Enclosure	MXN30901FS			1	23.52
QR490A	HPE M6710 2.5in 2U SAS Drive Enclosure	MXN30901FT			1	23.52
QR490A	HPE M6710 2.5in 2U SAS Drive Enclosure	MXN30901FV			1	23.52
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0GL			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0GM			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0GK			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0GS			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0GT			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0GP			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0D2			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0D0			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0GJ			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0D9			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0GD			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0GH			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0GF			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0DU			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0DS			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0DR			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0DT			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0DZ			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0DY			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0DP			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0DW			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0DV			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0DX			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0D4			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0D6			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0D5			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0D3			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0D8			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0DA			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0DB			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0DC			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0EL			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0EM			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0EN			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0EP			1	3.14

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Special Terms and Conditions No: 4400011431
Your PO Reference:
CCRN Number: 0409619601

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0ER			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0ES			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0EU			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0ET			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0EV			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0EW			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0D7			1	3.14
QR491A	HPE M6720 3.5in 4U SAS Drive Enclosure	MXN30901FW			1	23.52
QR491A	HPE M6720 3.5in 4U SAS Drive Enclosure	MXN30901FX			1	23.52
QR491A	HPE M6720 3.5in 4U SAS Drive Enclosure	MXN30901FY			1	23.52
QR491A	HPE M6720 3.5in 4U SAS Drive Enclosure	MXN30901H0			1	23.52
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0GM			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0GW			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0GV			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0GN			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0GG			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0GE			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0GP			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0GJ			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0GK			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0GL			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0GH			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0GC			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0GD			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0GF			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0FD			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0FE			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0FF			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0FG			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0F6			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0F5			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0HE			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0HF			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0HH			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0HB			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP304N002			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0G3			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP303N3UP			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP303N3UU			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0G4			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0FY			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0FW			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0HD			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0HC			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP303N3UV			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP303N3UW			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP304N003			1	3.14

Please refer to the payment schedule for prices to be invoiced yearly in advance.

Special Terms and Conditions No: 4400011431
Your PO Reference:
CCRN Number: 0409619601

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP303N3UN			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP304N004			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP304N005			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP303N3UX			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0FS			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0FR			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP304N00M			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP304N00N			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP304N00R			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP304N00S			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP304N00T			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP304N00U			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP304N00V			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP304N00W			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP304N00X			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP304N00Y			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0FK			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0FN			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0FL			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0FM			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0FA			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0FB			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0FC			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0F7			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0F8			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0F9			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0MK			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0MJ			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0M5			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0M3			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0M0			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0LZ			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0LV			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0LU			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0MG			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0M8			1	3.14
252663-D72	HPE Basic 4.9kVA/L6-30P/C19/NA/J PDU	CN02470077			1	0.00
252663-D72	HPE Basic 4.9kVA/L6-30P/C19/NA/J PDU	CN02470078			1	0.00
252663-D72	HPE Basic 4.9kVA/L6-30P/C19/NA/J PDU	CN02470087			1	0.00
252663-D72	HPE Basic 4.9kVA/L6-30P/C19/NA/J PDU	CN02470076			1	0.00
BW946A	HPE 42U Location Discovery Kit	CN8305P0RW			1	0.00
BW932A	HPE 600mm Rack Stabilizer Kit				1	0.00
BW906A	HPE 42U 1075mm Side Panel Kit				1	0.00
QR483A	HPE 3PAR StoreServ 7400 2-N Storage Base	MXN3095560			1	112.11
QR486A	HPE 3PAR 7000 4-pt 8Gb/s FC Adapter				1	18.03
		KDBYD0BDX3W0E0				
QR486A	HPE 3PAR 7000 4-pt 8Gb/s FC Adapter				1	18.03

Please refer to the payment schedule for prices to be invoiced yearly in advance.

Special Terms and Conditions No: 4400011431
Your PO Reference:
CCRN Number: 0409619601

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		
		KDBYD0BDX3W0CD				
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0BA			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N04W			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0GZ			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0GU			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0H4			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0H6			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0H8			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0FL			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0BX			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0BR			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0B9			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0GX			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0GV			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0H1			1	3.14
QR490A	HPE M6710 2.5in 2U SAS Drive Enclosure	MXN30901H3			1	23.52
QR490A	HPE M6710 2.5in 2U SAS Drive Enclosure	MXN30901H2			1	23.52
QR490A	HPE M6710 2.5in 2U SAS Drive Enclosure	MXN30901H1			1	23.52
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0HA			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0H9			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0H5			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0H7			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0GB			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0ED			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0EK			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0G9			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0GC			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0GW			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0G8			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0GY			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0H3			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0H2			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0H0			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0EC			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0EE			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0EJ			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0GA			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0EA			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0EG			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0EH			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0EF			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0FF			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0FD			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0FE			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0FG			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0G4			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0GE			1	3.14

Please refer to the payment schedule for prices to be invoiced yearly in advance.

Special Terms and Conditions No: 4400011431
Your PO Reference:
CCRN Number: 0409619601

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0HB			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0HC			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0FC			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0FB			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0FA			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0F9			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0F8			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0F7			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0HD			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0G7			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0G5			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0G6			1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0EB			1	3.14
QR491A	HPE M6720 3.5in 4U SAS Drive Enclosure	MXN30901H7			1	23.52
QR491A	HPE M6720 3.5in 4U SAS Drive Enclosure	MXN30901H6			1	23.52
QR491A	HPE M6720 3.5in 4U SAS Drive Enclosure	MXN30901H5			1	23.52
QR491A	HPE M6720 3.5in 4U SAS Drive Enclosure	MXN30901H4			1	23.52
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0MH			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0LY			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0LT			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0M2			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG304N04D			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG304N01A			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0J0			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0JY			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0JX			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0JW			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0HV			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0HT			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0HN			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0HG			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0HZ			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0LR			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP304N009			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0HJ			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0K6			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0K7			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0K5			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0J1			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP304N008			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP304N007			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP304N001			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP304N006			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP303N3V0			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP303N3UY			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP303N3UZ			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0LP			1	3.14

Please refer to the payment schedule for prices to be invoiced yearly in advance.

Special Terms and Conditions No: 4400011431
Your PO Reference:
CCRN Number: 0409619601

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0LL			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0LM			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0MD			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0M9			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0LS			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0M1			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0LX			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0LW			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0HK			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0HX			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0JP			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0JT			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0JS			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0JR			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0J3			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0HW			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0HY			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0J2			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0J6			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0JU			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0JV			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0JB			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0JC			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0JG			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0JF			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0JE			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0JD			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0J7			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0J4			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0FX			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0G1			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0G7			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0G2			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0GA			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0G9			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0G0			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0JZ			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP304N00B			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP304N00A			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0G6			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0FZ			1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0G5			1	3.14

Discounts

Government Header Discount % -20%

364.40-

Pre Payment HdrDisc% -2%

28.14-

Please refer to the payment schedule for prices to be invoiced yearly in advance.

Special Terms and Conditions No: 4400011431
Your PO Reference:
CCRN Number: 0409619601

Product No.	Description	Serial No.	Coverage Period from: to:	Qty	Price/USD
-------------	-------------	------------	------------------------------	-----	-----------

***** Software Support *****
HPE Software Technical Unlimited Support

SW Technical Support
SW Electronic Support
24 Hrs Std Office Days
24 Hrs Day 6
24 Hrs Day 7
Holidays Covered
Standard Response
Access to Adv Tech Specialists

BC795A	HP 3PAR 7400 Reporting Suite LTU			1	53.31
BC796A	HP 3PAR 7400 App Suite for VMware LTU			1	53.31
BC798A	HP 3PAR 7400 App Suite for SQL LTU			1	53.31
BC773A	HP 3PAR 7400 OS Suite Base LTU			1	80.75
BC774A	HPE 3PAR 7400 OS Suite Drv LTU			168	263.76
BC775A	HPE 3PAR 7400 Replication Suite Base LTU			1	50.18
BC776A	HPE 3PAR 7400 Replication Suite Drv LTU			168	263.76
BC777A	HP 3PAR 7400 Data Opt Suite Base LTU			1	69.78
BC778A	HPE 3PAR 7400 Data Opt Suite Drv LTU			168	263.76
BC795A	HP 3PAR 7400 Reporting Suite LTU			1	53.31
BC796A	HP 3PAR 7400 App Suite for VMware LTU			1	53.31
BC798A	HP 3PAR 7400 App Suite for SQL LTU			1	53.31
BC773A	HP 3PAR 7400 OS Suite Base LTU			1	80.75
BC774A	HPE 3PAR 7400 OS Suite Drv LTU			168	263.76
BC775A	HPE 3PAR 7400 Replication Suite Base LTU			1	50.18
BC776A	HPE 3PAR 7400 Replication Suite Drv LTU			168	263.76
BC777A	HP 3PAR 7400 Data Opt Suite Base LTU			1	69.78
BC778A	HPE 3PAR 7400 Data Opt Suite Drv LTU			168	263.76

HPE Software Updates SVC

License to Use & SW Updates
HPE Recommended SW Upd Method
HPE Recommended Doc Upd Method

BC795A	HP 3PAR 7400 Reporting Suite LTU			1	28.22
BC796A	HP 3PAR 7400 App Suite for VMware LTU			1	28.22
BC798A	HP 3PAR 7400 App Suite for SQL LTU			1	28.22
BC773A	HP 3PAR 7400 OS Suite Base LTU			1	43.12
BC774A	HPE 3PAR 7400 OS Suite Drv LTU			168	131.04
BC775A	HPE 3PAR 7400 Replication Suite Base LTU			1	26.66
BC776A	HPE 3PAR 7400 Replication Suite Drv LTU			168	131.04
BC777A	HP 3PAR 7400 Data Opt Suite Base LTU			1	36.85
BC778A	HPE 3PAR 7400 Data Opt Suite Drv LTU			168	131.04
BC795A	HP 3PAR 7400 Reporting Suite LTU			1	28.22
BC796A	HP 3PAR 7400 App Suite for VMware LTU			1	28.22
BC798A	HP 3PAR 7400 App Suite for SQL LTU			1	28.22

Please refer to the payment schedule for prices to be invoiced yearly in advance.

Special Terms and Conditions No: 4400011431
Your PO Reference:
CCRN Number: 0409619601

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		
BC773A	HP 3PAR 7400 OS Suite Base LTU				1	43.12
BC774A	HPE 3PAR 7400 OS Suite Drv LTU				168	131.04
BC775A	HPE 3PAR 7400 Replication Suite Base LTU				1	26.66
BC776A	HPE 3PAR 7400 Replication Suite Drv LTU				168	131.04
BC777A	HP 3PAR 7400 Data Opt Suite Base LTU				1	36.85
BC778A	HPE 3PAR 7400 Data Opt Suite Drv LTU				168	131.04

Discounts

Government Header Discount % -20%	886.40-
Pre Payment HdrDisc% -2%	72.94-

Summary of Charges

Hardware Support	1,429.46
Hardware Support Tax SC	0.00
SW Updates eDelivery	1,168.82
SW Updates eDelivery Tax SC	0.00
Software Support-Labor	2,303.84
Software Support-Labor Tax SC	184.31
TOTAL INCLUDING TAX	5,086.43

Taxes have been added at current rate, however, tax rates will be those in effect at the time of invoicing.
Total price includes all additions, deletions, warranties, discounts and adjustments if applicable.

Please refer to the payment schedule for prices to be invoiced yearly in advance.

Payment Schedule as of 10/02/2018

AMP ID: 80266386FCP

Settlement Period from: 11/01/2018 to: 10/31/2019

Support Account Reference	11/01/2018 10/31/2019
MXN309559	58,825.44
Total for the period	
City of Columbia	58,825.44
Applicable tax to be added to the invoice.	

Please refer to the payment schedule for prices to be invoiced yearly in advance. Price in USD.

Hewlett Packard Enterprise Computer Equipment (Servers, Storage, and Peripherals) NASPO ValuePoint Max Contract Period: 10/01/2015 - 03/31/2020 Page last update: 04/12/2018	Procurement Manager Will Butler 803-737-9854 wbutler@mmo.sc.gov
Contract Pricing for all Vendors listed below Hewlett Packard Enterprise Master Agreement SC Participating Addendum	
Any and all leasing will be through the State Term Contract for IT Equipment Leasing with Presidio Technology Capital, LLC Link to IT Equipment Leasing Contract Sheet	
Important Note: Please review the SC Participating Addendum (PA) prior to purchase as it lists exclusions to each individual vendor's contract. At a minimum no vendor is allowed to sell: instructional packages; AV equipment; whiteboards; any item for which there is a state term contract; software, software maintenance, subscriptions or downloads (except operating software with initial purchase of equipment).	

Hewlett Packard Enterprise
 Place, Send, or Fax Orders to:
 Hewlett Packard Enterprise
 Attn: Public Sector Sales
 14231 Tandem Blvd., Austin, TX 78728
 Fax: 1-800-825-2329
 Email: us-sled-order@hpe.com

Enterprise Inside Sales Representative
 Allie McNeal
 Phone: 1-972-362-1557
 Email: alexandria.mcneal@hpe.com

For Escalations and NASPO Valuepoint Contract Manager:

Stacey Kearns
 Phone: 512-319-3018 (office)
 Phone: 501-205-6277 (mobile)
 Email: stacey.lyn.kearns@hpe.com

Contract Number: 4400011431
 FEIN: 47-3298624
 E-Rate SPIN: Not Available

Orders may also be made through Hewlett Packard Enterprise resellers who have been awarded a contract by ITMO. See list of authorized resellers below.



We Are Columbia

MEETING DATE: October 16, 2018

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to approve the Renewal for Banner CIS Support Services, as requested by the Budget and Program Management Office. Award to Hansen Technologies in the amount of \$103,915.54. This firm is located in Columbia, SC.

REQUISITION NO.: R193103

FINANCIAL IMPACT: Funding Source: Program Management Office - Maintenance and Service Contract 6218950-638200. The original budgeted amount is \$103,915.54.

ORIGINAL BUDGET: \$103,915.54

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

We are seeking City Council's approval for the City's annual maintenance and support agreement with Hansen Technologies for the Banner CIS utility billing software which is responsible for the billing and customer management for water and sewer, parking garages and solid waste. Funds for this agreement are included in the FY 18/19 annual budget.

Sec. 2-204. (7) - Competitive sealed bidding required; exceptions.

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

ATTACHMENTS:

- **#a:** FY 2018-2019 Banner Invoice (PDF)



Hansen Banner, LLC
 The Empire State Building
 350 Fifth Avenue, Suite 6510
 New York NY 10118
 Tel: (212) 268-6000

TAX ID:	46-5651020
Invoice No.	B002076
Date	9/17/2018
Due Date	10/17/2018

Bill To:
 City of Columbia
 1401 Main St FL 10
 Columbia SC 29201

Ship To:
 City of Columbia
 1401 Main St FL 10
 Columbia SC 29201

R193103

Attention	Customer Number	Purchase Order No.
	COL001	

Description	Quantity	Unit Price	Total Amount
BANNER CIS Annual Maintenance 150,000 Licenses Coverage Period: 1st July 2018 to 30th June 2019	1.00	103,915.54	103,915.54

Account Manager- Laura Elwell-Ham

SUBTOTAL:	Z-US\$	103,915.54
SALES TAX:	Z-US\$	0.00
INVOICE TOTAL:	Z-US\$	103,915.54

Remit Checks to:
 Hansen Banner, LLC
 The Empire State Building
 350 Fifth Avenue, Suite 6510
 New York NY 10118
 HansenNAAR@hsntech.com

Direct Payments to:
 Hansen Banner, LLC
 Routing: ACH 121000358 / Wire 021000322
 Acct: 483043641195 / SWIFT # BOFAUS3N
 Bank of America, NA
 350 5th Ave, New York, NY 10118



We Are Columbia

MEETING DATE: October 16, 2018

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the Rental of a Portable Ice Rink, as requested by the Parks and Recreation Department. Award to Magic Ice USA in an amount not to exceed \$115,000.00. This firm is located in Miami, FL.

REQUISITION NO.: R193020

FINANCIAL IMPACT: Funding Source: Recreation Programs- Special Projects - Ice Rink 1015106-638518. The original budgeted amount is \$115,000.00.

ORIGINAL BUDGET: \$115,000.00

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

The rink will be located at Columbiana Centre from November 19, 2018 - January 28, 2019. This three-year Contract is scheduled to expire on June 30, 2021, but has an option to extend an additional two-year period. The total contract term including the option to extend shall not exceed beyond June 30, 2023.

ATTACHMENTS:

- **#b:** Ice Rink Bid - Term of Agreement (PDF)
- **#c:** Contract Amendment (PDF)
- **#d:** Magic Ice USA Addendum #1 (PDF)

Bid 008-17-18-CPM Portable Ice Skating Rink

Page No: 7

I. PURPOSE

The City of Columbia Parks and Recreation Department (City) is seeking bids for a Vendor to provide turnkey equipment rental, installation and removal of a temporary portable ice skating rink. The location of the portable rink is the Boyd Center, 1501 Main Street (backside of TD Bank), Columbia, South Carolina. The space allocated for the rink is 60 feet x 80 feet.

The portable ice skating rink will operate three (3) months, November through January, at the Boyd Center, located at (backside of TD Bank) 1501 Main Street. The ice rink shall be delivered, installed and setup the Saturday before Thanksgiving each year of the contract. The City's intent is for this event to be exciting, unique, and multi-faceted, providing a compelling reason for citizens and visitors to attend.

The initial term of the contract shall be three years, June 30, 2021 . There will be an option to extend an additional two year period. The total contract term including the option to extend shall not exceed beyond June 30, 2023.

II. SCOPE OF SERVICES

Vendor shall provide:

- All appurtenances for installation, operation, maintain, disassemble, and remove a portable ice skating rink. The ice rink shall have a 50'X70' pumping grid, including all header piping and plumbing transmission piping from the rink to the refrigerator system, which shall not be located more than 50 feet from the rink.
- Cabling as necessary to bring power to the chiller, the recirculation pump, and other electrical needs. Power for existing loads must be maintained.
- An electric transformer. The transformer must be able to cool a 100 air cooled refrigeration system and pump suitable for making ice. Additionally, the transformer must comply with a power source that is three-phase, 480 volt, 400 amp.
- A Skating surface that must be real ice. Synthetic ice will not be acceptable.
- Ice maintenance tools.
- A module dasher board and railing system – to fit around the ice rink and safely protect participants.
- Secondary refrigerant cooling liquid.
- An ice resurfacers
- Ice painting equipment and supplies.
- A minimum of 197 pairs of skates (for rental). See Appendix A for skate sizes and quantities.
- Skate racks – these racks must accommodate a minimum of 197 pairs of skates in a neat and orderly fashion.



Bid008-17-18-CPM
Portable Ice Skating Rink
Magic Ice

Contract Amendment #1

October 10, 2018

Description of Change: The portable ice skating rink will operate for three (3) months, November 2018 through January 2019, at Columbiana Centre, located at 100 Columbiana Circle.

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

City of Columbia
Department of Procurement and Contracts
1800 Main Street, 2nd floor, Columbia, SC 29201
Office: 803.545.3470 Email: procurement@columbiasc.net

MAGIC ^{*}ICE USA, INC.

Post Office Box 163839
Miami, Florida 33116-3839
WWW.MAGICICEUSA.COM
Toll Free (877)374-(RINK)7465
Telephone (305) 255-4144
Fax (305) 253-3973

ADDENDUM #1

October 17, 2018

City of Columbia Parks & Recreation
1111 Parkside Drive
Columbia, SC 29203

THE INVITATION TO BID NO. 008—17-18-CPM

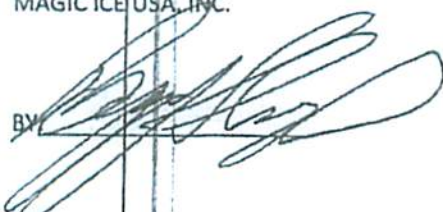
DATES OF RENTAL: NOVEMBER 12, 2018 – JANUARY 28, 2019

THE LOCATION OF THE PORTABLE ICE RINK IS HEREBY CHANGED TO THE FOLLOWING LOCATION:

100 Columbiana Circle
Columbia, South Carolina 29212

Accepted:

MAGIC ICE USA, INC.

BY: 

CITY OF COLUMBIA SC

BY: 

Date: 10/15/2018

APPROVED AS TO FORM


Legal Department City of Columbia, SC



We Are Columbia

MEETING DATE: October 16, 2018

DEPARTMENT: Parks & Recreation

FROM: *Randy Davis, Director*

SUBJECT: Council is asked to ratify the Ice Rink Management Services Agreement and the First Amendment to the Ice Rink Management Services Agreement, as requested by the Parks and Recreation Department. Award to Columbiana Centre, LLC in the amount of \$5,000.00. This firm has a local office in Columbia, SC.

FINANCIAL IMPACT: Funding Source: 1015106-638518

CLEAN WATER 2020?: No

STRATEGIC GOALS: Foster a healthy quality of life

Update to the new location for the operation of the Columbia's Holiday Ice.

ATTACHMENTS:

- **#a:** First Amendment - Ice Rink Agreement (PDF)
- **#b:** Management Agreement for Ice Skating Rink (PDF)

**FIRST AMENDMENT TO
ICE RINK MANAGEMENT SERVICES AGREEMENT**

THIS FIRST AMENDMENT to Ice Rink Management Services Agreement ("**Amendment**") is made and entered into by and between Columbiana Centre, LLC ("**Owner**") and City of Columbia ("**City**").

- A. The parties entered into an Ice Rink Management Services Agreement dated August 1, 2018 ("**Agreement**") for the installation of a portable ice rink and associated management services at the property commonly known as Columbiana Centre located at 100 Columbiana Circle, Columbia, SC 29212 ("**Property**").
- B. The parties desire to amend certain terms of the Agreement as more particularly set forth herein.

NOW THEREFORE, effective as of the date of this Amendment the parties hereto agree as follows.

1. Section 3 of the Agreement (Compensation; Fees) is hereby amended and restated as follows:

"For the use of space at the Property during the Term for the Rink, City agrees to pay Owner a fee in the amount of five thousand dollars (\$5,000.00). Such amount shall be due on or before October 15, 2018."

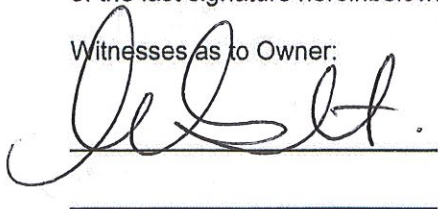
2. Section 11 of the Agreement (Insurance) is hereby amended and restated as follows:

"City shall provide the insurance coverage set forth on Exhibit C attached hereto and deliver to Owner a certificate of insurance described therein no later than October 15, 2018. If City is self-insured, Owner will permit City to provide its certificate of Self-Insurance, which shall constitute compliance with the requirement for insurance under this section."

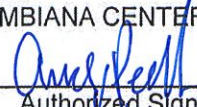
3. Exhibit A attached to the Agreement is hereby amended and restated with the Exhibit A attached hereto.
4. Except as specifically amended, supplemented and modified by this Amendment, all of the terms and provisions of the Contract remain in full force and effect and all capitalized terms not defined in this Amendment have the meaning set forth therefor in the Contract.

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

Witnesses as to Owner:



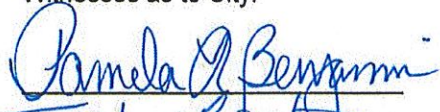
OWNER:
COLUMBIANA CENTER, LLC

BY:  _____

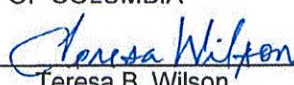
Authorized Signatory

Date: 10/10/18

Witnesses as to City:




CITY:
CITY OF COLUMBIA

BY:  _____

Teresa B. Wilson

ITS: City Manager

Date: 10/10/2018

APPROVED AS TO FORM


Legal Department City of Columbia, SC

REVISED EXHIBIT A

1. **HOURS OF OPERATION:** City shall perform the Services at all times listed below:

DATES	HOURS

City understands that the hours of operation of the Property are subject to and City agrees that if Owner provides notice of changes in the hours of operation of the Property, City will adjust the Hours of Operation to correspond with the Property's request, as reasonably requested.

2. **SCOPE OF SERVICES:** In addition to the other obligations of City set forth in this Agreement, City shall provide the following Services:

- A. Except as otherwise provided herein, all tools, supplies and equipment necessary for installation and removal of City's Equipment.
- B. All transportation and freight to and from site.
- C. Professional installation personnel
- D. Professional installation supervisor
- E. Professional refrigeration technician at installation.
- F. Travel expenses for all out-of-town professional personnel for installation and removal.
- G. Day to day management of the Rink.

3. **CONTRACTOR'S EQUIPMENT.**

- A. A 50'x 70' ice rink pumping grid, including all header piping and plumbing transmission piping from the rink to the refrigerator system, which shall not be located more than 50 feet from the rink.
- B. 100 ton air-cooled refrigeration system and pump; suitable for making ice.
- C. Ice maintenance tools.
- D. Insulation and/or vapor barriers, if necessary
- E. Module dasher board and railing system.
- F. Secondary refrigerant cooling liquid.
- G. Ice painting equipment and supplies
- H. 300 pairs rental skates.
- I. Ice Wizard Ice Resurfacer

ICE RINK MANAGEMENT SERVICES AGREEMENT

This Ice Rink Management Services Agreement ("Agreement") is made as of the 1st day of August, 2018 ("Effective Date") by and between Columbiana Centre, LLC ("Owner") and City of Columbia ("City").

RECITALS

- A. Owner owns the property commonly known as Columbiana Centre located at 100 Columbiana Circle Columbia, SC 29212 (the "Property").
- B. City and Owner desire to enter into an arrangement whereby City: (i) provides and installs a portable ice skating rink ("Rink") for the holiday season at the location specified on Exhibit B attached hereto at the Property; and (ii) performs skating rink management services and other related services in accordance with the terms of this Agreement, all as further set forth herein and in Exhibit A attached hereto ("Services").

NOW THEREFORE, in consideration of the mutual agreements contained herein, the parties hereto agree as follows:

1. **TERM.** This Agreement shall be binding as of the Effective Date when signed and delivered by the parties. However, the parties' obligations under this Agreement shall commence on November 19, 2018 ("Commencement Date") and shall continue and remain in effect from such applicable Commencement Date for a period ("Term") expiring upon the close of the Property's required hours for the Services on January 21, 2019. ("Expiration Date").

2. **SERVICES.** City shall provide the following Services and those specified in Exhibit A to the satisfaction of Owner and in strict accordance with this Agreement:

A. City will install, operate and maintain the Rink, related equipment, material and supplies in a professional manner consistent with best practices in the facilities management industry.

B. City shall be responsible for and shall provide at all times during the Hours of Operation (as defined in Section 6 herein) sufficient and appropriate personnel to provide the Services in accordance with this Agreement, which shall include a full-time manager, rink attendants and any other personnel, necessary for the efficient operation of the Rink (such personnel referred to herein individually as a "Rink Employee" and collectively as "Rink Employees"). City shall employ, discharge, train and supervise the Rink Employees in the performance of the Services and shall maintain good order among Rink Employees performing Services at the Property. City shall ensure that each Rink Employee: (i) has the qualifications necessary to perform their job functions; (ii) successfully completes an Owner approved drug screening and criminal background check (paid by City); and (iii) has the necessary qualifications to be, and is, bonded under fidelity or other similar insurance as required hereunder. City shall not allow any person to perform Services at the Property if such person possesses a job-related felony conviction within the preceding seven years. City will, upon Owner's request, certify in writing that all required background investigations and drug screenings have been successfully completed prior to placement of any individual at the Property. City agrees that upon request of Owner it shall reassign any of its employees who, in the reasonable opinion of Owner, are not satisfactory.

All personnel employed or hired by City to provide the Services ("City Parties") shall be solely the responsibility of City and shall have no contractual relationship with Owner.

C. City shall be completely responsible for all safety precautions and requirements relative to the operation of the Rink.

D. While performing the Services at the Property, City shall ensure each Rink Employee shall dress appropriately and in compliance with the dress code then in place at the Property, which may include wearing a uniform approved by Owner. City agrees that Rink Employees may, from time to time, be required to wear apparel and/or accessories as directed by Owner; provided, however, in such situations such apparel and/or accessories shall either be directly supplied by Owner or otherwise provided at Owner's cost and expense.

E. City shall have direct responsibility for all employees providing the Services and shall have sole: (i) responsibility for their hiring, supervision, safety, health, compensation, benefits, taxes and other withholding requirements, promotion, discipline, discharge, and all other employer-employee matters; and (ii) liability for all claims arising from such matters.

G. City shall consult with Owner on a weekly, no-fee basis concerning the operation of the Rink and the performance of the Services, including the implementation of such additional services as Owner may request.

H. City shall not install any signs, advertising devices, lettering, or placards, without the consent of Owner, which shall be in Owner's sole discretion. No signage on the Property shall include, display or advertise the name of City, unless approved by Owner, in its sole discretion.

3. **COMPENSATION; FEES.** For the use of space at the Property during the Term for the Rink, City agrees to pay Owner a fee in the amount of fifteen thousand dollars (\$15,000). Such amount shall be due on or before September 1, 2018.

4. **OTHER OPPORTUNITIES.** Owner reserves the right, in its sole discretion, to enter into agreements with third parties for advertising and/or sponsorship opportunities in or on the Rink. City agrees to cooperate with Owner and, as directed by Owner, any such third party in connection with such marketing efforts. No other service, sale of merchandise, solicitation or other activities for which a fee is exacted or that results in a payment being made shall be undertaken by City or permitted by City to be undertaken by others, unless authorized by Owner in advance.

5. **RINK OPERATIONS.**

A. **City Equipment.** City shall provide the Rink and related equipment specified on Exhibit A (collectively "City's Equipment"), which shall be used only to provide the Services in accordance with this Agreement. City's Equipment shall be and remain the property of City, and Owner shall not have or gain any right, title or interest to City's Equipment, provided, however, that in the event City fails to remove any City Equipment within ten (10) days of the expiration or termination of this Agreement, then Owner shall have the right to remove and store City's Equipment at City's sole cost and expense City shall have no claim against Owner for such removal and storage.

- B. Maintenance; Repairs; Utilities.** City agrees to use its best efforts to promptly repair any malfunction of City's Equipment. City agrees to use reasonable diligence in the care and protection of the Rink and all related equipment subject to this Agreement, and will promptly notify Owner if it becomes aware of the necessity for maintenance of, repair to or replacement thereof. City shall be responsible, at City's sole cost and expense, for all required repairs, unless such repairs are a result of the negligence or willful misconduct of Owner, its agents or employees.
- C. Owner Equipment and Obligations.** Owner shall provide the equipment specified on Exhibit A for the benefit of City ("Owner Equipment"). Owner's Equipment shall be and remain the property of Owner, and City shall not have or gain any right, title or interest to Owner's Equipment.
- D. Permits and Taxes.** City shall procure and keep in full force and effect, licenses, permits, bonds and/or other authorizations necessary to provide the Services (except for Owner's permit obligations set forth on Exhibit A); and (ii) unless expressly provided otherwise in this Agreement, pay all sales, use, service, gross receipts and other excises and taxes on or respecting the Services, any materials included therein, or otherwise relating to this Agreement.
- 6. HOURS OF OPERATION.** City shall cause the Rink to be operated and open for skating during the days and hours specified on Exhibit A ("Hours of Operation"), which Owner shall have the right to modify at its sole discretion.
- 7. COMPLIANCE WITH APPLICABLE LAWS.** City shall comply with all applicable statutes, laws, codes, ordinances, rules, regulations and governmental orders, as well as applicable professional licensing agreements, if any, pertaining in any way to the Services. City has no responsibility to ensure the Property's compliance with laws regarding physical conditions of real property that are the responsibility of Owner as owner of the Property. Such compliance of the Property shall be the sole responsibility of Owner.
- 8. LIENS.** City shall immediately satisfy, or bond off on, any liens filed against the Property by any person or entity retained by City whether or not City believes the claim to be valid.
- 9. CONFIDENTIALITY.** City acknowledges that Owner, and its affiliated companies own confidential and other proprietary information. City shall treat as strictly confidential and shall not use for its own, or any third party's purposes, or divulge or permit to be divulged to, or examined or copied by others any information or data obtained by City in connection with this Agreement that is confidential or proprietary to Owner or any of its affiliated companies or customers, including, without limitation, any work product created or obtained by City pursuant to this Agreement. In the event of a breach or threatened breach of the provisions of this Section, Owner shall be entitled to an injunction restraining City from making any disclosure in breach of this Section without having to prove actual damages or threatened irreparable harm. Such injunctive relief as Owner may obtain shall be in addition to any other rights and/or remedies available to Owner at law or in equity. This Section shall survive expiration or termination of this Agreement.
- 10. REPORTING AND RECORDS.** City will at all times keep complete and accurate accounts, books and records (collectively "Records") in connection with the Services in accordance with generally accepted accounting principles in the United States. The Records will

include, without limitation, all deposit slips or duplicates, bank statements, ledgers, invoices or vouchers related to the operation of the Rink by City. City shall maintain the Records for at least three (3) years following the close of the year to which they pertain.

11. INSURANCE. City shall provide the insurance coverage set forth on Exhibit C attached hereto and deliver to Owner a certificate of insurance described therein prior to commencement of the Services. If City is self-insured, Owner will permit City to provide its certificate of Self-Insurance, which shall constitute compliance with the requirement for insurance under this section.

12. INDEMNIFICATION; WAIVER OF RECOVERY

- A. City as an organization of the State of South Carolina, shall be liable, subject to the applicable provisions of S.C. Code Section 15-78-10 et seq. of the State Tort Claims Act for all claims and demands for property damage, loss, personal injury or death caused by the negligent or wrongful act or omission of any officer or employee of the City while acting within the scope of the office of employment, or persons acting for the City in an official capacity, temporarily, whether with or without compensation.

13. TERMINATION.

- A. Unless cured within ten (10) business days of notice of the alleged breach, either party may terminate this Agreement upon notice if the other party commits a material breach of this Agreement, or at any time upon written notice if the other party ceases its business operations, becomes insolvent or unable to pay its debts as they mature, makes a general assignment for the benefit of its creditors, is the subject of an appointment of a receiver or trustee for its business at the Property, or files or has filed against it proceedings under any provision of the United States Bankruptcy Code, as codified at 11 U.S.C. Sections 101, et seq. or similar applicable law, as such may be amended from time to time. Any such notice of termination shall identify the Property to which it applies and specify the alleged breach or cause in reasonable detail. In the event of termination of this Agreement for cause by Owner pursuant to this Subsection 13 A, City shall not be entitled to a refund of any fees paid to Owner.
- B. Each party shall have the right to terminate this Agreement, with or without cause, by providing thirty (30) days' prior written notice to City. In the event Owner terminates under this Subsection 13B, Owner shall pay to the other unearned portion of the fee paid to Owner based on the remaining portion of the Term.
- C. Upon expiration or termination of this Agreement, City shall cease performance of the Services and shall remove all of City's Equipment from the Property pursuant to Section 5A herein. City shall repair any damage caused by such removal and peaceably yield up the premises in clean and good order, ordinary wear and tear excepted.
- D. Termination of this Agreement shall not affect any party's right to recover damages for violations of this Agreement or any other rights or remedies of either party under this Agreement or applicable laws (all of which shall be cumulative), except as expressly provided to the contrary in this Agreement.

14. GENERAL PROVISIONS.

- A. Entire Agreement.** This Agreement, which includes the exhibits referenced herein and attached hereto, sets forth the entire understanding and agreement of the parties with respect to the Property and the subject matter of this Agreement and supersedes all prior agreements, representations, warranties, understandings and commitments of the parties, whether oral or written, with respect thereto (except for any City warranties and other provisions of any prior agreements which survive termination of such other agreements).
- A. Modifications and Amendments.** No modification or amendment of any term or condition of this Agreement shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representatives, and specifying with particularity the nature and extent of such modification or amendment.
- C. Assignment.** This Agreement may not be assigned, in whole or in part, by City without the prior written consent of Owner. Owner may freely assign this Agreement to any affiliate or to any other assignee, provided that any such assignee (other than an affiliate) agrees in writing to fulfill all obligations of Owner under this Agreement.
- D. Governing Law; Disputes.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the state in which the Property is located, without regard to choice of law or conflicts of laws provisions thereof. THE PARTIES HEREBY WAIVE TRIAL BY JURY. If either party institutes any action or proceeding against the other relating to this Agreement or the Services, the prevailing party shall be entitled to recover all reasonable costs and attorneys' fees from the unsuccessful party.
- E. Reformation and Severability.** If any provision or term of this Agreement shall, to any extent, be held invalid, illegal or unenforceable by a court of competent jurisdiction, that provision shall, to the extent possible, be modified in such a manner as to be valid, legal and enforceable but so as to most nearly retain the intent of the parties as expressed herein, and if such a modification is not possible, that provision shall be severed from this Agreement, and in either case the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- F. Waivers.** No waiver of any term or condition of this Agreement shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representatives, and specifying with particularity the nature and extent of such waiver. The failure of a party at any time to exercise any of its rights or options under this Agreement shall not be construed to be a waiver of such rights or options or prevent such party from subsequently asserting or exercising such rights or options, nor shall it be construed, deemed or interpreted as a waiver of, or acquiescence in, any such breach or default or of any similar breach or default occurring later.
- G. Independent Contractor.** The parties are independent contractors with respect to one another and to this Agreement and shall not be construed to be the agent of the other under any circumstances. Neither party shall make any express or implied agreements, warranties, guarantees or representations or incur any debt in the name of, or on behalf of, the other or be obligated by or have any liability under any agreement or representations made by the other that are not expressly authorized in writing.
- H. Force Majeure Delays.** Neither party shall be liable for any delay or failure to perform its obligations under this Agreement, if such delay or failure is caused by a force beyond such party's control, which forces shall include, but not be limited to, casualty damage,

terrorism and bomb threats.

I. Counterparts. This Agreement may be executed in any number of counterparts and by the parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which, when taken together, shall constitute one and the same Agreement. Delivery of an executed counterpart of this Agreement by electronic mail or facsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement electronically or by facsimile shall also deliver a manually executed counterpart of this Agreement; provided, however, the failure to deliver a manually executed counterpart shall not affect the validity, enforceability and binding effect of this Agreement.

J. Notices. All notices, requests and approvals required under this Agreement must be in writing and addressed to the other party's designated contact(s) for notices as set forth below, or to such other address as such party designates in writing. All such notices, requests and approvals will be deemed to have been delivered either when personally delivered, or upon delivery by either registered or certified mail, postage prepaid with return receipt requested, or by a recognized commercial courier service providing proof of delivery on the date of mailing. The provisions of this Section shall survive termination of this Agreement.

To the Owner:

Columbiana Centre, LLC
100 Columblana Circle
Columbia, South Carolina 29212
Attn: General Manager

With a copy to:

GGP Inc.
350 N Orleans Street Suite 300
Chicago, IL 60606
Attn: Legal Department -
Corporate Contracts and Securities

To the City:

City of Columbia
1111 Recreation Drive
Columbia, South Carolina 29203
Attn: Randy Davis
Director of Parks and Recreation

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

OWNER:

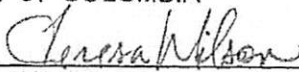
COLUMBIANA CENTRE, LLC, a Delaware limited liability company

By: 
Authorized Signatory



CITY:

CITY OF COLUMBIA

By: 
Title: City Manager
Name: Teresa B. Wilson

APPROVED AS TO FORM

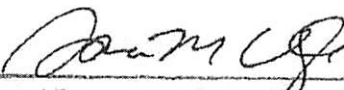

Legal Department City of Columbia, SC

EXHIBIT A**1. HOURS OF OPERATION:** City shall perform the Services at all times listed below:

DATES	HOURS

City understands that the hours of operation of the Property are subject to and City agrees that if Owner provides notice of changes in the hours of operation of the Property, City will adjust the Hours of Operation to correspond with the Property's request, as reasonably requested.

2. SCOPE OF SERVICES: In addition to the other obligations of City set forth in this Agreement, City shall provide the following Services:

- A. Except as otherwise provided herein, all tools, supplies and equipment necessary for installation and removal of City's Equipment.
- B. All transportation and freight to and from site.
- C. Professional installation personnel
- D. Professional installation supervisor
- E. Professional refrigeration technician at installation.
- F. Travel expenses for all out-of-town professional personnel for installation and removal.
- G. Day to day management of the Rink.

3. CONTRACTOR'S EQUIPMENT.

- A. A 50'x 70' ice rink pumping grid, including all header piping and plumbing transmission piping from the rink to the refrigerator system, which shall not be located more than 50 feet from the rink.
- B. 100 ton air-cooled refrigeration system and pump; suitable for making ice.
- C. Ice maintenance tools.
- D. Insulation and/or vapor barriers, if necessary
- E. Module dasher board and railing system.
- F. Secondary refrigerant cooling liquid.

- G. Ice painting equipment and supplies
- H. 300 pairs rental skates.
- I. Ice Wizard Ice Resurfer

4. OWNER'S EQUIPMENT AND OBLIGATIONS.

- A. Connection to a power source to achieve continuous three-phase, 480-volt, 400 amp, electric capacity for connection to refrigeration system.
- B. Access to 110-volt power for tools etc.
- C. Electrician at site during installation to make all electrical connections to refrigeration unit.
- D. A laser leveled site on which to place the rink, via sandbox or platform.
- E. Refrigeration system placement in the closest position to the rink possible; however, no more than 50 feet from the rink.
- F. Graphic or cosmetic enhancement of the ice skating rink, if desired.
- G. Up to four (4) laborers to assist with installation and removal; estimated to take 4 days for installation and 3 days for removal.
- H. All equipment needed to unload, position, and load City's Equipment at site, including without limitation a 5,000 lb capacity forklift on site during installation and removal periods, an operator for the same (if required by union agreement) and any other equipment reasonably required by City.
- I. Access to the site suitable for use by tractor and trailer in order to install and remove equipment.
- J. Adjacent parking for technicians and supervisors during installation and removal periods.
- K. Water supply adjacent to the site.
- L. Safety equipment to include without limitation first aid, traffic cones, barricades as needed.
- M. Any local permits and licenses required to install and/or operate the Rink
- N. Ticket and skating booth, if desired.
- O. Any and all warming or convenience tents, if desired
- P. Tent sufficient to cover ice skating rink, if desired.
- Q. All appropriate signage.
- R. Ambient lighting, special effects lighting, if desired, sound system, public address system.
- S. Poles for decorative lights.
- T. Operational items, which include but are not limited to first aid kit, janitorial items, wrist bands, janitorial, etc.

Opening Weekend Dates

- Thursday, November 23 (Thanksgiving Day) from 5 to 10 p.m.
- Friday, November 24 (Day after Thanksgiving) from 1 to 10 p.m.

Regular Hours of Operation

- Monday-Thursday, 4 to 9 p.m.
- Friday, 4 to 10 p.m.
- Saturday, 10 a.m. to 10 p.m.
- Sunday, 1 to 9 p.m.

Special Holiday Operating Hours (December 20-January 3, 2019 only)

- 12 to 9 p.m. Monday through Thursday
- 12 to 10 p.m. on Friday
- Saturday and Sunday hours will remain the same.
- 12 to 5 Christmas Eve (Monday, December 24)
- Closed Christmas Day (Tuesday, December 25)
- 12-5 p.m. on New Year's Eve (Monday, December 31)
- 12-9 pm. on New Year's Day, (Tuesday, January 1, 2019)

EXHIBIT B
SKATING RINK LOCATION

100 COLUMBIANA CIRCLE
Columbia, South Carolina 29212

EXHIBIT C**REQUIRED INSURANCE**

City shall furnish and maintain in effect during the term of the Agreement the Insurance coverage described below:

Commercial General Liability \$5,000,000 Occurrence/ \$5,000,000 Aggregate

Commercial Automobile Liability (including coverage of all owned, non-owned and hired vehicles) \$1,000,000 Combined Single Limit

Comprehensive Crime Liability \$100,000 for each person employed by City to provide Services at the Property (including employees, agents, contractors and subcontractors of City), with a deductible no greater than \$5,000. Such policy will include employee dishonesty coverage; hold-up and robbery coverage; and broad-form monies and securities coverage both on and off Property in an amount not less than \$10,000 for each occurrence.

**Workers' Compensation
Employers' Liability** Statutory
\$500,000 Each Accident
\$500,000 Disease, Policy Limit
\$500,000 Disease, Each Employee

OR

**(for Monopolistic States)
Workers' Compensation
Stop Gap Employers' Liability** Evidence of Monopolistic State Coverage
\$500,000 Occurrence/Aggregate

POLICY REQUIREMENTS.

The Insurance required of City shall be issued by an insurer or insurers lawfully authorized to do business in the jurisdiction in which the Property is located, and maintaining an AM Best rating of at least A-IX.

The Commercial General Liability Insurance, Commercial Automobile Liability Insurance and Comprehensive Crime Liability Insurance required shall name, as "**Additional Insureds**", Owner (exactly as identified herein), GGP Inc., GGPLP REIT Services, LLC and General Growth Services, Inc.

All Insurance policies shall contain waivers of any and all rights of subrogation against the Additional Insureds, and shall contain either a cross-liability endorsement or separation of insureds provision, which provision shall permit the limits of liability under City's policies to apply separately to each Additional Insured.

All Insurance policies required by this Agreement shall state that they are primary and not additional to, or contributing with, any other insurance carried by, or for the benefit of the Additional Insureds with respect to the negligence of City, its employees, agents, contractors and/or subcontractors.

Before the commencement of any Services, Owner shall be furnished valid and original certificate(s) of insurance evidencing that all required insurance coverages are in force. All insurance policies required by this Agreement shall bear an endorsement prohibiting such policy from being canceled, allowed to lapse or substantially modified without thirty (30) days prior written notice to Owner, except for non-payment of premium for which ten (10) days notice shall be provided.

Compliance with the insurance requirements of this Agreement shall not be relieved by Owner's, and/or the Property's, receipt or review of any insurance certificates.



We Are Columbia

MEETING DATE: October 16, 2018

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve a Contract Amendment #6 for Project SS7328(18) for On-Call Services, as requested by Columbia Water. Award to AECOM Technical Services, Inc., in the amount of \$100,000.00. This firm is located in Columbia, SC.

REQUISITION NO.: R191614

FINANCIAL IMPACT: Funding Source: 55111706-SS7328(18)-638305 Engineering-Spc Contract W/S, SW. The original budgeted amount is \$100,000.00.

ORIGINAL BUDGET: \$100,000.00

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

The above referenced Contract Amendment is to compensate Engineer for providing support to the City's Capacity Assurance Program and associated engineering services.

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

ATTACHMENTS:

- **#a:** AECOM.2018.On-Call.SS732818.CA6.nj (PDF)
- **#b:** Map SS7328 (PDF)

Agreement for Engineering Services

On-Call

Project Number: SS7328(18)

AECOM Technical Services, Inc., Incorporated and City of Columbia, SC

Contract Amendment # 6

August 20, 2018

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and AECOM Technical Services, Incorporated (Engineer) dated July 21, 2015 (Agreement) to compensate Engineer for providing support to the City's Capacity Assurance Program and associated engineering services.

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

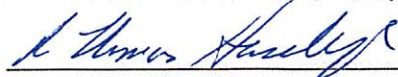
Proposed Change and Basis for Payment:

Original Contract Price:	\$ 75,000.00
Previous Amendments:	\$ 144,000.00
This Amendment (addition):	\$ 100,000.00
Revised Contract Price:	\$ 319,000.00

Additional funds are to be provided in the following manner: 5511706-SS7328 (18)-638305

This Change is Acceptable:

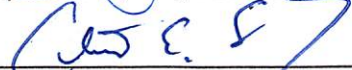
AECOM Technical Services, Incorporated:

 R. Thomas Haselden, Jr., BCEE, PE Date: 9/13/18
Signature (Please Print Name)

Title: Vice President, SC Water Dept. Manager

City of Columbia:

By: 
Joseph D. Jaco, P.E., Director of Utility Operations

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

By: 
Sandra A. Wright, CPPB, Director of Procurement and Contracts/Purchasing Agent

Approval of Change: _____
Teresa Wilson, City Manager

AECOM.2018.On-Call.SS732818.CA6.nj.doc

APPROVED AS TO FORM

Legal Department City of Columbia, SC

COST CHANGE AMENDMENT DETAILS

PROJECT NAME: General Engineering Service On-Call
CIP NUMBER: SS7328-18

I. SCOPE ADDITION/DELETION

The scope of services provided as a part of this Agreement will be defined in a specific work order.

II. COMPENSATION

The compensation for services will be defined in the specific work order. This Contract Amendment will increase the contract ceiling by \$100,000.

The new contract values based on the above recommended changes are presented below (Not-to-Exceed):

Amendments	Task Title	Original Contract	Previous Amendments	Current Amendment	New Contract Value
Amendment Number 1	General Engineering Services On-Call	\$75,000.00	\$0.00	\$24,000.00	\$99,000.00
Amendment Number 2	General Engineering Services On-Call	\$75,000.00	\$24,000.00	\$48,000.00	\$147,000.00
Amendment Number 3	General Engineering Services On-Call	\$75,000.00	\$72,000.00	\$24,000.00	\$171,000.00
Amendment Number 4	General Engineering Services On-Call	\$75,000.00	\$96,000.00	\$48,000.00	\$219,000.00
Amendment Number 5	General Engineering Services On-Call	\$75,000.00	\$144,000.00	\$100,000.00	\$319,000.00
Total Fee		\$75,000.00	\$219,000.00		\$319,000.00

III. SCHEDULE

The current contract completion date is June 30, 2019.

Exhibit A
AECOM TECHNICAL SERVICES, INC.
HOURLY RATE SCHEDULE

Schedule 2018

Hourly Rate Schedule and Chargeable Expenses for Engineering Services Provided

Labor

	Rate per Hour
Department Head/Vice President	\$225.00
Senior Project Manager (M3)	\$185.00
Senior Environmental Scientist	\$165.00
Project Manager (M2)	\$150.00
Senior Project Engineer	\$155.00
Senior Environmental Health & Safety Manager	\$140.00
Project Manager (M1)	\$130.00
Project Engineer 2	\$125.00
Senior Design Associate	\$125.00
Senior Hydro Geologist	\$120.00
Environmental Scientist 2	\$120.00
Project Engineer 1	\$110.00
Senior Design Technician	\$100.00
Environmental Scientist 1	\$90.00
Engineering Associate	\$90.00
Project Administration	\$90.00
Project Representative	\$90.00
Design Technician	\$80.00
CADD	\$75.00
Administrative Services	\$60.00
Traffic Systems Technician/Operator	\$50.00
Co-op Student	\$65.00

Survey & GIS Services

Surveying Department Head	\$160.00
Surveying Manager	\$105.00
Surveying Associate	\$80.00
Survey Crew Chief	\$80.00
Instrument Operator	\$55.00

Senior GIS Project Manager	\$145.00
Senior GIS Analyst	\$122.00
GIS Project Manager	\$130.00
GIS System Designer	\$120.00
GIS Analyst/Programmer	\$105.00
GIS Specialist	\$80.00
GIS Technician	\$70.00

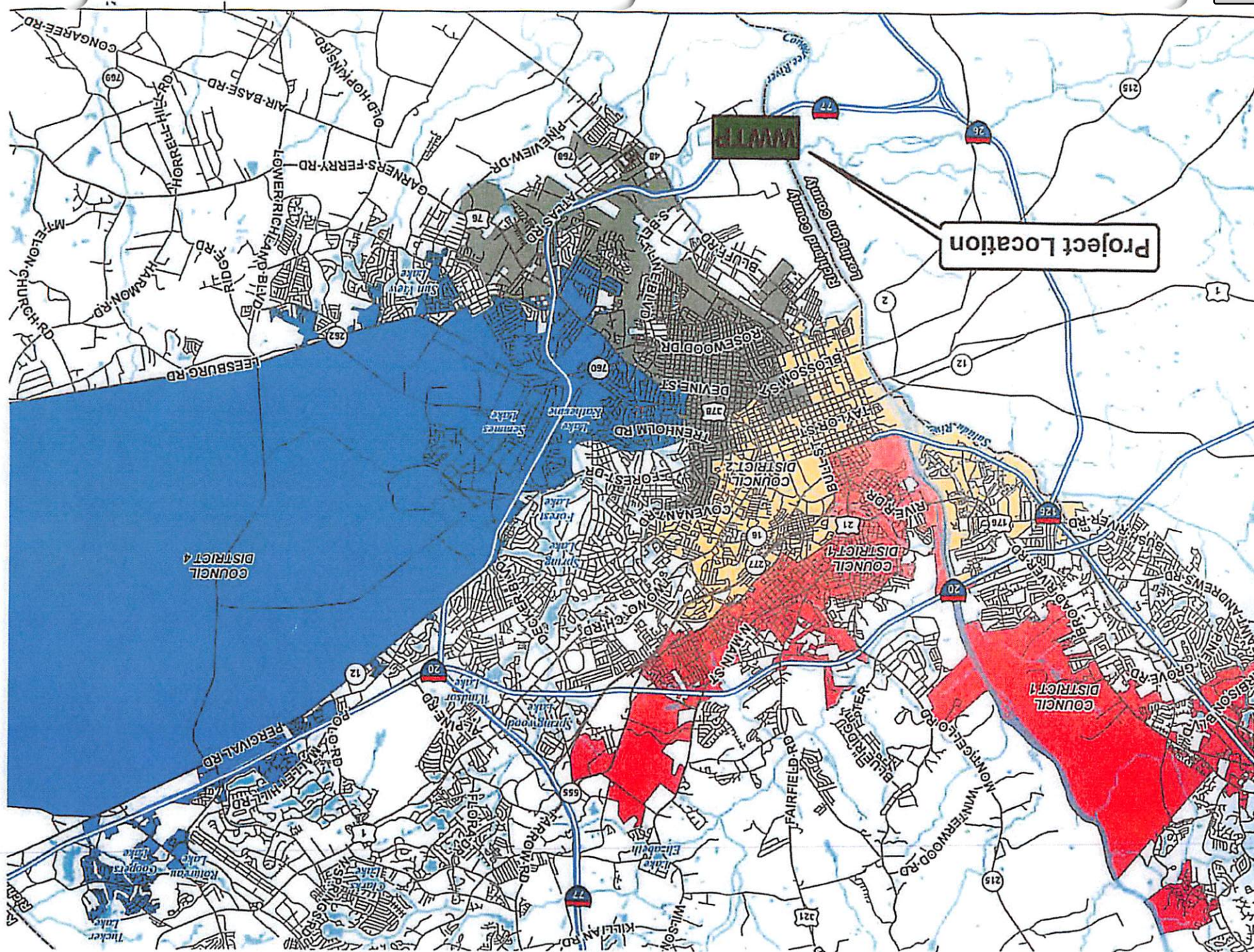
Other

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

Effective Dates

January 1, 2018 to December 31, 2018

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





We Are Columbia

MEETING DATE: October 16, 2018

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve a Contract for Project WM4434; Water System Improvements at Northgate Mobile Home Park, as requested by Columbia Water. Award to Southern Roots Landscape Management, LLC in an amount not to exceed \$103,384.00 which includes contingency. This firm has a local office in Columbia, SC.

PURPOSE: This is a Protégé Only Project. Southern Roots Landscape Management., Inc. with headquarters in Marietta, GA and a local office in Columbia, SC is the Protégé and will provide waterline services at 94% (\$87,784) of the contract value.

Sub-contractor NAPM of Greenville, SC will provide paving and hauling services at 6% (\$5,600) of the contract value.

REQUISITION NO.: R190046

FINANCIAL IMPACT: Funding Source: 5529999-658650. The original budgeted amount is \$106,145.00.

ORIGINAL BUDGET: \$106,145.00

BUSINESS PROGRAM: Protege Only Project

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

There were four (4) responsive and responsible bids received for this project.

The total construction time allocated for this project is one hundred twenty (120) consecutive calendar days after the Notice to Proceed is issued.

Base Bid	\$ 93,384.00
Contingency	\$ 10,000.00
Total (Not to Exceed)	\$ 103,384.00

ATTACHMENTS:

- **#a:** Contract (PDF)
- **#b:** Bid Tabulation (PDF)
- **#c:** Engineer's Recommendation, Bid 002-18-19-LAG (MSG)
- **#d:** WM4434 MPP Implementation Plan (PDF)
- **#e:** Northgate MHP Plans (PDF)

CONTRACT

City of Columbia, South Carolina

CIP # WM4434

Water System Improvements to Northgate Mobile Home Park

Bid #002-18-19-LAG (MPP Protégé Only)

This Contract is made by and between City of Columbia, South Carolina, hereinafter called Owner, and **Southern Roots Landscape Management, LLC**, with legal address and principal place of business at **779 Robinson Farms Way, Marietta, GA 30068**, hereinafter called Contractor. Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

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

ARTICLE 2. ENGINEER.

2.1 The Project has been designed by **Power Engineering Company, Inc.**

ARTICLE 3. CONTRACT TIME.

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

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

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents in current funds at the contract price agreed upon in the Contractor's Bid Form attached to this Contract which establishes the contract price as **Ninety-Three Thousand Three Hundred Eighty-Four Dollars and Zero Cents (\$93,384.00)**.

ARTICLE 5. APPLICATIONS FOR PAYMENT

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

ARTICLE 6. PROGRESS AND FINAL PAYMENTS

6.1 Owner will make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment, monthly during construction as provided below. All progress payments will be

on the basis of the progress of the Work measured by the schedule of values provided for in the General Specifications.

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

ARTICLE 7. LIQUIDATED DAMAGES

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

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

ARTICLE 8. ASSURANCE

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

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

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

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 Invitation To Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

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

9.2.7 Special Provisions.

9.2.8 Easements.

9.2.9 Permits

9.2.10 Drawings, numbered 1 through 4, inclusive and dated 5/11/2018.

9.2.11 The Mentor Protégé Program (MPP) Guidelines

9.2.12 Addenda numbers 1 to 1, inclusive.

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

ARTICLE 10. MISCELLANEOUS

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

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

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

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

This Contract shall become effective on _____, 20____.

Contractor
Southern Roots Landscape Management,
LLC

Owner

City of Columbia, SC

BY



(CORPORATE SEAL)

Attest



Address for giving notices:

779 Robinson Farms Way
Marietta, GA 30068

Date: _____



BY

Teresa Wilson, City Manager

(CORPORATE SEAL)

Attest

Address for giving notices:

Department of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201

Date: _____

APPROVED AS TO FORM


 Legal Department City of Columbia, SC

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

Event Number	BID 002-18-19-LAG Addendum 1	Organization	City of Columbia, SC
Event Title	Water Systems Improvements to Northgate	Workgroup	Purchasing
Event Description	Pre-Bid Meeting will be held on August 16, 2018	Event Owner	Latisha Grice
Event Type	IFBs	Email	latisha.grice@columbiasc.gov
Issue Date	8/3/2018 04:48:52 PM (ET)	Phone	
Close Date	8/27/2018 03:00:00 PM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Southern Roots Landscape Man	marietta	GA	8/27/2018 11:18:43 AM (ET)	1	\$93,384.00
Northeast Backflow, Inc.	Elgin	SC	8/27/2018 01:03:48 PM (ET)	1	\$118,308.00
Lake Murray Utility Company, Ir	Chapin	SC	8/27/2018 11:24:24 AM (ET)	1	\$122,665.00
HammerHead Utilites, LLC	Columbia	SC	8/27/2018 12:39:13 PM (ET)	1	\$208,369.00

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

Moore, Erika

From: Shaw, Jason
Sent: Tuesday, August 28, 2018 4:46 PM
To: Grice, Latisha A
Cc: Porth, Gary B
Subject: RE: Bid 002-18-19-LAG - Water System Maintenance Improvements to Northgate Mobile Home Park (WM4434)

Latisha:

After reviewing the bid analysis for WM4434 (Water System Improvements to Northgate Mobile Home Park), the apparent low bidder is Southern Roots Landscape Management, LLC in the amount of \$93,384.00. . It is recommended that City Council accept the proposed bid and a \$10,000.00 contingency for a total cost of \$103,384.00. Please let me know if you have any questions or need additional information.

Thanks,

Jason



Jason A. Shaw, PE
Water Engineer

Columbia Water
 Utility Operations

PO Box 147 | Columbia, SC 29217

Jason.Shaw@columbiasc.gov

Phone: (803) 545-3287

Cell: (803) 528-7677

Fax: (803) 988-8199

ColumbiaSCWater.Net

ColumbiaSC.Net

From: Grice, Latisha A
Sent: Tuesday, August 28, 2018 9:39 AM
To: Nelly, Juliet M; Driggers, Ayesha G; Shaw, Jason
Subject: Bid 002-18-19-LAG - Water System Maintenance Improvements to Northgate Mobile Home Park (WM4434)

Greetings,

To: Compliance: Please see the attached documents for Bid 002-18-19-LAG for project compliance evaluation.

To: Project Manager: Please review Bid Analysis and submit a Letter of Recommendation of contractor for Council Agenda Approval. Please include the contractor's base amount, contingency and total.

Thank you in advance. Have A Wonderful Day!

--Latisha



Latisha A. Grice, MPA

Bid Coordinator

Department of Procurement & Contracts

1800 Main St 2nd Fl., Columbia, SC 29201

Phone: 803-545-3469 Fax: 803-758-1013

Email: latisha.grice@columbiasc.gov

www.columbiasc.net

The best thing to hold onto in life is each other.

-- Audrey Hepburn



CITY OF COLUMBIA

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

MENTOR PROTÉGÉ PROGRAM Implementation Plan- Protégé Project

Project Type: Protégé Only or Protégé Lead (Circle One)

Date: 9.06.18

Project Number: WM4434

Protégé: Southern Roots Landscape
Management, LLC

Project Name: Water System
Improvements to Northgate
Mobile Home Park

Mentor: NAPM, Inc.

Duration of the Project: 120 days

Project Contract Amount: \$93,384.00

Protégé Amount: \$87,724.00

*If Protégé Lead project, a minimum 51% of contract to Protege.

Statement of Commitment: The Protégé is committed to providing an adequate amount of resources and effort to execute the plan below.

1. What skills has the Protégé learned from their Mentor that will be utilized on this project?

Handling communication with Owner, Bonding and Insurance agencies to efficiently execute contract agreement. Strategy for large, specialty material orders and establishing accounts with local supply houses. Construction scheduling and project documentation.

2. What specific goals and milestones do you have for this project?

Shape reputation with Owner and Bonding agency: complete project within contract duration and achieve in-house production goals to meet or better project's estimated labor and equipment costs.

3. List proposed manpower and resources required for the project. List primary point of contact.

Pipe laying crew with tool truck, material trailer and necessary heaving equipment.



CITY OF COLUMBIA

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

4. What is the anticipated duration (in months) of each major phase of the project?

Contract duration is approximately four (4) months (120 days).
Contracts, mobilization & material: 0.5 month(s)
Pipe & appurtenances work: 2.0 month(s)
Testing and Restoration: 1 month(s)
Closeout: 0.5 month(s)

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

Subcontractor's Name	Telephone	Address	Who will they report to?	Contract Amount	MPP MBE, WBE, SBE	Percentage of Contact
NAPM, Inc.	404.606.9944	12 E. Montclair Ave. Greenville, SC, 29609	SR	\$5,600.00	MBE	6%

6. What capacity will the Mentor be used on this project?

Mentor (NAPM) will provide construction assistance as needed.

7. List bonding capacity and insurance coverage, etc. (if applicable)

Insurance: \$2,000,000.00 General Aggregate
Bonding Capacity: \$150,000 Single

8. Do you currently have your WL or WP License (if applicable)?

WL



CITY OF COLUMBIA

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

9. Other Comments.

SR is grateful for the MPP program and looks forward to working with the City of Columbia.

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

EXECUTED by Southern Roots Landscape Management, LLC (Protege Firm) this 6th day of September 2018.
Corporate SEAL

By: [Signature]
Title: Member



ATTEST:
By: [Signature]
Title: _____

RECOMMENDED FOR APPROVAL:

EXECUTED by the Department of Utilities & Engineering, Compliance Division on this 6th day of September, 2018.

By: Ayesha Driggers
Title: Compliance Administrator

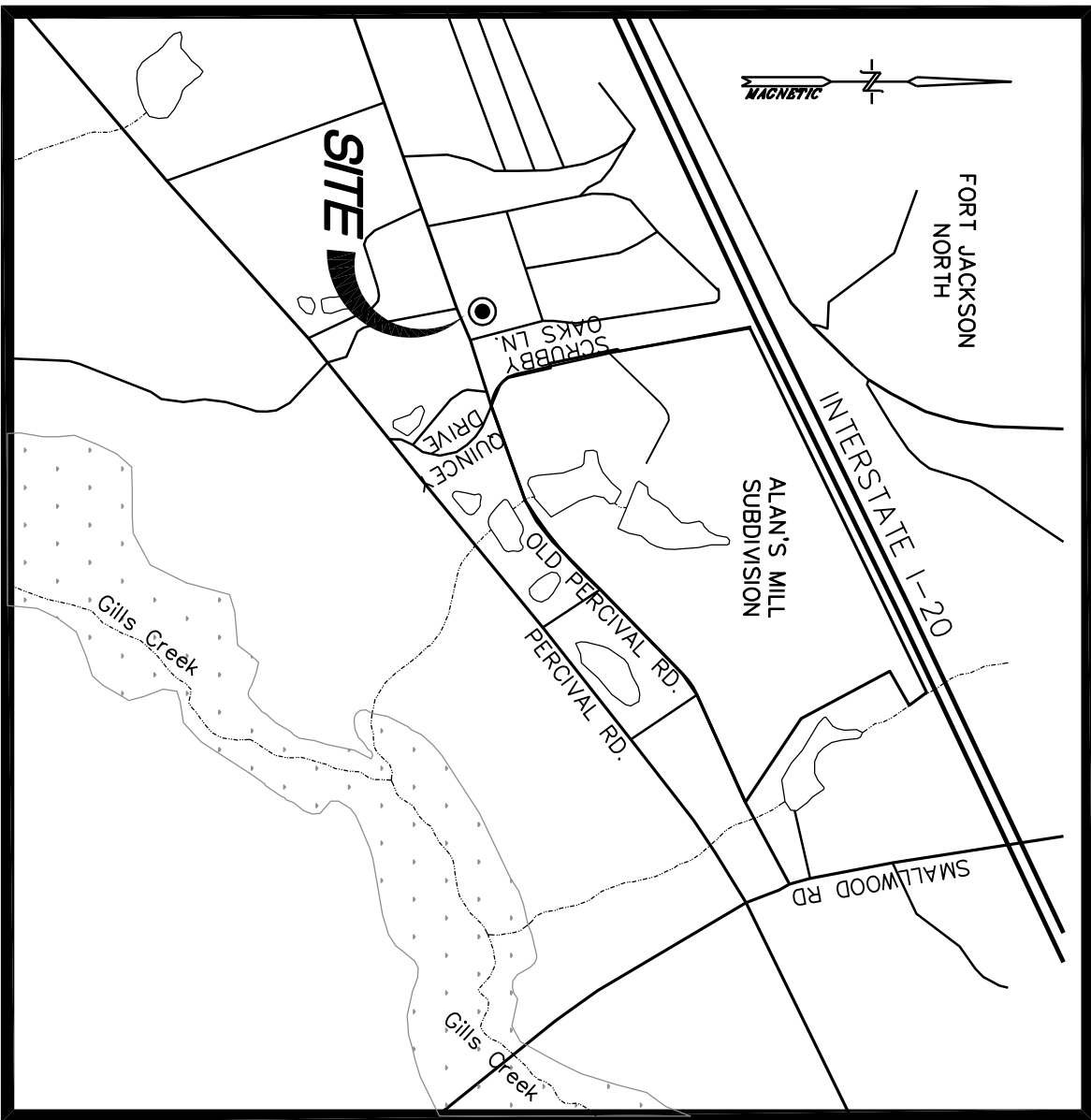
DEPARTMENT OF ENGINEERING

WATER SYSTEM IMPROVEMENTS TO

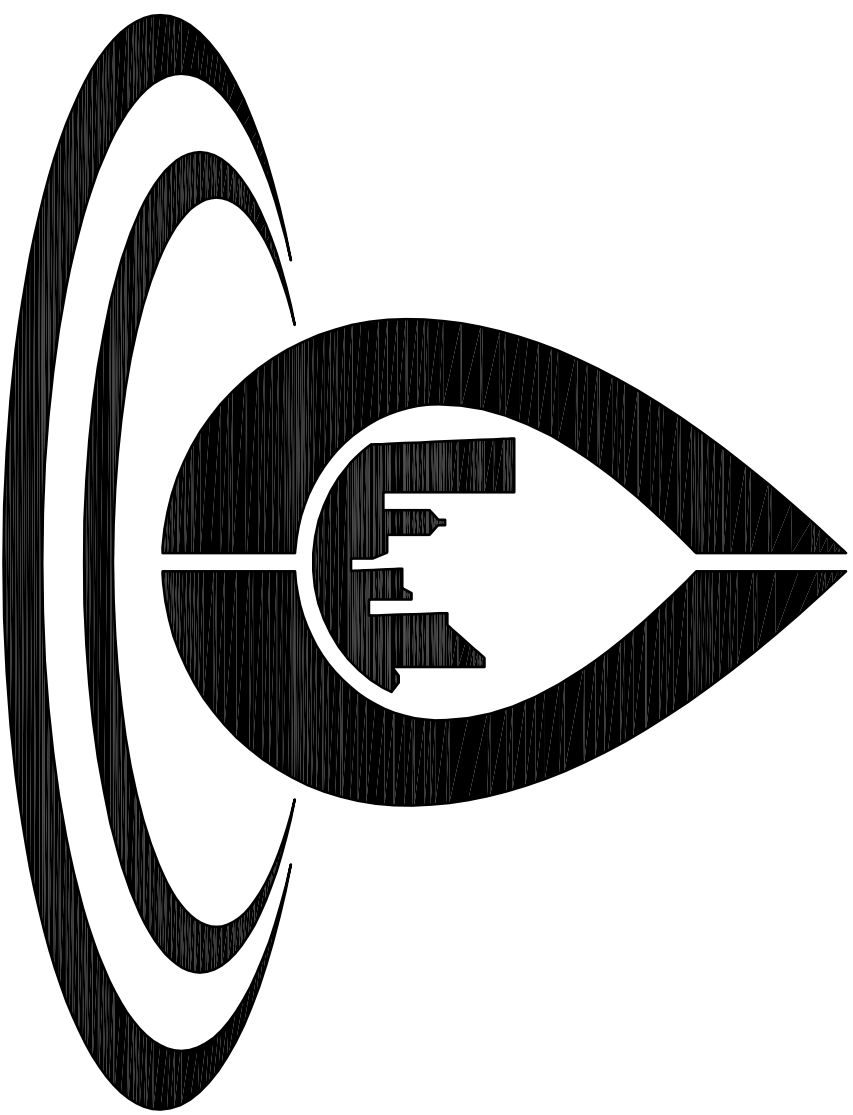
NORTHGATE MOBILE HOME PARK

CIP PROJECT: WM4434

CITY OF COLUMBIA, RICHLAND COUNTY, SOUTH CAROLINA



VICINITY MAP
1" = 1,000'

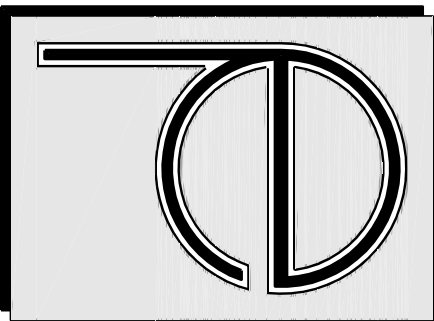


Columbia
Water

CITY OF COLUMBIA

PREPARED BY
POWER ENGINEERING COMPANY, INC.
ENGINEERS – PLANNERS

3229 SUNSET BLVD., SUITE A WEST COLUMBIA, SOUTH CAROLINA 29169
PH: (803)216–8777 FAX (803)216–8070

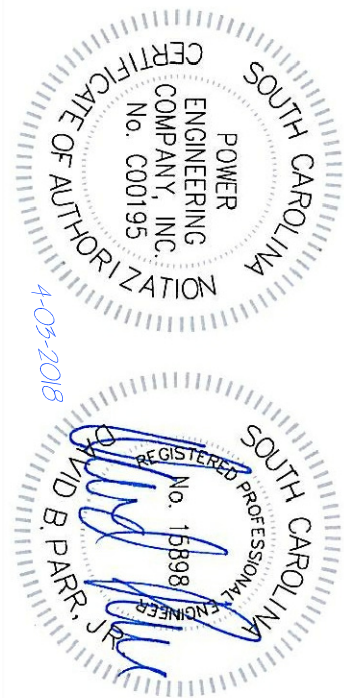


P. O. BOX 147
COLUMBIA, SC 29217
PHONE (803) 545-3400
FAX (803) 733-8674

MAY 11, 2017

SHEET INDEX	
DRAWING INDEX	SHEET TITLE
1	COVER SHEET
2	WATER DISTRIBUTION PLAN
3-4	SITE DETAILS

* I HAVE PLACED MY SIGNATURE AND SEAL ON THE DESIGN DOCUMENTS SUBMITTED FOR THE DESIGN OF THE WATER DISTRIBUTION SYSTEM. I CERTIFY THAT I AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF SOUTH CAROLINA AND THAT THE DESIGN OF THE WATER DISTRIBUTION SYSTEM IS IN ACCORDANCE WITH THE REQUIREMENTS OF TITLE 48, CHAPTER 14 OF THE CODE OF LAWS OF SC, 1976 AS AMENDED, AND THE DESIGN IS IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF SC100000.



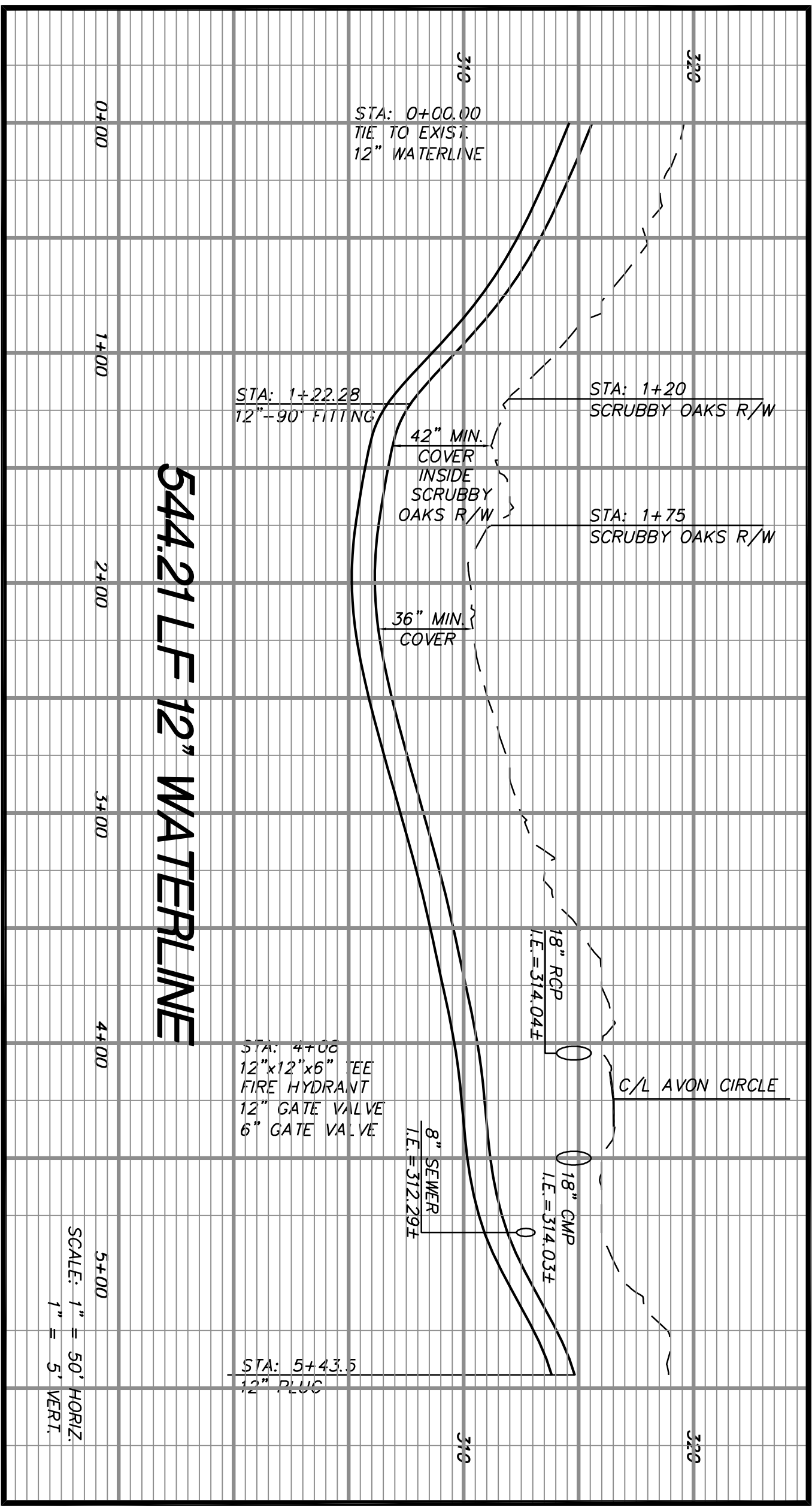
DRAWING INFORMATION:	
DESIGNED BY: D.B.P.	
DRAWN BY: D.H.C.	
BOOK NO:	
DATE: 05-11-17	
SHEET NO:	
1	OF 4

MAYOR	
STEPHEN K. BENJAMIN	

CITY COUNCIL	
SAM DAVIS TAMEIKA I. DEVINE MOE BADDOURAH HOWARD DUVALL, JR. EDWARD McDOWELL, JR. DANIEL J. RICKENMANN	

DIRECTOR OF ENGINEERING CITY ENGINEER	
DANA R. HIGGINS, P.E.	

CITY MANAGER	
TERESA WILSON	



- LEGEND**
- CRACK
 - PROPERTY LINE
 - OVERHEAD ELECTRIC LINE
 - FORCE MAIN
 - SANITARY SEWER
 - FLOOD LINE
 - IRON PIN FOUND
 - IRON PIN SET #5 REBAR
 - FIRE HYDRANT
 - WATER VALVE
 - LIGHT POLE
 - SANITARY SEWER MANHOLE
 - TELEPHONE PEDESTAL
 - POWER POLE
 - ELECTRIC TRANSFORMER

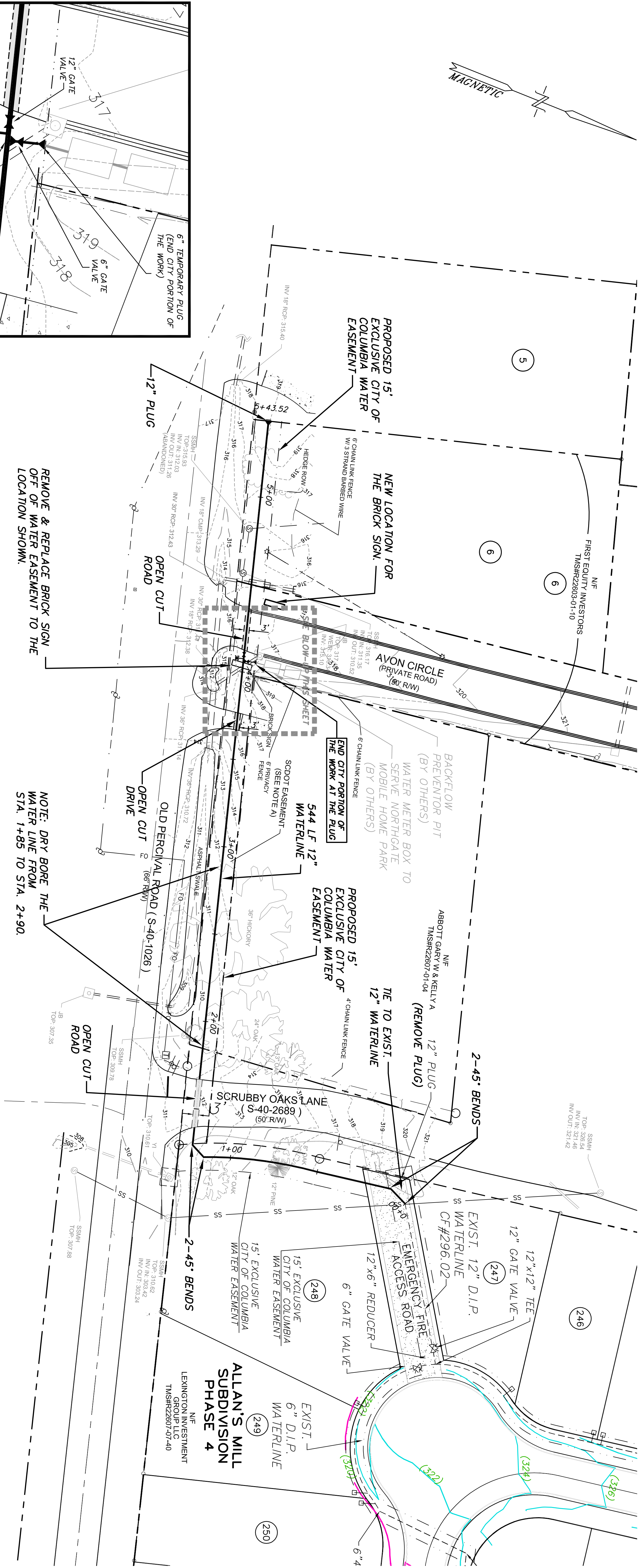
- LEGEND**
- EXIST. CONTOUR
 - PROPERTY LINE
 - PROPR. WATER EASEMENT
 - PROPR. WATER LINE
 - PROPR. FIRE/POST HYDRANT
 - PROPR. WATER VALVE
 - PROPR. PLUG

NOTE: ALL WATERLINES TO BE DUCTILE IRON PIPE.

NOTE: NO VALVES, HYDRANTS, MANHOLES OR STRUCTURES ALLOWED IN ROADWAY.

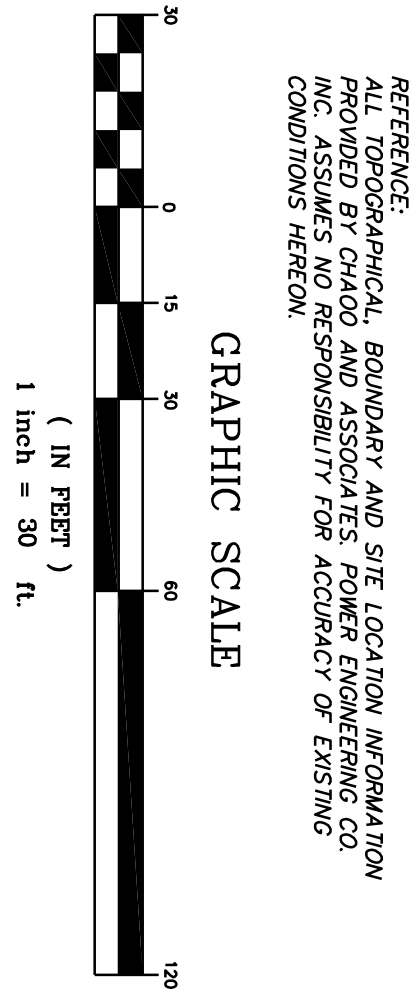
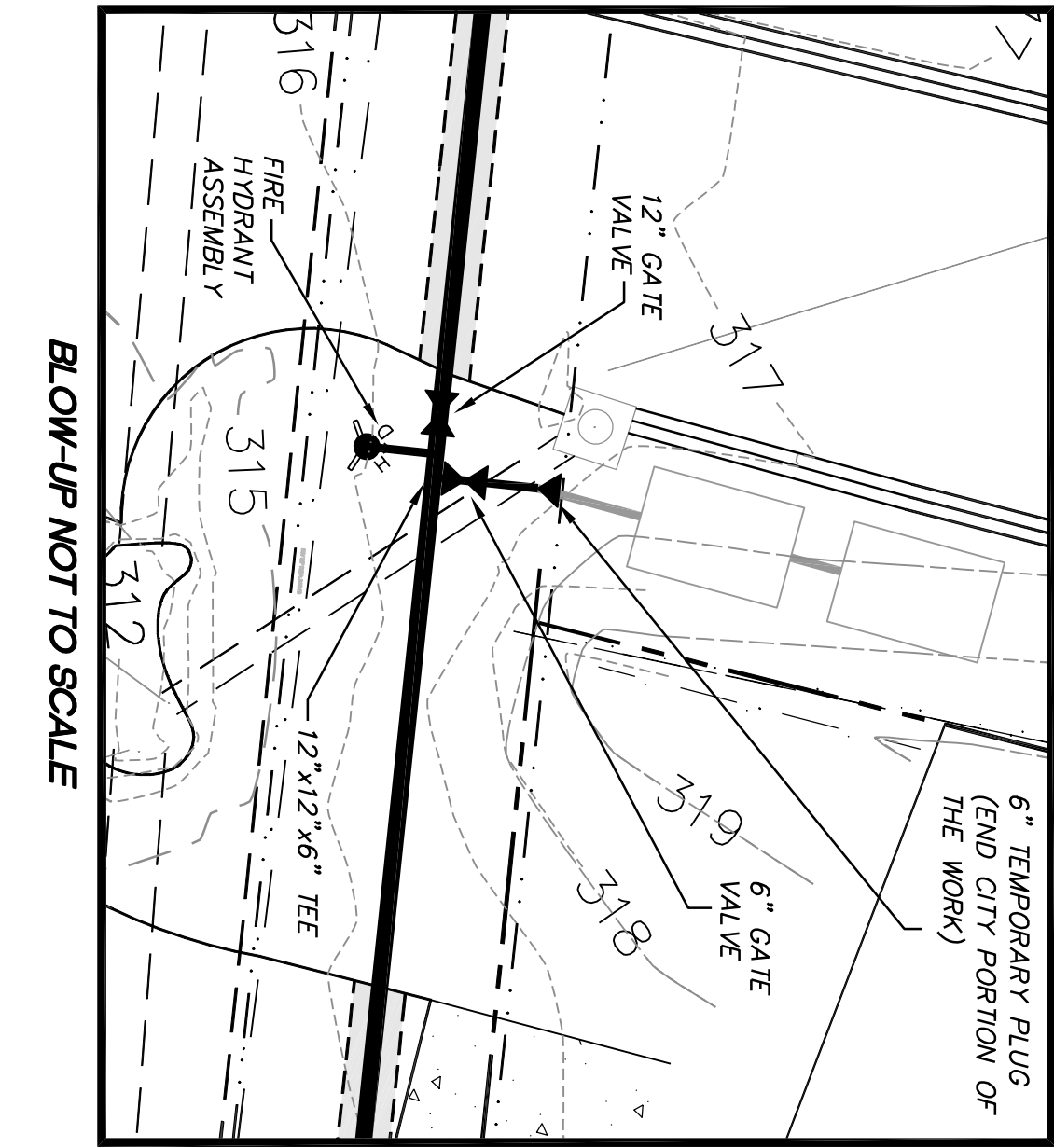
NOTE A: SCOOT EASEMENT REMAINED IN PLACE AFTER OLD PERCUVAL ROAD WAS MOVED 15' TO THE SOUTH.

- NOTES:
1. ALL UNDERGROUND LOCATIONS ARE APPROXIMATE PER DRAWINGS AND LOCATIONS SUPPLIED BY VARIOUS UTILITY COMPANIES.
 2. CONTRACTOR MUST VERIFY ALL EXISTING CONDITIONS PRIOR TO CONSTRUCTION. 72 HOURS BEFORE COMMENCING CONSTRUCTION CONTACT P.U.S. AT 1-800-922-0883 FOR UNDERGROUND UTILITIES LOCATION.
 3. ALL WATER TAPS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. CONTRACTOR TO COORDINATE ALL TAPPING OF EXISTING WATERLINES WITH THE CITY OF COLUMBIA.
 4. THE MATERIALS AND CONSTRUCTION OF ALL WATER SYSTEM FACILITIES IN THIS PROJECT SHALL BE GOVERNED BY THE CITY OF COLUMBIA STANDARD SPECIFICATIONS.
 5. NO CONSTRUCTION ALLOWED UNTIL CONSTRUCTION PERMITS ARE RECEIVED FROM THE CITY OF COLUMBIA AND SIGNED.
 6. NO USAGE ALLOWED UNTIL OPERATION PERMITS ARE RECEIVED FROM CITY OF COLUMBIA AND SIGNED.
 7. NOTIFY THE CITY OF COLUMBIA 72 HOURS BEFORE COMMENCING CONSTRUCTION.
 8. ALL DISTURBED AREAS TO BE SEEDER AS SOON AS PRACTICALLY POSSIBLE. BUT IN NO CASE SHALL THE SEEDING TAKE LONGER THAN 14 DAYS AFTER THE CONSTRUCTION ACTIVITY HAS TEMPORARILY OR PERMANENTLY CEASED.
 9. ALL EXCAVATION FOR THIS PROJECT IS UNCLASSIFIED. WHEN EXCAVATING REMOVE ALL MATERIALS OF WHATEVER SUBSTANCE ENCOUNTERED.
 10. THE CONTRACTOR SHALL CAREFULLY STUDY AND COMPARE THE CONSTRUCTION DOCUMENTS AND SHALL IMMEDIATELY REPORT TO THE ENGINEER ANY DISCREPANCIES OR OMISSIONS DISCOVERED ON THE PLANS OR AT THE SITE. THE CONTRACTOR SHALL TAKE FIELD MEASUREMENTS TO VERIFY THAT ALL LOCATIONS ARE CORRECT PRIOR TO COMMENCING CONSTRUCTION.
 11. CONTRACTOR TO PROVIDE THE ENGINEER A SET OF MARKED UP CONSTRUCTION DRAWINGS INDICATING THE AS-BUILT LOCATION OF THE WATER SYSTEM.
 12. ALL WATERLINES SHALL HAVE 36" (MIN.) COVER.
 13. CONTRACTOR TO USE FITTINGS AS NECESSARY. ALL FITTINGS SHALL BE INSTALLED WITH MEGALUG RESTRAINTS, OR ECOL.
 14. CONTRACTOR TO PROVIDE THRUST BLOCKS FOR ALL CONNECTIONS OR CHANGES IN DIRECTION WHETHER SHOWN OR OMITTED ON THE PLANS.
 15. ALL WATERLINE LENGTHS ARE APPROXIMATE.
 16. ALL WATER MAINS ARE 12" UNLESS LABELED OTHERWISE.
 17. CLEAR AND GRUB AS NECESSARY FOR INSTALLATION OF THE WATERLINE.
 18. ALL VALVES AND BLOWOFFS SHALL BE PLACED OUTSIDE OF PARKED AREAS.
 19. ALL WATERLINES SHALL HAVE A 10' EASEMENT CENTERED ON THE PIPE.
 20. ALL WATERLINES TO BE DUCTILE IRON PIPE (D.I.P.).



REMOVE & REPLACE BRICK SIGN OFF OF WATER EASEMENT TO THE LOCATION SHOWN.

NOTE: DRY BORE THE WATER LINE FROM STA. 1+85 TO STA. 2+90.



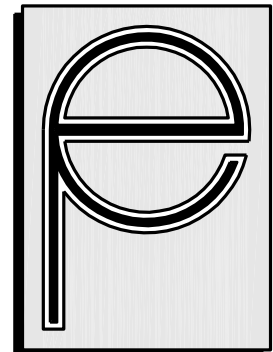
OWNER: CITY OF COLUMBIA
C/O BRADY B. WOOD, CIVIL
COLUMBIA, SC 29217
PHONE: (803) 246-8777
FAX: (803) 733-8574

ENGINEER: POWER ENGINEERING COMPANY, INC.
1222 CONSUMERS BLVD., SUITE 200
COLUMBIA, SC 29217
PHONE: (803) 246-8777
FAX: (803) 216-8070



WATER SYSTEM IMPROVEMENTS TO NORTHGATE MOBILE HOME PARK WATER DISTRIBUTION PLAN

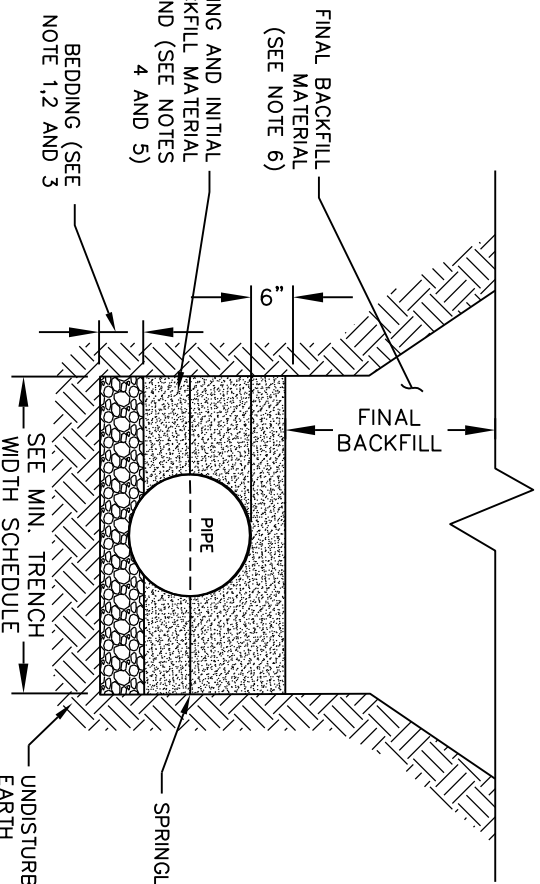
RICHLAND COUNTY COLUMBIA, SOUTH CAROLINA



PREPARED BY
POWER ENGINEERING COMPANY, INC.
ENGINEERS - PLANNERS
WEST COLUMBIA, SC

REVISIONS	BY
REV. PER DOT COMMENTS	DBP
10-05-17 ADDED DOT EXISTENT ALONG FRONT OF ABBOTT PROPERTY	DBP
REVISION PER OWNER	DBP
11-08-18 REVISED 15' EASEMENT & CITY	DBP
REVISION PER CITY	DBP

DRAWN	D.H.C.
CHECKED	D.B.P.
DATE	05-11-2017
SCALE	1" = 30'
JOB NO.	2712
SHEET	2
OF	4
CITY FILE #	346-11

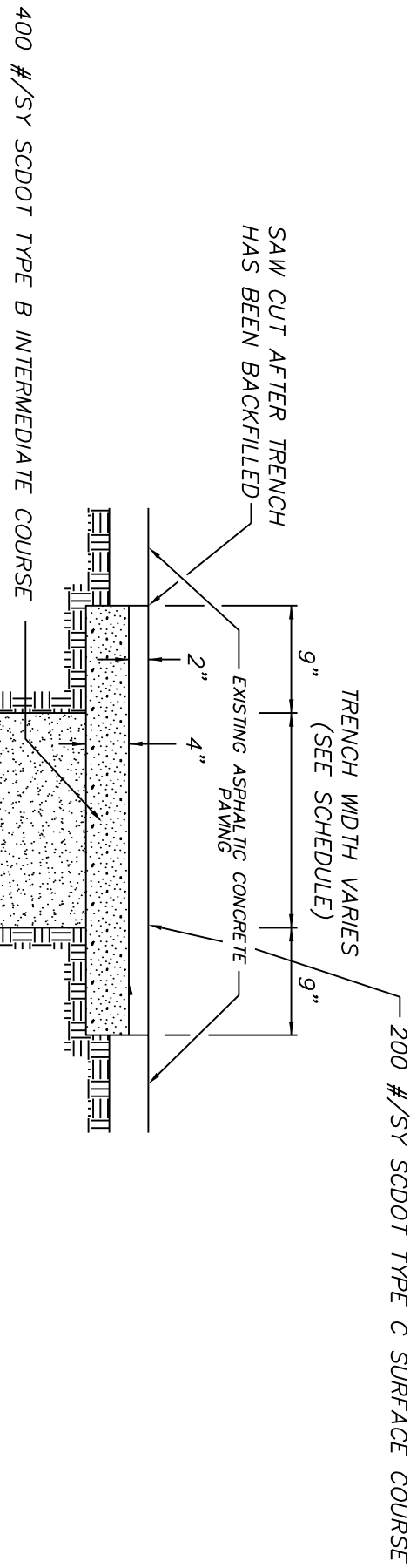


MINIMUM TRENCH WIDTH SCHEDULE					
PIPE SIZE (D)	12" OR LESS	12" TO 24"	24" TO 30"	30" TO 36"	36" TO 48"
TRENCH WIDTH (A) (MINIMUM)	36"	10" + 24"	10" + 30"	10" + 36"	10" + 48"
TRENCH WIDTH (W/ SHOULDER)	48"	10" + 36"	10" + 42"	10" + 42"	10" + 42"

MINIMUM BEDDING FOR WATER MAIN DETAIL

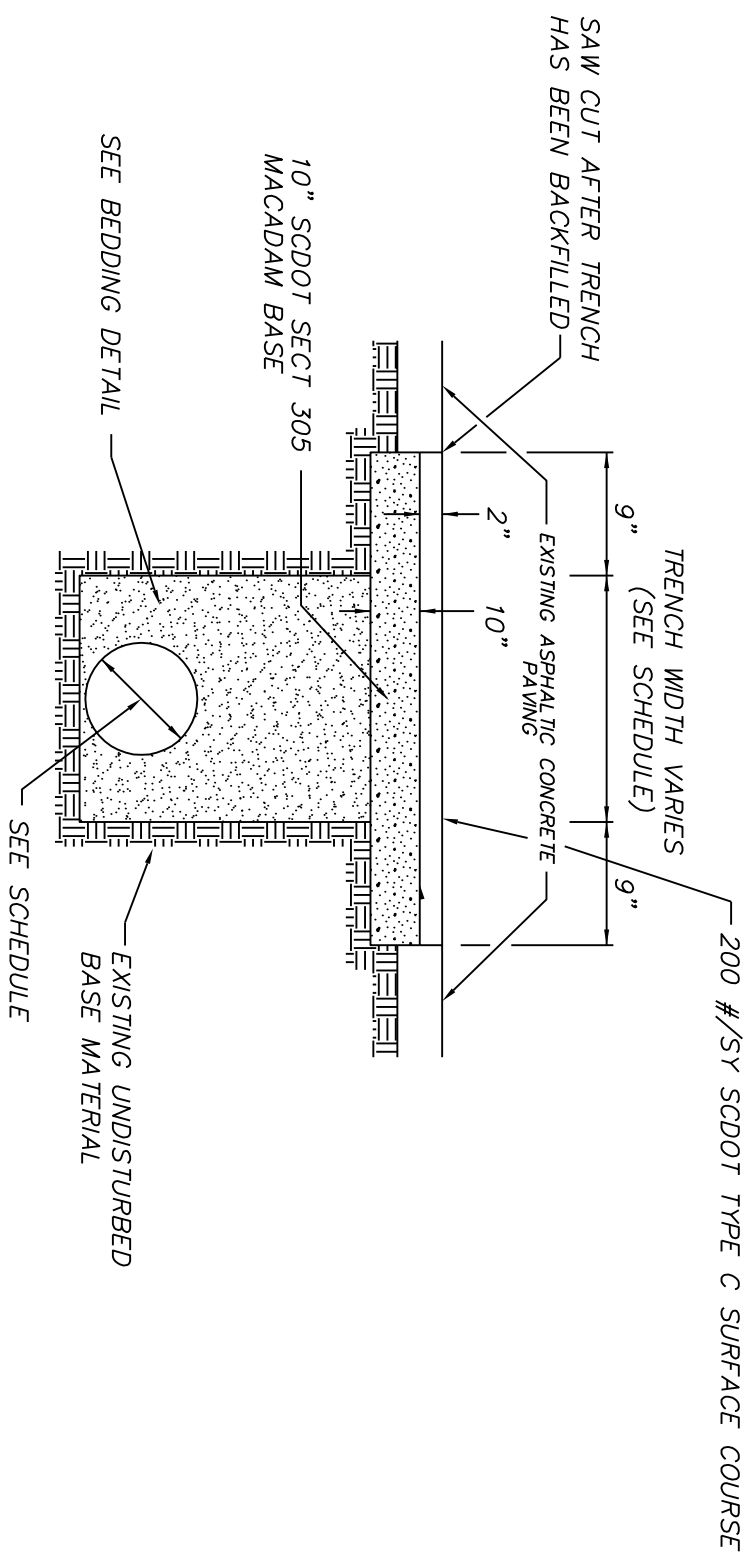
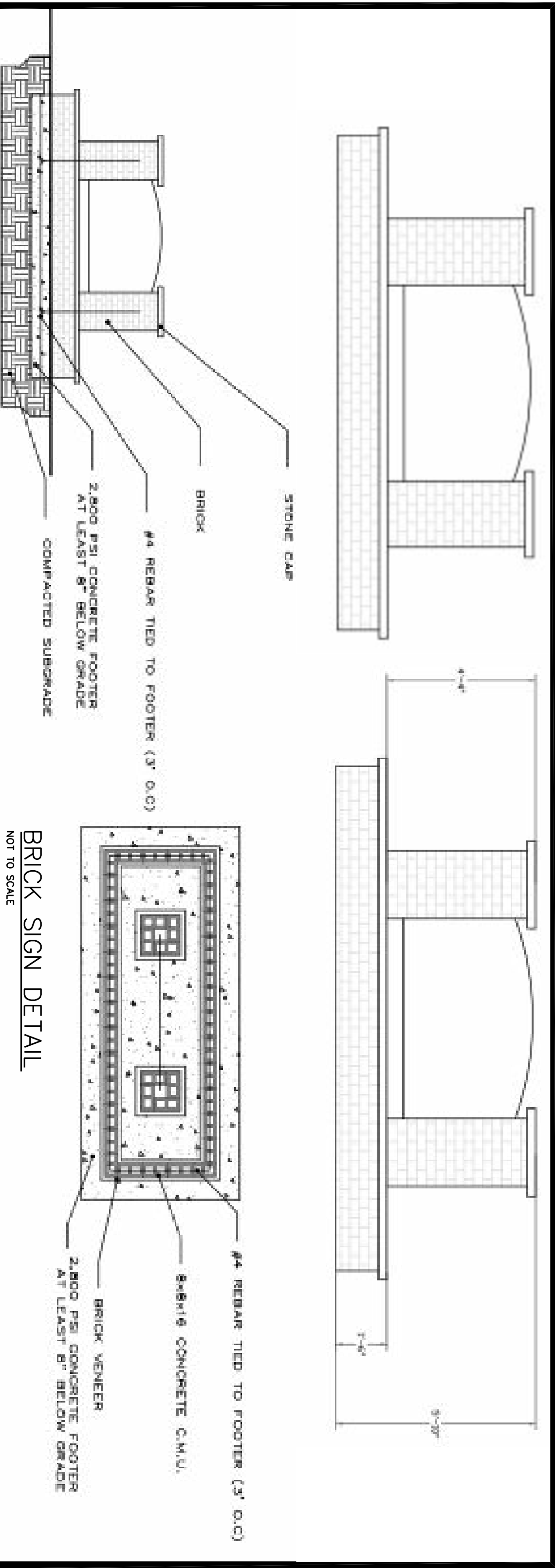
NOT TO SCALE

- NOTES:
- BEDDING DEPTH SHALL BE 6" MINIMUM FOR PIPE DIAMETER LESS THAN 12".
 - DEPTH FOR REMOVAL OF UNSUITABLE MATERIAL SHALL COVER DEPTH OF BEDDING MATERIAL BELOW THE PIPE. THE ENGINEER SHALL DETERMINE IN THE FIELD THE AMOUNT OF UNSUITABLE MATERIAL REQUIRED TO REACH A SUITABLE FOUNDATION.
 - THE PIPE BEDDING SHALL BE CONSOLIDATED NO 57 STONE IN 6" LAYERS TO THE BOTTOM OF THE PIPE. THEN BACKFILLED WITH HAND PLACED MATERIAL CONSOLIDATED IN 6" LAYERS TO THE SPRINGLINE OF THE PIPE.
 - BEDDING AND INITIAL BACKFILL MATERIAL SHALL MEET REQUIREMENTS OF ASPHIO M45 GROUP CLASSIFICATION A1-A3 OF OPTIMUM MOISTURE CONTENT. MATERIAL SHALL BE COMPACTED TO A MINIMUM PROCTOR WITH AN ALLOWABLE $\pm 5\%$ OF OPTIMUM MOISTURE CONTENT. BACKFILL MATERIAL UP TO A LEVEL 36" ABOVE (6") OVER TOP OF PIPE AND SHALL EXCLUDE CLAY MATERIALS AND LOOSE ROCKS LARGER THAN 7".
 - BEEL HOLES SHALL BE DUE TO PERMIT THE ENTIRE STRAIGHT BARREL OF THE PIPE TO REST THE SUITABLE UNDISTURBED SOIL OR BEDDING MATERIAL.
 - FINAL BACKFILL MATERIAL.
 - AREAS OUTSIDE THE SCOOT COUNTY AND CITY RIGHT-OF-WAYS, FINAL BACKFILL MATERIAL SHALL MEET THE REQUIREMENTS OF ASPHIO M45 GROUP CLASSIFICATION A1-A6 AND BE COMPACTED IN SUFFICIENT DEPTHS TO MEET A MINIMUM PROCTOR OF 85% STANDARD PROCTOR WITH AN ALLOWABLE $\pm 5\%$ OF OPTIMUM MOISTURE.
 - AREAS INSIDE DOT RIGHT-OF-WAYS, FINAL BACKFILL MATERIAL SHALL FLOWABLE FILL.
 - AREAS INSIDE THE COUNTY AND CITY RIGHT-OF-WAYS, FINAL BACKFILL MATERIAL SHALL MEET THE REQUIREMENTS OF ASPHIO M45 GROUP CLASSIFICATION A1-A3 AND BE COMPACTED IN 6" LAYERS TO A MINIMUM PROCTOR OF 95% STANDARD PROCTOR WITH AN ALLOWABLE $\pm 5\%$ OF OPTIMUM MOISTURE CONTENT.
 - UNDER EXISTENCE, FINAL BACKFILL MATERIAL SHALL MEET REQUIREMENTS OF ASPHIO M45 GROUP CLASSIFICATION A1-A3 AND BE COMPACTED IN 6" LAYERS TO A MINIMUM PROCTOR OF 95% STANDARD PROCTOR WITH AN ALLOWABLE $\pm 5\%$ OF OPTIMUM MOISTURE CONTENT.
 - UNDER BREAKAWAYS, FINAL BACKFILL MATERIAL SHALL MEET REQUIREMENTS OF ASPHIO M45 GROUP CLASSIFICATION A1-A3 AND BE COMPACTED IN 6" LAYERS TO A MINIMUM PROCTOR OF 95% STANDARD PROCTOR WITH AN ALLOWABLE $\pm 5\%$ OF OPTIMUM MOISTURE CONTENT.
 - USE OF NATIVE MATERIAL: NATIVE MATERIAL MAY BE USED IN FINAL BACKFILL ONLY WHEN APPROVED BY THE ENGINEER.



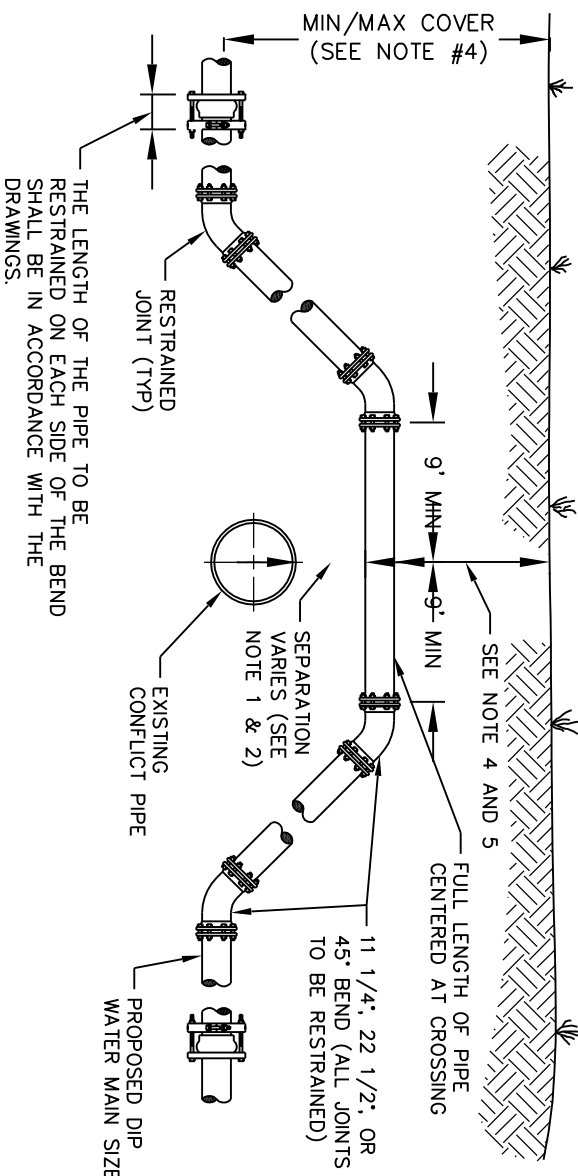
TYPICAL ASPHALT REPAIR SECTION INSIDE THE DOT R/W

N.T.S.



TYPICAL ASPHALT REPAIR SECTION OUTSIDE THE DOT R/W

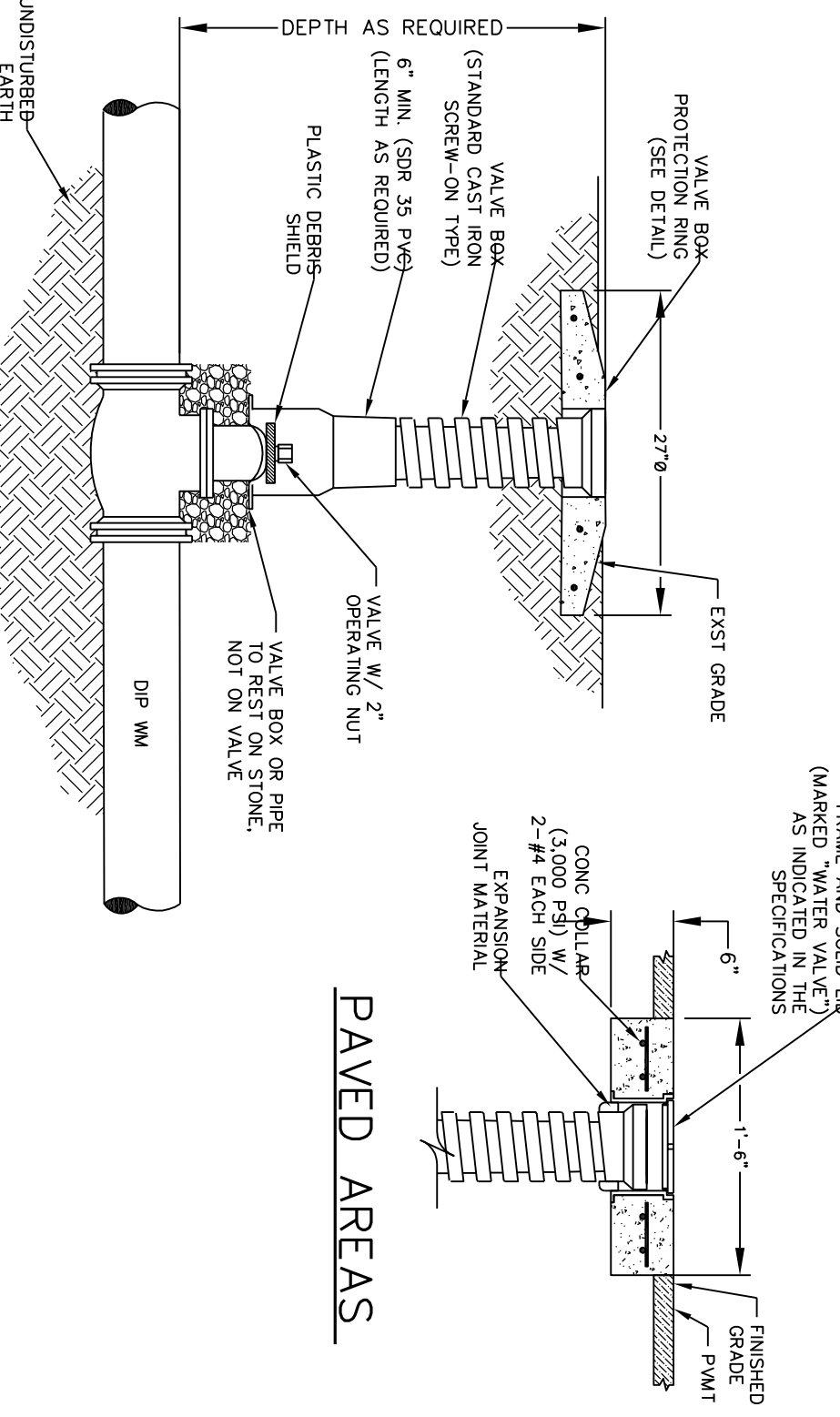
N.T.S.



ADJUSTMENT OVER EXISTING UTILITIES DETAIL

NOT TO SCALE

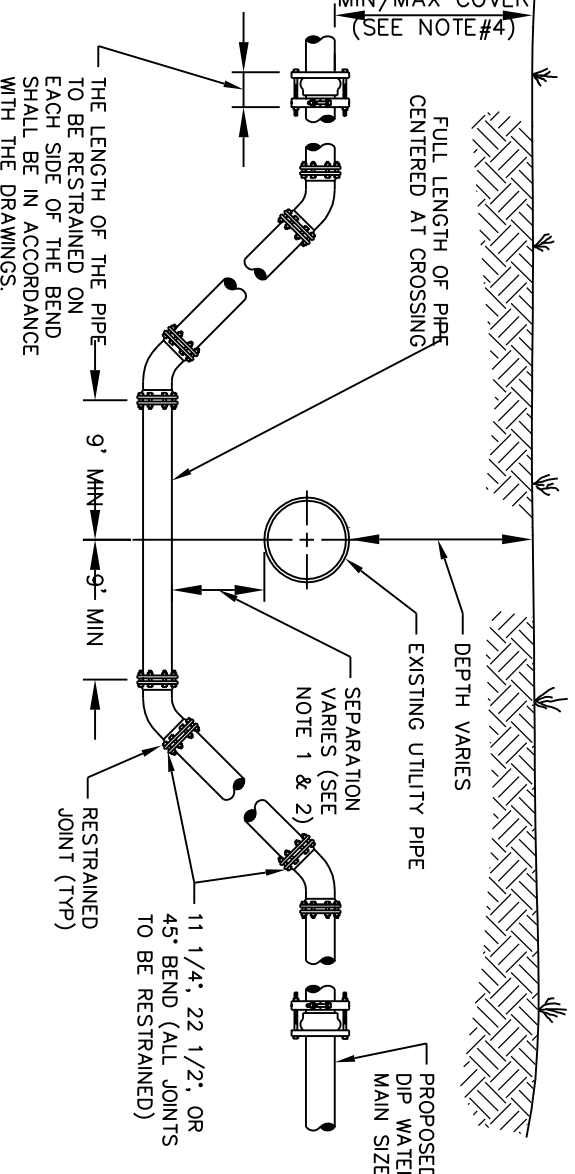
- NOTES:
- THE SOILS BETWEEN THE NEW MAIN AND THE EXISTING PIPE SHALL BE COMPACTED IN 6" LAYERS TO A MINIMUM PROCTOR OF 95% STANDARD PROCTOR WITH AN ALLOWABLE $\pm 5\%$ OF OPTIMUM MOISTURE.
 - FOR MINIMUM VERTICAL SEPARATION REQUIREMENTS SEE DETAIL ON THIS SHEET.
 - THE COVER FOR PIPING LESS THAN 24" SIZE SHALL BE 36" (MIN) IN UNPAVED AREAS, 48" (MIN) IN PAVED AREAS AND A MAXIMUM COVER OF 60". UNLESS APPROVED BY THE CITY ENGINEER.
 - IF UTILITY CONFLICT IS LOCATED IN A NON-TRAFFIC AREA (NO TRAFFIC LOADS), THEN THE MINIMUM COVER MAY BE REDUCED TO 24 INCHES (ONLY IN THE AREA OF THE CONFLICT AND AS APPROVED BY THE CITY ENGINEER).
 - IF UTILITY CONFLICT IS LOCATED IN A TRAFFIC AREA, THEN THE MINIMUM COVER MAY BE REDUCED TO 24 INCHES (ONLY IN THE AREA OF THE CONFLICT AND AS APPROVED BY THE CITY ENGINEER). BACKFILL SHALL BE FLOWABLE FILL.



GATE VALVE AND VALVE BOX DETAIL

NOT TO SCALE

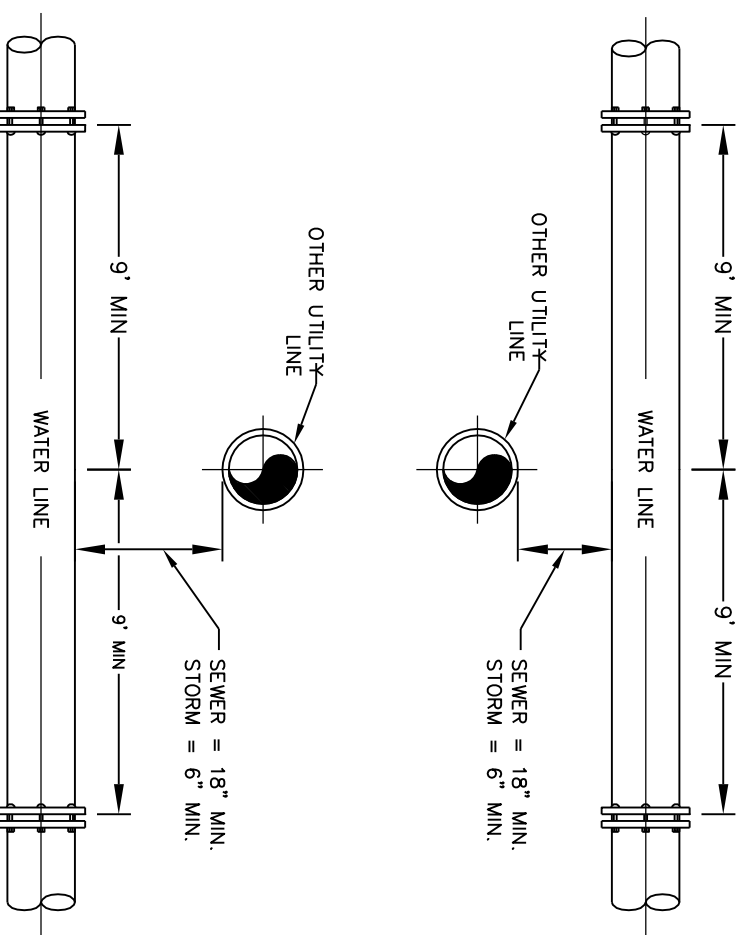
- NOTES:
- FOR UNPAVED LOCATIONS, A CONCRETE VALVE BOX PROTECTOR RING SHALL BE USED TO PROTECT THE VALVE BOX FROM TRAFFIC DAMAGE. THE VALVE BOX SHALL BE ADJUSTED TO UPRIGHT TO ALLOW FOR VALVE LOCATION. THE ROADWAY, UNLESS SHOWN OR NOTED OTHERWISE.
 - FOR NEW CONSTRUCTION, THE VALVE BOX SHALL BE ADJUSTED TO UPRIGHT TO ALLOW SECTION OF BOX OR BALL JOINT IN THE BOX TOP SECTION. THE LOCATE WIRES SHALL BE CONNECTED TOGETHER WITH WIRE NO. 1.
 - GATE VALVES SHALL OPEN LEFT.
 - PROVIDE A WHITE OR BLACK PLASTIC DEBRIS SHIELD WHICH INSTALLS BELOW THE OPERATING NOT. SHIELD SHALL BE BY AFC, BOXOR OR APPROVED EQUAL.



ADJUSTMENT UNDER EXISTING UTILITIES DETAIL

NOT TO SCALE

- NOTES:
- THE SOILS BETWEEN THE NEW MAIN AND THE EXISTING PIPE SHALL BE COMPACTED IN 6" LAYERS TO A MINIMUM PROCTOR OF 95% STANDARD PROCTOR WITH AN ALLOWABLE $\pm 5\%$ OF OPTIMUM MOISTURE CONTENT.
 - FOR MINIMUM VERTICAL SEPARATION REQUIREMENTS SEE DETAIL ON THIS SHEET.
 - THE COVER FOR PIPING LESS THAN 24" SIZE SHALL BE 36" (MIN) IN UNPAVED AREAS, 48" (MIN) IN PAVED AREAS AND A MAXIMUM COVER OF 64". UNLESS APPROVED BY THE CITY ENGINEER.



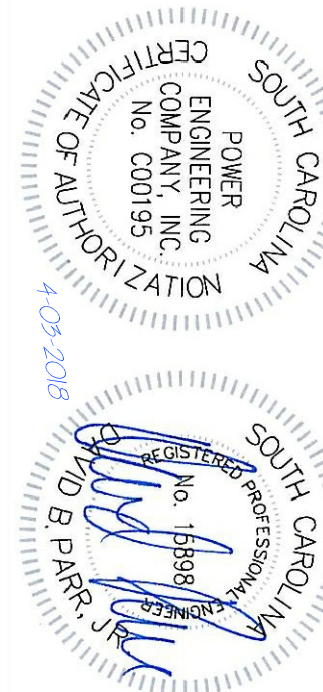
WATER AND SEWER/STORM CROSSING DETAIL

NOT TO SCALE

- NOTES:
- WHERE A WATER LINE CROSSES UNDER AN EXISTING UTILITY, ADEQUATE STRUCTURAL SUPPORT SHALL BE PROVIDED FOR THE OTHER EXISTING UTILITY TO PREVENT DAMAGE TO THE WATER MAIN.
 - IF CLEARANCE OF STORM DRAIN IS LESS THAN 18", USE CONCRETE ENCASMENT ON DIP WHICH SHALL HAVE POLYETHYLENE ENCASMENT PRIOR TO CONCRETE BEING POURED.

OWNER: CITY OF COLUMBIA
COLUMBIA, S.C. 29217
PHONE: (803) 545-3400
FAX: (803) 733-8674

ENGINEER: POWER ENGINEERING COMPANY, INC.
COLUMBIA, S.C. 29169
PHONE: (803) 216-8777
FAX: (803) 216-8070



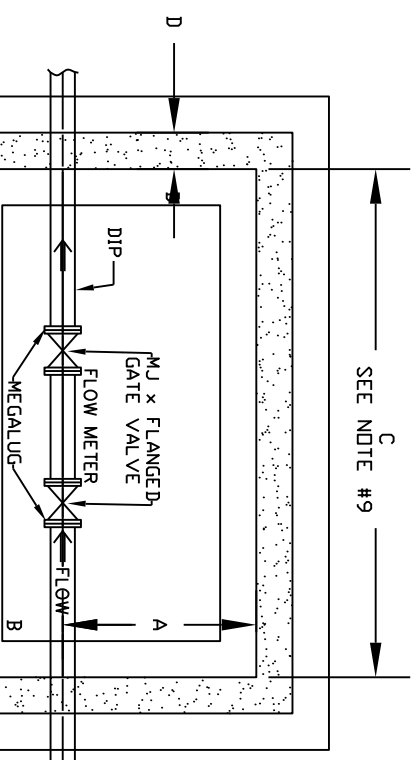
DRAWN	
D.H.C.	CHECKED
D.B.P.	DATE
05-11-2017	SCALE
AS SHOWN	JOB NO.
3712	SHEET
3	
4	SHEETS

WATER SYSTEM IMPROVEMENTS TO NORTHGATE MOBILE HOME PARK SITE DETAILS

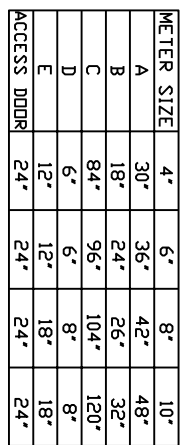
RICHLAND COUNTY COLUMBIA, SOUTH CAROLINA

PREPARED BY
POWER ENGINEERING COMPANY, INC.
ENGINEERS - PLANNERS
WEST COLUMBIA, SC

REVISIONS	
NO. IN REVISION	BY
REPAIR DETAILS PER 101 COMMENTS	DBP



PLAN VIEW



COVER (ADJUSTABLE)

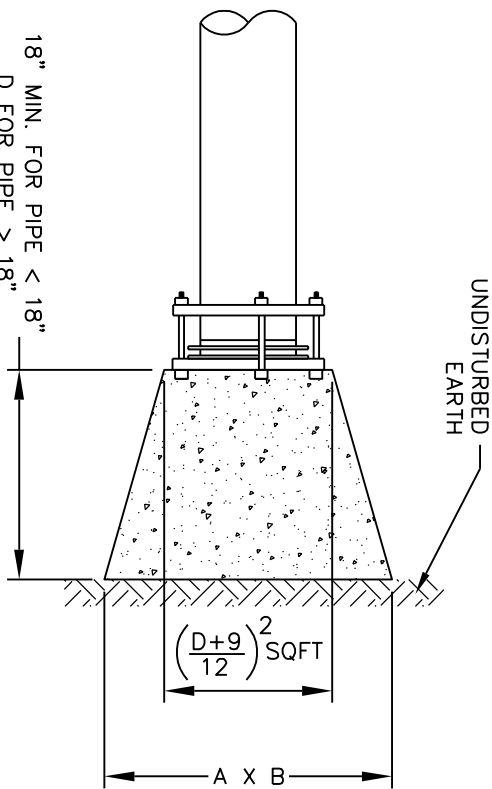


SOIL (SEE DETAIL FOR SIZE)

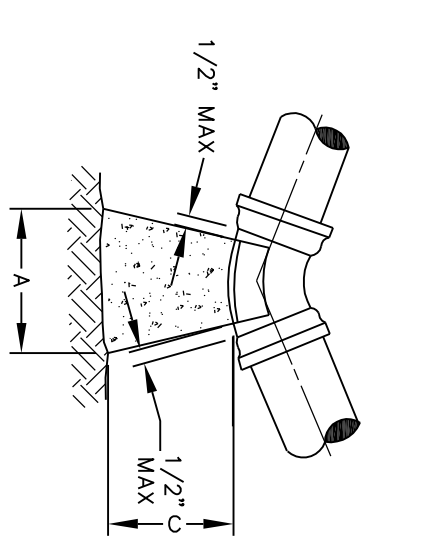
FIRE HYDRANT | A

SOIL A-4-A-

- [illegible]



THRUST BLOCK FOR BENDS	22-1/2"
SE BEARING	22-1/2"



NOTES:				
1. ALL BEARING SURFACES TO BE CARRIED TO UNDISTURBED SOIL.				
2. THESE TABLES SHOW MINIMUM SIZES FOR THRUST BLOCKS IN GOOD SOIL (A-1 thru A-3, CLAYS, SANDS AND GRAVELS) WITH MINIMUM BEARING CAPACITY OF 2000 psi.				
3. POOR SOILS (A-4 thru A-8, SILTY SOILS, CLAYS, MUCK AND PEAT) WILL REQUIRE LARGER THRUST BLOCKING.				
4. BOTH CONCRETE THRUST BLOCKS AND TIE RODS/ASTRAGAL JOINTS MUST BE USED WHEN IN THE USE OF POSITIVE ASSURANCE OF STABILITY.				
5. THE ADJUDGMENT OF THE ENGINEER, THE NATURE AND CRITICALITY OF AN INSTALLATION IS SUCH AS TO REQUIRE THRUST BLOCKS SHALL BE LIMITED TO SITUATIONS SUCH AS POINT REPAIR WHERE EXPOSING SEVERAL JOINTS OF PIPE IS NOT FEASIBLE DUE TO EXISTING GROUND CONDITIONS.				
6. MAXIMUM TEST PRESSURE TO BE 150 PSI.				
THRUST BLOCK FOR BENOS				
45' BEND	S.F. BEARING SURFACE	22'-1/2' BEND	S.F. BEARING SURFACE	11'-1/4' BEND
A	A	B	A	B
B	B	C	C	C

4.09	16	18	2.00	14	16	18	1.36	14	16
8.00	24"	28"	4.67	16"	18"	18"	2.00	14"	16"

17.11	3
22.39	3

- | | | | | |
|-----|------|------|-----|--------|
| 16" | 58" | 72" | 24" | 29.00 |
| 18" | 64" | 80" | 24" | 35.56 |
| 20" | 72" | 88" | 24" | 44.00 |
| 24" | 96" | 96" | 24" | 36.89 |
| 30" | 122" | 102" | 24" | 86.11 |
| 36" | 166" | 104" | 24" | 123.33 |

DRAWN
D.H.C.
CHECKED
D.B.P.
DATE
05-11-2017
SCALE
AS SHOWN

LEER: POWER ENGINEERING COMPANY, INC.

POWER ENGINEERING COMPANY, INC.
3229 SUNSET BLVD., SUITE A
WEST COLUMBIA, S.C. 29169
PHONE: (803) 216-8777
FAX: (803) 216-8070

Packet Pg.



We Are Columbia

MEETING DATE: October 16, 2018

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to approve an Agreement for Project SS7468; Three Rivers Force Main Replacement, as requested by Columbia Water. Award to Weston & Sampson in the amount of \$116,625.00. This firm is located in Columbia, SC.

PURPOSE: This is a Clean Water 2020 Program Project and Mentor Protégé Program Project. Weston & Sampson of Columbia, SC is the Mentor and will provide project management, engineering design, permitting services, bidding services, and construction administration at 67.2% (\$78,300.00) of the total contract value. Carper Civil Consulting, Minority Business Enterprise (Woman) of Charleston, SC is the Protégé and will provide engineering design at 20% (\$23,325.00) of the contract value.

Sub-consultant Construction Support Services of Hopkins, SC will provide survey and property easement services at 12.8% (\$15,000.00) of the contract value.

REQUISITION NO.: R192223

FINANCIAL IMPACT: Funding Source: 5529999-SS7468-658650 Water & Sewer Capital Projects - Three Rivers Force Main Replacement - Capital Project Costs. The original budgeted amount is \$75,000.00. Additional funds will come from 5529999-SS728801-658650 Unforeseen & Miscellaneous Projects.

ORIGINAL BUDGET: \$75,000.00

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: Yes

STRATEGIC GOALS: Provide high quality municipal services

The above referenced Agreement is to compensate the Consultant for providing services to replace the existing force main from the Three River's Pump Station. The services being provided will encompass the following:

TASK 100 - Evaluation and Design Phase Administration

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

TASK 300 - Survey and Utility Mapping

TASK 400 - Geotechnical Investigation

TASK 500 - Final Design

TASK 600 - Permits and Property

TASK 700 - Bidding and Award

TASK 800 - Engineering Services During Construction

TASK 900 - Full Time Construction Inspection

TASK 1000 - Project Closeout

TASK 1100 - Additional Services

Services to be performed will impact City Council District 2. The Office of the City Attorney has reviewed the Agreement and the ACM for Columbia Water and the Director of Utility Operations recommend its approval.

ATTACHMENTS:

- **#a:** Weston&Sampson.2018.Three River'sForceMain Replacment.SS7468.agr.nj (PDF)
- **#b:** SS7468 Project Location Map (PDF)



AGREEMENT FOR ENGINEERING SERVICES

This Agreement is being awarded under procurement method RFQ0011-16-17-NMJ Major/Minor Wastewater Collection System Projects.

This Agreement is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and Weston & Sampson, (hereinafter referred to as the "Consultant"), to replace the existing force main from the Three River's Pump Station.

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 Consultant shall complete the scope of services more fully described in Exhibit A, attached hereto. The Consultant shall perform any and all incidental services not specifically set forth in Exhibit A, which are necessary to fully complete the scope of services described in Exhibit A.

II. Supplemental or Additional Services

The City may require supplemental or additional services of the Consultant or recommended by the Consultant and approved by the City in writing.

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

III. Term of Agreement

The term of the Agreement is the date of the execution of this *Award or a Notice to Proceed* for an initial term of 17 months, or at such time total compensation provided for herein is reached, whichever is later.

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

the initial term or any additional term.

IV. Schedule for Completion of Services

The Consultant shall complete any and all services performed under this Agreement within the timeframes as outlined in Exhibit C, attached hereto.

V. Compensation (See Exhibit B)

A. The total compensation to be paid by the City to the Consultant under this Agreement shall not exceed One Hundred Sixteen Thousand, Six Hundred Twenty-Five Dollars and No/100 (\$116,625.00)

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

C. Invoicing Procedure: See Exhibit F

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

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

1. The Consultant is required to pay all Subconsultants and material suppliers for all work that the Subconsultant has satisfactorily completed, no later than twenty (20) calendar days after the Consultant has received payment from the City.
2. In addition, all retainage amounts received from the City by the Consultant must be paid by the Consultant to the Subconsultant no later than fourteen (14) calendar days after the Subconsultant has, in the opinion of the Assistant City Engineer for Construction or his/her designee, satisfactorily completed its portion of the Work.
3. A delay in or postponement of payment to the Subconsultant or material supplier requires good cause and prior written approval of the City's Assistant City Engineer for Construction

or his/her designee.

4. The Consultant is required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.
5. The City will not pay the Consultant for subsequent work performed unless and until the Consultant ensures that the Subconsultants have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing of City lien waivers, canceled checks (if requested), and the Consultant's sworn statement that it has complied with the prompt payment requirements. The Consultant must submit a Prompt Payment Affidavit, Subconsultant list that identifies each Subconsultant (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to such Subconsultant(s). That documentation must be provided with every payment request submitted to the City, except for the first payment request.
6. Failure to comply with these prompt payment requirements is a breach of this Agreement. The City reserves the right to pursue any and all remedies permitted under law for breach of contract, including, but not limited to, Consultant debarment.

E. Affirmative Action Procurement and Contracting Goals:

It is the goal of the City of Columbia, SC to maximize opportunities for historically Disadvantaged Business Enterprises (DBEs) including, but not limited to, Small Business Enterprises (SBEs), Minority Business Enterprises (MBEs), and Women-Owned Business Enterprises (WBEs). The City has implemented an overall citywide 10% goal to encourage socially and economically disadvantaged business participation. This goal extends to bidders, contractors, Subconsultants and suppliers on its procurement and contracting offerings.

Additional information on the City's affirmative action goals and objectives may be obtained by contacting the following office: City of Columbia Office of Business Opportunities, 1225 Lady Street, Suite 102, Columbia, SC 29201, (803) 545-3950.

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

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

F. Subcontracting Goals

Under this Agreement, the subcontracting goals are as follows:

SB Goals	_____ %
MBE	<u>13</u> %
WBE	<u>20.0</u> %
LSA	_____ %

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

VI. Mentor-Protégé Program (<http://www.columbiasc.net/business-outreach/>)

The City of Columbia encourages, where economically feasible, establishment of mentor-protégé relationships to ensure contracting opportunities for all businesses, including minority / women / small business enterprises. The Mentor-Protégé Program (MPP) helps develop private sector business relationships and enhances the contracting capabilities of minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and small business enterprises (SBE). In order to provide opportunities for growth and to encourage hands-on business relationships, certain capital improvement projects may be designated by the City of Columbia as Mentor-Protégé Program projects. The City of Columbia has determined that participation in the City's Mentor-Protégé Program is required for this project. The MPP goal for this requirement is twenty percent (20%).

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

VII. Indemnification and Insurance

A. The Consultant shall procure and shall maintain during the life of this Agreement, whether such operation be by itself or by a Subconsultant or anyone directly or indirectly employed by either of them, such insurance as required by statute, ordinance, or this Agreement, to adequately protect the City from any claims or damages including bodily injury or death, which may arise during performance and operations under this Agreement.

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

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

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

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

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

B. The Consultant shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Consultant and any Subconsultant of the Consultant commencing any services under this Agreement and this insurance shall remain in effect throughout the term of this Agreement, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured*.

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

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

VIII. Permits and Licenses

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

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

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

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

IX. Duties Upon Termination

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

X. Interest of Consultant

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

The Consultant is expected to make Consultant's services available to other entities but agrees to

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

XI. Termination of Agreement

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

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

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

XII. Ownership of Project Documents

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

XIII. Notice

A. Written notice to the City shall be made by placing such notice in the United States Mail, postage prepaid and addressed to: Purchasing Agent/Director of Procurement and Contracts, c/o City of Columbia, 1800 Main Street, 2nd Floor, Columbia, South Carolina 29201.

B. Written notice to the Consultant shall be made by placing such notice in the United States Mail, postage prepaid and addressed to: Weston & Sampson, 1201 Main Street, Suite 1850, Columbia, SC 29201.

XIV. Consent Decree

A. The services performed by the Consultant pursuant to this Agreement are required in whole or in part to satisfy the terms of the Consent Decree entered by the United States District Court for the District of South Carolina on May 21, 2014, in the case captioned *The United States of America and State of South Carolina by and through the Department of Health and Environmental Control v. City of Columbia*, Civil Action No. 3:13-2429-TLW (the "Consent Decree"), a copy of which has been provided to the Consultant by the City and is incorporated by reference herein. The Consultant shall perform the services pursuant to this Agreement in conformity with the terms of the Consent Decree as required by Paragraph 5 therein.

B. In addition to the requirements above, the Consultant shall comply with the document retention requirements of Paragraph 68 of the Consent Decree which includes, but is not limited to, the obligation to preserve all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in the Consultant's possession or control that relate in any manner to the Consultant's performance under this Agreement ("Preserved Documents"). Upon the Consultant's performance of all services required under this Agreement, the Consultant shall provide the City with all Preserved Documents. In addition to the requirements above, the Consultant shall provide the City with all Preserved Documents upon termination of this Agreement.

C. Upon the occurrence of a force majeure event as defined in Paragraph 55 of the Consent Decree, the Consultant shall provide notice to the City's Director of Utilities and Engineering in person, by phone, or by electronic mail within twenty-four (24) hours of when the Consultant first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the Consultant shall provide written notice in accordance with Section XII above to include the following information: an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken in an effort to prevent or minimize the delay; a schedule for implementation of any measures to be taken in an effort to prevent or mitigate the delay or the effect of the delay; and the Consultant's rationale for attributing such delay to a force majeure event. The Consultant shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.

D. The Consultant shall reimburse the City the amount of any stipulated penalties imposed on the City pursuant to Paragraph 47 of the Consent Decree if the Consultant neglects, fails, or refuses to meet the deadlines set forth in Exhibit C attached hereto. The Consultant agrees that any failure to meet such

deadlines will result in the City's failure to meet the deadlines set forth in the Consent Decree except in the event of force majeure notice by the Consultant that results in the extension of said deadline by the U.S. Environmental Protection Agency under the Consent Decree. The City reserves all other remedies available for the Consultant's failure to perform pursuant to the Agreement.

E. The Consultant shall perform the services pursuant to this Agreement using sound engineering practices as set forth in Paragraph 9 of the Consent Decree.

XV. Miscellaneous

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

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

C. The Consultant will not assign or sublet its obligations to perform the services required by this Agreement without the written consent of the City. The Consultant shall be as fully responsible to the City for the acts and omission of its Subconsultants, as it is for the acts and omissions of persons directly employed by the Consultant.

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

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

E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Consultant agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Consultant agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Consultant.

F. This Agreement represents the entire agreement between the City and the Consultant and supersedes all prior communications, negotiations, representations or agreements, either written or oral. The parties may amend this Agreement at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

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

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

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

I. This Agreement is subject to City Council approval.

J. The Consultant acknowledges, for itself and its Subconsultants, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:

- (1) influence the discharge of a public official's, public member's, or public employee's official responsibilities;
- (2) influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or
- (3) induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.

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

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

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

L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.

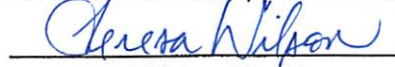
M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Consultant under this Agreement are matters of public record, but that the Consultant agrees that they shall only be made available to any individual or organization by the City and the Consultant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

N. Every exhibit, schedule and appendix attached to this Agreement and referred to herein is hereby incorporated into this Agreement by reference unless this Agreement expressly provides otherwise. This Agreement, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Business Information Record for Subconsultants/Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Agreement and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

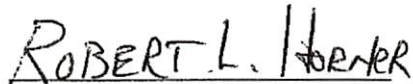
Witness the parties' respective hands and seals on the date first written above.


Witness:

CITY OF COLUMBIA, SOUTH CAROLINA


Teresa Wilson, City Manager

Date: 9/27/2018

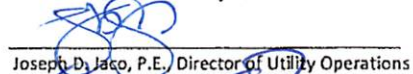

Print: Name/Title

Weston & Sampson

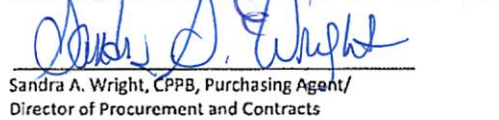

Signature

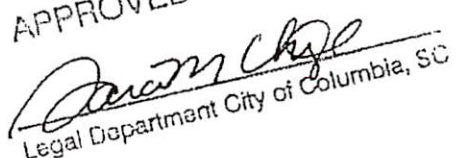
Date: 9-25-18

Recommended by:


Joseph D. Jaco, P.E., Director of Utility Operations


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


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

APPROVED AS TO FORM

Legal Department City of Columbia, SC

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EXHIBITS – SS7468

Exhibit A – Scope of Services

Exhibit B – Compensation

Exhibit C – Schedule

Exhibit D – Subconsultant Form

Exhibit E – Implementation Plan

Exhibit F – Invoicing Procedures

Exhibit G – Prompt Payment Affidavit

EXHIBIT A

SCOPE OF SERVICES

**City of Columbia
 CIP # SS7468**

THREE RIVERS PUMP STATION FORCE MAIN REPLACEMENT

The services performed as a part of this Scope include providing technical consulting support to the City of Columbia (CITY) for a force main replacement project, including evaluation of alternative alignments, and engineering/design services for the project.

The existing force main is located beneath Gracern Road. It begins at the Three Rivers Pump Station near Janice Drive and runs approximately 2,500 feet to the east down Gracern Road where it terminates into a manhole in Gracern Road.

The general location of the project is shown on Figure 1 attached. The purpose of this project is to evaluate three alternative routes and perform engineering and design services for permitting, bidding, and construction.

In general, (Consultant) will provide the following scope of services:

- Prepare a Feasibility Study for the three alternative routes (Phase I)
- Engineering Design and Permitting (Phase II)
- Engineering Services During Construction (Phase II)

Consultant will also be participating in the City of Columbia's Mentor Protégé Program as part of this project, utilizing CARPER CIVIL CONSULTING as our Protégé.

PHASE I

TASK 100 – Evaluation and Design Phase Administration

110 General Project Administration

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

- Participate in design review and construction progress meetings with the City as outlined.
- Provide monthly invoicing and schedule updates pertaining to Consultant's portion of the work to the City. Provide a detailed project schedule within one week of execution of the Contract.

- Plan and perform project quality control and quality assurance.
- Project Administration will terminate at the completion of Task 500
- Provide monthly progress reports.
- Consultant will invoice monthly and include amounts invoiced by sub-consultants in accordance with the City's invoicing procedures.
- Consultant will utilize the SharePoint document control system provided by the CITY. Consultant will maintain a complete document file for the project. Documents to be maintained include, but are not limited to: correspondence, scheduling, project meeting agendas and minutes, deliverables, invoices and all other documents pertaining to the study/design of the project.

120 Coordination Meetings

Throughout design of the project, Consultant will maintain regular contact through the CITY's staff. Progress meetings include:

- Kickoff meeting
- Carolina Cross Road Meeting/Coordination – to discuss SCDOT plans for the area – Two (2) meetings
- Monthly Progress meetings with CITY's Project Manager for duration of project
- 50% and 90% replacement alternatives meetings in Task item 270 – Two (2) meetings total (this is considered 30% total project review meeting) and could serve as a monthly review meeting.
- 60% and 90%, review of design meetings in Task item 570 – Two(2) meetings total
- One (1) pre-bid meeting in Task item 710.

130 Project Management & Coordination with the CITY

- Consultant will communicate with the CITY through a single point of contact, Consultant's Project Manager.
- Consultant will utilize SharePoint provided by the CITY to share and file documentation of project progress, data, decisions, deliverables, design and management of the project.
- Consultant will adhere to and update schedule as shown in Attachment C.
- Consultant will conduct coordination meetings as outlined in Task 120 of this agreement.

140 Public Outreach

Omitted from this scope

150 Mentor-Protégé Program

Consultant and Protege will provide the following in compliance with the City of Columbia's Mentor-Protégé Program:

- Consultant will enter into a Mentor-Protégé Agreement with CARPER CIVIL CONSULTING.
- Consultant will update the existing Mentor-Protégé Business Plan per the "City of Columbia Mentor-Protégé Program Guidelines".
- The updated Mentor-Protégé Project Scope and Mentor-Protégé Business and Implementation Plans will be presented to the City of Columbia for approval.
- Schedule and attend all quarterly developmental meetings.
- Comply with deadlines for furnishing information required under the Mentor-Protégé Program.
- Document and maintain copies of communications between the Mentor and the Protégé.
- Prepare and submit a quarterly report form to the City of Columbia's Office of Business Opportunities.

TASK 200 – Preliminary Planning, Investigation, Engineering and Feasibility Study

210 General Data Collection, Field Recon and Coordination

- Consultant will coordinate with the CITY to obtain existing utility mapping in the project area.
- Consultant will obtain county tax map records for identifying property potentially affected by the project.
- Consultant will obtain SCDOT and CITY maps for road and street right-of-way information.
- Consultant will contact other utilities in the area that can be determined from field observation for mapping and location information that may impact alignment of the proposed sewer. (TWC, AT&T, LV 3, SCE&G Electric, SCE&G Gas, SCDOT, Spirit and SC Government)
- Consultant will utilize existing aerial mapping along with utility mapping, county property maps and street right-of-way information to determine possible sewer line routing alternatives in a table top type route analysis. PUPS shall be called to mark underground lines.
- Field Reconnaissance:
 - Based upon the table top analysis, field reconnaissance will be conducted on the identified routing alternatives. Observation during the field reconnaissance will be recorded and used to identify qualifying or disqualifying issues associated with the routing alternatives.
 - Consultant will meet with the CITY to discuss results of the data gathering and field reconnaissance. Upon agreement of the resulting possible alternatives more detailed evaluation of alternatives will be conducted.

220 Feasibility Study and Route Selection

- Upon completion of Task 210, Consultant will proceed with a feasibility study for the following alternatives:
 - Install new force main beneath Gracern Road in the approximate location of the existing force main.
 - Install new force main in the north shoulder of Gracern Road within the SCDOT right of way.
 - Install new force main along Gracern Road within private easements acquired by the City of Columbia
- * The alternative route selection will incorporate plans provided by the City for Carolina Cross Roads and the potential impacts of the SCDOT project on the alternatives

230 Preliminary Agency Coordination and Meetings

- Consultant will contact all known regulatory agencies that may have jurisdiction in the project area to coordinate any permitting and notification actions that may be required for each of the three route options.

240 Preliminary Utility Coordination and Meetings

- Consultant will contact all known utilities located in the project construction area to coordinate any easements, encroachments, and design considerations to be addressed.
- Consultant will provide utility coordination for the project and provide utility mapping for all three route options.

250 Design Criteria

As per the City standards.

260 Opinion of Probable Construction Cost, Schedule, Long Term Maintenance and Permitting

- As part of the Feasibility Study the Consultant will prepare an opinion of probable construction cost, schedule, Long Term Maintenance Cost and Permitting requirements for each of the route options.

270 Preliminary Design Reviews

- Consultant will prepare a report of findings and recommendations for review by the CITY.
 - Consultant will conduct a 50% complete Feasibility report progress meeting to discuss preliminary findings.
 - Consultant will convene a 90% complete Feasibility report progress meeting with the CITY to present the results of the report and solicit feedback on the recommended alternative.

280 Preliminary Alternative Analysis and Engineering Report

- Upon approval by the CITY, Consultant will prepare a final report documenting the alternative analysis criteria, evaluation, decision process and findings to include the final alignment recommendation and preliminary opinion of probable project cost, utility relocation probable cost, Long term maintenance cost, permitting, easement acquisitions (if necessary) and associated schedules.

TASK 300 – Survey and Utility Mapping

A survey will be conducted as part of the Feasibility Study. The survey will include property, utilities and other topographic feature necessary for the design of all three alternatives .

310 Field Survey

- Consultant shall coordinate with the CITY to send survey notification letters. Consultant to provide addresses and property owners.
- All surveying shall be in accordance with current South Carolina surveying standards and conducted using conventional, GPS, or other accepted methods.
- Horizontal datum shall be: SC State Plane Coordinates NAD83 (2007)
- Vertical datum shall be: NAVD 88
- The Consultant's surveyor will complete field surveying along a 75-foot wide corridor of the proposed pipeline alignment. All relevant visual or physical features along the route will be surveyed including significant or "specimen" trees 12 inches and larger, rock outcroppings, structures, geotechnical bore locations, etc. and will make detailed records for inclusion in field survey files. Detailed surveying associated with mapping delineated wetland boundaries is not included in this scope of services. Consultant's surveyor shall recover existing horizontal control monuments and establish GPS control points along the pipeline alignments. Consultant's surveyor shall traverse along the proposed pipeline route to locate existing sanitary sewer manholes, property boundaries, and other existing utilities and physical features. Consultant's surveyor shall recover existing vertical control points. Temporary benchmarks (TBMs) will be established along the project corridor at approximately 1,000-foot intervals.

Consultant's surveyor will also provide top of bank, bottom of bank, and water surface elevations at all water crossings along the proposed pipeline alignments. Significant rock outcroppings shall be identified.

- Locate both horizontally and vertically (where appropriate) along the routes, all exposed structures, land features, property corners (as required), marked utilities, etc., such as, but not limited to, location of paved roads and driveways (w/type identified); storm water culverts with inverts and any headwalls or inlet/junction boxes (w/size and invert elevations identified); storm water ditches (w/top and bottom of banks identified); power poles and guy wires (w/connection of overhead power lines to adjacent poles); electric boxes; gas valves and meters; water valves, meters, and fire hydrants; exposed pipes (w/type, diameter, and material identified); cable boxes; telephone pedestals; mailboxes; fences; signage (street name, traffic, etc.); tree and brush lines; all trees of sufficient size that require protection according to applicable sections of Richland County's current tree ordinance (with identification of size and type); and any other miscellaneous aboveground structure or feature.
- All underground utilities as identified and marked in the field by the local utility locating service or the Consultant's Subsurface Utility Engineering sub-consultant shall be located by the survey. This shall include, but not be limited to, all electric, gas, water, cable, storm water, fiber optics, and telephone service lines. It will be the responsibility of the ENGINEER's surveyor to contact the utility locating service in the appropriate amount of time prior to field surveying, such that all service lines as identified can be properly located. The ENGINEER's surveyor will, at a minimum, contact the Palmetto Utility Protection Service (P.U.P.S.) at 1-800-721-7877 and CITY for field locating all underground utilities. The Consultant shall obtain utility records to assist with the incorporation of underground utility locations.
- All State and County ROWs and any existing obvious and apparent utility easements within the project limits shall be researched through the appropriate entity and identified by the Consultant's surveyor for use during the survey and used for design purposes. This information shall be included in the electronic file and survey drawings.
- The Consultant will be responsible for the generation of cross sections (every 100 ft.) as required to define changes in slope, ditch crossings, etc., as necessary to develop an accurate topography of the survey extents for all route options.
- The Consultant shall determine the necessary corridor to be surveyed for this project but at a minimum of 75 feet. Where the force main is located adjacent to an existing roadway, the opposite side of pavement and driveways will be horizontally located to facilitate developing traffic control plans for the

construction phase. Where the force main is within the road right of way, the adjacent property owners and their parcel sidelines will be mapped.

- From the survey data, the survey subcontractor shall prepare final AutoCAD 2010 electronic files of the entire survey that accurately locates all horizontal (planimetric) features and contains, on separate layers, all feature labels and all surveyed points with point number, description, and elevation.

320 Property Research and Easement Exhibits

- In consultation with CITY, the Consultant's surveyor shall survey, research, plat, and prepare all easement descriptions for all required permanent easements that will be required to construct the proposed force main. Exhibits shall be prepared in accordance with the standards of the CITY for recording. This Scope of Services is based on preparing 10 easement exhibits. An amendment will be issued if additional easement exhibits are required, or if less easements are required.

330 Utility Mapping

- The Consultant's surveyor shall provide existing utility information along the route of the survey. This information will be obtained with assistance of PUPS. Utility records will be collected and used by the Consultant for additional utility mapping.

TASK 400 – Geotechnical Investigation

410 Field Investigation

- Protege will contract with a local sub-consultant for geotechnical services to provide subsurface soil conditions along the proposed project routing. Up to 2 boring will be performed along the preferred routing to determine general soil conditions. This information will be used to design pipe bedding details, evaluate soils for potential dewatering requirements, the capability of soils to be effectively dewatered, estimate rock excavation, and estimate amounts of additional suitable backfill material needed (if any) for the project.
- Split-barrel samples will be taken at each boring. Boring will be backfilled at the end of each day and groundwater level will be monitored before backfilling. Borings within the SCDOT right-of-way will be backfilled with grout. No restoration beyond backfilling bore holes has been anticipated in this scope of work.
- Sub-consultant will obtain all SCDOT and City permits required to conduct investigation on public right-of-way. CITY will obtain right of entry and investigation as required on private property.

PHASE II
TASK 500 – Final Design

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

- Consultant will contact and meet as necessary with City, County, State and Federal agencies to determine design parameters for construction of the new force main line within the roadway rights-of-way.
- Consultant will coordinate final design with the requirements of all roadway encroachment permits

520 Utility Coordination

- Consultant will contact and meet as necessary with utility agencies that have existing utilities within the construction limits to determine design parameters, right-of-way encroachment requirements and resolve conflict issues related to the of the new force main adjacent to or cross existing utilities.
- Consultant will coordinate final design with the agreed upon requirements of all encroachment permits and conflict resolution solutions.
- Consultant shall design, the project to minimize utility relocations. Utility relocation design services and/or road realignment design services are not included in this scope, however can be provided at the City's request.

540 Project Plans and Specifications

- CONSULTANT will prepare drawings and specifications depicting the scope, extent, and character of the materials to be provided and the work to be performed by an installation contractor. One set of contract documents will be provided to the CITY to be used to solicit bids for the construction of the project. The Contact Documents shall consist of and include the following:
 - Detailed plan and profile drawings on 24" x 36" plan sheets, 1"=40' scale (maximum)
 - Relevant features impacting construction as located by the survey.
 - Design and construction details.
 - Sediment and erosion control details.
 - Relevant environmental features.
 - Traffic control plans.
 - Existing pipe demolition/abandonment as needed
 - By-pass pumping plan as needed
 - Specifications coordinated with the CITY'S standard contract documents.
 - Special conditions related to permit requirements and easement requirements.

- Material specifications including minimum installation requirements.
 - CITY will provide the standard contract, advertisement, general conditions, supplemental conditions, bid form, City procurement program requirements, etc. CONSULTANT will provide the technical specifications, bid quantities, measurement and payment items and special provisions.
- The Consultant shall prepare a 90% submittal for review by the City of the plans, specifications and an engineer's estimate of probable cost.
 - Upon approval of the 90% the Consultant shall prepare the 100% submittal, CONSULTANT will provide one set of final bid plans, a CD containing PDF's of the signed and sealed drawings, one sided copy of unbound specifications and final cost estimate in digital format and excel format to match the bid tab item list, and a digital and word copy of the Special Provisions.

550 Regulatory Agency Coordination

- Consultant will contact and meet as necessary with City, County, State and Federal regulatory agencies to determine design parameters for construction of the new force main line in accordance with regulatory requirements.
- Consultant will coordinate final design to comply with regulatory requirements.
- Potential agencies are:
 - South Carolina Department of Health and Environmental Control
 - US Corps of Engineers - Wetlands
 - City of Columbia – Streets Division
 - City of Columbia - Storm water
 - South Carolina Department of Transportation

560 Opinion of Probable Construction Cost and Schedule

- Consultant will submit an opinion of the probable cost for the Project including construction costs, contingencies and other related items at the 90% and 100% plan reviews. Since Consultant has no control over the cost of labor, materials, equipment, or the Contractors' methods of determining price or competitive bidding, we cannot and do not guarantee that proposals, bids, or the project construction cost will not vary from the opinion of the probable cost of the Project.

570 Design Reviews

- Consultant will conduct an Internal Technical review of the project using technical staff familiar with the type of work being completed but not part of the everyday project team. Comments and resolution of all items raised at the technical review shall be documented by the Consultant. .
- After the Internal Technical Review, the Consultant will provide the CITY copies of plans and specifications for the Project for review and approval at the sixty (60%) and ninety (90%) completion milestones. Consultant will meet with the CITY during this milestones to discuss the project and obtain input from the Client. Following the review, Consultant will make revisions as requested by the City. Documentation of the completed reviews will be provided to the CITY by the Consultant. Following the technical reviews, Consultant will make modifications to the construction documents.
- Upon approval by the City, final plans and specifications with any permits obtained will be submitted to the CITY for production during the bidding process.

TASK 600 – Permits and Property

610 Property and Right-of-Way Assistance

- Easements – Refer to task 320 above.
- The Consultant will rely on Richland County Tax Map information in identifying property owners and will research Richland County records for property plats that have been recorded and filed with the County. The Consultant cannot guarantee the accuracy of the County records, but will revise the plats as necessary if during the legal research and easement acquisition process corrections are required to the plats.
- This scope assumes the CITY staff will obtain all necessary easements including temporary construction easements and new permanent easements utilizing the easement plats prepared by the Consultant.
- Easement preparation will begin at the 90% phase. Any rework of easement plats between the 90% and 100% phase will be at no cost to the City.

620 Permits

- Construction Permit: Upon CITY approval of the ninety (90%) percent completion documents, Consultant will submit copies of the project plans and specifications for final review and approval by the South Carolina Department of Health and Environmental Control (SCDHEC); work with SCDHEC and assist the CITY in efforts to obtain the necessary permits and/or approvals; and furnish SCDHEC with

the required number of copies of plans and specifications needed for review and approval. The CITY is responsible for all fees.

- **Storm water Permit:** The scope assumes a Notice of Intent (NOI) Application for Storm water Discharges from Construction Activities (sediment and erosion control permit) will be required by the City of Columbia. Upon CITY approval of the ninety (90%) percent completion drawings, Consultant's subcontractor, CARPER CIVIL CONSULTING, will prepare a Storm water Pollution Prevention Plan and NOI application for submittal and approval by the City of Columbia. Consultant will provide all required submittal copies and respond to all inquiries by the CITY. The CITY is responsible for all fees associated with the NOI approval process.
- **Wetlands Permit:** Not included in this scope, they can be added by amendment.
- **Roadway Encroachment Permits:** This scope assumes a City of Columbia and /or a SCDOT Encroachment Permit will be required. Upon approval by the CITY of the ninety (90%) percent completion documents, Consultant will submit for review and approval for an Encroachment Permit by the City of Columbia and/or the SCDOT; work with the City of Columbia and assist the CITY in efforts to obtain the necessary permits and /or approvals; and furnish the City of Columbia with the required number of copies of plans and specifications needed for review and final approval. The CITY is responsible for all fees.
- **Railroad Permits:** Not included in this scope, they can be added by amendment.

TASK 700 – Bidding and Award

710 Bidding Assistance

- Consultant will provide services during the bidding phase to include attending a pre-bid conference, providing technical interpretation of the bid documents, issuing addenda, assisting with responses to requests for information (RFI's), attending the bid opening.,
- It is assumed that the duration of the Bid Period will be forty-five (45) days and that the CITY will be distributing the bid packages. An additional sixty (60) days is assumed from selection of the Contractor to the issuance of the Notice to Proceed.
- While a formal prequalification process is not anticipated, Consultant will work with the CITY to include qualification requirements in the Specifications that will be submitted by the bidders with the bids.

720 Award Recommendation

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

TASK 800 – Engineering Services During Construction

810 General Administration of Construction Contract

- This scope assumes approximately 2500 linear feet of 8-inch force main will be constructed and the existing 8-inch force main will be removed or abandoned. After award of the construction contract, Consultant will assist the CITY with the contract administration and provide periodic observation of the construction work. It is anticipated that the construction period for the sewer replacement project will be 60 days for substantial completion and (30) days for final completion with construction duration of 90 days. An increase in the construction schedule may require an amendment to authorize additional construction services.
- Consultant will provide general services during construction as described herein. In the performance of its services during the Construction Services, Consultant shall not supervise, direct or have control over Contractor's work nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, procedures of construction or safety precautions and programs incident 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.
- Administration of Construction Contract: As part of general administration of the construction contract, Consultant will consult with and advise the CITY and act as its representative during the construction period. Consultant will provide contract administration and general services required for the Project, including:
- As CITY's representative for the duration of the construction contract, all communications to and from the contractor shall go through Consultant. On behalf of the CITY, Consultant will administer the construction contract, respond to Contractor's correspondence, and issue instructions from the CITY;
- Consultant will utilize the SharePoint document control system provided by the CITY. Consultant will 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, shop drawing submittals, requests for information (RFIs), potential and executed change orders, scheduling, project meeting agendas and minutes, 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.
- Prior to the pre-construction meeting, prepare a list of required shop drawing submittals, a list of required testing procedures (field tests, shop tests, and performance tests), a list of required warranties, and a list of required material samples and distribute these lists to all parties.
 - These lists shall be inclusive of all submittals required as part of the Contract Documents. Additionally, these lists shall be updated as needed throughout the construction process and shall be used to track dates and approvals of actual submittals.
- One (1) pre-construction meeting and (3) monthly progress meetings have been budgeted. Consultant will submit meeting minutes of all meetings to the CITY.

820 Submittal & Pay Application Review

- **Shop Drawing Review:** Consultant 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.
- **Request for Information (RFI):** Consultant will review and respond to Contractor's RFI as they relate to the contract requirements.
- **Preparation of Design Clarifications:** A necessary part of any construction project is the preparation of design clarifications and other routine supplementary information. This work will be performed by the Consultant and reviewed with the CITY. Consultant will issue necessary interpretations and clarifications of the Contract Documents; have authority, as the CITY's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder, and make decisions on all claims of the CITY and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.

- **Testing Results:** Consultant will review testing results of test required by contractor for contract compliance and comment on any results that appear to be out of compliance.
- **Review of Applications for Payment:** Based on on-site observations and review of the applications for payment with the accompanying data and schedules, Consultant will review the amounts payable to Contractor on a monthly basis. Consultant will then forward applications for payment to the CITY for payments due to Contractor.

830 Change Management

- **Change Orders and Time Extensions:** Consultant will provide services in connection with change orders to the Construction Contract to reflect minor changes or deletions requested by the CITY Consultant or the Contractor and make revisions to Drawings and Specifications occasioned thereby. An accurate listing of additional costs and credits as a result of change orders will be maintained by Consultant. Upon receipt of a requested change order, Consultant will review it in detail and then discuss it with the CITY, and, together, will determine the manner in which to proceed. Larger changes or claims asserted by Contractor and major redesigns requested by the CITY or Contractor may require additional analyses or evaluation beyond the scope of this Contract.

840 Completion Monitoring & Documentation

- **Quality Assurance Testing:** Consultant will specify the quality assurance testing that is necessary for the project in the construction specifications relative to its designs.
- **Final Inspections:** Consultant will perform the following:
 - Conduct a walk-through inspection with the Contractor and the CITY to determine if the Project has reached substantial and/or final completion
 - Prepare a punch list of work items remaining.
 - Conduct one final inspection to determine if the work is acceptable, so that Consultant may recommend, in writing, final payment to the Contractor and may give written notice to the CITY and the Contractor that the work is acceptable.
 - 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 Consultant.
 - Storm water Closeout Inspection & Notice of Termination

850 Periodic Construction Observation

- **Construction Observation:** Consultant's project engineer will visit the site (excluding visits coinciding with monthly progress meetings) to observe the progress and quality of the executed work of the Contractor and to determine, in

general, if such work is proceeding in accordance with the Contract Documents. During Consultant's visits, and on the basis of on-site observations, Consultant will keep the CITY informed of the progress of the work, will endeavor to guard the Client against defects and deficiencies in such work, and may recommend to the CITY disapproval or rejection of work failing to conform to the Contract Documents. Considering the complexity of this work and its location, this scope includes the following time for observation of construction:

- Project Engineer: 1.5 hrs/week for 13 weeks = 19.5 hours
- Construction Inspector: 8 hrs/week for 8 weeks = 64 hours
- Construction Inspector: 4 hrs/week for 5 weeks = 20 hours
- This scope includes site visits for (3) months (13-weeks) by the Project Engineer and (3) months (13-weeks) by the field representative. If additional site visits are required, this contract will be amended to provide such additional services.

TASK 900 – Full Time Construction Inspection

- This service is not provided under this agreement.

TASK 1000 – Project Closeout

1010 Record Drawings

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

1020 Punch List and Final Inspection

- See Task 840 of this agreement.

1030 O&M Submittals

- At the conclusion of the project, Consultant will receive, review and transmit to the CITY with written comments guarantees, Bonds, and certificates that are required by the Contract Documents and provided by the Contractor.
- No O& M submittals are anticipated on this project.

1040 Digital Information Submittals

- The final record drawings will be delivered in electronic format on a DVD. Drawings will be provided in a format compatible to the CITY's GIS system.

1050 Final Notice of Acceptability of the Work

- See Task 840 of this agreement.
- Based upon periodic observation, observation during a final walk through of the project site, and construction records the Consultant will provide written notice to the CITY when the Consultant deems the work to be complete and acceptable.

TASK 1100 – Additional Services

1110 General Task

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

- Additional force main replacement above the 2500 linear feet identified in the project description.
- Additional Surveying outside original scope or for Record Drawings.
- Additional Construction Services beyond the hours and time allotted under Task 850 in this agreement
- Flood Study or Flood Impact Analysis
- Professional engineering services related to additional or extended design, bidding, and construction services. Bidding services are based on a forty-five (45) day advertisement period.
- Additional meetings with homeowners and agencies beyond those scheduled in the agreement

For services rendered under Task 1100 - Additional Services, compensation to the Consultant shall be negotiated with the CITY. No additional services will be performed without written approval from the CITY.

ATTACHMENT A TO EXHIBIT A

RESPONSIBILITIES OF THE OWNER

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

The CITY agrees to perform the following:

- Provide assistance in gaining access to all sewers and sewer easements for which field services will be provided.
- Notify Consultant of property owners who may pose problems with Consultant's ability to safely gain access to manholes and assist the Engineer with gaining safe access.
- For manholes and sewer line that may be surrounded by water of depth over 8" or require access to the right-of-way through water, assist Consultant by providing use of the City's amphibious, all terrain, off-road vehicle (Argo).
- Provide access to locked manholes.
- Respond to requests for information and review deliverables in a timely manner.
- Pay all permitting and other local fees that may arise from the work completed as part of this Agreement.
- Provide independent quality assurance testing required by the specifications or deemed reasonable by Consultant and CITY.
- Provide available data as requested in the agreement.

EXHIBIT B
COMPENSATION

City of Columbia
CIP # SS7468
Three Rivers Pump Station Force Main Replacement

Compensation for services provided under Tasks 100 through 1000 as outlined in Exhibit A, Scope of Services, is estimated to be a total of \$116,625.00.

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

Task	Description	Unit*	Weston & Sampson (Mentor) Amount	Carper Civil Consulting (Protégé) Amount	Construction Support Services (Subconsultant) Amount	Total New Contract Amount
100	Evaluation and Design Phase Administration	LS	\$ 4,640.00	\$ 2,400.00	\$ -	\$ 7,040.00
200	Preliminary Planning, Investigation, Engineering and Feasibility Study	LS	\$ 17,145.00	\$ 12,325.00	\$ -	\$ 29,545.00
300	Survey and Utility Mapping	LS	\$ 1,050.00	\$ -	\$ 10,500.00	\$ 11,550.00
400	Geotechnical Investigation	LS	\$ -	\$ 4,400.00	\$ -	\$ 4,400.00
	Phase I Total		\$ 22,835.00	\$ 19,125.00	\$ 10,500.00	\$ 52,535.00
500	Final Design	LS	\$ 17,245.00	\$ 4,200.00	\$ -	\$ 21,445.00
600	Permits and Property	LS	\$ 7,130.00	\$ -	\$ 4,500.00	\$ 11,630.00
700	Bidding and Award	LS	\$ 4,940.00	\$ -	\$ -	\$ 4,940.00
800	General Administration of Construction Contract	LS	\$ 17,695.00	\$ -	\$ -	\$ 17,695.00
900	Not Included	LS				\$ -
1000	Project Closeout	LS	\$ 8,380.00	\$ -	\$ -	\$ 8,380.00
	Phase II Total		\$ 55,390.00	\$ 4,200.00	\$ 4,500.00	\$ 64,090.00
	Total Contract		\$ 78,225.00	\$ 23,325.00	\$ 15,000.00	\$ 116,625.00
Percentage of Contract			67%	20%	13%	

Note: Task 600 includes Easement Acquisition Services. Ten (10) easement plats are included in this estimate. If Easement Acquisition Services are not needed, the fee for Task 600 can be reduced by \$6,500.00.

*LS = Lump sum

EXHIBIT C

SCHEDULE

**City of Columbia
 CIP # SS7468
 Three Rivers Pump Station Force Main Replacement**

Phase	Task	Description	Duration (Months)	Start	Finish
Phase I: Preliminary Engineering and Feasibility Study	100	Evaluation and Design Phase Administration	15	10/1/18	1/1/20
	200	Preliminary Planning, Investigation, Engineering and Feasibility Study	3	10/1/18	1/1/19
	300	Survey and Utility Mapping	1	10/1/18	11/1/18
	400	Geotechnical Investigation	1	10/1/18	11/1/18
Phase II: Engineering Design, Bidding and Construction	500	Final Design	3	1/1/19	4/1/19
	600	Permit and Property*	2	2/1/19	4/1/19
	700	Bidding and Award	2	4/1/19	6/1/19
	800	General Administration of Construction Contract	7	6/1/19	1/1/20
	900	Not Included	0	-	-
	1000	Project Closeout	1	12/1/19	1/1/20

*Does not include time for easement acquisitions.

Exhibit D

City of Columbia
CIP # SS7468
Three Rivers Pump Station Force Main Replacement

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 #	Group/Classification (MBE, WBE, SBE, Non MBE/WBE/SBE) Select ONE	Services to be Provided	Dollar Value of Services*
Carper Civil Consulting (PROTÉGÉ)	Lauren Carper 843.566.2317	WBE	Engineering Design	\$23,325.00
Construction Support Services	Jay Joshi 803.776.9909	MBE	Survey, Property Easements	\$15,000.00

*Estimated fee; fee may vary based on actual services provided.
 Please clearly note the Protégé Firm in the "Group" Column.
 Add additional rows as needed.



CITY OF COLUMBIA

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

MENTOR PROTÉGÉ PROGRAM Implementation Plan

Date: August 23, 2018 Project Number: SS7468
 Mentor: Weston & Sampson Engineers, Inc. Project Name: Three Rivers Forcemain
 Protégé: Carper Civil Consulting, LLC Duration of the Project: _____
 Project Contract Amount: \$116,625 Protégé Amount: \$23,325

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

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

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

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

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

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

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



CITY OF COLUMBIA

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

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

Mentor:

Bill Davis - Senior Project Manager and other key staff at Weston & Sampson (WSE)

Protégé:

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

Subcontractors:

Construction Support Services

Special Arrangements:

CCC will engage Terracon for geotechnical support under the guidance of WSE

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

a. Description of Mentor's responsibilities:

Project Management, Engineering Design, Permitting Services, Bidding Services, Construction Administration

b. Description of Protégé's responsibilities on project:

Engineering Design and management of Geotechnical Services

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

Project Management, Engineering Design, and Construction Services

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

Evaluation Phase - 3 months; Design Phase - 3 months; Construction Phase - 3 months. CCC will be primarily utilized during the Evaluation Phase and Design Phases of the project.



CITY OF COLUMBIA

Department of Utilities and Engineering
 Compliance Division
 P.O. Box 147 | Columbia, South Carolina 29217
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7. How will the team comply with and maintain the focus on the requirements of the program for the duration of the project?

Weekly project status meetings and monthly progress meetings and reporting

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

To complete project tasks on schedule and within budget

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

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

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

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

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

Subcontractor's Name	Telephone	Address	Who will they report to?	Contract Amount	MPP, MBE, WBE, SBE	Percentage of Contract
Construction Support Services	803-776-9909	PO Box 90408 Columbia, SC 29290	WSE	\$15,000	MBE	13%

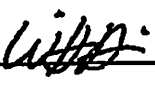
12. What percentage of the project is being implemented by the Protégé? Must equate to a minimum of 20% of total contract amount.

Protégé Contract Value: \$23,325 _____
Percentage of Contract: 20% _____ (Minimum of 20% of total contract amount is required)

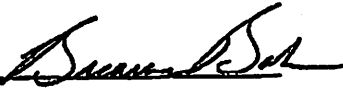
MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

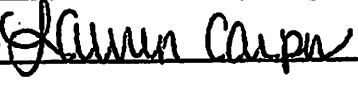
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated:

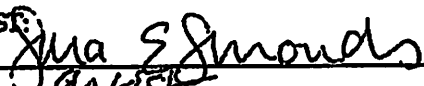
EXECUTED by Weston & Sampson (Mentor Firm) this 23 day of August, 2018.
 Corporate SEAL

By: William H. Davis 
 Title: Sr. Project Manager

ATTEST:

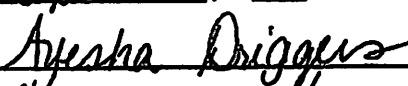
By: Brannon Baker 
 Title: Project Engineer

EXECUTED by Carper Civil Consult. (Protégé Firm) this 23 day of August, 2018.
 Corporate SEAL
 By: Lauren Carper 
 Title: Principal

ATTEST:
 By: Jana S. Smonds 
 Title: Secretary

RECOMMENDED FOR APPROVAL:

EXECUTED by the Department of Utilities & Engineering, Compliance Division on this 5th
 day of September, 2018.

By: Ayesha Diggers 
 Title: Compliance Administrator

Weston & Sampson
Three River's Force Main Replacement – SS7468
Exhibit F
Page 1 of 2

Invoicing Procedure: Exhibit F

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

Weston & Sampson
Three River's Force Main Replacement – SS7468
Exhibit F
Page 2 of 2

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

EXHIBIT G - PROMPT PAYMENT AFFIDAVIT

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

Re: Payment Request No. _____

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

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

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

 Company Name

 Signature

 Print Name

Date: _____

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

 Notary Public





© 2018 City of Columbia
Production Maps\Project\Location Maps\CIP\SS7468

- Sewer Manhole

PS

Pump Station



Three Rivers Force Main



Sewer Force Main



Sewer Gravity Main


1 inch = 200 feet
0 50 100 200 300 Feet

Three Rivers
Force Main Replacement

Prepared For: Cle

Packet Pg. 199



We Are Columbia

MEETING DATE: October 16, 2018

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve a Contract for Project #SS7444-02; Saluda River Pump Station Control Manhole Platform Repair Services, as requested by Columbia Water. Award to Shady Grove Construction, LLC, a Minority Business Enterprise (Woman) in an amount not to exceed \$176,954.00. This firm is located in Irmo, SC.

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

Sanders Welding of Newberry, SC will provide structural steel at 27% (\$40,000) of the contract value.

Capital Concrete of Lexington, SC will provide concrete at 2% (\$3,500) of the contract value.

REQUISITION NO.: R190459

FINANCIAL IMPACT: Funding Source: 2539999-638400 (FEMA Grants Control / 2015 Oct Flood Recovery). The original budgeted amount is \$176,954.00.

ORIGINAL BUDGET: \$176,954.00

CLEAN WATER 2020?: Yes

STRATEGIC GOALS: Provide high quality municipal services

This overall project is consistent with the October 2015 Flood Recovery FEMA Program. The scope of work includes the installation of a platform to access the equipment in the City Manhole, installation of perimeter controls, installation of a construction entrance, erosion and sediment control measures, clearing and grubbing as necessary, excavation for proposed footings & structures, installation of new footings & structures, installation of infrastructure, permanent stabilization, and the complete site work of restoration, grassing, and clean up.

There were 3 responsive and responsible bids received for this project.

The total construction time allocated for this project is 90 consecutive calendar days after the

Notice to Proceed (NTP) is issued.

ATTACHMENTS:

- **#a:** Attachment 4 Bid011 Contract (PDF)
- **#b:** Attachment 1 Bid011 Bid Tabulation and Page 1 of Solicitation (PDF)
- **#c:** Attachment 2 Bid011 PM Letter of Recommendation and Site Map (PDF)
- **#d:** Attachment 3 Bid011 Business Information Record (PDF)

CONTRACT

City of Columbia, South Carolina

CIP #SS7444-02

Saluda River Pump Station Control Manhole Platform Repair

FEMA SC Severe Storms and Flooding 2015 DR 4241 / DR 3373

Bid #011-18-19-DS

This Contract is made by and between City of Columbia, South Carolina, hereinafter called Owner, and Shady Grove Construction, LLC with legal address and principal place of business at 1079 W. Shady Grove Road, Irmo, SC 29063, hereinafter called Contractor. Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

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

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be sixty (60) consecutive calendar days from the said date of commencement as defined in the Notice to Proceed (NTP) to substantial completion and an additional thirty (30) consecutive calendar days to final completion for a total construction time of ninety (90) consecutive calendar days from the commencement date as defined in the Notice to Proceed (NTP).

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

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents in current funds at the contract price agreed upon in the Contractor's Bid Form attached to this Contract which establishes the contract price as One Hundred Forty-Seven Thousand, Four Hundred Sixty-Two Dollars and Zero Cents (\$147,462.00).

ARTICLE 5. APPLICATIONS FOR PAYMENT

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

ARTICLE 6. PROGRESS AND FINAL PAYMENTS

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

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

ARTICLE 7. LIQUIDATED DAMAGES

7.1 Owner and Contractor recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the Contract Time (and specific milestones) specified in Article 3 above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Five Hundred Dollars and Zero Cents (\$500.00) per day for each calendar day of delay until the Work is complete.

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

ARTICLE 8. ASSURANCE

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

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

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

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 Invitation To Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Part 15 "General Specifications", Part 17 "Specifications for Sanitary Sewers", Part 18 "Specification for Roadway Improvements, Materials and Construction", Part 20 "Specifications for Sodding, Fertilizing and Seeding" all of the City of Columbia's Engineering Regulations.

9.2.7 Special Provisions.

9.2.8 Project Manual.

9.2.9 Drawings, numbered S1.0 through S1.2 , inclusive and dated July 13, 2016.

9.2.10 Addenda number 1 , and dated September 4, 2018, inclusive.

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

ARTICLE 10. MISCELLANEOUS

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

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

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

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

This Contract shall become effective on _____, 20_____.

Contractor
Shady Grove Construction, LLC

Owner
City of Columbia, SC

BY

Erica M. Richardson

BY

Teresa Wilson, City Manager

(CORPORATE SEAL)

(CORPORATE SEAL)

Attest

Sandra McCall

Attest

Address for giving notices:

Address for giving notices:

1079 W. Shady Grove Road

Department of Procurement and Contracts

Irmo, SC 29063

1800 Main Street, 2nd Floor

Columbia, SC 29201

Date: _____

Date: _____

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

APPROVED AS TO FORM

[Signature]
Legal Department City of Columbia, SC

Event Number	BID011-18-19-DS Addendum 1
Event Title	Saluda River Pump Station Control Manhole Platform Repair FEMA
Event Description	Pre Bid Conference scheduled for August 29, 2018 at 10:00 A.M.
Event Type	IFBs
Issue Date	8/22/2018 10:01:00 AM (ET)
Close Date	9/12/2018 10:00:00 AM (ET)

Organization	City of Columbia, SC
Workgroup	Purchasing
Event Owner	Debbie Scott
Email	dlscott@columbiasc.net
Phone	
Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Shady Grove Construction, LLC	Irmo	SC	9/11/2018 05:20:16 PM (ET)	1	\$147,462.00
North American Pipeline Manag	Marietta	GA	9/12/2018 09:53:56 AM (ET)	1	\$187,000.00
AAA Utility and Construction LLC	Columbia	SC	9/12/2018 09:24:56 AM (ET)	1	\$189,000.00

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

Submit Responses Online using the City of Columbia's online bidding system, https://columbiasc.ionwave.net Phone Number: (803)545-3470		CITY OF COLUMBIA INVITATION FOR BID BIDDER ACKNOWLEDGEMENT	
Date: August 22, 2018	Bids will be opened at 10:00 A.M. EST on 9/12/18 and may not be withdrawn within 60 days after such date and time.		Bid No: 011-18-19-DS
Bid Title: Saluda River Pump Station Control Manhole Platform Repair(SS7444-02) FEMA SC Severe Storms and Flooding 2015 DR 4241 / DR 3373			Reason For No Bid:
Vendor: Shady Grove Construction, LLC			
Vendor Mailing Address: 1079 W Shady Grove Road			
City-State-Zip: Irmo, SC 29063			
Telephone No: 803-781-2516			
Fax No: 803-781-0392			
General Contractor License Number: G-108686			
General Contractor DUNS Number: 110829475			
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) Erica M. Richardson AUTHORIZED SIGNATURE/TITLE (TYPED) ericasgc2@aol.com E-MAIL ADDRESS			
General Conditions			
Electronic Bids: All bids must be submitted online at https://columbiasc.ionwave.net. Bids not submitted on the https://columbiasc.ionwave.net system may be rejected. All bids are subject to the conditions specified herein. Those bids that do not comply with these conditions may be rejected.			
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 https://columbiasc.ionwave.net 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 its bid is submitted. Bids which for any reason are not submitted timely will 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 https://columbiasc.ionwave.net. 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 error calculating extended price, 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. E. Invoicing & Payment: The successful bidder shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order.			
5. MANUFACTURER'S NAME & APPROVED EQUIVALENTS: Any manufacturer's names, trade names, brand names, information and/or catalogue numbers listed in a specification are for information and are not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit with his bid, cuts, sketches and descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. The City of Columbia reserves the right to determine acceptance of item(s) as an approved equivalent. Bids, which do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to bid an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. The Department of Procurement and Contracts is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the City unless evidenced by a Change Order issued and signed by the City's Purchasing Agent.			



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

September 13, 2018

Ms. Debbie L. Scott
Construction Procurement Specialist
City of Columbia – Department of Procurement and Contracts
1800 Main St.
Columbia, SC 29201

Re: Bid Evaluation and Recommendation of Award
Bid # 011-18-19-DS w/Addendum 1
Saluda River PS Wastewater Flood Repair (SS7444-02) FEMA

Dear Ms. Scott,

Based on our review and evaluation, Shady Grove Construction, LLC appears to be the lowest, responsive and reasonable bidder. Therefore, we recommend that the Procurement and Contracts Department award the contract to Shady Grove Construction, LLC at their bid price of \$147,462.00. A 20% owner's contingency of \$29,492.40 should be included for potential unknown conditions that could be discovered during construction.

Please let me know should you have any questions.

Best Regards,

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

ColumbiaSCWater.Net





Clean Water 2020
Columbia's Clear Vision For Clean Water



DHM: June 15, 2018
Production: Maps\Project\Location Maps\CIP\SS744402

- Sewer Manhole
- PS Pump Station
- Sewer Gravity Main
- Large Diameter Sewer Gravity Main
- Sewer Force Main



1 inch = 400 feet

0 100 200 400 600
Feet

SS744402
Saluda River PS
Control Manhole
Platform

Prepared For: **Packet Pg. 209**

Business Information Record

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

MUST BE TYPED - "NO LINE STRIKE THROUGH"

Business Name & Address	Contact Name & Telephone	Services and / or Materials Provided	Cost of Services and / or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE (indicate all that apply)	Is your Business CDBE Approved? Yes or No
Sanders Welding 165 Odell Road Newberry, SC 29108	Todd Sanders 803-321-0809	Structural Steel	\$40,000.00	27 %	SBE	No
Capital Concrete 1059 Bonhomme Richard Road Lexington, SC 29072	Dave Kelly 808-0825	Concrete	\$3,500.00	2 %		No
				%		
				%		
				%		

TOTAL: \$ \$43,500.00

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

Business Name: Shady Grove Construction, LLC

Representative Name / Title: Erica M. Richardson, Managing Member

Date: September 11, 2018



We Are Columbia

MEETING DATE: October 16, 2018

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to approve a Sole Source for the Water Chemical Blended Phosphate-Corrosion Inhibitor, as requested by Columbia Water. Award to Carus Corporation in an amount not to exceed \$230,000. The firm is located in Belmont, NC.

REQUISITION NO.: R191463 & R191437

FINANCIAL IMPACT: Funding Sources: Utilities Columbia Canal WTP-Chemicals 5516206-624800, Utilities Lake Murray WTP-Chemicals 5516207-624800. The original budgeted amount is \$230,000.00.

ORIGINAL BUDGET: \$230,000.00

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

I respectfully request City Council's approval a Sole Source for the purchase of Blended Phosphate- Corrosion Inhibitor. This chemical is for the Lake Murray and Columbia Canal Water Plants.

ATTACHMENTS:

- **#a:** Carus Corporation Sole Source (PDF)

Requisition # 12191437/121423

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 UTILITY OPERATIONS - COLUMBIA WATER Division,
PHOSPHATE - WATER TREATING CHEMICAL (1)
(2)

as a sole source procurement from CARUS CORPORATION (3)

based upon the following justifications: (4)

CARUS IS THE SOLE VENDOR FOR PHOSPHATE IN OUR AREA

This sole source is valid through June 30, 2019.

Amount \$ 230,000.00 TOTAL

Columbia Water

Department

Signature of Department Head

Date

Signature of Purchasing Agent

Date

Signature of Finance Director

Date

Signature of Asst. City Manager

Date

Signature of City Manager

Date

*Form must be routed in
the order of the signatures*

- 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. 06/2016)

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, and any counterparts exchanged in this manner shall be considered originals.



At Carus Corporation, we manufacture quality products to help our customers address a range of environmental concerns. Our vision reflects a long-term commitment to serve our customers. Carus supports and maintains compliance with the Responsible Care Management System (RCMS[®]), an American Chemistry Council (ACC) initiative that fosters involvement in the community and continuous improvement in environmental, health, security and safety performance. Carus also maintains compliance with ISO 9001 and NSF-ISR registration.

Carus Corporation is the leading US supplier of specialty phosphate based products serving the municipal water treatment market. Carus Corporation has developed over 50 proven product formulations designed to meet challenging water quality needs. We operate two state of the art production facilities in LaSalle, IL and Belmont, NC, both of which are NSF listed and RCMS certified.

Carus Corporation works directly with the three largest phosphate manufacturers in the US/Canada. We have long term supply agreements in place to support our internal production and insure a stable supply of raw materials.

Carus utilizes a dedicated fleet of tankers that are solely used to transport Carus NSF certified products. This dedicated fleet insures that product is not contaminated by other products or compromised while in route to our customers.

Carus Corporation offers full treatment programs which include:

- Site visits and consultation;
- Water quality sample analysis using the latest equipment to assure accurate reporting;
- Ongoing monitoring service by our trained staff of Regional Sales Managers and Technical Service Managers who average over 20 years' experience in treating municipal water systems.

We also offer training courses to understand treatment applications and safe handling of our products.

For more than 102 years, Carus Corporation has been proud to offer the most complete line of quality products and services to the water treatment market.

Barbie Smith/Bid Channel Manager

Carus Corporation
315 Fifth Street
PO. Box 599
Peru, IL 61354-0599
Tel (815) 223 1500
Fax (815) 224 6697





January 26, 2017

To Whom It May Concern:

Please be advised that Carus Corporation is a member in good standing in the American Chemistry Council's Responsible Care® program. As a Responsible Care participant, the company is obligated to implement our Security, Process Safety and Product Safety Codes, report key performance indicators covering environment, health and safety activities on an annual basis and have its Responsible Care Management System® (RCMS®) certified by an independent third-party auditing firm. The company continues to fulfill all of these organization-wide program requirements.

ACC is proud to have Carus Corporation as a member. If there are any questions regarding the company's Responsible Care status such as metrics reporting, code implementation or fulfillment of its third-party certification requirement, please do not hesitate to contact me at dan_roczniak@americanchemistry.com or 202-249-6191.

Regards,

A handwritten signature in black ink that reads "Daniel Roczniak".

Daniel Roczniak
Senior Director, Responsible Care & VCO



Bid Specification recommendations for Phosphates:

- Product must be tested and pre-qualified/approved by the city prior to bidding
- Bidder must own multiple manufacturing sites to ensure no supply interruption to the city in the event of an unforeseen emergency/catastrophe.
- Product bid must be manufactured in a supplier owned facility dedicated to the manufacturing of NSF certified chemicals (multi use toll blending site are not acceptable).
- Bidder must be RCMS certified – Proof of RCMS must be submitted with the bid
- Bidder must have an energy conservation plan in place and must include with their bid a copy of the environmental footprint outlining the program to show how they are actively managing these cost reduction goals.
- Bidder must provide 3 references
- Bidder must provide two chemical handling and safety training classes and must be held within 1 week prior to start of chemical supply
- Bidder shall provide a qualified service representative to visit the plant facility monthly to assure the proper use of the product
- Product must be delivered on supplier owned and maintained tankers with dedicated drivers
- Supplier must provide tanker seal #'s and driver ID information 24 hrs prior to delivery
- The supplier will guarantee that if there ever is a need to increase the treatment rate of phosphate for any reason, except due to a significant change in finished drinking water quality (iron, manganese, and/or hardness); the additional amount will be supplied at no additional cost to the city.

Carus Corporation
 315 Fifth Street
 P.O. Box 599
 Peru, IL 61354-0599
 Tel (815) 223 1500
 Fax (815) 224 6697



SECTION E – SPECIFICATIONS

Bid Title: Corrosion Inhibitor
Bid Number: 167-0239-B(LN)

A. BACKGROUND

Pinellas County Utilities (PCU) has successfully used a blended phosphate corrosion inhibitor in the potable distribution system since 1991. PCU continues to achieve optimized corrosion control under the Lead & Copper Rule (LCR), qualifies for reduced triennial monitoring at LCR sites and continues to lower heavy metals concentrations in wastewater sludge for lead and copper. It is the intent of PCU to purchase only corrosion inhibitors that have demonstrated performance during testing under PCU water quality conditions.

B. SITE LOCATION:

Location	Storage Capacity	Estimated Annual Quantity
S. K. Keller Regional Treatment Facility 3655 Keller Circle Tarpon Springs, FL 34688	5,000 gallons	40,000 gallons

C. REQUIREMENTS:

Corrosion Inhibitor testing was conducted by Architectural, Engineering, Construction Management, Operation and Maintenance (AECOM) on six (6) inhibitor products from October, 2013 through April, 2014. Products which performed satisfactorily in all phases of the study as determined by AECOM are appropriate for use in the PCU distribution system.

The manufacturer shall furnish an affidavit attesting that the supplied corrosion inhibitor complies with all applicable specifications referenced herein.

A SIGNATURE OF AFFIDAVIT OF COMPLIANCE IS REQUIRED WITH BID SUBMITTAL (BID SUMMARY PAGE)

1. Product Requirements: Product should be dosed at 1 mg/L (one milligram per liter) total phosphate as PO₄. Bids will be accepted on these three (3) products only:

- Carus Corporation Aqua Mag (AM) 9500
- Carus Corporation AM 9400
- Pristine Water StilesKem (SK) 7641

Product formulation must be the same as tested by AECOM during the three phases of the 2014 Corrosion Inhibitor Pre-Qualification Study (see Attachment A). Product formulation may not be changed during the entire contract period.

a) Corrosion Inhibitor– Physical and Chemical Properties - The Corrosion Inhibitor supplied shall be food grade and shall not contain any soluble mineral or organic substance in quantities capable of producing deleterious or injurious effects to the health of persons consuming water that has been properly treated with these products.

b) Liquid Corrosion Inhibitor supplied under this specification shall contain, the ratio of orthophosphate to total phosphate as specified by the manufacturer in Table 5 of the AECOM final report (September 5, 2014 – Attachment A). The ratio of orthophosphate to total phosphate in the product must not vary more than +/- two percent. The determination of the percentage of orthophosphate to total phosphate measured as orthophosphate will be by a colorimetric method that is approved by EPA 40 CFR Part 136. Any product delivered that does not test within the required range may be rejected.

SECTION E – SPECIFICATIONS

- c) Bidders shall provide with bid submittal the percentage of the most active ingredients for corrosion inhibition in the product ratio of orthophosphate to total phosphate, specific gravity, pH and weight per gallon. Product formula formulation must remain constant throughout the contract period.
- d) Corrosion Inhibitor containing significant amounts of zinc or sulfur is not acceptable.
- e) Liquid Corrosion Inhibitor stability shall be such that storage in polyethylene tanks for 4 months will not affect compliance with product specifications.
- f) Liquid Corrosion Inhibitor formulation must remain constant throughout the contract period.
- g) The liquid Corrosion Inhibitors bid in this contract shall at a minimum have the following properties:

Typical Properties	Carus Corporation AM 9400	Pristine Water Solutions SK-7641	Carus Aqua Mag 9500
Specific Gravity @ 72° F	1.38 plus or minus .03	1.38 plus or minus 0.02	1.35-1.41
Weight	11.5 lbs./gal	11.5 lbs./gal	11.2-11.8 lbs./gal
pH	4.9 plus or minus 0.5	6.3-6.6	4.9 plus or minus 0.5
Color	Clear	Clear	Clear
Phosphate Ratio Poly:orthophosphate ratio	60:40	60:40	50:50

2. **Bidder Qualifications:** Corrosion Inhibitor is a direct additive used in the treatment of potable water. This material must be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with ANSI/NSF Standard 61 Drinking Water Treatment Chemicals-Health Effects. The accredited certification organization shall ascertain whether the Bidder's product is in compliance with this specification for available Corrosion Inhibitor. **The results of this analysis must be included in the Bid Package for bid to be considered complete. The cost of the analysis shall be borne by Bidder. Failure to submit a sample or meet the requirements of the Specification shall result in Bidder being non-responsive to the bid.**
3. **Carrier Tanker Requirements:**
 - a) The successful bidder will be required to supply a list of all drivers that will be making chemical deliveries to the Keller facility at the pre-commencement meeting.
 - b) All delivery truck tankers will be sealed (hatch covers, valves, etc.) with a security tag and serial number after the truck has been loaded and ready to leave chemical supplier's terminal.
 - c) Prior to shipping chemical for delivery, the successful bidder will be required to fax/email to the Keller facility a photo ID with the name of the delivery driver, the tanker license number, the security tag and serial number information and the Certificate of Analysis for each Corrosion Inhibitor delivery made to the facility.
 - d) Liquid Corrosion Inhibitor solution shall be shipped in properly cleaned chemical tank trucks in lots of approximately 4000 gallons each, as required. Carrier will be able to transfer contents using the self-contained compressor system on tanker truck. Truck shall also carry a minimum of two (2) sections of 2" transfer hose for hook-up to 2" fill line with male cam-lock fittings. Tank trucks shall comply with applicable U.S. Department of Transportation (DOT) specifications.
 - e) Driver must have personal protective equipment to include chemical goggles, transparent face shield and hardhat, rubber gloves, rubber boots, and rubber or plastic-coated fabric apron or slicker suit. Driver must wear minimum, chemical goggles and rubber gloves when handling hose and valves.

SECTION E – SPECIFICATIONS

f) Product must be delivered on supplier owned and maintained tankers dedicated to the transportation of NSF certified material (no common carriers will be accepted).

g) Driver must remain within a safe proximity while the transfer is in progress and continuously monitor for leaking hoses, connections, or other problems. Driver shall ensure a PCU operator is present prior to unloading product. It is the responsibility of the driver to contain leaks and to report any and all spills.

4. Quality Assurance, Safety, Training, and Certification:

a) **Certified Analysis** - Prior to shipping the contractor shall be required to fax an affidavit (Certificate of Analysis), signed by a corporate designated official, certifying that the liquid Corrosion Inhibitor furnished by the Contractor complies with all applicable requirements of this specification, and the ANSI/NSF-60 Standard, latest edition. Affidavit shall also indicate compliance with Water Chemicals Codex directives, latest revision, for impurity limits. At the sole discretion of PCU, the contractor's delivery personnel (driver) may be asked to collect a sample of corrosion inhibitor before the shipment is unloaded. In this case, PCU will supply the sample container and the driver shall collect the sample from the tank truck, provide a chain of custody and turn it over to PCU for analysis. The sample shall be considered representative of the lot.

b) **Sampling and Testing of Shipment after Unloading** - PCU reserves the right to subject samples of the Corrosion Inhibitor to complete analyses to ensure that it meets ANSI/NSF specifications, any applicable AWWA specifications, and the supplemental specifications included in this document.

c) **ANSI/NSF Certification Requirement** - The Contractor shall provide ANSI/NSF certification that the Liquid Corrosion Inhibitor to be provided is approved for potable water treatment and meets the NSF International Standard 61. It is the responsibility of the supplier to inform PCU that NSF certification has been revoked or lapsed within 24 hours of the time the supplier receives verbal or written notification. Loss of certification shall constitute sufficient grounds for immediate termination of the contract between PCU and Contractor.

d) **Manufacturer's Laboratory Reports/Delivery Reports & Certificate of Analysis** - A certified report from the manufacturer shall be submitted for each Corrosion Inhibitor delivery to PCU. The delivery report and certificate of analysis shall contain the following data:

- a. Product ID
- b. Batch#
- c. Date and Time of Manufacture
- d. Shipment Date
- e. Quantity Shipped
- f. Specific Gravity
- g. Color
- h. Phosphate Ratio (Polyphosphate: orthophosphate ratio)

No deliveries will be accepted by PCU unless accompanied by said certified laboratory report for the specific batch of Corrosion Inhibitor delivered showing the above data that it conforms to the required specifications.

e) **Sample Analysis** - PCU will analyze random samples from the top and bottom of each load for ortho-to-polyphosphate ratio and specific gravity to determine product uniformity and compliance with specifications PCU will supply the sample container and the driver shall collect the sample from the tank truck. Any failure to comply with the specifications shall constitute grounds for cancellation of the contract between PCU and the Contractor.

f) **Safe Handling Training** - The Contractor shall provide a safe handling training course for liquid corrosion inhibitor within the first month of the contract to PCU operations personnel and shall be available to conduct "refresher" courses to new employees who have not received training, at six (6) month intervals during the contract period at no additional cost.

SECTION E – SPECIFICATIONS

- g) Technical Assistance – Contractor shall provide up to twelve (12) days per year of onsite technical assistance, regarding the application of this product. This onsite technical assistance will be provided each year of the contract period at no additional cost to PCU.

D. DELIVERY, STORAGE AND HANDLING:

- a) Delivery of liquid Corrosion Inhibitor shall be made F.O.B. destination by carrier tank truck to the location identified in item C. Delivery sites and quantities are subject to deletions or additions as necessary to meet the water production demands of PCU.
- b) The shipment of the corrosion inhibitor shall not exceed 72 hours from the time of manufacture of the product.
- c) All deliveries of liquid Corrosion Inhibitor shall be made within five (5) days after receipt of order
- d) Contractor shall be responsible for pumping liquid Corrosion Inhibitor into PCU storage tanks and shall provide all necessary hoses, fittings, pumps, etc., required to efficiently "off-load" the liquid Corrosion Inhibitor into designated storage tanks. Contractor shall be responsible for ascertaining the correct storage tanks and fill point locations to prevent accidental discharge of product into wrong storage tank(s). Contractor shall be responsible for injuries, cost of cleanup, repair of facilities, and replacement of chemical product(s) in the event of accidental discharge of product into wrong storage tanks.
- e) Packaging and shipment of liquid Corrosion Inhibitor shall conform to all current regulations of the State of Florida, the United States Department of Transportation or other applicable regulatory agencies.
- f) Delivery time of day shall be as arranged upon placement of order and shall be between the hours of 7:00 AM and 3:30 PM EST. Request to deviate from schedule must be confirmed with PCU 24 hours prior to scheduled delivery and must conform to delivery conditions set forth in this specification. Deliveries made to unmanned facilities must be coordinated with PCU so driver can gain access to the facility.
- g) PCU reserves the right to change quantities and delivery dates at their discretion within a 24-hour notice.
- h) Delivery shipments may be rejected which fail to meet any contract specifications stated in this document. In the event a delivery shipment is rejected by PCU, upon notification of Contractor that the shipment is rejected, Contractor shall be required to ship a replacement delivery to the affected location within forty-eight (48) hours from the time of notification. Failure to provide replacement product that meets the Specifications of this agreement in the manner above will constitute failure to comply with the delivery requirements set forth in this document.
- i) Product must be manufactured in a supplier owned facility dedicated to the manufacturing of NSF certified chemicals (multi use Toll blending site are not acceptable).
- j) Bidder must have multiple manufacturing sites to ensure no supply interruption to PCU in the event of an unforeseen emergency/catastrophe.

E. EMERGENCY PLAN OF ACTION AND SAFETY TRAINING:

- a) Within 30 days of award and acceptance of the contract, the Contractor shall provide in writing to facility manager, an emergency contingency plan, with appropriate telephone contacts, for PCU to follow in case of an emergency supply of liquid Corrosion Inhibitor is needed.
- b) The Contractor shall supply, in writing to facility manager, an emergency spill response plan with the appropriate emergency response personnel names and telephone contact numbers (24 hour contact numbers) within 30 days of award and acceptance of contract. In addition, the proper spill response notification procedure, along with any forms required by all local, state, or federal regulatory agencies, shall be supplied by the Contractor. This section in no way relieves the Contractor of his responsibility to notify the proper regulatory agencies of a spill incident. In the event of a spill or leak, the Contractor shall supply the necessary personnel to respond to such an event, to work with the local Hazardous Materials Response Team and to manage and oversee "after event" cleanup efforts. Should a spill or leak occur, caused by Contractor's personnel, equipment or method of delivery, Contractor shall immediately comply with all applicable terms and conditions of the current version of Title III, Superfund Amendments and Reauthorization Act

SECTION E – SPECIFICATIONS

of 1986, 42 U.S.C.S. 11001, et seq. (SARA) and the Florida Hazardous Materials Emergency Response and Community Right-to-Know Act of 1988, Ch 252, Part II, Florida Statutes. The responsibility for compliance with federal and state rules and regulations regarding the Contractor caused spills or releases shall be the sole responsibility of the Contractor. The Contractor shall hold PCU harmless for any failure to properly report and/ or comply with this provision.

CARUS WATER

Municipal Drinking Water

CARUS™ 8500 WATER TREATMENT CHEMICAL DATA SHEET



CARUS™ 8500 water treatment chemical is an effective corrosion inhibitor and sequesterant for use in potable and industrial water systems. The product is a liquid concentrate of exceptional purity, clarity, and stability utilizing a broad spectrum of phosphates for better sequestering and corrosion control.

BENEFITS OF CARUS 8500

- Inhibits corrosion of steel distribution system water lines, iron and galvanized piping, and lead and copper plumbing
- Decreases iron tuberculation to extend the life of the distribution system
- Inhibits lead and copper leaching resulting in lower lead and copper levels in the delivered potable water
- Minimizes the occurrence of microbial-influenced corrosion providing longer life system
- Controls iron and manganese minimizing rusty and dirty water in the system
- Reduces discoloration, staining, and mineral build-up resulting in fewer customer complaints
- Diminishes calcium scale deposits typically seen in hot water lines and heaters
- Saves money by reducing corrosion and scale; lowering chlorine demand and decreasing hydrant flushing, leaks and failures

PROPERTIES AND CERTIFICATIONS

Description: Clear homogenous liquid
Freezing Point: Do not Freeze
Specific Gravity: 1.35-1.41
pH (1% w:w): 5.7± 0.5
NSF Maximum Feed Rate: 18 mg/L
NSF/ANSI Standard 60, Kosher Approved



HANDLING AND STORAGE

CARUS 8500 water treatment chemical should be handled with care. Wear proper protective equipment including goggles, face shield, apron, respirator and proper gloves when handling this product.

Protect containers from physical damage. Store in a cool, dry area in closed containers. In case of accidental release: contain spill by collecting the liquid in a pit or holding behind a dam (sand or soil). Absorb with inert media and dispose of properly. Disposal of all materials shall be in full and strict compliance with federal, state, and local regulations. Consult the SDS for additional safety and handling information.

SHIPPING

CARUS 8500 water treatment chemical is generally considered to be safe and is not classified as hazardous according the US Department of Transportation, Canada TDG, UN, IMDG, or IATA regulations.

COMPATIBILITY INFORMATION

CARUS 8500 water treatment chemical can be stored in high-medium density polyethylene, cross-linked polyethylene, fiberglass reinforced plastic, 316 stainless steel, and glass/epoxy lined steel tanks. Piping materials may include schedule 80 PVC/CPVC piping, clear PVC, and white polyethylene tubing. Pump materials may include ceramic, Teflon, viton, hypalon and PVC liquid end pump materials.

Metering equipment can include diaphragm and peristaltic type metering pumps and other pumps meeting compatibility requirements.

It is not compatible with black iron, mild steel, galvanized metals, aluminum, zinc, copper, lead, brass, bronze, tin, and other base metals.

CARUS CORPORATION

ONE COMPANY. ENDLESS SOLUTIONS

CORPORATE HEADQUARTERS | 315 Fifth Street, Peru IL 61354 | Tel + 1.815.223.1500 / 1-800-435-6856 | Fax + 1.815.224.6697 | Web: www.caruscorporation.com | E-Mail: salesmkt@caruscorporation.com

CARUS EUROPE | Parque Empresarial de ASIPO | C/Secundino Rocas 3, Planta 1, Oficina 13-14 | 33428 Cayes, Llanera Spain | Tel +34.985.78.55.13 / Fax +34.985.78.55.10

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Form PH 15203

The information contained herein is accurate to the best of our knowledge. However, data, safety standards and government regulations are subject to change; and the conditions of handling, use or misuse of the product are beyond our control. Carus Corporation makes no warranty, either expressed or implied, including any warranties of merchantability and fitness for a particular purpose. Carus also disclaims all liability for reliance on the completeness or confirming accuracy of any information included herein. Users should satisfy themselves that they are aware of all current data relevant to their particular use(s).

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CARUS WATER

Municipal Drinking Water

CARUS™ 8500 WATER TREATMENT CHEMICAL

DATA SHEET



SHIPPING CONTAINERS

5-gallon (58-lb) Jerrican

Made of high density polyethylene (HDPE). Weighs 3.0 lb (1.36 kg).

The net weight is 58 lb (26.3 kg).

15-gallon (173-lb) Drum

Made of high density polyethylene (HDPE). Weighs 6.5 lb (3.0 kg).

The net weight is 173 lb (78.5 kg).

30-gallon (345-lb) Drum

Made of high density polyethylene (HDPE). Weighs 14 lb (6.35 kg).

The net weight is 345 lb (156.4 kg).

55-gallon (633-lb) Drum

Made of high density polyethylene (HDPE). Weighs 21 lb (9.5 kg).

The net weight is 633 lb (287.1 kg).

CARUS VALUE ADDED

LABORATORY SUPPORT

Carus Corporation has technical assistance available to answer questions, evaluate treatment alternatives, and perform laboratory testing. Our laboratory capabilities include: consulting, treatability studies, feasibility studies, and analytical services.

FIELD SERVICES

As an integral part of our technical support, Carus provides extensive on-site treatment assistance. We offer full application services, including technical expertise, supervision, testing, and feed equipment design and installation in order to accomplish a successful evaluation and/or application.

CARUS CORPORATION

During its more than 100-year history, Carus' ongoing emphasis on research and development, technical support, and customer service has enabled the company to become the world leader in permanganate, manganese, oxidation, and base-metal catalyst technologies.

CARUS CORPORATION

ONE COMPANY. ENDLESS SOLUTIONS

CORPORATE HEADQUARTERS | 315 Fifth Street, Peru IL 61354 | Tel + 1.815.223.1500 / 1-800-435-6856 | Fax + 1.815.224.6697 | Web: www.caruscorporation.com | E-Mail: salesmkt@caruscorporation.com

CARUS EUROPE | Parque Empresarial de ASIPO | C/Secundino Rocas 3, Planta 1, Oficina 13-14 | 33428 Cayes, Llanera Spain | Tel +34.985.78.55.13 / Fax +34.985.78.55.10

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rev. 04/16
Form PH 15203



RESPONSIBLE CARE®
OUR COMMITMENT TO SUSTAINABILITY

CARUS®





CARUS CORPORATION REFERENCES

- 1) Gwinnett County, GA
Shelley McWhorter
(770) 882-8720+
- 2) City of Wichita, KS
Jason Brogden
(316) 268-4429
- 3) City of Battle Creek, MI
Jackie Katz
(269) 966-3381
- 4) City of Mobile, AL
Lisa Russell
(251)479-0808
- 5) City of Greensboro, NC
Amy Adrian-Mundro
(336) 373-7909



We Are Columbia

MEETING DATE: October 16, 2018

DEPARTMENT: Engineering Department

FROM: *Dana Higgins, Director of Engineering*

SUBJECT: Council is asked to approve Agreements for Project SS733702; Utility Relocations for Rocky Branch Phase 2, as requested by Columbia Water. Award to South Carolina Electric & Gas for a total amount of \$406,400.00. This firm is located in Columbia, SC.

PURPOSE: This is a Clean Water 2020 Program Project.

REQUISITION NO.: R192702

FINANCIAL IMPACT: Funding Source: 5529999-658650. The original budgeted amount is \$406,400.00.

ORIGINAL BUDGET: \$406,400.00

BUSINESS PROGRAM: Subcontracting Outreach Program

CLEAN WATER 2020?: Yes

South Carolina Electric & Gas to perform service work for Rocky Branch Phase 2 project. SCE&G will service station fence and grounding modifications for the new sewer line installation (\$371,400.00). In addition to a service contract, SCE&G to service substation maintenance at the City's request (\$35,000.00).

ATTACHMENTS:

- **#a:** 2018 - SCEG (SCANA) - Estimate Authorization \$371400 - SS733702 - Rocky Branch Phase 2 SCDG Transmission 18002263 (PDF)
- **#b:** 2018 - SCEG (SCANA) Estimate Authorization \$35000 - SS733702 - Rocky Branch Phase 2 - Substation 18002262 (2) (PDF)

Sutton, Cheri M

Matter No.: 1800226
Attorney: DMT
Date In: 9-26-18
File No.:
Date Out: 9-28-18

21.a

From: Higgins, Dana R
Sent: Wednesday, September 26, 2018 3:57 PM
To: Legal Review
Cc: Riggs, John T
Subject: SS733702 East Rocky Branch PH2 SCANA OWIP (Help Requested)
Attachments: SS733702_East Rocky Branch Ph 2_SCANA OWIP_Coit Substation.pdf; SS733702_East Rocky Branch Ph 2_SCANA OWIP_SCEG Transmission.pdf
Importance: High

Hi! Please review our agreement with SCE&G to perform work related to our sewer project. This is not a non standard service agreement project. Funding has been established in R192702. Please let us know if legal will put on council agenda after review or us. Thanks!



Dana R. Higgins, PE, LEED AP
Director of Engineering

Columbia Water
Department of Engineering

PO Box 147 | Columbia, SC 29217
Dana.Higgins@ColumbiaSC.Gov
Phone: (803) 545-3285
Cell: (803) 351-2386

ColumbiaSCWater.Net
ColumbiaSC.Net

APPROVED AS TO FORM
[Signature]
Legal Department City of Columbia, SC

From: Riggs, John T
Sent: Wednesday, September 26, 2018 2:05 PM
To: Higgins, Dana R; Carter, Robin E
Cc: 'kelsoj@cdmsmith.com'; Jaco, Joey D
Subject: SS733702 East Rocky Branch PH2 SCANA OWIP (Help Requested)
Importance: High

Dana,

Good afternoon.

You might not remember, but I meet with you about a month ago regarding direction on processing two OWIPs with SCANA on sewer project SS733702. Since then, we have received the two documents from SCANA and have obtained a requisition for both (R192702). I need to move these forward, have them reviewed by legal, and put on Council's agenda. Who can I work with to help me do this? I can send this to legal review, but I don't know who the best person would be to submit these items for council agenda.

Please let me know.

SCANA CORPORATION
And Companies
OTHER WORK IN PROGRESS (OWIP) SIDE A
Estimate Authorization

Entity: IN

OWIP No.:

Project Coordinator: Matt Talley

Description: East Rocky Branch Sewer Project:

Modify the Coit – Rosewood 33 kV Line for the East Rocky Branch Sewer Project.

See Details on following page for further explanation.

Location of

Project: County: Richland Tax Dist.: City: Columbia Not Inc. _____

Ownership of Completed Facilities: Company Owned ☒ Customer Owned _____

Estimated Cost: Preliminary _____ Detailed ☒

Labor	\$ 80,000
Payroll Expense	\$ 27,000
Material (Net of Salvage)	\$ 155,000
Transportation & P.O.E.	\$ 35,000
Outside Services	\$ 15,000
E & A Overheads	\$ 59,400
 Total	 \$ 371,400

Estimate Prepared By: Matt Talley

I _____ hereby agree to pay all costs for preparing this Detailed Estimate.

Customer's Signature

Date

APPROVALS:

APPROVED AS TO FORM

Legal Department City of Columbia, SC

To be completed by Project Coordinator:

_____ Customer to be billed for Detailed Estimate only.

☒ Customer wishes to have Company perform requested work. (NOTE: See reverse side of this form for OWIP Agreement which must be signed by the customer before the Company begins work on the project.)

Project Coordinator

Date

If the customer decides not to have the work performed, route this form to the appropriate entity accounting department.

Form OP101 (9/97)

SCANA CORPORATION
And Companies
OTHER WORK IN PROGRESS (OWIP) SIDE B
OWIP Agreement

South Carolina Electric & Gas Company agrees to perform the work described on the reverse side of this form for City of Columbia (Customer's Name). Where this agreement covers work by the Company at the customer's request on the customer's premises or equipment, the customer agrees to hold the Company harmless from any damage resulting from such work unless the customer notifies the Company immediately upon completion of the job of such alleged faulty work.

_____ (Signature of Customer) hereby agrees to the terms of this agreement and agrees to pay the cost for facilities described herein in accordance with one of the following methods:

ADVANCE PAYMENT

☒ Estimated Cost (Customer will be either credited or billed if costs are lower or higher than estimated)

_____ Actual Cost

_____ Actual Cost (Cable TV)

MONTHLY BILLING

_____ Estimated Cost

_____ Actual Cost

ESTIMATE

_____ Customer to be billed for Detailed Estimate

OTHER (Written approval from the treasurer for credit approval and the Vice President & Controller must be obtained in advance and attached to this form.)

Describe in Detail: SCE&G will make modifications to and/or provide the labor necessary to accommodate the East Rocky Branch Sewer project for the City of Columbia. Estimate and planned work activities are based on the current plans and will be finalized once the contract is awarded and final details are determined.

Entered Into This _____ Day of _____, 2018

Company: South Carolina Electric & Gas Co.

Customer: City of Columbia

By:

Name:

Title:

By:

Witness:

Witness:

Estimate Prepared By: Matt Talley

Bill To:

Project Coordinator: Matt Talley

Address:

ROUTE TO APPROPRIATE ENTITY ACCOUNTING DEPARTMENT**DISTRIBUTION:**

Customer

Secretarial Dept.

Estimator

Appropriate Entity Accounting Dept.

Project Coordinator

Construction

ADDITIONAL COPIES TO:

APPROVED AS TO FORM

[Signature]
 Legal Department City of Columbia, SC

Form OP101 (9/97)

East Rocky Branch Sanitary Sewer - SCE&G Transmission Conflicts and Estimates

Conflict	Page Number	Conflict
1	C-003, C-006	Deep trench with fairly low transmission lines in the area. Assumed would need to de-energize and ground the lines for ~3 days
2	C-004	Structure in direct conflict, will need to be moved. Will require replacing (2) structures to meet all appropriate clearances
3	C-008	Structure likely to be in conflict during construction. Will need to be relocated to the North but will require coordination with contractor
4	C-013	Structures likely to need support. Assume would need to de-energize and ground the lines and hold the structures for ~ 1 week

Conflict 1	C-003, C-006
Labor	\$16,000
Material	\$0
Transportation	\$8,000
Outside Services	\$0

Conflict 2	C-004
Labor	\$30,000
Material	\$90,000
Transportation	\$10,500
Outside Services	\$15,000

Conflict 3	C-008
Labor	\$18,000
Material	\$65,000
Transportation	\$7,500
Outside Services	\$0

Conflict 4	C-013
Labor	\$16,000
Material	\$0
Transportation	\$9,000
Outside Services	\$0

Total OWIP Estimate	
Company Labor	\$80,000
Material	\$155,000
Transportation	\$35,000
Outside Services	\$15,000
Payroll Expense	\$27,000
E&A Overheads	\$59,400

Prepared by: Matt Talley
8/27/2018

Sutton, Cheri M

Matter No.: 18002262
 Attorney: DMT
 Date In: 9-26-18
 File No.:
 Date Out: 9-28-18

From: Higgins, Dana R
Sent: Wednesday, September 26, 2018 3:57 PM
To: Legal Review
Cc: Riggs, John T
Subject: SS733702 East Rocky Branch PH2 SCANA OWIP (Help Requested)
Attachments: SS733702_East Rocky Branch Ph 2_SCANA OWIP_Coit Substation.pdf; SS733702_East Rocky Branch Ph 2_SCANA OWIP_SCEG Transmission.pdf

Importance: High

Hi! Please review our agreement with SCE&G to perform work related to our sewer project. This is not a non standard service agreement project. Funding has been established in R192702. Please let us know if legal will put on council agenda after review or us. Thanks!



Dana R. Higgins, PE, LEED AP
Director of Engineering

Columbia Water
 Department of Engineering

PO Box 147 | Columbia, SC 29217
Dana.Higgins@ColumbiaSC.Gov
 Phone: (803) 545-3285
 Cell: (803) 351-2386

ColumbiaSCWater.Net
ColumbiaSC.Net

APPROVED AS TO FORM
[Signature]
 Legal Department City of Columbia, SC

9-27-18: back to Dana H. and they can get this on Council Agenda. - Jt

From: Riggs, John T
Sent: Wednesday, September 26, 2018 2:05 PM
To: Higgins, Dana R; Carter, Robin E
Cc: 'kelsoj@cdmsmith.com'; Jaco, Joey D
Subject: SS733702 East Rocky Branch PH2 SCANA OWIP (Help Requested)
Importance: High

Dana,

Good afternoon.

You might not remember, but I meet with you about a month ago regarding direction on processing two OWIPs with SCANA on sewer project SS733702. Since then, we have received the two documents from SCANA and have obtained a requisition for both (R192702). I need to move these forward, have them reviewed by legal, and put on Council's agenda. Who can I work with to help me do this? I can send this to legal review, but I don't know who the best person would be to submit these items for council agenda.

Please let me know.

SCANA CORPORATION
And Companies
OTHER WORK IN PROGRESS (OWIP) SIDE A
Estimate Authorization

Entity: IN

OWIP No.:

Project Coordinator: Randy Duvall

Description: Coit Station Sewer Installation Modifications

Station fence and grounding modifications for new sewer line installation.

See Details on following page for further explanation.

Location of**Project:** County: Richland Tax Dist.: City: Columbia Not Inc. _____**Ownership of Completed Facilities:** Company Owned ☒ Customer Owned _____**Estimated Cost:** Preliminary _____ Detailed ☒

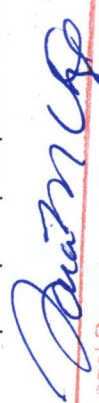
Labor	\$ 12,000
Payroll Expense	\$ 5,200
Material (Net of Salvage)	\$ 5,500
Transportation & P.O.E.	\$ 2,500
Outside Services	\$ 5,000
E & A Overheads	\$ 4,800
Total	\$ 35,000

Estimate Prepared By: Randy Duvall

I _____ hereby agree to pay all costs for preparing this Detailed Estimate.

Customer's Signature_____
Date**APPROVALS:**

APPROVED AS TO FORM


 Legal Department City of Columbia, SC
To be completed by Project Coordinator:_____
Customer to be billed for Detailed Estimate only.
☒ Customer wishes to have Company perform requested work. (NOTE: See reverse side of this form for OWIP Agreement which must be signed by the customer before the Company begins work on the project.)

Project Coordinator_____
Date

If the customer decides not to have the work performed, route this form to the appropriate entity accounting department.

Form OP101 (9/97)

SCANA CORPORATION
And Companies
OTHER WORK IN PROGRESS (OWIP) SIDE B
OWIP Agreement

South Carolina Electric & Gas Company agrees to perform the work described on the reverse side of this form for City of Columbia (Customer's Name). Where this agreement covers work by the Company at the customer's request on the customer's premises or equipment, the customer agrees to hold the Company harmless from any damage resulting from such work unless the customer notifies the Company immediately upon completion of the job of such alleged faulty work.

_____ (Signature of Customer) hereby agrees to the terms of this agreement and agrees to pay the cost for facilities described herein in accordance with one of the following methods:

ADVANCE PAYMENT

 X Estimated Cost (Customer will be either credited or billed if costs are lower or higher than estimated)
 _____ Actual Cost
 _____ Actual Cost (Cable TV)

MONTHLY BILLING

_____ Estimated Cost
 _____ Actual Cost

ESTIMATE

_____ Customer to be billed for Detailed Estimate

OTHER (Written approval from the treasurer for credit approval and the Vice President & Controller must be obtained in advance and attached to this form.)

Describe in Detail: SCE&G will modify the substation fence and grounding devices in order to accommodate the East Rocky Branch Sewer Project.

Entered Into This _____ Day of _____, 2018

Company: South Carolina Electric & Gas Co.

Customer: City of Columbia

By:

Name:

Title:

By:

Witness:

Witness:

Estimate Prepared By: Randy Duvall

Bill To:

Project Coordinator: Randy Duvall

Address: XX

ROUTE TO APPROPRIATE ENTITY ACCOUNTING DEPARTMENT**DISTRIBUTION:****ADDITIONAL COPIES TO:**

Customer

Secretarial Dept.

Estimator

Appropriate Entity Accounting Dept.

Project Coordinator

Construction

APPROVED AS TO FORM

Legal Department City of Columbia, SC

Form OP101 (9/97)



We Are Columbia

MEETING DATE: October 16, 2018

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve a Contract for Project #SD8389; Devils Ditch Joint Maintenance Services, as requested by Columbia Water. Award to L-J, Inc., in an amount not to exceed \$567,889.85. This firm is located in Cayce, SC.

PURPOSE: Sub-consultant L.A. Barrier & Son, Inc., a Minority Business Enterprise (Woman) of Lexington, SC will provide paving and hauling services at 19% (\$101,747.09) of the contract value.

REQUISITION NO.: R190446

FINANCIAL IMPACT: Funding Source: Fiscal 2018/2019; 5549999-658650. The original budgeted amount is \$567,889.85.

ORIGINAL BUDGET: \$567,889.85

BUSINESS PROGRAM: Local Business Enterprise Program

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

This is a Columbia Disadvantaged Business Enterprise (CDBE) project with a CDBE requirement of 15%.

There were four (4) responsive and responsible bids received for this project.

The total construction time allocated for this project is one hundred eighty (180) consecutive calendar days after the Notice to Proceed is issued.

Base Bid	\$ 516,263.50
Contingency 10%	\$ 51,626.35
Total (Not to Exceed)	\$ 567,889.85

ATTACHMENTS:

- **#a:** Compliance Memo (PDF)
- **#b:** Engineer Recommendation (MSG)
- **#c:** Business Information Record (PDF)
- **#d:** OBO-S8390 - CDBE Project Form (PDF)
- **#e:** Bid Tabulation for Bid 004-18-19-LAG (PDF)
- **#f:** Contract (PDF)



CITY OF COLUMBIA
INTER-OFFICE MEMORANDUM

TO: Ayesha Driggers, Compliance Administrator

FROM: Latisha A. Grice, Bid Coordinator
Department of Procurement and Contracts

DATE: August 21, 2018

SUBJECT: PROJECT: BID#004-18-19-LAG Devils Ditch Joint Maintenance

Bids for this project were opened publicly at 3:00 p.m., August 15, 2018 in the second floor Conference Room, 1800 Main Street.

Bids submitted for the referenced project were in participation with the Columbia Disadvantaged Business Enterprise (CDBE) Program. The apparent *responsive* low bidder is L-J, Inc. of Cayce, SC at \$516,222.27.

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

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

Thank You.

Review Approved: 
Ayesha Driggers Compliance Administrator

DATE: 08/21/18

Moore, Erika

From: Jaspers, Michael J
Sent: Tuesday, September 18, 2018 3:53 PM
To: Grice, Latisha A
Cc: Porth, Gary B; Higgins, Dana R; Bolling, Andrea R
Subject: RE: Bid Analysis *UPDATED* BID #004-18-19-LAG Devils Ditch Joint Maintenance

Hi Latisha,

I think we have enough in our budget to cover this. Can we go ahead and move forward with a contract with L-J, Inc.?

Thank you,



Mike Jaspers, PG, CFM
Stormwater Manager

Columbia Water
 Department of Engineering

PO Box 147 | Columbia, SC 29217
michael.jaspers@columbiasc.gov
 Phone: (803) 545-0076
 Cell: (803) 730-4021

ColumbiaSCWater.Net
ColumbiaSC.Net

From: Grice, Latisha A
Sent: Monday, August 27, 2018 4:46 PM
To: Jaspers, Michael J
Subject: Bid Analysis *UPDATED* BID #004-18-19-LAG Devils Ditch Joint Maintenance
Importance: High

Good Afternoon,

Please see the updated Bid Analysis for Devils Ditch Joint Maintenance.

--Latisha



Latisha A. Grice, MPA

Bid Coordinator

Department of Procurement & Contracts

1800 Main St 2nd Fl., Columbia, SC 29201

Phone: 803-545-3469 Fax: 803-758-1013

Email: latisha.grice@columbiasc.gov

www.columbiasc.net

The best thing to hold onto in life is each other.

-- Audrey Hepburn

Bid No.: 004-18-19-LAG Devils Ditch Joint Maintenance (SD8389)

Page 30 of 45

Business Information Record

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

MUST BE TYPED - "NO LINE STRIKE THROUGH"

Business Name & Address	Contact Name & Telephone	Services and / or Materials Provided	Cost of Services and / or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE (indicate all that apply)	Is your Business CDBE Approved? Yes or No
L.A. Bartier and Son P.O. Box 84007 Lexington, SC 29073	Lisa Tyson (803) 356-2351	Hauling and All Stone	\$101,747.09	19 %	WBE	Yes
				%		
				%		
				%		
				%		

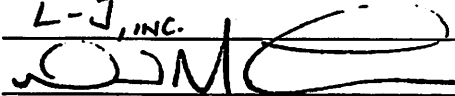
TOTAL: \$ 101,747.09

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

Business Name:

Representative Name / Title:

Date:

L-J, INC.

DAVID M. LOVE, VICE PRESIDENT
8/15/18



City of Columbia

Inter-Office Memorandum

To: Teresa Wilson, City Manager
From: Melissa Lindler, OBO Director
Date: 5/29/2018
Project #: S8390 – Devils Ditch Joint Maintenance

Total Project Amount: \$406,000.00

Project Description: Maintenance on the Devils Ditch waterway, including removal of debris and sediment, cleaning the ditch to facilitate flow, removal of unwanted vegetation, and stabilizing with riprap and vegetative cover.

Goals for this project are: CDBE 15%

Please review the attached:

- 1.) Estimated subcontracting area/costs provided by the Engineer
- 2.) Methodology used for recommended goal
- 3.) Compliance Department recommended goal/percentage for CDBE participation for overall project.

Please indicate your approval by your signature below and return to the Compliance Department of Office Business Opportunities when you have completed your review.

Thank you.

Review Approved: 
Teresa Wilson, City Manager

Date: 5/31/18

Devils Ditch Joint Maintenance SD8390								
	NAICS code	Anticipated Project Cost	Percentage of Weight	Number of DBE firms	Total Firms	Relative Availability	Weight	Relative Availability (multiplied by weight)
Clearing	238910	\$47,600		26	93	0.27956989	0.11724138	0.03277716
Ditch Cleanout and Debris Removal	238910	\$44,300		31	93	0.33333333	0.1091133	0.0363711
Storm Drainage Repairs	238910	\$50,000		16	93	0.17204301	0.12315271	0.021187563
Riprap / Hard Armoring	237990	\$177,000		1	9	0.11111111	0.43596059	0.048440066
Project Total Cost		\$406,000		74	288	0.89605735	0.78546798	0.138775889

Goal Using Relative

Availabilitythe Average 13.88%

Recommended Goal **15.00%**

Project Total Amount

Must be over 200,000 **\$406,000.00**

The goal has been established based upon the relative availability and use of CDBEs who will be able to assist the City of Columbia in completion of a specific project. This is calculated using the following method:

1. Relative Availability -Census Data + DBE Directory (using NAICS code):

- Determine ready, willing, and able CDBEs in your market area from City of Columbia Bidder System
- Determine ready, willing, and able firms in the market area from the Census Data
- Number of DBEs ÷ Number of all firms = Base figure for relative availability

2. Weight is determined by the proportion of dollars spent within each industry/trade: resulting percentage is more heavily influenced by availability in industries/trades where more dollars are spent

3. Calculate goal utilizing availability and weight.

Final goal may require adjustments to take into account previous projects, information from disparity study, and any other data affecting likely CDBE participation.

City Of Columbia – CDBE Project Form

Please complete all items below with your recommendations for subcontractor opportunities and estimated cost for the relative work. The Office of Business Opportunities - Compliance Department will recommend a CDBE goal to the City Manager for each project.

Project Name & Number:

Brief Project Description:

Devils Ditch Joint Maintenance – SD8390

Maintenance on the Devils Ditch waterway, including removal of debris and sediment, cleaning the ditch to facilitate flow, removal of unwanted vegetation, and stabilizing with riprap and vegetative cover

1. List of potential subcontracting areas, estimated costs for each subcontracting area, as well as NAICS code (if available):

Subcontracting Areas:	Materials / Service	Estimated Costs:	NAICS Code:
1.) Clearing	S	\$47,600	238910
2.) Ditch Cleanout and Debris Removal	S	\$44,300	238910
3.) Storm Drainage Repairs	S	\$50,000	238910
4.) Riprap/hard armoring	M	\$177,000	423320
5.) _____	M / S	_____	_____
6.) _____	M / S	_____	_____
7.) _____	M / S	_____	_____
8.) _____	M / S	_____	_____
9.) _____	M / S	_____	_____
10.) _____	M / S	_____	_____
11.) _____	M / S	_____	_____
12.) _____	M / S	_____	_____

2. Total estimated project cost:

EST. TOTAL PROJECT COST \$406,000

Please email this form to the Compliance Team by emailing the completed sheet to agdriggers@columbiasc.net; lmnelly@columbia.net; ebwade@columbiasc.net. Once received we will send a memo to the City Manager to get approval of our recommendation.

Event Number	BID 004-18-19-LAG Addendum 2	Organization	City of Columbia, SC
Event Title	Devils Ditch Joint Maintenance	Workgroup	Purchasing
Event Description	Pre-Bid Meeting will be held on July 31, 2018	Event Owner	Latisha Grice
Event Type	IFBs	Email	latisha.grice@columbiasc.gov
Issue Date	7/17/2018 04:56:18 PM (ET)	Phone	
Close Date	8/15/2018 03:00:00 PM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
L-J, Inc.	Cayce	SC	8/15/2018 02:39:23 PM (ET)	1	\$516,222.27
North American Pipeline Manag	Marietta	GA	8/15/2018 02:20:20 PM (ET)	1	\$553,930.00
G H Smith Construction, Inc	Columbia	SC	8/15/2018 11:24:22 AM (ET)	1	\$783,304.00
Lindler's Construction of SC LLC	Newberry	SC	8/15/2018 01:53:13 PM (ET)	1	\$908,000.00

*\$516,263.50**

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

**Based on the unit prices submitted by L-J, Inc. and the quantities supplied by the City of Columbia on the bid form, the response total has been revised upon review to reflect the correct total.*

CONTRACT

City of Columbia, South Carolina

CIP # SD8389

Devils Ditch Joint Maintenance (CDBE)

Bid #004-18-19-LAG

This Contract is made by and between City of Columbia, South Carolina, hereinafter called Owner, and **L-J, Inc.** with legal address and principal place of business at **615 Knox Abbott Drive, Cayce SC, 29033**, hereinafter called Contractor. Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

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

ARTICLE 2. ENGINEER.

2.1 The Project has been designed by the **Dennis Corporation**.

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **one hundred eighty days (180)** consecutive calendar days from the commencement date as defined in the Notice to Proceed (NTP) to fully complete the amount of work herein contemplated.

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

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents in current funds at the contract price agreed upon in the Contractor's Bid Form attached to this Contract which establishes the contract price as **Five Hundred Sixteen Thousand Two Hundred Sixty-Three Dollars and Fifty Cents (\$516,263.50)**.

ARTICLE 5. APPLICATIONS FOR PAYMENT

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

ARTICLE 6. PROGRESS AND FINAL PAYMENTS

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

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

ARTICLE 7. LIQUIDATED DAMAGES

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

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

ARTICLE 8. ASSURANCE

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

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

8.3 Contractor has made or caused to be made examinations, investigations and tests and studies of such reports and related data [in addition to those referred to in the above paragraph] as Contractor deems

necessary for the performance of the Work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required for such purposes.

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 Invitation To Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Part 15 "General Specifications" and Part 20 "Specifications for Sodding, Fertilizing and Seeding" of the City of Columbia's Engineering Regulations.

9.2.8 Technical Specifications.

9.2.9 Drawings, numbered Cover through C-13, inclusive and dated 5/11/2018.

9.2.10 Addenda numbers 1 to 2, inclusive.

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

9.2.12 Location Map.

9.2.13 Permits.

9.2.14 Columbia Disadvantaged Business Enterprise (CDBE) Guidelines.

ARTICLE 10. MISCELLANEOUS

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

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

persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract.

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

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

This Contract shall become effective on _____, 20____.

Contractor

L-J, INC.

BY

DAVID M. LEVER, VICE PRESIDENT

(CORPORATE SEAL)

Attest

[Signature]

Address for giving notices:

615 KNOX ABBOTT DR.

SUITE 200

CAYCE, SC 29033

Date: _____

Owner

City of Columbia, SC

BY

Teresa Wilson, City Manager

(CORPORATE SEAL)

Attest

[Signature]

Address for giving notices:

Department of Procurement and Contracts

1800 Main Street, 2nd Floor

Columbia, SC 29201

Date: _____

APPROVED AS TO FORM

[Signature]
Legal Department City of Columbia, SC

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



We Are Columbia

MEETING DATE: October 16, 2018

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve Contract Amendment #2 for Project WM4354; Professional Services Agreement for Automated Meter Reading and Automated Meter Infrastructure Feasibility Study, Project Management, and Related Support Services, as requested by Columbia Water. Award to CH2M Hill Engineers in the amount of \$1,735,097.00. This firm is located in Columbia, SC.

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

Atlantic South Consulting Services, a Minority Business Enterprise of Columbia, SC will provide assistance with system evaluation, feasibility study, and project management services at 12% (\$208,098.00) of the contract value.

Rohadfox Construction Control Services Corporation of Columbia, SC will provide project management services at 11% (\$189,979.00) of the contact value.

REQUISITION NO.: R169967

FINANCIAL IMPACT: Funding Source: Water and Sewer Budget; 5529999-WM4354-658650. The original budgeted amount is \$1,735,097.00 .

ORIGINAL BUDGET: The budget amount for this amendment is \$1,735,097.00 .

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

The above referenced Contract Amendment is to compensate Engineer for additional cost requested under Optional Services Subtask 2.5 Additional Installation Services. Tasks include but are not limited to inspection, investigations, and supply logistics during the installation period.

Services to be performed will impact all City Council Districts. The Office of the City Attorney

has approved the Amendment. The ACM for Columbia Water and the Director of Utility Operations recommend its approval.

ATTACHMENTS:

- **#a:** CH2MHill.2018.AMRandAMIFeasibilityStudy Project
ManagmentandRelatedSupportServices.WM4354.CA2.rb (PDF)
- **#b:** APPENDIX III BUSINESS INFORMATION RECORDS_v3 (PDF)

Agreement for Professional Services for Automated Meter Reading (AMR) and Automated Meter Infrastructure (AMI) Feasibility Study, Project Management, and Related Support Services

CH2M Hill Engineers and City of Columbia, SC
Contract Amendment # 2

July 25, 2018

Description of Change: Request change in the Agreement between the City of Columbia (City) and CH2M Hill Engineers, Inc. (Engineer) dated August 23, 2016 (Agreement) to compensate Engineer for additional costs requested under **Optional Services Subtask 2.5 Additional Installation Services**. This service is required to focus attention on field activities, to ensure hands-on quality control and oversight of the AMI vendor installation. Tasks include, but are not limited to inspection, investigations, and supply logistics during the installation period. Subtasks 2.5 are further defined in Exhibit A.

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

Proposed Change and Basis for Payment:

Original Contract Price:	\$ 2,010,446.00 (which includes contingency of \$228,154.00)
Previous Contract Amendment	\$ 160,000.00
This Change (addition):	\$ 1,735,097.00
Revised Contract Price:	\$ 3,905,543.00

Additional funds are to be provided in the following manner: 5529999-WM4354-658650

This Change is Acceptable:

CH2M Hill Engineers, Inc.:

Chris Thom Chrissy Thom Date: 10/2/18
Signature (Please Print Name)
Title: Operations Leader

City of Columbia:

By: Joseph D. Jaco, P.E., Director of Utility Operations

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

By: Sandra A. Wright, CPPB, Director of Procurement and Contracts/Purchasing Agent

Approval of Change: Teresa Wilson, City Manager

APPROVED AS TO FORM

[Signature]
Legal Department City of Columbia, SC

PO# P160225	Date	Contract Value
Awarded	8/24/2016	\$ 1,752,146.00
Contingency	8/24/2016	\$ 258,300.00
Total		\$ 2,010,446.00
Contract Amendment #1	6/26/2017	\$ 160,000.00
Change Order #1	7/11/2018	\$ 0 (Contingency Amount See Below)
Contract Amendment #2	7/25/2018	\$ 1,735,097.00
Total		\$ 3,905,543.00

PO# P160225	Date	Contingency Amount
Awarded	8/24/2016	\$ 258,300.00
Change Order #1	7/11/2018	(\$ 59,500.00)
Total Remaining Contingency	7/11/2018	\$ 198,800.00

APPENDIX III- BUSINESS INFORMATION RECORDS
RFP011-15-16: AMR/AMI Feasibility Study and Project Management Services

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

Business Name/ Address	Contact Name Telephone	Services/Materials to be Provided	Cost of Service/Mat (\$ Value)
Atlantic South Consulting Services 1728 Main Street, Columbia, SC 29201	Brent Herring (843)266-3998	Assistance with System Evaluation and Feasibility Study (various subtasks) Project Management Services (support with Installation Services)	\$10,890 \$197,208*
Rohadfox Construction Control Services Corporation 1320 Main Street, Columbia, SC 29201	Joe Porter (404) 880-9888	Project Management Services (support with Installation Services)	\$189,979*

TOTAL: \$ 398,077

***Note that the specific services to be provided under the Project Management Services are not well defined this time. A preliminary estimate has been developed; however, once the required services is better defined later in the project the corresponding costs of these services can be better determined.**

CH2M HILL Engineer, Inc.

Contractor

Matth D. No

By _____

I certify this information is true and correct.

June 3, 2016

Date

Rev Purchasing Div_08 08 13



We Are Columbia

MEETING DATE: October 16, 2018

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to approve three Indefinite Delivery Contracts for the Sewer Mapping Program Project for fiscal year 2018/2019, as requested by Columbia Water. Award to AECOM Technical Services, Inc., Vaughn & Melton Consulting Engineers, Inc., and Hydrostructures, P.A. for an additional \$250,000.00 and a total amount not to exceed \$750,000.00.

PURPOSE: This is a Clean Water 2020 Program Project.

AECOM Technical Services, Inc. has headquarters in Los Angeles, CA and a local office in Columbia, SC. AECOM proposes to utilize DESA, Inc. (MBE) as a sub consultant to provide manhole data collection services. DESA, Inc. is located in Columbia, SC.

Vaughn & Melton Consulting Engineers, Inc. has headquarters in Middlesboro, KY and a local office in Spartanburg, SC. Vaughn & Melton proposes to utilize Construction Support Services, LLC (MBE) as a sub consultant to provide traffic control services. Construction Support Services, LLC is located in Hopkins, SC.

Hydrostructures, P.A. has headquarters in Pittsboro, NC and a local office in Cayce, SC. Hydrostructures proposes to utilize DESA, Inc. (MBE) as a sub consultant to provide manhole inspection services and Civil Engineering of Columbia as a sub consultant to provide surveying services. CEC is located in Columbia, SC.

REQUISITION NO.: R191746

FINANCIAL IMPACT: Funding Source: Sewer Maintenance; 5516205-SS7304-638305. The adjusted budgeted amount is \$750,000.00.

ORIGINAL BUDGET: \$500,000.00

BUSINESS PROGRAM: Protege Led Project

CLEAN WATER 2020?: Yes

STRATEGIC GOALS: Provide high quality municipal services

Columbia Water is requesting approval to increase the cumulative budget from \$500,000 to \$750,000 for FY18-19. The original Indefinite Delivery Contract in the amount of \$450,000.00 was approved by Council on May 2, 2017. Due to timing with the new fiscal year, all scope items issued as task orders in FY2017-2018 were unable to be completed. This increase will allow us to complete all scope items in task orders issued in FY17/18 while remaining on schedule to meet the requirements of the Sewer Mapping Plan required by the Consent Decree.

Subconsulting participation levels are not know at this time, but will be negotiated for each Task Order.

This work impacts the CW2020 Program. Services to be performed will impact all City Council Districts as well as areas outside the City limits. The Legal Department will assist in crafting the final contractual agreements. The Director of Utility Operations, Director of Engineering, and the ACM for Columbia Water recommend approval.

ATTACHMENTS:

- **#a:** SS7304 Budget increase request Memo (PDF)
- **#b:** Map of Manhole Survey (PDF)

Memorandum

To: Sandra Wright

From: John Riggs, P.E.

Date: October 3, 2018

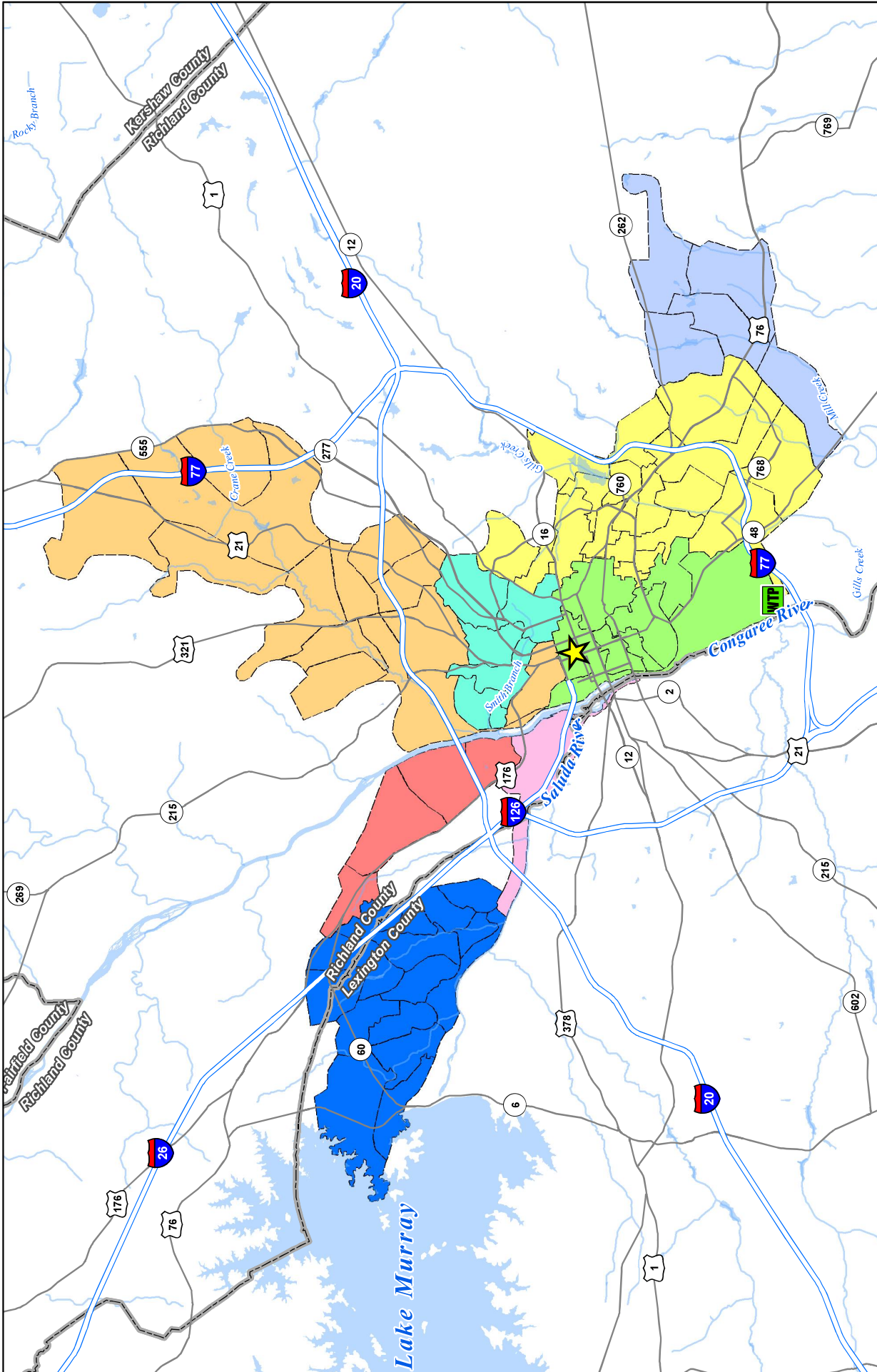
Subject: RFQ004-16-17 – SS7304 Wastewater Collection System Manhole Survey
Request to Increase FY18/19 Budget from \$500,000 to \$750,000

Current Project Summary:

Contract Summary - SS7304 MH Survey IDCs issued under RFQ004-16-17						
FY	Status	AECOM	Vaughn & Melton	Hydro-structures	Totals	Original Approved Budget
17/18	Authorized Task Orders	\$27,480	\$173,500	\$166,200	\$367,180	\$450,000
18/19	Authorized Task Orders		\$500,000		\$500,000	\$500,000
18/19	Task Orders to be Authorized when Budget NTE total increased to \$750,000		\$46,450	\$120,140	\$166,590	
	Totals	\$27,480	\$719,950	\$286,340	\$1,033,770	

**Each vendor competes for task order awards. Cost proposals are requested from each vendor on each Task Order. Task Orders are awarded on a basis of price, availability, and approach.

We are seeking Council's approval to increase the FY18/19 approved NTE cumulative budget from \$500,000 to \$750,000. This increase will allow Columbia Water to remain on schedule to meet the requirements of the Sewer Mapping Plan required by the Consent Decree.

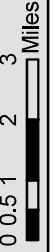


SS7292 Manhole Survey

Prepared For: Clean Water 2020



1 inch = 3 miles



- | | | | | | |
|--|-------------|--|-------------|--|---------------|
| | City Hall | | Broad River | | Rocky Branch |
| | Metro WWTWP | | Crane Creek | | Saluda River |
| | | | Gills Creek | | Smith Branch |
| | | | Mill Creek | | West Columbia |

Clean Water 2020
City of Columbia, SC



We Are Columbia
City of Columbia, SC
1888 June 20, 2016
CWA2020 Master/Production Map
Projection: NAD83, UTM, Zone 18N, Datum: NAD83, Spheroid: GRS80, Units: Meter



We Are Columbia

MEETING DATE: October 16, 2018

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to ratify nine (9) Emergency Procurements for the repair of waterlines, roadways, meter relocations throughout the City, and column damage at Police Headquarters, as requested by Columbia Water and Support Services. Award to the lowest responsive bidder for each project in a total amount of \$2,024,233.96.

REQUISITION NO.: R192767, R191694, R191144, R185884, R191792, R192410, R191799, R192755, R192802

FINANCIAL IMPACT: Funding Source: Engineering and Special Projects - 5511706-638500 (\$155,750.00); Water & Sewer Capital Projects- Capital Projects Cost- 5529999-658650 (\$86,440.00) ; General Capital Projects - Professional Services- 4039999-636600 (\$313,144.71); Water & Sewer Capital Projects- Capital Projects Cost- 5529999-658650 (\$409,415.00); Engineering and Special Projects- 5511706-638500 (\$99,160.05); Engineering and Special Projects- 5511706-638500 (\$570,896.70); Engineering and Special Projects- 5511706-638500 (\$46,250.00); Water & Sewer Capital Projects- Capital Projects Cost- 5529999-658650 (\$326,177.50); General Support Services - Maintenance & Service Contract - 1011201-638200 (\$17,000.00). The original budgeted amount is \$2,024,233.96.

ORIGINAL BUDGET: \$2,024,233.96

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

Vendor	Brief Description/ Justification	Amount
Carolina Tap & Bore West Columbia, SC	The damage to these roadways is significant and is impeding property owners from accessing their homes by car. Three companies submitted quotes. Carolina Tap & Bore was the lowest bidder.	\$155,750.00
Carolina Tap & Bore West Columbia, SC	Relocate meters and renew services for seven (7) properties on the 3200 block of Amherst. Three companies submitted quotes.	\$86,440.00

	Carolina Tap & Bore was the lowest bidder.	
Lane Construction West Columbia, SC	The urgent need to remove the outside bike lanes on Farrow Road from Columbia College Drive to E. Campanella Drive and resurface to restore motor vehicle traffic in the outside lanes. This is to eliminate a potential safety hazard. There were 5 contractors contacted. Lane was the only company available.	\$313,144.71
McClam & Associates Little Mountain, SC	Replacement of an existing 8" gravity sewer main with new 8" PVC gravity sewer main along Commerce Drive from Sullivan St. to William H. Tuller St. and a point repair at the intersection of Commerce Drive and Sullivan St. Quote were received and McClam was given the award.	\$409,415.00
North American Pipeline Columbia, SC (local office)	Remove and replace asphalt with the intersection of Summerlea and Avondale Drive. The damage to the intersection is impending property owners from accessing their homes by car. Failure to move quickly with the repairs could further jeopardize the road. Four contractor were invited to an on-site meeting. NAPM is the lowest bidder.	\$99,160.05
G. H. Smith Columbia, SC	The repair of a 12" cast iron pipe waterline near the Village of Sandhills along Clemson Road and also at the intersection of Rhame Road and Clemson Road. Failure to move quickly with required repairs will further jeopardize public safety and increase the possibility of damaging the integrity of 12" waterline and roadway. Four contracts were invited to propose their prices. G.H. Smith is the lowest responsible bidder.	\$570,896.70
G. H. Smith Columbia, SC	To remove and replace asphalt near 31220 Montgomery Ave. and Wando Street, within the SCDOT right-of-way. The road was damaged due to a 12" waterline break. Four contractors were invited to an on-site meeting. G.H. Smith was the lowest responsive bidder.	\$46,250.00
LAD Corporation West Columbia, SC	The sewer main at the intersection of Main St. and College St. experienced a sanitary sewer overflow due to a collapsed sewer main. Two quotes were submitted. LAD Corporation was selected.	\$326,177.50
Chao & Associates Columbia, SC	The column at Police Headquarters was detached and leaning at the front entrance.	\$17,000.00

ATTACHMENTS:

- **#a:** R192767 Carolina Tap & Bore - Boswick Ridge (PDF)
- **#b:** R191694 Carolina Tap & Bore - Meters (PDF)
- **#c:** R191144 Lane Construction - Farrow Road (PDF)
- **#d:** R185884 McClam & Associates - Commerce Drive (PDF)
- **#e:** R191792 North American Pipeline - Summerlea and Avondale (PDF)
- **#f:** R192410 G.H. Smith - Clemson Road (PDF)
- **#g:** R191799 G.H. Smith - Montgomery Ave (PDF)
- **#h:** R192755 LAD Corporation - Main & College St. (PDF)

- #i: R192802 Chao & Associates - Police Headquarters (PDF)

JUSTIFICATION FOR
Requisition# _____ EMERGENCY PROCUREMENT

Based upon the following determination, the proposed procurement action described below is being procured pursuant to the authority of Section 1.17 of the City of Columbia Procurement Regulation and the 1976 South Carolina Code of Laws.

This governmental body proposes to procure contractual services to remove and replace
asphalt within Midbrook Court and Eastwick Ridge roadways. These roads were damaged due to a 10" waterline break in the early morning hours of June 28,
2018. ⁽¹⁾

The damage to these roadways is significant and is impeding property owners from accessing their homes by car.

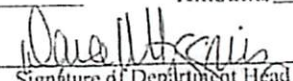
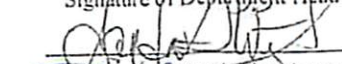
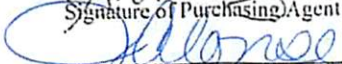
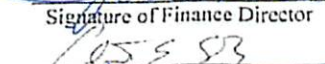
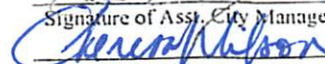
as an emergency procurement from Carolina Tap and Bore for a total cost of \$186,900, funded
from WM4323-18. This total includes a 20% contingency over ⁽²⁾the contractors
bid of \$155,750.

The basis for this emergency determination and the reason no other vendor is suitable is:
failure to move quickly with the required repairs could further jeopardize the integrity of the road, poses
a life and safety risk, and continue to impede property owners from accessing their homes. ⁽³⁾
Four contractors were contacted and invited to an on-site meeting. Three attended, with all
three providing bids. Carolina Tap and Bore is the lowest responsive bid and is able to begin work immediately.

June 29, 2018
Date

Amount \$ 186,900

*Form must be routed in
the order of the signatures*

	Date
Signature of Department Head	6/29/18
	Date
Signature of Purchasing Agent	7/5/2018
	Date
Signature of Finance Director	
	Date
Signature of Asst. City Manager	7/6/18
	Date
Signature of City Manager	

Notes: (1) Enter description of goods or services to be procured.
(2) Enter name of emergency contractor.
(3) Enter the determination and basis for emergency procurement.

Rev 05/14/18

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.

✓ 008031

Contractor's Application

Application Period:										Application Number:		
Application Period:										Application Date:		
A										P		
WATER ITEMS		Description	Estimated Bid Item Quantity	Unit Price	Bid Item Value (\$)	C	D	E	Total Completed and Stored to Date (D + E)	% (P / B)	Balance to Finish (B - P)	
Bid Item No.												
ROAD REPAIR ITEMS												
2		LS										
3	Asphalt Removal & Replace	SY	1,400	\$42.00	\$58,800.00	0	\$0.00		\$0.00		\$58,800.00	
4	6" Base alone	TN	100	\$65.00	\$6,500.00	0	\$0.00		\$0.00		\$6,500.00	
5	Select fill & compaction	TN	1,000	\$85.00	\$85,000.00	0	\$0.00		\$0.00		\$85,000.00	
6	Curb & gutter	LF	80	\$40.00	\$3,200.00	0	\$0.00		\$0.00		\$3,200.00	
7	Restoration along edge of Road (SOD)	SY	30	\$75.00	\$2,250.00	0	\$0.00		\$0.00		\$2,250.00	
8												
9												
10												
11												
12												
14												
15												
16												
Totals					\$155,750.00						\$155,750.00	
</												

Bolling, Andrea R

From: Steve Coker <steve.coker@napminc.com>
Sent: Thursday, June 28, 2018 2:11 PM
To: Bolling, Andrea R
Cc: BJ Leipprandt
Subject: [EXTERNAL] Bostwick

CAUTION: This email originated outside of the organization. Do not click links or open attachments from unknown senders or suspicious emails. Never enter a username or password on a site that you did not knowingly access.

Andrea : here is NAPM's price for the work at Bostwick.

Asphalt 2" @1400 sy =\$43/square yard
 Curb & gutter @ \$46 /linear foot
 Sod @ \$52 /square yard
 Select fill @ \$120 /cubic yard
 6" sub gab base @ \$72 per cubic yard
 Remove sediment from roadway @ \$62,000

Steve Coker

North American Pipeline Management, Inc.
 CONSULTANTS | MANAGERS | CONTRACTORS
1612 Marion Street, Suite 218D | Columbia, SC | 29201
 Office: 864-641-0567 Ext. 140 | Cell: 404-226-2553 | Fax: 864-641-0568

62 Hamby Road SE | Marietta, GA | 30067
 Office: 678-820-3991 Ext. 140 | Cell: 404-226-2553 Fax: 678-820-3993
Steve.coker@napminc.com | www.napminc.com

On Jun 28, 2018, at 11:47 AM, Bolling, Andrea R <arbolling@columbiasc.net> wrote:

Please provide by 230 pm today. Call me with questions.

Sent from my Verizon, Samsung Galaxy smartphone

<20180628_114541.jpg>

<20180628_114538.jpg>

Bolling, Andrea R

From: Steve Coker <steve.coker@napminc.com>
Sent: Thursday, June 28, 2018 2:56 PM
To: Bolling, Andrea R
Cc: BJ Leipprandt
Subject: [EXTERNAL] Re: Bostwick

CAUTION: This email originated outside of the organization. Do not click links or open attachments from unknown senders or suspicious emails. Never enter a username or password on a site that you did not knowingly access.

Select fill @ \$180/Ton

6" sub gab base @ \$108 pe Ton

Steve Coker

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 CONSULTANTS | MANAGERS | CONTRACTORS
1612 Marion Street, Suite 218D | Columbia, SC | 29201
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62 Hamby Road SE | Marietta, GA | 30067
 Office: 678-820-3991 | Cell: 404-226-2553 | Fax: 678-820-3993
Steve.coker@napminc.com | **www.napminc.com**

On Jun 28, 2018, at 2:10 PM, Steve Coker <steve.coker@napminc.com> wrote:

Andrea : here is NAPM's price for the work at Bostwick.

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Steve Coker

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-
On Jun 28, 2018, at 11:47 AM, Bolling, Andrea R <arbolling@columbiasc.net> wrote:

Please provide by 230 pm today. Call me with questions.

Sent from my Verizon, Samsung Galaxy smartphone

<20180628_114541.jpg>

<20180628_114538.jpg>

Bolling, Andrea R

From: Ted Blackwell <tblackwell@ladcorporation.com>
Sent: Thursday, June 28, 2018 2:27 PM
To: Bolling, Andrea R
Cc: Porter, Toby J; Higgins, Dana R
Subject: [EXTERNAL] RE: Bostwick
Attachments: 20180628_114541.jpg

CAUTION: This email originated outside of the organization. Do not click links or open attachments from unknown senders or suspicious emails. Never enter a username or password on a site that you did not knowingly access.

Andrea: We will make the Idlebrook Court and Bostwick Ridge Road repairs that you described on the attached for \$208,375.00. Bond is not included in that price. Curb and gutter removal and replacement is not included in our price but we are offering a unit price of \$30.00 per linear foot for removal and replacement of curb. Sodding is not included in our price but we are offering a unit price of \$10.00 per square yard for sodding. All water line repairs are excluded with the understanding that City of Columbia forces will repair the water line and place backfill to cover the water line.

We can begin mobilization tomorrow if we have notice from you by close of business today.

Thank you and contact me if we need to discuss.

Ted Blackwell



Post Office Box 2634
 West Columbia SC 29171
 803.739.4483 OFFICE
 803.238.7934 CELL

From: Bolling, Andrea R [<mailto:arolling@columbiasc.net>]
Sent: Thursday, June 28, 2018 11:47 AM
To: Steve Coker; ryoung@carolinatapandbore.com; Ted Blackwell
Cc: Porter, Toby J; Higgins, Dana R
Subject: Bostwick

Please provide by 230 pm today. Call me with questions.

Sent from my Verizon, Samsung Galaxy smartphone

JUSTIFICATION FOR
Requisition#
EMERGENCY PROCUREMENT

Based upon the following determination, the proposed procurement action described below is being procured pursuant to the authority of Section 1.17 of the City of Columbia Procurement Regulation and the 1976 South Carolina Code of Laws.

This governmental body proposes to procure waterline repairs to residential and commercial properties ⁽¹⁾
as an emergency procurement. The needed object is waterline repairs by pipe. The emergency procurement is necessary because the water main broke
and caused the residential properties to be without water. One of the businesses is a fast food restaurant that needs water for its food preparation.

as an emergency procurement from Carolina Tap and Bore for a total cost of \$60,400 (\$28,200 for residential and \$32,200 for commercial). ⁽²⁾

This project will be funded from WM3001-18

The basis for this emergency determination and the reason no other vendor is suitable is:

Failure to move quickly continues the temporary by passing, which inconveniences customers and potentially puts the
City at risk, as any damages to these customer's plumbing could be the responsibility of the City. ⁽³⁾
Just today, there was another waterline break in the area that affects the water pressure and quality of the commercial properties.

The additional break shows the need for an emergency procurement. This determination is for the time being, and it will be possible to

June 26, 2018

Date

Amount \$ 60,400

[Signature] 6/26/18
Signature of Department Head Date

[Signature] 6/26/18
Signature of Purchasing Agent Date

[Signature] 6/28/18
Signature of Finance Director Date

[Signature]
Signature of Asst. City Manager Date

[Signature] 6/28/2018
Signature of City Manager Date

"Form must be routed in
the order of the signatures"

Notes: (1) Enter description of goods or services to be procured.
(2) Enter name of emergency contractor.
(3) Enter the determination and basis for emergency procurement.

Rev 05/14/18

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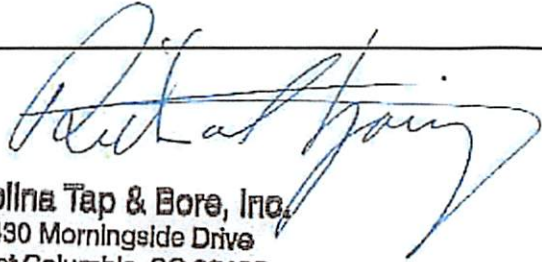
V008031

BID FORM

COMMERCIAL PROPERTIES

RE-ROUTE SERVICE FOR PROPERTIES LISTED IN THIS BID FORM

Item No.	Description	Qty.	Unit	Unit Price	Amount
1	3202 Millwood Ave				
	a) Meter	1	EA	\$4,500	\$4,500
2	3211 Devine St				
	a) Meter	1	EA	\$6,800	\$6,800
3	3215 Devine St				
	a) Meter	1	EA	\$6,800	\$6,800
4	3217 Devine St				
	a) Meter	1	EA	\$6,800	\$6,800
5	810 Bellwood Rd				
	a) Meter	1	EA	\$7,300	\$7,300
				TOTAL BID AMOUNT	\$32,200.00



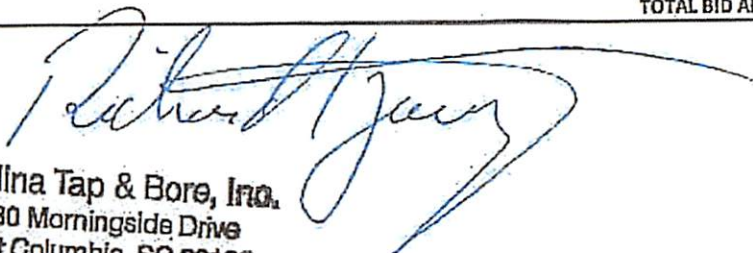
Carolina Tap & Bore, Inc.
 2430 Morningside Drive
 West Columbia, SC 29169

BID FORM

RESIDENTIAL PROPERTIES

RE-ROUTE SERVICE FOR PROPERTIES LISTED IN THIS BID FORM

Item No.	Description	Qty.	Unit	Unit Price	Amount
1	3207 Amherst Ave				
a)	Meter	1	EA	\$7,300	\$7,300
2	3217 Amherst Ave				
a)	Meter	2	EA	\$6,800	\$13,600
3	3221 Amherst Ave				
a)	Meter	1	EA	\$7,300	\$7,300
TOTAL BID AMOUNT					\$28,200.00


 Carolina Tap & Bore, Inc.
 2430 Morningside Drive
 West Columbia, SC 29169

Requisition# R191144 JUSTIFICATION FOR
EMERGENCY PROCUREMENT.

Based upon the following determination, the proposed procurement action described below is being procured pursuant to the authority of Section 1.17 of the City of Columbia Procurement Regulation and the 1976 South Carolina Code of Laws.

This governmental body proposes to procure Milling, Resurfacing and Pavement Marking services
(1)

as an emergency procurement from The Lane Construction Corporation
(2)

The basis for this emergency determination and the reason no other vendor is suitable is:

The urgent need to remove the outside bike lanes on Farrow Road from Columbia College Drive to E Campanella Drive and resurface to restore motor vehicle traffic in the outside lanes. This is to eliminate a potential safety hazard and overall call for action from the local residents and commuters.
(3)

7/11/2018

Date

Amount \$ 284,000.00

[Signature]
Signature of Department Head

7/11/18
Date

C587
Signature of Asst. City Manager

7/11/18
Date

[Signature]
Signature of Purchasing Agent

7/12/18
Date

*Form must be routed in
the order of the signatures*

[Signature]
Signature of
Finance Director

7/12/18
Date

[Signature] 7/12/18
"Reprint"



We Are Columbia

INTEROFFICE MEMORANDUM

TO: ROBERT ANDERSON, PUBLIC WORKS DIRECTOR
FROM: DESTIN GOINS, ASSISTANT STREET SUPERINTENDENT
SUBJECT: FARROW ROAD LANE RESURFACING
DATE: 7/11/2018
CC:

Below are the companies that were contacted while considering the emergency procurement of the Farrow Road Lane reversal.

Hudson Brothers – Currently out of State working on other jobs.
Slurry Pavers – Currently out of State working on other jobs.
CR Jackson – Not interested due to the City's time constraints.
Sloan – Passed on offer
Lane – Gave quote and met requirements to include timeframe.

The City of Columbia has determined that moving forward with The Lane Construction Corporation's proposal is the best solution to accommodate the current safety concerns and return Farrow Road to its original five lane configuration.

Quotation



The Lane Construction Corporation

P.O. Box 3846

West Columbia, SC 29171

Contact: Tripp Owings

Phone: 803.600.1271

E-Mail: JWOwings@laneconstruct.com

Quote To: Destin Goins/ City of Columbia

Job Name: Thin Lift Asphalt, 2 Lanes of Farrow Rd

Phone:

Bid Date: 7/11/2018

Fax:

REVISED PRICING

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	FARROW ROAD- REMOVE BIKE LANE				
1	MOBILIZATION	1.00	LS	\$ 7,500.00	\$ 7,500.00
2	TRAFFIC CONTROL	1.00	LS	\$ 12,000.00	\$ 12,000.00
3	MILLING EXISTING PAVEMENT	35,500.00	SY	\$ 1.40	\$ 49,700.00
4	PMST- THIN LIFT	35,500.00	SY	\$ 4.95	\$ 175,725.00
5	4" WH BROKEN LINES GAP FD PAINT	9,592.00	LF	\$ 0.32	\$ 3,069.44
6	4" WH BROKEN LINES GAP 90 MIL TH	9,592.00	LF	\$ 1.00	\$ 9,592.00
					\$ -
GRAND TOTAL					\$ 257,586.44

PRICING ABOVE IS BASED OFF 2.75 MILES OF 11' LANES.

LANES WILL BE MILLED TO A DEPTH OF 3/4" TO ACCOMMODATE THE THIN LIFT.

PAINT QUANTITIES ARE APPROXIMATE AND WILL BE BILLED BASED OFF ACTUAL MEASUREMENTS.

MILLING AND ASPHALT QUANTITIES ARE APPROXIMATE AND WILL BE BILLED BASED OFF ACTUAL MEASUREMENTS.

GENERAL TERMS AND CONDITIONS

Terms: on approved credit, the net amount of each invoice shall be due and payable on or before the 10th of the following month. A service charge of 1 1/2% a month will be accessed on past due accounts. This is an 18% annual interest rate.

If the final lift of asphalt will not be placed within 60 days after the first lift of asphalt has been placed, the retainage will not be held for work invoiced to that point.

No conditions, verbal or otherwise, that are not incorporated above will be recognized.

Contingencies: We will not be responsible for the failure to complete work covered by this proposal when prevented by strikes, labor troubles, raw material supply/availability, accidents or necessary repairs to machinery, fire, flood, adverse weather conditions, or by reason of other contingencies beyond our control.

All work is to be completed in a neat, and workmanlike manner and only materials meeting South Carolina Highway specifications for the type of construction that will be used. Lane Construction provides a **one year** warranty against defects in workmanship or materials from the date of substantial completion.

All workman's compensation and public liability insurance as required by the State of South Carolina is carried and paid for by Lane Construction.

All engineering, surveying, soil testing, and permits are to be furnished to Lane Construction by the owner or others.

If any portion of the contract price is collected by or through an attorney at law after maturity, the purchaser agrees to pay reasonable attorney fees equal to 15% of the outstanding balance.

Actual quantities built that are 25% less or more than estimated, may be cause for adjustments based increased/decreased cost as it relates to the volume of work.

Lane Construction is to be given as much notice as possible to schedule work, but a minimum of two weeks' notice is required to proceed.

Lane Construction is not responsible for the omission or errors in the plans or specifications that may cause increases in time, or additional costs to complete the work.

Proposal accepted as a contract:

Approved as contract:

The Lane Construction Corporation

By: _____

By: _____

Date: _____

Date: _____

Application for Encroachment Permit

S.C. Department of Transportation

Form 637 (Rev 09/2015)

Contact Information

Applicant: CityofColumbia

Street: 2910 Colonial Dr.

City: Columbia

State: SC Zip Code: 29203

Phone: (803)545-3850 Fax: (803)733-8648

Email: jeholliday@columbiasc.net

Contact: Jed Holliday

Project Location

Primary County: Richland

County	Road Name
Richland	Farrow Rd (SC 555N)
Richland	Farrow Rd (SC 555S)

1. Type of Encroachment: RESURFACING

Mill and resurface the 11' outside lanes both ways on Farrow Road (SC 555) from the beginning of the transition into bike lanes located on the South end near Columbia College Dr (S-96) to the location where the bike lanes stop on the North end near E Campanella Dr (S-1949) with Preventative Maintenance Surface Thin lift Hot Mix Asphalt, that will be flush with the top of the gutter and flush with the existing pavement surface. All Striping (temporary and permanent thermoplastic) will be installed back to the layout that existed prior to the bike lane layout getting installed. The work and materials will follow SCDOT specifications, guidelines and/or requirements (CONTINUED ON ADDENDUM)

2. Description of Location:

Farrow Rd. Northbound from Columbia College Dr. to E. Campanella Dr. and Farrow Rd. southbound from E. Campanella Dr. to Columbia College Dr.

(Attach sketch indicating roadway features such as: pavement width, shoulder width, sidewalk and curb and gutter location, significant drainage structure, north arrow, right of way width, and location of the proposed encroachment with respect to the roadway centerline and the nearest intersecting road on the State system.)

Customer Agreement

3. The undersigned applicant hereby requests the SCDOT to permit encroachment on the SCDOT right of way as described herein. It is expressly understood that the encroachment, if and when constructed, shall be installed in accordance with the sketch attached hereto and made a part hereof. The applicant agrees to comply with and be bound by the SCDOT's "A Policy for Accommodating Utilities on Highways Rights of way", "Standard Specifications for Highway Construction", the "General Provisions" and "Special Provisions", attached hereto or made a part hereof by reference, during the installation, operation and maintenance of said encroachment within the SCDOT's Right of Way. **DISCHARGES OF STORM WATER AND NON-STORM WATER:** Work within State Highway right-of-way shall be conducted in compliance with all applicable requirements of the National Pollutant Discharge Elimination System (NPDES) permit(s) issued to the Department of Transportation (Department), to govern the discharge of storm water and non-storm water from its properties. Work shall also be in compliance with all other applicable Federal, State and Local laws and regulations, and with the Department's Encroachment Permits Manual and encroachment permit. The encroachment permit will not be issued until the applicant has received an NPDES construction permit from SC Department of Health and Environmental Control.

The applicant agrees to comply with all current SCDOT Standards Specifications for Highway Construction including all Supplemental Technical Specifications. The applicant hereby further agrees, and binds his/her/its heirs, personal representatives, successors, assigns, to assume any and all liability for accidents or injuries to persons, or damage to property, including the highway, that may be caused by the construction, maintenance, use, moving or removing of the physical appurtenances contemplated herein.

Applicant's Name: Jed Holliday/City of Columbia Date: 07/11/2018

(Please print or type)

Applicant's Sig:

Title: Traffic Operations Admin.

For Office Use Only

For Office Use Only

In accordance with your request and subject to all the provisions, terms, conditions, and restrictions stated in the application and the general and special provisions attached hereto, the SCDOT hereby approves your application for an encroachment permit. This permit shall become null and void unless the work contemplated herein shall have been completed prior to:

See Attached Special Provision and/or Permit Requirements

NPDES Permit

Nbr:

(Date received by res. Maint. Engr.)

(SCDOT Approval)

(Date)

General Provisions

Application for Encroachment Permit
General Provisions

1. **DEFINITIONS:** The word "Permittee" used herein shall mean the name of the person, firm, or corporation to whom this permit is addressed, his, her, its, heirs, personal representatives, successors and assigns. The word "DEPARTMENT" shall mean the South Carolina Department of Transportation.
2. **NOTICE PRIOR TO STARTING WORK:** Before starting the work contemplated herein within the limits of the highway right of way, the Department's Resident Maintenance Engineer in the county in which the proposed work is located shall be notified 24 hours in advance so that he may be present while the work is under way.
3. **PERMIT SUBJECT TO INSPECTION:** This permit shall be kept at the site of the work at all times while said work is under way and must be shown to any representative of the Department or law enforcement officer on demand.
4. **PROTECTION OF HIGHWAY TRAFFIC:** The applicant shall be responsible for the protection of the highway traffic at all times during the construction, maintenance, removing or moving of the encroachment permitted herein. Detours, barricades, warning signs and flagmen, as necessary, shall be provided by and at the expense of the Permittee and shall be in accordance with the "Manual on Uniform Traffic Control Devices" (MUTCD). The work shall be planned and carried out so that there will be the least possible inconvenience to the motoring public. The Permittee agrees to observe all rules and regulations of the Department while carrying on the work contemplated herein and take all other precautions that circumstances warrant.
5. **STANDARDS OF CONSTRUCTION:** All work shall conform to the Department's standards of construction and shall be performed in a workman-like manner. The applicant shall make adequate provisions for maintaining the proper drainage of the highway as it may be affected by the encroachment permitted herein. All work shall be subject to the supervision and satisfaction of the Department.
6. **FUTURE MOVING OF PHYSICAL APPURTENANCES:** If, in the opinion of the State Highway Engineer, it should ever become necessary to move or remove the physical appurtenances, or any part thereof contemplated herein, on account of change in location of the highway, widening of the highway, or for any other sufficient reason, such moving shall be done on demand of the Department at the expense of the Permittee.
7. **RESTORATION OF HIGHWAY FACILITIES UPON MOVING OR REMOVING OF PHYSICAL APPURTENANCES:** If, and when, the physical appurtenances contemplated herein shall be moved or removed, either on the demand of the Department or at the option of the Permittee, the highway and facilities shall immediately be restored to their original condition at the expense of the Permittee.
8. **COSTS:** All work in connection with the construction, maintenance, moving or removing of the physical appurtenances contemplated herein shall be done by and at the expense of the Permittee.
9. **ADDITIONAL PERMISSIONS:**
 - (a) It is distinctly understood that this permit does not in any way grant or release any rights lawfully possessed by the abutting property owners. The Permittee shall secure any such rights, as necessary, from said abutting property owners.
 - (b) The Permittee shall be responsible for obtaining all other approvals or permits necessary for installation of the encroachment from other government entities.

- (c) There shall be no excavation of soil nearer than two feet to any public utility line or appurtenant facility except with the consent of the owner thereof, or except upon special permission of this Department after an opportunity to be heard is given the owner of such line or appurtenant facility.
10. **ADDITIONAL WORK PERFORMANCE:**
- (a) All crossings over the highway shall be constructed in accordance with "Specifications for Overhead Crossings of Light and Power Transmission Lines and Telegraph Lines over each other and over Highway Rights of Way in South Carolina," as approved by the Public Service Commission of South Carolina and effective as of date of this permit.
- (b) All tunneling, boring, or jacking shall be done in such a way as not to disturb the highway surfacing.
- (c) No pavement shall be cut unless specifically authorized herein.
- (d) No excavation shall be nearer than three feet to the edge of pavement unless specifically authorized herein.
- (e) Underground facilities will be located at minimum depths as defined in the "Utility Accommodations Manual" for the transmittant, generally as follows: 4 feet minimum for hazardous or dangerous transmittant, 3 feet minimum for other lines. The Department may approve shallower depths if adequate protection is provided. Such approval must be obtained in writing.
- (f) Service and other small diameter pipes shall be jacked, driven, or otherwise forced underneath the pavements on any surfaced road without disturbing the pavement. The section under the highway pavement and within a distance of three (3) feet on either side shall be continuous without joints.
11. **ACCESS:**
- (a) Permittee is responsible for maintaining reasonable access to private driveways during construction.
- (b) It is expressly provided that, with respect to any limited access highway, the Permittee shall not have or gain access from the main traveled way of the highway, or the on or off ramps to such facility, except upon approval by the Department.
12. **DRIVEWAYS:**
- (a) The existing crown of the highway shall be continued to the outside shoulder line of the highway.
- (b) If the driveway or approach is concrete pavement, the pavement shall be constructed at least 6 inches thick and with a minimum of class 2500 concrete. There shall be a bituminous expansion joint, not less than 3/4 inches in thickness, placed between the highway paving and the paving of the approach for the full width of the approach.
13. **BEAUTIFICATION:**
- (a) All trees, plants, flowers, etc. shall be placed in accordance with the provisions specifically stipulated herein.
- (b) All trees, plants, flowers, etc. shall be maintained by, and at the expense of, the Permittee and the provisions of this permit shall become null and void, if and when said Permittee ceases to maintain aid trees, plants, flowers, etc.
14. **AS-BUILT PLANS:**
- (a) The applicant shall provide the Department with survey-quality as-built plans in accordance with the requirements set forth in the Department's "A Policy for Accommodating Utilities on Highway Rights of Way".

Requisition# R185884 JUSTIFICATION FOR
EMERGENCY PROCUREMENT

Based upon the following determination, the proposed procurement action described below is being procured pursuant to the authority of Section 1.17 of the City of Columbia Procurement Regulation and the 1976 South Carolina Code of Laws.

This governmental body proposes to procure contractual services for the replacement of an existing 8" gravity sewer main with new 8" PVC gravity sewer main along Commerce Drive from Sullivan Street to William H Tuller Street and a point repair at the intersection of Commerce Drive and Sullivan Street. (SS7426)

The sewer main along Commerce Drive had collapsed and was currently being bypassed in the center of Commerce Drive, an SCDOT roadway. Wastewater Maintenance is currently operating and maintaining a temporary bypass pumping system.

as an emergency procurement from McClam and Associates Inc, 1642 Holy Trinity Church Road, Little Mountain, SC 29075.

The basis for this emergency determination and the reason no other vendor is suitable is:

This is to adjust for the final change order to close the job out. During construction the amount of groundwater and poor soils contributed to an increase in materials needed. Consistent groundwater had to be pulled and tested for contamination, then hauled away. Combining the groundwater problem with poor and unstable soils made for a larger trench than originally designed. McClam and Associates had to safely make the trench larger to accommodate for the situation on the Commerce Drive Sewer Repair. This contributed in an increase of removal of extra earthen materials and groundwater. Thus increasing the amount of backfill, flowable fill, and asphalt needed to finish the repair.

8/08/2018

Date

Amount \$ 127,465.00

[Signature]
Signature of Department Head

8/14/18
Date

[Signature]
Signature of Purchasing Agent

8/14/18
Date

*Form must be routed in the order
of the signatures.

[Signature]
Signature of Finance Director

8/24/18
Date

[Signature]
Signature of City Manager

8/29/18
Date

REV. 08/09/18

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.

Requisition# R185884

JUSTIFICATION FOR
EMERGENCY PROCUREMENT

Based upon the following determination, the proposed procurement action described below is being procured pursuant to the authority of Section 1.17 of the City of Columbia Procurement Regulation and the 1976 South Carolina Code of Laws.

This governmental body proposes to procure contractual services for the replacement of an existing 8" gravity sewer main with new 8" PVC gravity sewer main along Commerce Drive from Sullivan Street to William H Tuller Street and a point repair at the intersection of Commerce Drive and Sullivan Street. (SS7426)

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as an emergency procurement from McClam and Associates Inc, 1642 Holy Trinity Church Road, Little Mountain, SC 29075.

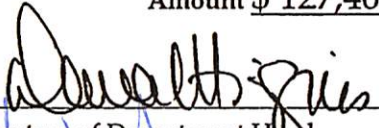
The basis for this emergency determination and the reason no other vendor is suitable is:

This is to adjust for the final change order to close the job out. During construction the amount of groundwater and poor soils contributed to an increase in materials needed. Consistent groundwater had to be pulled and tested for contamination, then hauled away. Combining the groundwater problem with poor and unstable soils made for a larger trench than originally designed. McClam and Associates had to safely make the trench larger to accommodate for the situation on the Commerce Drive Sewer Repair. This contributed in an increase of removal of extra earthen materials and groundwater. Thus increasing the amount of backfill, flowable fill, and asphalt needed to finish the repair.

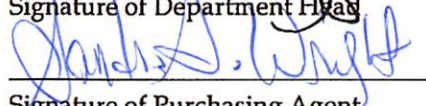
8/08/2018

Date

Amount \$ 127,465.00


Signature of Department Head

8/14/18
Date


Signature of Purchasing Agent

8/14/18
Date

***Form must be routed in the order of the signatures.**

Signature of Finance Director

Date

Signature of City Manager

Date

REV. 08/08/18

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We Are Columbia

CITY OF COLUMBIA PROCUREMENT & CONTRACTS

***For Internal Use Only

PO Change/Modification Order Form

Contract Number:

Procurement Officer:

Phone: 803.545.3470

E-Mail Address:

Address: 1800 Main St., 2nd Floor
Columbia, SC 29201

Routing Date: 07 / 31 / 2018

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

DESCRIPTION: SS7426 Commerce Drive Sewer Project

DEPARTMENT NAME AND REQUESTOR: Engineering & Construction Management

CONTRACTOR'S NAME AND ADDRESS: McClam & Associates

PURCHASE ORDER NUMBER (if applicable): P167698 CHANGE ORDER # 1-Final

TYPE OF CHANGE (check all applicable boxes):

- ☒ Purchase Order Increase
☐ Purchase Order Decrease
☐ Change to Contract Scope of Work
☐ Administrative Change to Contract (such as changes in paying office, name of Agency Contract Administrator, etc.)
☐ Other Change

Brief Explanation/Justification: Add-Deduct to close project.

Requested Amount of Increase Decrease: \$ 129,465.00 Current PO amount/total: \$ 281,950.00Accounting Information on Original PO: ORG SS29999 OBJ 658680 (Required)
\$25,000 coming from the contingencyFunding/Account Info for Change Order: ORG Same OBJ Same (Required)

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

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

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

Recommended for Approval:

(Signature)

(Title)

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

Recommended for Approval:

(Signature)

(Date)

**Route this form to the Procurements & Contracts Department

Director of Procurement & Contracts Approval:

City Manager Approval Needed: Yes or No

Recommended for Approval:

(Signature)

(Date)

City Manager Approval:

Recommended for Approval:

(Signature)

(Date)

All change orders over \$50,000.01 must be approved by City Council Date approved City Council

A copy of the final City Council minutes must be maintained with the purchasing file.

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CIP # SS7426
Commerce Dr. Sewer Repair

Change Order # 1(Final)

May 15, 2018,

Description of Change: This is a final change order to close out project.

Reason for Change: This final change order is an Add and Deduct form to close out this project.

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

ADD

#6 Trench Backfill(57) 228 CY @ \$40.00=\$9,120.00

#7 Flowable Fill 266 CY @ \$200.00=\$53,200.00

#8 Remove and Dispose of Special Waste Soil 497 TN @ \$25.00=\$12,425.00

#9 Groundwater Removal & Storage 14,000 Gal @ \$4.00=\$56,000.00

#10 Asphalt Patch 142 SY @ \$160.00= \$22,720.00

Total adds= \$153,465.00

DEDUCTS

#13 Reconnect/Renew Sewer Services 1 @ \$1,000.00=\$1,000.00

Owner's contingency Allowance @ \$25,000.00

Total Deducts= (\$26,000.00)

Total Addition to the Contract Price \$127,465.00

Funding Source: See attached fund transfer

Proposed Change and Basis of Payment

Owner's Contingency Allowance	\$25,000.00
Previous change orders:	\$ 0.00
This change: (reduction)	(\$25,000.00)
Revised contract price:	0.00

Owner's Contingency Allowance

Original Contract Price:	\$281,950.00
Previous change orders:	\$ 0.00
This change: addition	\$127,465.00
Revised contract price:	\$409,415.00

Contractual Completion Date:

Notice to Proceed: October 30, 2017

Scheduled Completion Date: December 21, 2017

Revised Completion Date: May 15, 2018

This Change is Acceptable:

McClam & Associates, Inc

By: Jm'CaTitle: Project Manager

City of Columbia

Recommended for Approval: Matt Blackwell

Matt Blackwell

Utility Construction Inspector

Recommended for Approval: Jeff Jeffers

Jeff Jeffers

Sr. Utility Construction Inspector

Recommend for Approval: Michael F. Sheu, P.E.

Michael F. Sheu, P.E.

Assist. City Engineer for Construction

Approved: _____

Teresa Wilson

City Manager

JUSTIFICATION FOR
Requisition# _____
EMERGENCY PROCUREMENT

Based upon the following determination, the proposed procurement action described below is being procured pursuant to the authority of Section 1.17 of the City of Columbia Procurement Regulation and the 1976 South Carolina Code of Laws.

This governmental body proposes to procure contractual services to remove and replace ⁽¹⁾
asphalt within the intersection of Marmorens and Avenida. The replacement was caused due to a 51 accident on July 3, 2018.

The damage to the intersection is impeding property owners from accessing their homes by car.

as an emergency procurement from North American Pipe Management for a total cost of ⁽²⁾
\$44,820, funded from 551-1405 EMBRO. This total includes a 20% contingency over the contractor's bid of \$37,350.

The basis for this emergency determination and the reason no other vendor is suitable is:

failure to move quickly with the required repairs could further jeopardize the integrity of the road, poses a life and safety risk, and continue to impede property owners from accessing their homes. ⁽³⁾

Four contractors were contacted and invited to an on-site meeting. All attended, with all providing bids. NAPM is the lowest responsive bid and is able to begin work immediately.

<u>7/10/18</u> Date	Amount \$ <u>44,820</u>
<u>Andrew Bollinger</u> Signature of Department Head	<u>7/10/18</u> Date
<u>Joshua A. Wright</u> Signature of Purchasing Agent	<u>7/10/18</u> Date
<u>[Signature]</u> Signature of Finance Director	<u>7/13/18</u> Date
<u>[Signature]</u> Signature of Asst. City Manager	<u>7/18/18</u> Date
<u>[Signature]</u> Signature of City Manager	<u>7/18/18</u> Date

Form must be routed in the order of the signatures

Notes: (1) Enter description of goods or services to be procured.
(2) Enter name of emergency contractor.
(3) Enter the determination and basis for emergency procurement.

Rev 05/14/18

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JUSTIFICATION FOR
Requisition#
EMERGENCY PROCUREMENT

Based upon the following determination, the proposed procurement action described below is being procured pursuant to the authority of Section 1.17 of the City of Columbia Procurement Regulation and the 1976 South Carolina Code of Laws.

This governmental body proposes to procure contractual services to remove and replace asphalt within the intersection of Sumner and Avondale. The road intersection was damaged due to a 6" waterline break on July 3, 2018. ⁽¹⁾

The damage to the intersection is impeding property owners from accessing their homes by car.

as an emergency procurement from North American Pipe Management for a total cost of \$44,820, funded from 551-1706-638300. This total includes a 20% contingency over the contractor's bid of \$37,350. ⁽²⁾

The basis for this emergency determination and the reason no other vendor is suitable is:

failure to move quickly with the required repairs could further jeopardize the integrity of the road, poses a life and safety risk, and continue to impede property owners from accessing their homes. ⁽³⁾

Four contractors were contacted and invited to an on-site meeting. All attended, with all providing bids. NAPM is the lowest responsive bid and is able to begin work immediately.

7/10/18
Date

Amount \$ 44,820

Andrea Bolling ^{for Anna Hyslop} 7/10/18
Signature of Department Head Date
James S. Wright 7/10/18
Signature of Purchasing Agent Date

*Form must be routed in
the order of the signatures*

[Signature] 7/16/2018
Signature of Finance Director Date
Cheresa Wilson 7/18/18
Signature of Asst. City Manager Date

- Notes: (1) Enter description of goods or services to be procured.
(2) Enter name of emergency contractor.
(3) Enter the determination and basis for emergency procurement.

Rev 05/14/18

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LIAPM

BID FORM

BID 0X-16-17-XXX

PROJECT NAME: Summerlea at Avondale

CIP # WM4464 Rev1

Item No.	Description	Qty.	Unit	Unit Price	Amount
1	Mobilization	1	LS	\$ 4,500.00	\$ 4,500.00
2	Saw cut and remove asphalt pavement including valley gutter (on south west side)	24	TN	\$ 100.00	\$ 2,400.00
3	Remove disturbed subgrade as directed by SCDOT	10	TN	\$ 95.00	\$ 950.00
4	Select backfill	200	TN	\$ 20.00	\$ 4,000.00
5	Crusher run	48	TN	\$ 120.00	\$ 5,760.00
5	Flowable Fill over 6" water main repair	12	CY	\$ 375.00	\$ 4,500.00
6	2" of Intermediate B and 1 3/4" of Surface C asphalt pavement per SCDOT to include valley gutter (on south west side)	8	TN	\$ 875.00	\$ 7,000.00
7	Double 4" Thermoplastic pavement markings	216	LF	\$ 15.00	\$ 3,240.00
8	Restoration	1	LS	\$ 2,500.00	\$ 2,500.00
9	Traffic control	1	LS	\$ 2,500.00	\$ 2,500.00
SUBMIT THE ELECTRONIC COPY TO blgable@columbia.sc.net			TOTAL BID AMOUNT \$ 37,350.00		

CTB

BID FORM

BID 0X-16-17-XXX

PROJECT NAME: Summerlea at Avondale

CIP # WM4464 Rev1

Item No.	Description	Qty.	Unit	Unit Price	Amount
1	Mobilization	1	LS	\$ 15,000.00	\$ 15,000.00
2	Saw cut and remove asphalt pavement including valley gutter (on south west side)	24	TN	\$ 100.00	\$ 2,400.00
3	Remove disturbed subgrade as directed by SCDOT	10	TN	\$ 25.00	\$ 250.00
4	Select backfill	200	TN	\$ 20.00	\$ 4,000.00
5	Crusher run	48	TN	\$ 85.00	\$ 4,080.00
5	Flowable Fill over 6" water main repair	12	CY	\$ 100.00	\$ 1,200.00
6	2" of Intermediate B and 1 3/4" of Surface C asphalt pavement per SCDOT to include valley gutter (on south west side)	8	TN	\$ 600.00	\$ 4,800.00
7	Double 4" Thermoplastic pavement markings	216	LF	\$ 20.00	\$ 4,320.00
8	Restoration	1	LS	\$ 12,420.00	\$ 12,420.00
9	Traffic control	1	LS	\$ 8,000.00	\$ 8,000.00
SUBMIT THE ELECTRONIC COPY TO blgable@columbia.sc.net			TOTAL BID AMOUNT \$ 56,470.00		

BID FORM
BID 0X-16-17-XXX
PROJECT NAME: Summerlea at Avondale
CIP # WM4464 Rev1

GH Smith Construction, Inc

Item No.	Description	Qty.	Unit	Unit Price	Amount
1	Mobilization	1	LS	\$ 5,000.00	\$ 5,000.00
2	Saw cut and remove asphalt pavement including valley gutter (on south west side)	24	TN	\$ 500.00	\$ 12,000.00
3	Remove disturbed subgrade as directed by SCDOT	10	TN	\$ 300.00	\$ 3,000.00
4	Select backfill	200	TN	\$ 25.00	\$ 5,000.00
5	Crusher run	48	TN	\$ 100.00	\$ 4,800.00
5	Flowable Fill over 6" water main repair	12	CY	\$ 200.00	\$ 2,400.00
6	2" of Intermediate B and 1 3/4" of Surface C asphalt pavement per SCDOT to include valley gutter (on south west side)	8	TN	\$ 800.00	\$ 6,400.00
7	Double 4" Thermoplastic pavement markings	216	LF	\$ 12.00	\$ 2,592.00
8	Restoration	1	LS	\$ 5,000.00	\$ 5,000.00
9	Traffic control	1	LS	\$ 8,000.00	\$ 8,000.00
SUBMIT THE ELECTRONIC COPY TO blgable@columbia.sc.net				TOTAL BID AMOUNT	\$ 54,192.00

LAD

BID FORM

BID 0X-16-17-XXX

PROJECT NAME: Summerlea at Avondale

CIP # WM4464 Rev1

Item No.	Description	Qty.	Unit	Unit Price	Amount
1	Mobilization	1	LS	\$ 10,000.00	\$ 10,000.00
2	Saw cut and remove asphalt pavement including valley gutter (on south west side)	24	TN	\$ 225.00	\$ 5,400.00
3	Remove disturbed subgrade as directed by SCDOT	10	TN	\$ 200.00	\$ 2,000.00
4	Select backfill	200	TN	\$ 30.00	\$ 6,000.00
5	Crusher run	48	TN	\$ 80.00	\$ 3,840.00
5	Flowable Fill over 6" water main repair	12	CY	\$ 250.00	\$ 3,000.00
6	2" of Intermediate B and 1 3/4" of Surface C asphalt pavement per SCDOT to include valley gutter (on south west side)	8	TN	\$ 1,500.00	\$ 12,000.00
7	Double 4" Thermoplastic pavement markings	216	LF	\$ 15.00	\$ 3,240.00
8	Restoration	1	LS	\$ 4,500.00	\$ 4,500.00
9	Traffic control	1	LS	\$ 5,000.00	\$ 5,000.00
SUBMIT THE ELECTRONIC COPY TO blgable@columbia.sc.net			TOTAL BID AMOUNT \$ 54,980.00		

BID FORM
BID OX-16-17-XXX
PROJECT NAME: Summerlee at Avondale
CIP # WM4464
Analysis

Item No.	Description	Qty.	Unit	Engineer's Estimate		NAPM		GIS		LAD		CTB	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Mobilization	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 4,500.00	\$ 4,500.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00
2	Saw cut and remove asphalt pavement including valley gutter (on south west side)	24	TN	\$ 100.00	\$ 2,400.00	\$ 100.00	\$ 2,400.00	\$500.00	\$12,000.00	\$275.00	\$5,400.00	\$100.00	\$2,400.00
3	Remove disturbed subgrade as directed by SCDOT	10	TN	\$ 75.00	\$ 750.00	\$ 95.00	\$ 950.00	\$300.00	\$3,000.00	\$200.00	\$2,000.00	\$25.00	\$250.00
4	Select backfill	200	TN	\$ 175.00	\$ 35,000.00	\$ 20.00	\$ 4,000.00	\$25.00	\$5,000.00	\$30.00	\$6,000.00	\$20.00	\$4,000.00
5	Crusher run	48	TN	\$ 275.00	\$ 13,200.00	\$ 120.00	\$ 5,760.00	\$100.00	\$4,800.00	\$80.00	\$3,840.00	\$85.00	\$4,080.00
5	Flowable Fill over 6" water main repair	12	CY	\$ 200.00	\$ 2,400.00	\$ 375.00	\$ 4,500.00	\$200.00	\$2,400.00	\$250.00	\$3,000.00	\$100.00	\$1,200.00
6	2" of Intermediate B and 1 3/4" of Surface C asphalt pavement per SCDOT to include valley gutter (on south west side)	8	TN	\$ 250.00	\$ 2,000.00	\$ 875.00	\$ 7,000.00	\$800.00	\$6,400.00	\$1,500.00	\$12,000.00	\$600.00	\$4,800.00
7	Double 4" Thermoplastic pavement markings	216	LF	\$ 50.00	\$ 10,800.00	\$ 15.00	\$ 3,240.00	\$12.00	\$2,592.00	\$15.00	\$3,240.00	\$20.00	\$4,320.00
8	Restoration	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00	\$5,000.00	\$5,000.00	\$4,500.00	\$4,500.00	\$12,470.00	\$12,470.00
9	Traffic control	1	LS	\$ 7,500.00	\$ 7,500.00	\$ 2,500.00	\$ 2,500.00	\$8,000.00	\$8,000.00	\$5,000.00	\$5,000.00	\$8,000.00	\$8,000.00
SUBTOTAL					\$ 89,050.00		\$ 37,350.00		\$ 54,192.00		\$ 54,980.00		\$ 56,470.00
CONTINGENCY					\$ 17,810.00		\$ 7,470.00		\$ 10,838.40		\$ 10,996.00		\$ 11,294.00
TOTAL BID AMOUNT					\$ 106,860.00		\$ 44,820.00		\$ 65,030.40		\$ 65,976.00		\$ 67,764.00

H 192410

JUSTIFICATION FOR EMERGENCY PROCUREMENT

Based upon the following determination, the proposed procurement action described below is being procured pursuant to the authority of Section 1.17 of the City of Columbia Procurement Regulation and the 1976 South Carolina Code of Laws.

This governmental body proposes to procure _

Contractual services associated with the repair of a 12" cast iron pipe (CIP) waterline near the Village at Sandhills along Clemson Road and also at the intersection of Rhame Road and Clemson Road. Proposed repair includes repair of northbound asphalt lanes impacted by the break.

The break has created unsafe conditions for drivers traveling in the northbound lane of Clemson Road. The northbound lane is currently closed and only one lane is open in the northbound direction. Due to the volume of vehicles that use this route on a daily basis, SCDOT has requested we immediately repair the lanes and restore traffic. Failure to make repair will also jeopardize the integrity of Clemson Road.(1)

as an emergency procurement from G.H. Smith for a cost of \$ 570,896.70 which includes a 10% contingency funded from 5511706-638500 .(2)

The basis for this emergency determination and the reason no other vendor is suitable is:

Failure to move quickly with required repairs will further jeopardize public safety and increase the possibility of damaging the integrity of 12" waterline and roadway. Four contractors were invited to propose their prices. These four contractors are very familiar with working with the City's water system and are familiar with city specification and standards for waterline repair. G.H. Smith is the lowest responsible responsive contractor and is available to start work immediately and has the most knowledge of this line. (3)

8/17/18
Date

Dana Higgins
Department Head

8/17/18
Date

C. C. S.
Assistant City Manager

8/17/18
Date

John Stuyt
Purchasing Agent

8/18/18
Date

CFO or Authorized Designee

Date

Notes: (1) Enter description of goods or services to be procured.
(2) Enter name of emergency contractor.
(3) Enter the determination and basis for emergency procurement.
REV. 4/1/2015

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Higgins, Anita S

From: David, Carri M
Sent: Monday, August 20, 2018 11:21 AM
To: Higgins, Anita S
Subject: FW: Clemson Road Emergency

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

From: Palen, Jeffery M
Sent: Friday, August 17, 2018 4:48 PM
To: Wright, Sandra A <Sandra.Wright@columbiasc.gov>
Cc: David, Carri M <Carri.David@columbiasc.gov>; Bowdry, Vasthi L (LaTrelle) <Vasthi.Bowdry@columbiasc.gov>; Lizewski, Shannon <Shannon.Spivey@columbiasc.gov>; Higgins, Dana R <Dana.Higgins@columbiasc.gov>; Shealy, Clint E <Clint.Shealy@columbiasc.gov>; Jaco, Joey D <Joey.Jaco@columbiasc.gov>
Subject: Re: Clemson Road Emergency

By way of email, consider this my approval. If I have left someone out, please include.

JEFF Palen

Sent from my iPhone

> On Aug 17, 2018, at 4:11 PM, Wright, Sandra A <Sandra.Wright@columbiasc.gov> wrote:

>

> Hi Jeff, Latrelle is scanning this emergency procurement document now and will forward it to you. If you have not already left, please sign the first page and send that page back to us. If you have left, we will send to Missy G. Thanks. SAW

>

> From: Higgins, Dana R
 > Sent: Friday, August 17, 2018 3:03 PM
 > To: Wright, Sandra A
 > Cc: Shealy, Clint E; Jaco, Joey D; Bolling, Andrea R; Porter, Toby J; Gable, Bennie L
 > Subject: Clemson Road Emergency

>

> Hi Sandra – please find the emergency procurement form and bids attached. We are asking to move forward with G.H. Smith. Thanks!

>

> [ColWater-EmailImage]

>

> Dana R. Higgins, PE, LEED AP
 > Director of Engineering
 > Columbia Water
 > Department of Engineering
 > PO Box 147 | Columbia, SC 29217
 > Dana.Higgins@ColumbiaSC.Gov<<mailto:DRHiggins@ColumbiaSC.Net>>
 > Phone: (803) 545-3285
 > Cell: (803) 351-2386
 > [ColumbiaSCWater.Net](http://www.columbiascwater.net/)<<http://www.columbiascwater.net/>>

> ColumbiaSC.Net<<http://www.columbiasc.net/>>

>

>

>

> <ClemsonRhame.pdf>

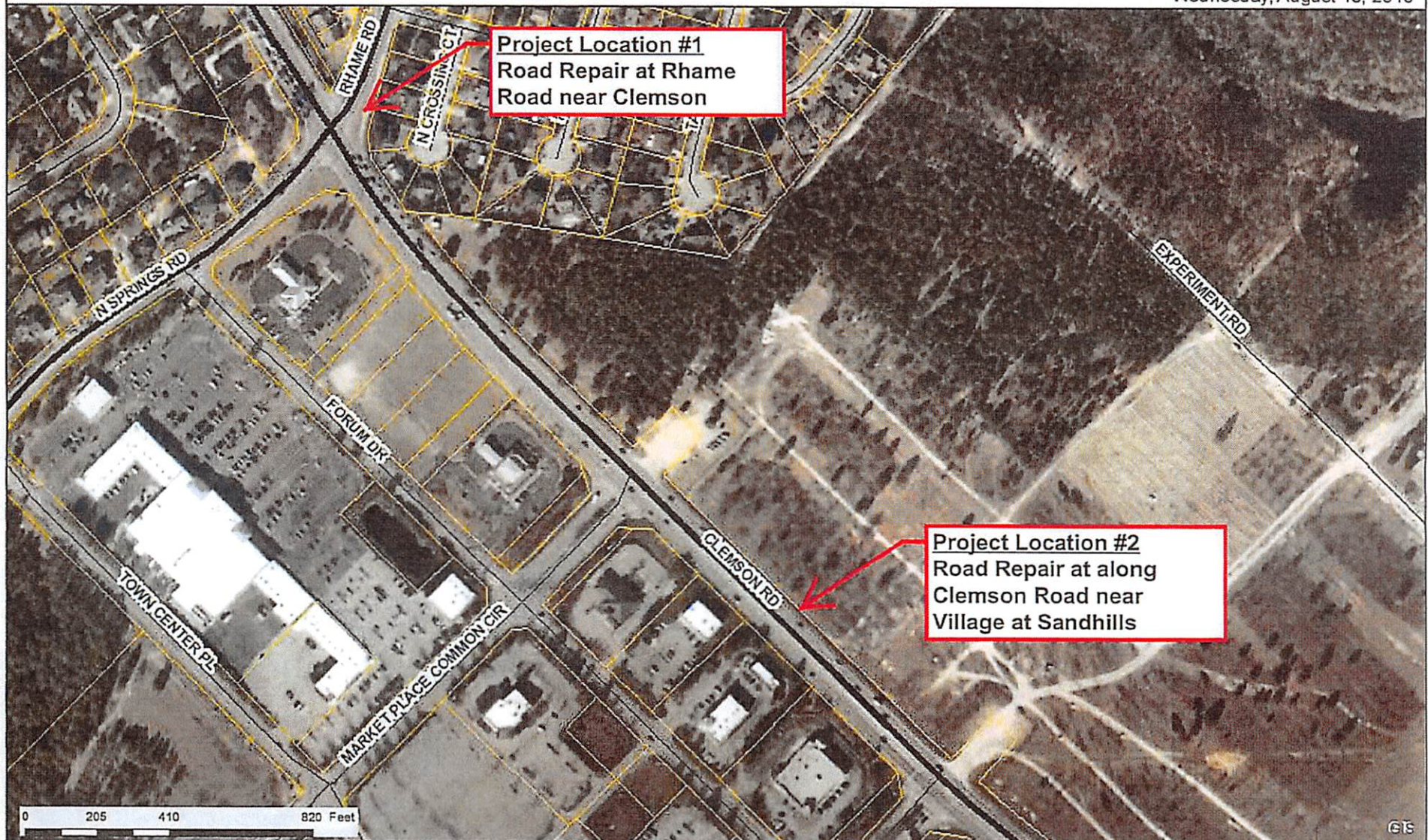
> <image001.jpg>

City of Columbia

WM4470 Clemson Road Pavement Repair



Wednesday, August 15, 2018



CITY OF COLUMBIA GIS DATA DISCLAIMER

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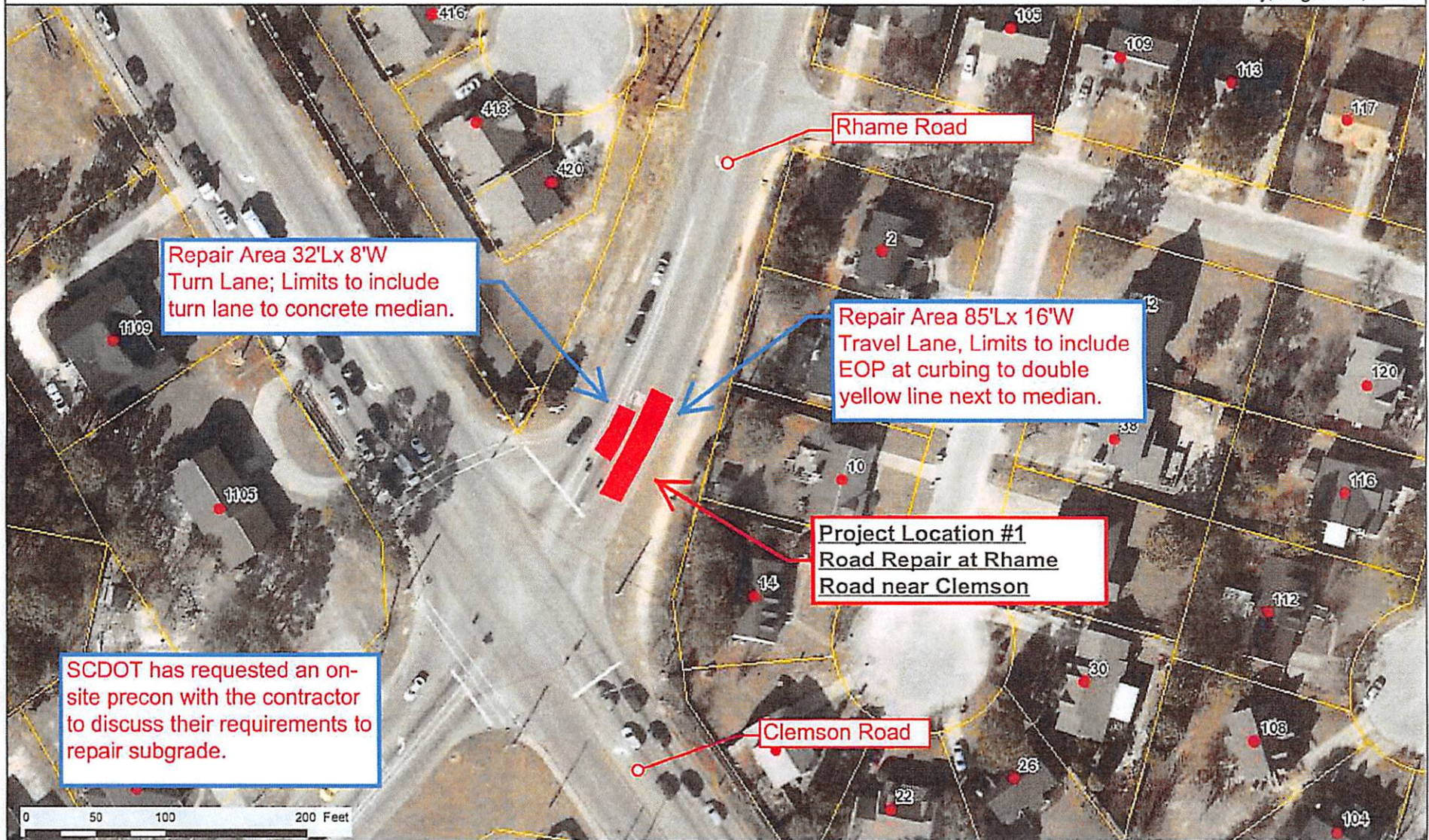


City of Columbia

WM4470 Rhame Road @ Clemson Road Repair



Wednesday, August 15, 2018



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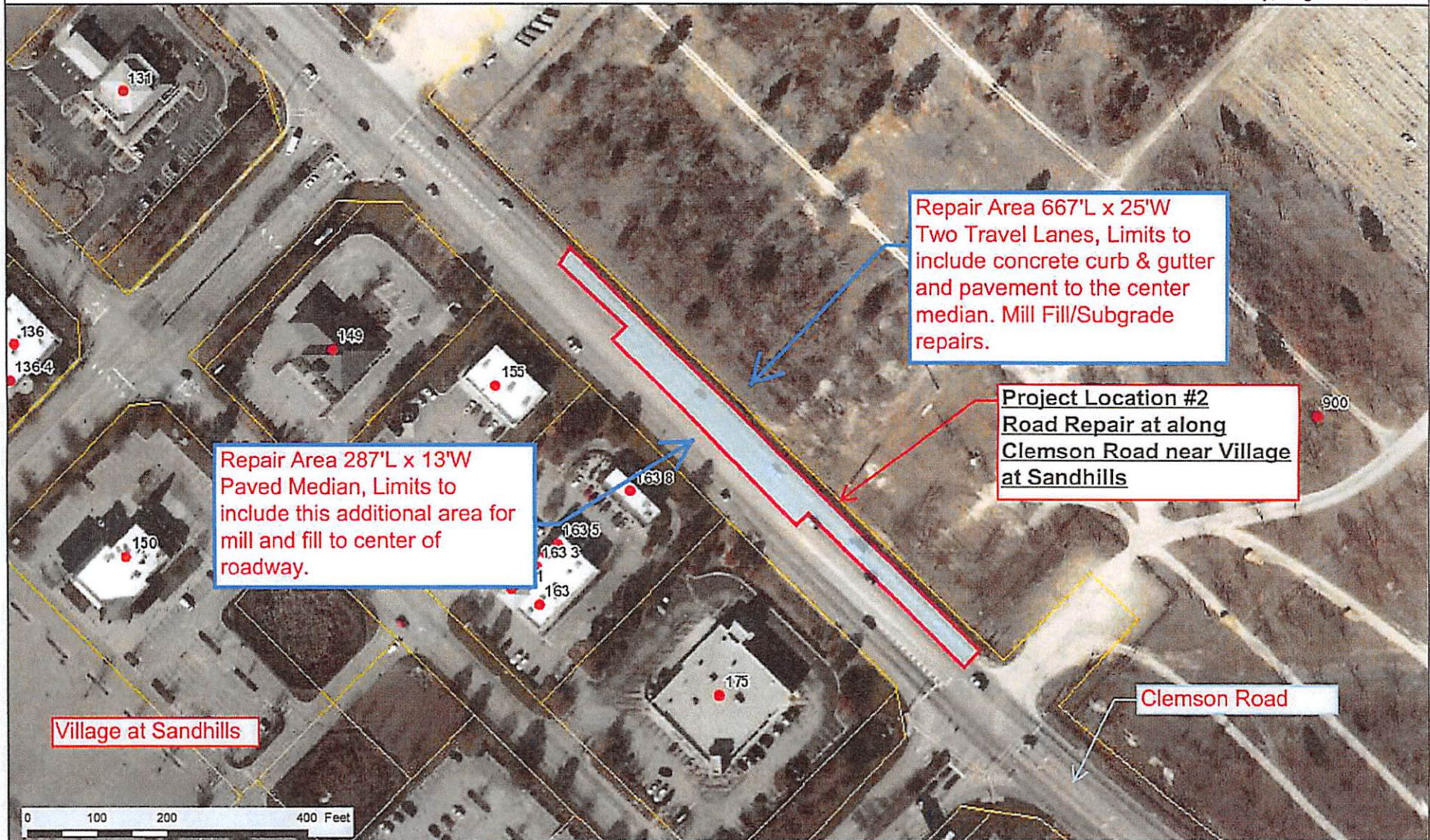


City of Columbia

WM4470 Clemson Road Pavement Repair



Wednesday, August 15, 2018



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G. H. Smith Construction, Inc.

430 Shuler Court

Columbia, SC 29212-8020

BID FORM

BID 0X-18-19-XXX

PROJECT NAME: Clemson Road WM Break Road Repair

CIP # WM4470

August 16, 2018 (Revised 8/17/2018)

Road Repair on Rhame Road at Clemson Road (Priority 1st Repair)					
Item No.	Description	Qty.	Unit	Unit Price	Amount
1	Mobilization	1	LS	15,000. ⁰⁰	\$ 15,000. ⁰⁰
2	Saw cut and remove asphalt pavement, where required by SCDOT (Contractor to be paid by tickets provided to City's Inspector)	88	TN	40. ⁰⁰	\$ 3,520. ⁰⁰
3	Remove disturbed subgrade as directed by SCDOT (12" min.)	210	TN	30. ⁰⁰	\$ 6,300. ⁰⁰
4	Crusher Run (GABC) 12" min. per SCDOT	210	TN	60. ⁰⁰	\$ 12,600. ⁰⁰
5	Replace Asphalt, 6" Black Base, 2" Intermediate Type C, 2" Surface Type C to match existing (Contractor to be paid by tickets provided to City's Inspector)	88	TN	280. ⁰⁰	\$ 24,640. ⁰⁰
6	Repair E16" Stub Out. To include, replacing plug, thrust block, remove valve box and fill with concrete	1	LS	10,000. ⁰⁰	\$ 10,000. ⁰⁰
7	Raised Concrete Median 32'x3' (per SCDOT inspection)	32	LF	100. ⁰⁰	\$ 3,200. ⁰⁰
8	Restoration	1	LS	5000. ⁰⁰	\$ 5,000. ⁰⁰
9	Traffic control. SCDOT Requires 35mph speed zone notification through work zone.	1	LS	15,000. ⁰⁰	\$ 15,000. ⁰⁰
SUBMIT THE ELECTRONIC COPY TO tjporter@columbia.sc.net				TOTAL BID AMOUNT	\$ 95,260. ⁰⁰

Road Repair on Clemson Road Near Village at Sandhills (2nd Repair)					
Item No.	Description	Qty.	Unit	Unit Price	Amount
1	Saw cut and remove asphalt pavement (10"), where required by SCDOT (Contractor to be paid by tickets provided to City's Inspector)	1284	TN	31.00	\$ 39,804. ⁰⁰
2	Remove Existing Concrete Curb & Gutter (Contractor to be paid by tickets provided to City's Inspector)	667	LF	13.00	\$ 8,671. ⁰⁰
3	Remove disturbed subgrade as directed by SCDOT	1400	TN	20.00	\$ 28,000. ⁰⁰
4	Remove and Reinstall of Catch Basin Lids for SCDOT Inspection or work is performed	1	LS	3,000. ⁰⁰	\$ 3,000. ⁰⁰
5	Retrofit Storm Drain along Clemson Road per SCDOT Inspection. (Allowance Item) To include but not limited to cleaning boxes, throats, walls, lids. May include repairs to the storm drain line upon inspection.	1	Allowance Item	\$ 20,000.00	\$ 20,000.00
6	Select backfill	34	TN	75.00	\$ 2,550. ⁰⁰
7	Crusher Run (GABC) 12" min. per SCDOT	1400	TN	40.00	\$ 56,000. ⁰⁰
8	Replace Asphalt, 6" Black Base, 2" Intermediate Type C, 2" Surface Type C to match existing (Contractor to be paid by tickets provided to City's Inspector)	1284	TN	138. ⁰⁰	\$ 177,192. ⁰⁰
9	Install Concrete Curb & Gutter, Standard Barrier to match existing	667	LF	40. ⁰⁰	\$ 26,680. ⁰⁰
10	Install Thermoplastic Stripping 4" White and 4" Double Yellow, per SCDOT Standards	667	LF	20. ⁰⁰	\$ 13,340. ⁰⁰
11	Erosion Control, Inlet Protection at Catch Basins	1	LS	5000. ⁰⁰	\$ 5,000. ⁰⁰
12	SCDOT Signal Loop Repair	1	LS	11,000. ⁰⁰	\$ 11,000. ⁰⁰
13	Restoration	1	LS	7500. ⁰⁰	\$ 7,500. ⁰⁰
14	Traffic control. SCDOT Requires 35mph speed zone notification through work zone.	1	LS	25,000. ⁰⁰	\$ 25,000. ⁰⁰
SUBMIT THE ELECTRONIC COPY TO tjporter@columbia.sc.net				TOTAL BID AMOUNT	\$ 423,737. ⁰⁰

Jerry Smith 803-622-5139

BID FORM
BID 0X-18-19-XXX
PROJECT NAME: Clemson Road WM Break Road Repair
CIP # WM4470

August 16, 2018 (Revised 8/17/2018)

Road Repair on Rhame Road at Clemson Road (Priority 1st Repair)					
Item No.	Description	Qty.	Unit	Unit Price	Amount
1	Mobilization	1	LS	\$ 20,000.00	\$ 20,000.00
2	Saw cut and remove asphalt pavement, where required by SCDOT (Contractor to be paid by tickets provided to City's Inspector)	88	TN	\$ 50.00	\$ 4,400.00
3	Remove disturbed subgrade as directed by SCDOT (12" min.)	210	TN	\$ 15.00	\$ 3,150.00
4	Crusher Run (GABC) 12" min. per SCDOT	210	TN	\$ 20.00	\$ 4,200.00
5	Replace Asphalt, 6" Black Base, 2" Intermediate Type C, 2" Surface Type C to match existing (Contractor to be paid by tickets provided to City's Inspector)	88	TN	\$ 350.00	\$ 30,800.00
6	Repair E16" Stub Out. To include, replacing plug, thrust block, remove valve box and fill with concrete	1	LS	\$ 20,000.00	\$ 20,000.00
7	Raised Concrete Median 32"x3' (per SCDOT inspection)	32	LF	\$ 59.00	\$ 1,888.00
8	Restoration	1	LS	\$ 5,000.00	\$ 5,000.00
9	Traffic control. SCDOT Requires 35mph speed zone notification through work zone.	1	LS	\$ 15,000.00	\$ 15,000.00
SUBMIT THE ELECTRONIC COPY TO tporter@columbia.sc.net			TOTAL BID AMOUNT \$ 104,438.00		

Road Repair on Clemson Road Near Village at Sandhills (2nd Repair)					
Item No.	Description	Qty.	Unit	Unit Price	Amount
1	Saw cut and remove asphalt pavement (10"), where required by SCDOT (Contractor to be paid by tickets provided to City's Inspector)	1284	TN	\$ 30.00	\$ 38,520.00
2	Remove Existing Concrete Curb & Gutter (Contractor to be paid by tickets provided to City's Inspector)	667	LF	\$ 20.00	\$ 13,340.00
3	Remove disturbed subgrade as directed by SCDOT	1400	TN	\$ 10.00	\$ 14,000.00
4	Remove and Reinstall of Catch Basin Lids for SCDOT Inspection or work is performed	1	LS	\$ 2,500.00	\$ 2,500.00
5	Retrofit Storm Drain along Clemson Road per SCDOT Inspection. (Allowance Item) To include but not limited to cleaning boxes, throats, walls, lids. May include repairs to the storm drain line upon inspection.	1	LS	\$ 20,000.00	\$ 20,000.00
6	Select backfill	34	TN	\$ 80.00	\$ 2,720.00
7	Crusher Run (GABC) 12" min. per SCDOT	1400	TN	\$ 20.00	\$ 28,000.00
8	Replace Asphalt, 6" Black Base, 2" Intermediate Type C, 2" Surface Type C to match existing (Contractor to be paid by tickets provided to City's Inspector)	1284	TN	\$ 300.00	\$ 385,200.00
9	Install Concrete Curb & Gutter, Standard Barrier to match existing	667	LF	\$ 30.00	\$ 20,010.00
10	Install Thermoplastic Striping 4" White and 4" Double Yellow, per SCDOT Standards	667	LF	\$ 9.00	\$ 6,003.00
11	Erosion Control, Inlet Protection at Catch Basins	1	LS	\$ 3,000.00	\$ 3,000.00
12	SCDOT Signal Loop Repair	1	LS	\$ 3,500.00	\$ 3,500.00
13	Restoration	1	LS	\$ 10,000.00	\$ 10,000.00
14	Traffic control. SCDOT Requires 35mph speed zone notification through work zone.	1	LS	\$ 20,000.00	\$ 20,000.00
SUBMIT THE ELECTRONIC COPY TO tporter@columbia.sc.net			TOTAL BID AMOUNT \$ 566,793.00		

Bid From:
CAROLINA JAP & BORE INC.
Richard Jap

Addendum NOTED # 1 8-17-2018

BID FORM
BID 0X-18-19-XXX
PROJECT NAME: Clemson Road WM Break Road Repair
CIP # WM4470
August 16, 2018 (Revised 8/17/2018)

Road Repair on Rhame Road at Clemson Road (Priority 1st Repair)					
Item No.	Description	Qty.	Unit	Unit Price	Amount
1	Mobilization	1	LS	30,000.00	\$ 30,000.-
2	Saw cut and remove asphalt pavement, where required by SCDOT (Contractor to be paid by tickets provided to City's Inspector)	88	TN	100.00	\$ 8,800.-
3	Remove disturbed subgrade as directed by SCDOT (12" min.)	210	TN	25.00	\$ 5,250.-
4	Crusher Run (GABC) 12" min. per SCDOT	210	TN	25.00	\$ 5,250.-
5	Replace Asphalt, 6" Black Base, 2" Intermediate Type C, 2" Surface Type C to match existing (Contractor to be paid by tickets provided to City's Inspector)	88	TN	300.00	\$ 26,400.-
6	Repair E16" Stub Out. To include, replacing plug, thrust block, remove valve box and fill with concrete	1	LS	20,000.00	\$ 20,000.-
7	Raised Concrete Median 32'x3' (per SCDOT inspection)	32	LF	50.00	\$ 1,600.-
8	Restoration	1	LS	10,000.00	\$ 10,000.-
9	Traffic control. SCDOT Requires 35mph speed zone notification through work zone.	1	LS	8,200.00	\$ 8,200.-
SUBMIT THE ELECTRONIC COPY TO tjporter@columbia.sc.net				TOTAL BID AMOUNT	\$ 115,500.-

Road Repair on Clemson Road Near Village at Sandhills (2nd Repair)					
Item No.	Description	Qty.	Unit	Unit Price	Amount
1	Saw cut and remove asphalt pavement (10"), where required by SCDOT (Contractor to be paid by tickets provided to City's Inspector)	1284	TN	75.00	\$ 96,300.-
2	Remove Existing Concrete Curb & Gutter (Contractor to be paid by tickets provided to City's Inspector)	667	LF	40.00	\$ 26,680.-
3	Remove disturbed subgrade as directed by SCDOT	1400	TN	25.00	\$ 35,000.-
4	Remove and Reinstall of Catch Basin Lids for SCDOT Inspection or work is performed	1	LS	500.00	\$ 500.-
5	Retrofit Storm Drain along Clemson Road per SCDOT Inspection. (Allowance Item) To include but not limited to cleaning boxes, throats, walls, lids. May include repairs to the storm drain line upon inspection.	1	Allowance Item	\$ 20,000.00	\$ 20,000.00
6	Select backfill	34	TN	100.00	\$ 3,400.-
7	Crusher Run (GABC) 12" min. per SCDOT	1400	TN	25.00	\$ 35,000.-
8	Replace Asphalt, 6" Black Base, 2" Intermediate Type C, 2" Surface Type C to match existing (Contractor to be paid by tickets provided to City's Inspector)	1284	TN	225.00	\$ 288,900.-
9	Install Concrete Curb & Gutter, Standard Barrier to match existing	667	LF	58.00	\$ 38,686.-
10	Install Thermoplastic Stripping 4" White and 4" Double Yellow, per SCDOT Standards	667	LF	10.00	\$ 6,670.-
11	Erosion Control, Inlet Protection at Catch Basins	1	LS	1000.00	\$ 1,000.-
12	SCDOT Signal Loop Repair	1	LS	5000.00	\$ 5,000.-
13	Restoration	1	LS	10,000.00	\$ 10,000.-
14	Traffic control. SCDOT Requires 35mph speed zone notification through work zone.	1	LS	10,000.00	\$ 10,000.-
SUBMIT THE ELECTRONIC COPY TO tjporter@columbia.sc.net				TOTAL BID AMOUNT	\$ 577,136.-

LAD CONSTRUCTION, LLC

G120662

Paul T. Jr.

TED BLACKWELL, PRESIDENT

BID FORM

BID 0X-18-19-XXX

PROJECT NAME: Clemson Road WM Break Road Repair

CIP # WM4470

August 16, 2018 (Revised 8/17/2018)

Road Repair on Rhame Road at Clemson Road (Priority 1st Repair)					
Item No.	Description	Qty.	Unit	Unit Price	Amount
1	Mobilization	1	LS	37,500.00	\$ 37,500.00
2	Saw cut and remove asphalt pavement, where required by SCDOT (Contractor to be paid by tickets provided to City's Inspector)	88	TN	300.00	\$ 26,400.00
3	Remove disturbed subgrade as directed by SCDOT (12" min.)	210	TN	50.00	\$ 10,500.00
4	Crusher Run (GABC) 12" min. per SCDOT	210	TN	60.00	\$ 12,600.00
5	Replace Asphalt, 6" Black Base, 2" Intermediate Type C, 2" Surface Type C to match existing (Contractor to be paid by tickets provided to City's Inspector)	88	TN	300.00	\$ 26,400.00
6	Repair E16" Stub Out. To include, replacing plug, thrust block, remove valve box and fill with concrete	1	LS	15,000.00	\$ 15,000.00
7	Raised Concrete Median 32'x3' (per SCDOT inspection)	32	LF	250.00	\$ 8,000.00
8	Restoration	1	LS	10,000.00	\$ 10,000.00
9	Traffic control. SCDOT Requires 35mph speed zone notification through work zone.	1	LS	30,000.00	\$ 30,000.00
SUBMIT THE ELECTRONIC COPY TO tjporter@columbia.sc.net				TOTAL BID AMOUNT	\$ 176,400.00

Road Repair on Clemson Road Near Village at Sandhills (2nd Repair)					
Item No.	Description	Qty.	Unit	Unit Price	Amount
1	Saw cut and remove asphalt pavement (10"), where required by SCDOT (Contractor to be paid by tickets provided to City's Inspector)	1284	TN	60.00	\$ 77,040.00
2	Remove Existing Concrete Curb & Gutter (Contractor to be paid by tickets provided to City's Inspector)	667	LF	25.00	\$ 16,675.00
3	Remove disturbed subgrade as directed by SCDOT	1400	TN	50.00	\$ 70,000.00
4	Remove and Reinstall of Catch Basin Lids for SCDOT Inspection or work is performed	1	LS	10,000.00	\$ 10,000.00
5	Retrofit Storm Drain along Clemson Road per SCDOT Inspection. (Allowance Item) To include but not limited to cleaning boxes, throats, walls, lids. May include repairs to the storm drain line upon inspection.	1	Allowance Item	\$ 20,000.00	\$ 20,000.00
6	Select backfill	34	TN	300.00	\$ 10,200.00
7	Crusher Run (GABC) 12" min. per SCDOT	1400	TN	60.00	\$ 84,000.00
8	Replace Asphalt, 6" Black Base, 2" Intermediate Type C, 2" Surface Type C to match existing (Contractor to be paid by tickets provided to City's Inspector)	1284	TN	200.00	\$ 256,800.00
9	Install Concrete Curb & Gutter, Standard Barrier to match existing	667	LF	50.00	\$ 33,350.00
10	Install Thermoplastic Stripping 4" White and 4" Double Yellow, per SCDOT Standards	667	LF	30.00	\$ 20,010.00
11	Erosion Control, Inlet Protection at Catch Basins	1	LS	7500.00	\$ 7,500.00
12	SCDOT Signal Loop Repair	1	LS	10,000.00	\$ 10,000.00
13	Restoration	1	LS	10,000.00	\$ 10,000.00
14	Traffic control. SCDOT Requires 35mph speed zone notification through work zone.	1	LS	60,000.00	\$ 60,000.00
SUBMIT THE ELECTRONIC COPY TO tjporter@columbia.sc.net				TOTAL BID AMOUNT	\$ 685,575.00

TOTAL BID = \$ 861,975.00

JUSTIFICATION FOR
Requisition# R191789
EMERGENCY PROCUREMENT

Based upon the following determination, the proposed procurement action described below is being procured pursuant to the authority of Section 1.17 of the City of Columbia Procurement Regulation and the 1976 South Carolina Code of Laws.

This governmental body proposes to procure contractual services to remove and replace
asphalt near 3023 Montgomery Ave and Walnut Street, within the SCOT area driveway. The road was damaged due to a (1) motorist's truck on July 20, 2018.

The damage to the roadway is impeding property owners from accessing their homes by car.

as an emergency procurement from G.H. Smith Construction, Inc. for a total cost of
\$48,250 funded from 551-1700-638300. This total includes a 20% contingency over the (2) contractor's bid of \$38,540.

The basis for this emergency determination and the reason no other vendor is suitable is:

failure to move quickly with the required repairs could further jeopardize the integrity of the road, poses
a life and safety risk, and continue to impede property owners from accessing their homes. (3)

Four contractors were contacted and invited to an on-site meeting. Three attended, with all
providing bids. G.H. Smith Construction is the lowest responsive bid and is able to begin work immediately.

7/30/2018

Date

Amounts 46,250

Diana Higgins
Signature of Department Head

8/23/18
Date

APR 18
Signature of Purchasing Agent

7/23/2018
Date

[Signature]
Signature of Finance Director

8/30/18
Date

[Signature]
Signature of Asst. City Manager

8/30/18
Date

[Signature]
Signature of City Manager

8/31/2018
Date

*Form must be routed in
the order of the signatures*

Notes: (1) Enter description of goods or services to be procured.
(2) Enter name of emergency contractor.
(3) Enter the determination and basis for emergency procurement.

Rev 05/14/18

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.

JUSTIFICATION FOR
Requisition# R191799
EMERGENCY PROCUREMENT

Based upon the following determination, the proposed procurement action described below is being procured pursuant to the authority of Section 1.17 of the City of Columbia Procurement Regulation and the 1976 South Carolina Code of Laws.

This governmental body proposes to procure contractual services to remove and replace
asphalt near 3120 Montgomery Ave and Wanda Street, within the SCDOT right-of-way. The road was damaged due to a 12" waterline break on July 20, 2018. ⁽¹⁾

The damage to the roadway is impeding property owners from accessing their homes by car.

as an emergency procurement from G.H. Smith Construction, Inc. for a total cost of
\$46,250 funded from 551-1706-638300. This total includes a 20% contingency over the contractor's bid of \$38,540. ⁽²⁾

The basis for this emergency determination and the reason no other vendor is suitable is:

failure to move quickly with the required repairs could further jeopardize the integrity of the road, poses
a life and safety risk, and continue to impede property owners from accessing their homes. ⁽³⁾

Four contractors were contacted and invited to an on-site meeting. Three attended, with all
providing bids. G.H. Smith Construction is the lowest responsive bid and is able to begin work immediately.

7/30/2018

Date

Amount \$ 46,250

Dana Higgins
Signature of Department Head

8/23/18
Date

[Signature]
Signature of Purchasing Agent

8/23/2018
Date

[Signature]
Signature of Finance Director

8/30/18
Date

Signature of Asst. City Manager

Date

Signature of City Manager

Date

* Form must be routed in
the order of the signatures *

Notes: (1) Enter description of goods or services to be procured.
(2) Enter name of emergency contractor.
(3) Enter the determination and basis for emergency procurement.

Rev 05/14/18

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.

JUSTIFICATION FOR
Requisition# R191799
EMERGENCY PROCUREMENT

Based upon the following determination, the proposed procurement action described below is being procured pursuant to the authority of Section 1.17 of the City of Columbia Procurement Regulation and the 1976 South Carolina Code of Laws.

This governmental body proposes to procure contractual services to remove and replace
asphalt near 3120 Montgomery Ave and Wando Street, within the SCDOT right-of-way. The road was damaged due to a 12" waterline break on July 20, 2018.⁽¹⁾

The damage to the roadway is impeding property owners from accessing their homes by car.

as an emergency procurement from G.H. Smith Construction, Inc. for a total cost of
\$46,250 funded from 551-1706-638300. This total includes a 20% contingency over the contractor's bid of \$38,540.⁽²⁾

The basis for this emergency determination and the reason no other vendor is suitable is:

failure to move quickly with the required repairs could further jeopardize the integrity of the road, poses
a life and safety risk, and continue to impede property owners from accessing their homes.⁽³⁾

Four contractors were contacted and invited to an on-site meeting. Three attended, with all
providing bids. G.H. Smith Construction is the lowest responsive bid and is able to begin work immediately.

7/30/2018

Date

Amount\$ 46,250

Dana Higgins
Signature of Department Head

8/23/18
Date

[Signature]
Signature of Purchasing Agent

8/23/2018
Date

***Form must be routed in
the order of the signatures***

Signature of Finance Director

Date

Signature of Asst. City Manager

Date

Signature of City Manager

Date

Notes: (1) Enter description of goods or services to be procured.

(2) Enter name of emergency contractor.

(3) Enter the determination and basis for emergency procurement.

Rev 05/14/18

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.

BID FORM
BID 0X-18-19-XXX
PROJECT NAME: 3120 Montgomery Ave at Wando Street Road Repair
CIP # WM4469
July 25, 2018

Item No.	Description	Qty.	Unit	Unit Price	Amount	GH SMITH		NAPM		CTB			
						Unit Price	Amount	Unit Price	Amount	Unit Price	Amount		
1	Mobilization	1	LS	\$ 8,000.00	\$ 8,000.00	\$ 2,000.00	\$ 2,000.00	\$4,500.00	\$4,500.00	\$5,000.00	\$5,000.00		
2	Saw cut and remove asphalt pavement including valley gutter (South side of road)	16	TN	\$ 400.00	\$ 6,400.00	\$ 250.00	\$ 4,000.00	\$85.00	\$1,360.00	\$200.00	\$3,200.00		
3	Remove disturbed subgrade as directed by SCDOT	87	TN	\$ 100.00	\$ 8,700.00	\$ 100.00	\$ 8,700.00	\$20.00	\$1,740.00	\$50.00	\$4,350.00		
4	Select backfill	34	TN	\$ 50.00	\$ 1,700.00	\$ 30.00	\$ 1,020.00	\$20.00	\$680.00	\$200.00	\$6,800.00		
5	Crusher run	50	TN	\$ 130.00	\$ 6,500.00	\$ 80.00	\$ 4,000.00	\$120.00	\$6,000.00	\$85.00	\$4,250.00		
6	Flowable Fill over 12" water main repair	9	CY	\$ 200.00	\$ 1,800.00	\$ 180.00	\$ 1,620.00	\$350.00	\$3,150.00	\$150.00	\$1,350.00		
7	2" of Intermediate B and 1 3/4" of Surface C asphalt pavement per SCDOT to include valley gutter	22	TN	\$ 900.00	\$ 19,800.00	\$ 600.00	\$ 13,200.00	\$850.00	\$18,700.00	\$400.00	\$8,800.00		
8	Restoration	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 3,000.00	\$ 3,000.00	\$1,500.00	\$1,500.00	\$3,000.00	\$3,000.00		
9	Traffic control	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 1,000.00	\$ 1,000.00	\$1,500.00	\$1,500.00	\$3,000.00	\$3,000.00		
SUBMIT THE ELECTRONIC COPY TO tjporter@columbia.sc.net				TOTAL BID AMOUNT		\$ 60,400.00							
							\$ 38,540.00		\$39,130.00		\$39,750.00		
							#REF!		#REF!		#REF!		

BID FORM
 BID 0X-18-19-XXX
 PROJECT NAME: 3120 Montgomery Ave at Wando Street Road Repair
 CIP # WM4469
 July 25, 2018

Item No.	Description	Qty.	Unit	Unit Price	Amount
1	Mobilization	1	LS	\$ 8,000.00	\$ 8,000.00
2	Saw cut and remove asphalt pavement including valley gutter (South side of road)	16	TN	\$ 400.00	\$ 6,400.00
3	Remove disturbed subgrade as directed by SCDOT	87	TN	\$ 100.00	\$ 8,700.00
4	Select backfill	34	TN	\$ 50.00	\$ 1,700.00
5	Crusher run	50	TN	\$ 130.00	\$ 6,500.00
6	Flowable Fill over 12" water main repair	9	CY	\$ 200.00	\$ 1,800.00
7	2" of Intermediate B and 1 3/4" of Surface C asphalt pavement per SCDOT to include valley gutter	22	TN	\$ 900.00	\$ 19,800.00
8	Restoration	1	LS	\$ 2,500.00	\$ 2,500.00
9	Traffic control	1	LS	\$ 5,000.00	\$ 5,000.00
SUBMIT THE ELECTRONIC COPY TO tjporter@columbia sc.net			TOTAL BID AMOUNT \$ 60,400.00		

Engineer Estimate

G. H. Smith Construction, Inc.

430 Shuler Court

Columbia, SC 29212-8020

BID FORM

BID 0X-18-19-XXX

PROJECT NAME: 3120 Montgomery Ave at Wando Street Road Repair

CIP # WM4469

Item No.	Description	Qty.	Unit	Unit Price	Amount
1	Mobilization	1	LS	2,000.00	\$ 2000.00
2	Saw cut and remove asphalt pavement including valley gutter (South side of road)	16	TN	250.00	\$ 4000.00
3	Remove disturbed subgrade as directed by SCDOT	87	TN	100.00	\$ 8,700.00
4	Select backfill	34	TN	30.00	\$ 1,020.00
5	Crusher run	50	TN	80.00	\$ 4000.00
6	Flowable Fill over 12" water main repair	9	CY	180.00	\$ 1620.00
7	2" of Intermediate B and 1 3/4" of Surface C asphalt pavement per SCDOT to include valley gutter	22	TN	600.00	\$ 13,200.00
8	Restoration	1	LS	3000.00	\$ 3000.00
9	Traffic control	1	LS	1000.00	\$ 1000.00
SUBMIT THE ELECTRONIC COPY TO tjporter@columbia.sc.net				TOTAL BID AMOUNT \$ # 38,540.00	

G. H. Smith Construction, Inc.

430 Shuler Court

Columbia, SC 29212-8020

Submitted by: NAPM, Inc.

BID FORM

BID OX-18-19-XXX

PROJECT NAME: 3120 Montgomery Ave at Wando Street Road Repair CIP # WM4469

Item No.	Description	Qty.	Unit	Unit Price	Amount
1	Mobilization	1	LS	\$ 4,500.00	\$ 4,500.00
2	Saw cut and remove asphalt pavement including valley gutter (South side of road)	16	TN	\$ 85.00	\$ 1,360.00
3	Remove disturbed subgrade as directed by SCDOT	87	TN	\$ 20.00	\$ 1,740.00
4	Select backfill	34	TN	\$ 20.00	\$ 680.00
5	Crusher run	50	TN	\$ 120.00	\$ 6,000.00
6	Flowable Fill over 12" water main repair	9	CY	\$ 350.00	\$ 3,150.00
7	2" of Intermediate B and 1 3/4" of Surface C asphalt pavement per SCDOT to include valley gutter	22	TN	\$ 850.00	\$ 18,700.00
8	Restoration	1	LS	\$ 1,500.00	\$ 1,500.00
9	Traffic control	1	LS	\$ 1,500.00	\$ 1,500.00
SUBMIT THE ELECTRONIC COPY TO tjporter@columbia sc.net				TOTAL BID AMOUNT	\$ 39,130.00

BID FORM BID 0X-18-19-XXX PROJECT NAME: 3120 Montgomery Ave at Wando Street Road Repair CIP # WM4469

Item No.	Description	Qty.	Unit	Unit Price	Amount
1	Mobilization	1	LS	5000.00	\$ 5000 -00
2	Saw cut and remove asphalt pavement including valley gutter (South side of road)	16	TN	200.00	\$ 3200 -00
3	Remove disturbed subgrade as directed by SCDOT	87	TN	50.00	\$ 4350 -00
4	Select backfill	34	TN	200.00	\$ 6800 -00
5	Crusher run	50	TN	85.00	\$4250 -00
6	Flowable Fill over 12" water main repair	9	CY	150.00	\$1350 -00
7	2" of Intermediate B and 1 3/4" of Surface C asphalt pavement per SCDOT to include valley gutter	22	TN	400.00	\$ 8800 -00
8	Restoration	1	LS	3000.00	\$ 3000 -00
9	Traffic control	1	LS	3000.00	\$ 3000 -00
SUBMIT THE ELECTRONIC COPY TO tjporter@columbia.sc.net			TOTAL BID AMOUNT		39750 -00

Carolina Tap & Bore Bid 7/25/2018

JUSTIFICATION FOR EMERGENCY PROCUREMENT

Based upon the following determination, the proposed procurement action described below is being procured pursuant to the authority of Section 1.17 of the City of Columbia Procurement Regulation and the 1976 South Carolina Code of Laws.

This governmental body proposes to procure contractual services for the replacement of an existing fifteen feet deep 8" sewer main and two sewer manholes at the intersection of Main Street and College Street.

On 8-7-2018 at 10:45 the sewer main at the intersection of Main Street and College Street experience a sanitary sewer overflow due to a collapsed sewer main. It was determined by staff's investigation following the SSO that the main was collapsed under the travel way and was in need of emergency repair. Wastewater Maintenance has placed steel plates to protect the roadway from collapse and is monitoring the system daily until the repair is scheduled.

as an emergency procurement from LAD Corporation of West Columbia in the amount of \$326,177.50 (296,525.00 + \$29,652.50 Contingency). See attached quote.

The basis for this emergency determination and the reason no other vendor is suitable is:

Columbia Water determined this pipe replacement to be considered an emergency due to the high possibility of voids beneath the existing roadway due to the collapsed sewer pipe. Failure to make this repair under an emergency status would result in further deterioration of the gravity system that will result in additional SSOs, loss of sewer service, and possible roadway collapse.

Columbia Water has obtain quotes from a group of local contractors with experience and knowledge of the City's infrastructure. Two estimates were received and LAD Corporation of West Columbia was selected to perform the emergency repairs.

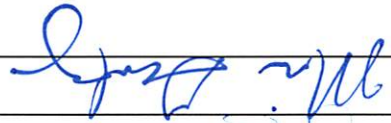
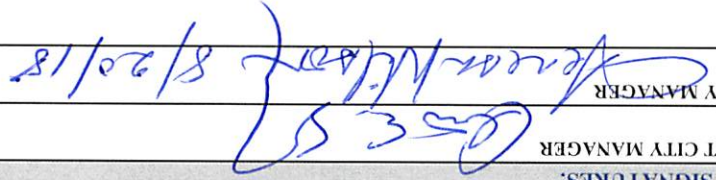
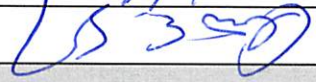
8-15-18
Date
John Thigp

<u><i>[Signature]</i></u>	<u>8.15.2018</u>
Department Head	Date
<u><i>[Signature]</i></u>	<u>8/16/18</u>
Assistant City Manager	Date
<u><i>[Signature]</i></u>	<u>8/16/18</u>
Purchasing Agent	Date
<u><i>[Signature]</i></u>	<u>8/22/18</u>
CFO or Authorized Designee	Date

- Notes: (1) Enter description of goods or services to be procured.
 (2) Enter name of emergency contractor.
 (3) Enter the determination and basis for emergency procurement.

REV. 4/1/2015

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.

 DIVISION MANAGER		 CITY MANAGER
 DEPARTMENT MANAGER		 ASST CITY MANAGER
AUTHORIZED SIGNATURES:		

BUDGET YEAR		OBJECT CODE	FUND	DIVISION	PROJECT	CURRENT BUDGET	REVISED BUDGET	INCREASE (DECREASE)
18/19	658650	552	9999	SS749301	\$ -	\$ -	\$ 326,177.50	\$ 326,177.50
			9999				\$ -	
			9999				\$ -	
			9999				\$ -	
					TOTALS:	\$ -		\$ 326,177.50
EXPLANATION								
SS749301 - Emergency Sewer Project at Main Street and College Street plus contingency.								

THIS SECTION TO BE COMPLETED BY DEPARTMENT		
AMOUNT	FUNDING SOURCE	DESCRIPTION OF FUNDING SOURCE
\$ 326,177.50	SS728801	Unforeseen & Miscellaneous Projects
REVENUE BUDGET CONTROL - identifies source of funding		
EXPENDITURE BUDGET CONTROL - creates capital project line item budget		

THIS SECTION TO BE COMPLETED BY DEPARTMENT TO ADD OR ADJUST A PROJECT				
DEPARTMENT NAME	DIVISION NAME	Wastewater Maintenance	DATE	NEW PROJECT?
Engineering			8/15/2018	Yes
PROJECT NAME	Emergency Sewer Project at Main Street and College Street		PROJECT TYPE	Capital
	SS749301			
PROJECT ID	MANAGER NAME			
	John Riggs			

CITY OF COLUMBIA - APPROVED PROJECT



We Are Columbia

CONTRACT DOCUMENTS AND SPECIFICATIONS

SS7493

Emergency Sewer Project at Main Street and College Street

SANITARY SEWER PROJECT

CONTRACTOR: LAD CORPORATION OF WEST COLUMBIA
ADDRESS: 221 MARTIN NEESE ROAD SWANSEA, SC 29160
CONTRACTOR'S LICENSE NUMBER: G 12926



CITY OF COLUMBIA
DEPARTMENT OF UTILITY OPERATIONS
P.O. BOX 147
COLUMBIA, SC 29217

TABLE OF CONTENTS

CIP Project #: SS7493

Emergency Sewer Repair at Main Street and College Street

DIVISION 0 – FRONT END DOCUMENTS

Cover Page

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Project Location Map

Instructions to Bidders – Part 14 (City of Columbia website)

Construction Quote Form

Non Collusion Affidavit

Performance - Payment Bond

Special Provisions

General Specifications – Part 15 (City of Columbia website)

Specifications for Sanitary Sewer Construction – Part 17 (City of Columbia website)

DIVISION 1.2 – TECHNICAL SPECIFICATIONS

01010 Summary of Work

02605 Precast Concrete Manholes

02733 Post-Rehabilitation Sanitary Sewer CCTV Inspection

02767 Sanitary Sewer Flow Control

APPENDIX A

Sewer Repair Plan – Intersection of Main Street and College Street

City File P285 College St and Main St (Water Intersection)

City File 13-117 College St Sewer Profile

City File 13-109 Main St Sewer Profile

Gas Map

City File 176-20(R-1)

General Area Sewer Map

Asphalt Pavement Repair Detail

Inside Drop Manhole Detail

Additional SSMH Information at Assembly and College (1)

Additional SSMH Information at Assembly and College (2)

CONSTRUCTION QUOTE FORM
SS7493 - Emergency Sewer Repair at Main St and College St

Item	Description	Unit	Estimated Quantities	Unit Price	Extension
1	Mobilization/Demobilization	LS	1	\$ 25,000.00	\$ 25,000.00 -
2	SCDOT Approved Traffic Control and Pedestrian Control	LS	1	\$ 30,000.00	\$ 30,000.00 -
3	Erosion Prevention and Sediment Control	LS	1	\$ 10,000.00	\$ 10,000.00 -
4	Install 8-inch SDR21 PVC Pipe (12'-14' Deep)	LF	40	\$ 1,000.00	\$ 40,000.00 -
5	New 5-ft Diameter Precast Concrete Manhole with Ring and Cover (Includes connections to existing piping for each MH location)	EA	2	\$ 17,000.00	\$ 34,000.00 -
6	Inside Drop Connection	VF	7	\$ 500.00	\$ 3,500.00 -
7	Trench Backfill (57 Stone)	CY	325	\$ 65.00	\$ 21,125.00 -
8	SCDOT Flowable Fill 200 PSI (Excavatable)	CY	130	\$ 250.00	\$ 32,500.00 -
9	Remove Existing Asphalt Pavement and Replace with SCDOT Intermediate Binder Type "B" (Trench Width + 1' Overlap Each Side)	SY	180	\$ 100.00	\$ 18,000.00 -
10	SCDOT Surface Type "C" Overlay (1.5")	SY	180	\$ 30.00	\$ 5,400.00 -
11	Post CCTV Sewer Line	LF	40	\$ 50.00	\$ 2,000.00 -
12	Bypass Pumping	LS	1	\$ 75,000.00	\$ 75,000.00 -
				TOTAL BASE QUOTE AMOUNT	\$ 296,525.00

Contractor shall also submit a detailed construction schedule with submitted quote package.



Linder A. Hurt, President

Requisition# R192802 JUSTIFICATION FOR
EMERGENCY PROCUREMENT

Based upon the following determination, the proposed procurement action described below is being procured pursuant to the authority of Section 1.17 of the City of Columbia Procurement Regulation and the 1976 South Carolina Code of Laws.

This governmental body proposes to procure Emergency Evaluation of
(1)

Police HQ Building Front Column

as an emergency procurement from Chao and Associates Inc
(2)

The basis for this emergency determination and the reason no other vendor is suitable is:

The column became detached and was leaning at the
(3)

front entrance. It had to be removed before it fell on
someone.

09/05/2018
Date

Amount \$ 17,000.00

[Signature]
Signature of Department Head

9/6/18 CES
Date

Shannon L. [Signature]
Signature of Purchasing Agent

9/13/18
Date

[Signature]
Signature of Finance Director

9/17/18
Date

[Signature]
Signature of City Manager

9/20/18
Date

* Form must be routed in
the order of the signatures*

Notes: (1) Enter description of goods or services to be procured.
(2) Enter name of emergency contractor.
(3) Enter the determination and basis for emergency procurement.

REV. 06/24/16

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.



August 28, 2018

Mr. Kelvin Keisler
Support Services Administrator
City of Columbia
1924 Calhoun Street
Columbia, SC 29201

Re. Fee Proposal for Police HQ Building Front Column Emergency Evaluation

Dear Mr. Keisler:

It is an honor to have this opportunity to submit the fee proposal for the above referenced project.

SCOPE OF SERVICE

Our Structural Engineering services include providing A) a cursory, visual site evaluation of the concerned front column. B) Emergency removal of the failed column (including crane and rigging crew). C) Measurements of the existing structural elements and creating a sketch as required pertain to reinstall the front column. D) Repair design of column support base. E) Construction Administration including RFI coordination and construction observations.

Architectural, M.E.P engineering services, existing structure reinforcing design (if required) are not included in our scope of services.

FEE

We propose to perform the service at a lump sum basis. The proposed engineering fee for the scope of service is \$16,800 (Sixteen Thousand, Eight Hundred Dollars). All direct expenses, such as printing, mileage, etc. will be invoiced at a 1.10 multiplier. The estimated direct expense is \$200. We will invoice you at the completion of the project.

PROJECT SCHEDULE

We will complete the project in a timely manner after receiving the authorization.

7 Clusters Court, Columbia, South Carolina 29210 TEL: (803) 772-8420 FAX: (803) 772-8120 EMAIL: consult@chaoinc.com



DELIVERABLE

We will deliver one set of repair construction drawings.

BONUS

Chao and Associates is a certified Minority Business Enterprises by City of Columbia, Governor's Office. Chao is also a certified Local Business Enterprises (LBE) by City of Columbia. This status can help City to demonstrate their goodwill in engaging minority and local business in their contract.

Please advise us if you have any question. We look forward to working on this interesting project.

Sincerely,

Chao and Associates, Inc.



T. David Chao, PE, LEED AP
Director of Structural Engineering





We Are Columbia

MEETING DATE: October 16, 2018

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve a Contract for Project WM3993; Water System Improvements on Covenant Road and Harrison Road, as requested by Columbia Water. Award to Carolina Tap & Bore, Inc., in an amount not to exceed \$2,667,270.00, which includes a \$200,000.00 contingency. This firm is located in West Columbia, SC.

PURPOSE: This is a Mentor Protégé Program Project. The Mentor, Carolina Tap & Bore, Inc., will provide services at 46% (\$1,147,270.00) of the total contract value. Northeast Backflow of Lugoff, SC is the Protégé and will provide piping installation services at 25% (\$620,000) of the total contract value.

The following sub-contractors/suppliers will provide additional services/materials:

Fortiline Waterworks of Lexington, SC will provide materials services at 26% (\$650,000) of the contract value.

AOS Specialty Contractors of Lexington, SC will provide services at 2% (\$50,000) of the contract value.

REQUISITION NO.: R182688

FINANCIAL IMPACT: Funding Source: 552999-WM399301-658650. The original budgeted amount is \$2,667,270.00.

ORIGINAL BUDGET: \$2,667,270.00

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

There were seven (7) responsive and responsible bids received for this project.

The construction time allocated for this project is three hundred and sixty-five (365) consecutive calendar days to substantial completion from the commencement date as defined in the Notice to Proceed (NTP) with an additional thirty-five (35) consecutive calendar days to final completion for a total construction time of four hundred (400) consecutive calendar days from the commencement date as defined in the (NTP).

Base Bid	\$ 2,467,270.00
Contingency	\$ 200,000.00
Total (Not to Exceed)	\$ 2,667,270.00

ATTACHMENTS:

- **#a:** Contract from Legal 001-18-19-BF (PDF)
- **#b:** Bid Tabulation for Covenant & Harrison Road (PDF)
- **#c:** Engineer's Recommendation BID #001-18-19-BF Covenant & Harrison Road (WM3993) (PDF)
- **#d:** Approved Implementation Plan (PDF)
- **#e:** Site Location Map (PDF)

CONTRACT

City of Columbia, South Carolina

WM3993

Covenant & Harrison Road Area Water Service Improvements

Bid #001-18-19-BF

This Contract is made by and between City of Columbia, South Carolina, hereinafter called Owner, and Carolina Tap & Bore with legal address and principal place of business at 2430 Morningside Drive, West Columbia, SC 29169, hereinafter called Contractor. Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

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

ARTICLE 2. ENGINEER.

2.1 The Project has been designed by City of Columbia.

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be three hundred sixty-five (365) consecutive calendar days from the said date of commencement as defined in the Notice to Proceed (NTP) to substantial completion and an additional thirty-five (35) consecutive calendar days to final completion for a total construction time of four hundred (400) consecutive calendar days from the commencement date as defined in the Notice to Proceed (NTP).

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

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents in current funds at the contract price agreed upon in the Contractor's Bid Form attached to this Contract which establishes the contract price as Two Million, Four Hundred Sixty-Seven Thousand, Two Hundred Seventy Dollars and Zero Cents (\$2,467,270.00).

ARTICLE 5. APPLICATIONS FOR PAYMENT

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

City of Columbia, SC
8/07/2017

Contract
Section 00500 - 1

ARTICLE 6. PROGRESS AND FINAL PAYMENTS

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

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

ARTICLE 7. LIQUIDATED DAMAGES

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

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

ARTICLE 8. ASSURANCE

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

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

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

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 Invitation To Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Part 15 "General Specifications", Part 16" Specifications for Water Distribution System, Materials and Construction", Part 20 "Specifications for Sodding, Fertilizing, and Seeding", Location Map, Measurement and Payment, SCDOT Encroachment Permit, SCDOT Approved Time Extension, DHEC Permit Water, SCDHEC Stormwater Permit, COC Stormwater Permit, the Mentor Protégé Program (MPP) Policy, and the Local Business Enterprise (LBE) Program.

9.2.7 Special Provisions.

9.2.8 Drawings, numbered C1 through C20, inclusive and dated 5/30/2017.

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

ARTICLE 10. MISCELLANEOUS

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

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

City of Columbia, SC
8/07/2017

Contract
Section 00500 - 3

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

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

This Contract shall become effective on _____, 20__.

Contractor
Carolina Tap & Bag, Inc.

BY

(CORPORATE SEAL)

Attest

Michelle S. Cannon

Address for giving notices:

2430 Morningside Dr.
W. Columbia, SC 29169

Date: _____

Owner

City of Columbia, SC

BY

Teresa Wilson, City Manager

(CORPORATE SEAL)

Attest

Address for giving notices:

Department of Procurements and Contracts

1800 Main Street, 2nd Floor

Columbia, SC 29201

Date: _____

APPROVED AS TO FORM

Quinn
Legal Department City of Columbia, SC

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

Bid Request Number	BID #001-18-19-BF Addendum 1	Organization
Title	Covenant & Harrison Road Area Water System Improvements	Bid Creator
Description	Pre-Bid Meeting is scheduled for Wednesday, August 22, 2018 at 1:00 PM (EST) in the 2nd floor corridor	Email
Bid Type	IFBs	Phone
Open Date	8/8/2018 01:27:07 PM (ET)	Fax
Close Date	8/30/2018 01:00:00 PM (ET)	

Responding Suppliers

Name	City	State	Response Submitted	Lines Responded	Response Total
Carolina Tap & Bore, Inc.	West Columbia	SC	8/30/2018 12:58:19 PM (ET)	1	\$2,467,270.00
LAD Construction, LLC	Swansea	SC	8/30/2018 12:40:16 PM (ET)	1	\$3,176,085.00
G H Smith Construction, Inc	Columbia	SC	8/30/2018 10:52:45 AM (ET)	1	\$3,439,950.00
Stutts & Williams, LLC	Lexington	SC	8/30/2018 12:41:05 PM (ET)	1	\$3,558,263.50
Shady Grove Construction, LLC	Irmo	SC	8/30/2018 12:41:57 PM (ET)	1	\$4,175,154.16
North American Pipeline Management	Marietta	GA	8/30/2018 11:18:16 AM (ET)	1	\$4,991,815.00
mcclam & associates inc	little mountain	SC	8/30/2018 12:31:18 PM (ET)	1	\$5,112,855.60

City of Columbia, SC
Brenda L Faison Bid Coordinator
blfaison@columbiasc.net

Moore, Erika

From: Shaw, Jason
Sent: Thursday, September 06, 2018 8:38 AM
To: Faison, Brenda L
Cc: Porth, Gary B
Subject: RE: BID #001-18-19-BF Covenant & Harrison Road Area Water System Improvements (WM3993)

Brenda:

After reviewing the bid analysis for WM3993 (Covenant & Harrison Road Area Water System Improvements), the apparent low bidder is Carolina Tap & Bore in the amount of \$2,467,270.00. . It is recommended that City Council accept the proposed bid and a \$200,000.00 contingency for a total cost of \$2,667,270.00. Please let me know if you have any questions or need additional information.

Thanks,

Jason



Jason A. Shaw, PE
Water Engineer

Columbia Water
 Utility Operations

PO Box 147 | Columbia, SC 29217

Jason.Shaw@columbiasc.gov

Phone: (803) 545-3287

Cell: (803) 528-7677

Fax: (803) 988-8199

ColumbiaSCWater.Net

ColumbiaSC.Net

From: Faison, Brenda L
Sent: Tuesday, September 04, 2018 4:48 PM
To: Shaw, Jason
Cc: Porth, Gary B
Subject: BID #001-18-19-BF Covenant & Harrison Road Area Water System Improvements (WM3993)
Importance: High

Good afternoon,

Attached is the Bid Tabulation and Bid Analysis for BID #001-18-19-BF Covenant & Harrison Road Area System Improvements (WM3993) for your review and approval. The apparent low responsive bidder was Carolina Tap & Bore at \$2,467,270.00. The flat rate contingency of \$200,000.00 brings the total bid amount at **\$2,667,270.00.**

I have sent the Business Information Record (BIR) and the Mentor Protégé Plan (MPP) documentations to the Compliance Department for their review as well.

Thank you.

Brenda

Brenda Faison

Bid Coordinator
Department of Procurement & Contracts
1800 Main Street, 2nd Fl #210
Columbia, SC 29201
(803) 545-3474 Office
(803) 758-1013 Fax
Brenda.Faison@columbiasc.gov



CITY OF COLUMBIA

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

MENTOR PROTÉGÉ PROGRAM Implementation Plan

Date: 8/30/2018

Project Number: WM3993

Mentor: Carolina Tap & Bore, Inc.

Project Name: Covenant & Harrison Road W

Protégé: Northeast Backflow

Duration of the Project: 365 Substant. Day

Project Contract Amount: 2,467,270.00

Protégé Amount: 620,000.00

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

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

Both parties will provide manpower, equipment and purchase materials. The work will be segmented such that the mentor will be completely responsible for the piping installation in total along certain streets and the protégé will be completely responsible for the piping installation along his certain streets. Traffic control items will be provided by the Mentor for use by both

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

Obtaining a project from the city allows the parties to work together in a real world application. The protégés personal have the opportunity to work with city inspectors and have the assistance from well conditioned field people. The protégé will purchase materials which will provide the opportunity to increase their creditworthiness. The protégé will gain experience in

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

The mentor and protégé team leaders will meet to discuss the portioning of the work; the identification, scheduling and purchasing of materials; payment planning and applications; equipment and personnel requirements; and establish date sensitive goals.



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

Mentor:

The mentor will provide a skilled superintendent who is experienced in pipe installation.

Protégé:

The Protege will provide a the equipment & personnel to complete the task.

Subcontractors:

Special Arrangements:

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

a. Description of Mentor's responsibilities:

The mentor will provide the bonding; accomplish his portion of the work; provide office and field guidance to the protégé; purchase materials; and make payment applications to the city.

b. Description of Protégé's responsibilities on project:

The protégé will accomplish his portion of the work; purchase materials; Invoice Carolina Tap and Bore for work achieved;

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

Clean up, asphalt restoration and traffic control

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



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

The lead field men will meet weekly to discuss the work to be accomplished and any specific requirements need to accomplish those goals. The team leaders will converse as needed to ensure that materials and equipment are available to maintain the work flow.

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

Obviously a primary goal was met by obtaining a project which provides work for the companies and their personnel. The protégé will improve his credit worthiness and knowledge of purchasing materials while gaining field experience for the protégés people. As projects are won & completed the Protege's reputation be enhanced.

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

The mentor and protégé team leaders meet monthly to discuss payment applications; progress; problems; etc

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

Typically the protégé will invoice for the work that he has accomplished and the materials that he has purchased on a monthly basis. His billing will be included with the mentor's billing to the city. The funds will be distributed upon receipt from the city.



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

Subcontractor's Name	Telephone	Address	Who will they report to?	Contract Amount	MPP, MBE, WBE, SBE	Percentage of Contract
Fortline Waterworks	359-7213	221 Laurel Road	Richard Young	\$650,000.0		26%
AOS Specialty Contra	730-6908	1225 Two Notch Rd	Richard Young	\$50,000.00	WBE	2%

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

Protégé Contract Value: \$620,000.00
Percentage of Contract: 25% (Minimum of 20% of total contract amount is required)



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

MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

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

EXECUTED by Carolina Tap & Bore, (Mentor Firm) this 30 day of August 2018.
Corporate SEAL

By: Richard Young
Title: President

ATTEST:

By: Melba Cannon
Title: Corporate Secretary

EXECUTED by NorthEast Backflow (Protégé Firm) this 30 day of August 2018.
Corporate SEAL

By: Tony Currell
Title: J.P.

ATTEST:

By: Kristal M. Young
Title: Administrative Assistant

RECOMMENDED FOR APPROVAL:

EXECUTED by the Department of Utilities & Engineering, Compliance Division on this 5th day of September, 2018.

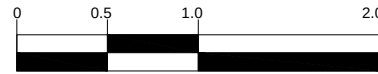
By: Ayesha Driggers
Title: Compliance Administrator

**WATER MAIN IMPROVEMENTS
COVENANT ROAD AND HARRISON ROAD AREA
FOR THE CITY OF COLUMBIA (WM3993)
RICHLAND COUNTY, SOUTH CAROLINA
SITE LOCATION MAP**

+/- 7.5 Acres



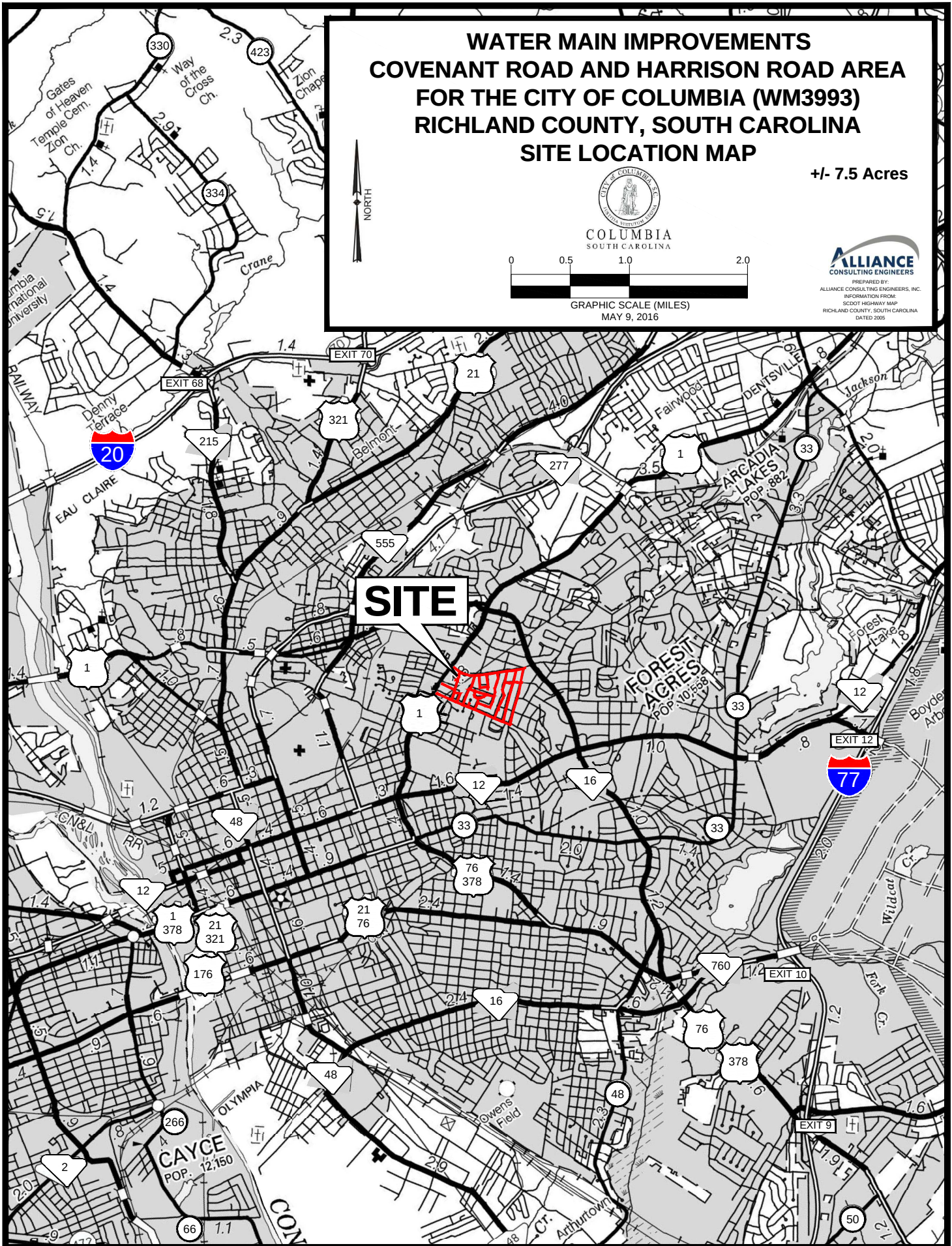
COLUMBIA
SOUTH CAROLINA



GRAPHIC SCALE (MILES)
MAY 9, 2016

ALLIANCE
CONSULTING ENGINEERS

PREPARED BY:
ALLIANCE CONSULTING ENGINEERS, INC.
INFORMATION FROM:
SCDOT HIGHWAY MAP
RICHLAND COUNTY, SOUTH CAROLINA
DATED 2005





We Are Columbia

MEETING DATE: October 16, 2018

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2018-052 - Granting an encroachment to Ashish Thakkar and Rita Thakkar for installation and maintenance of landscaping and an irrigation system within the right of way areas of the 2000 block of Gervais Street and 1100 block of Harden Street adjacent to 2020 Gervais Street, Richland County TMS #11406-12-04

PURPOSE: First reading approval was given on October 2, 2018.

FINANCIAL IMPACT:

STRATEGIC GOALS: Collaborate and partner with entities, Foster a healthy quality of life, Grow opportunities for entrepreneurship

ATTACHMENTS:

- **#a:** 2018-052 encroach 2020 Gervais Street (PDF)

HISTORY:

10/02/18

Columbia City Council

APPROVED ON FIRST READING

ORDINANCE NO.: 2018-052

Granting an encroachment to Ashish Thakkar and Rita Thakkar for installation and maintenance of landscaping and an irrigation system within the right of way areas of the 2000 block of Gervais Street and 1100 block of Harden Street adjacent to 2020 Gervais Street, Richland County TMS #11406-12-04

WHEREAS, Ashia Thakkar and Rita Thakkar (hereinafter "Grantees") desire to utilize a portion of the right of way areas of the 2000 block of Gervais Street and 1100 block of Harden Street for installation and maintenance of landscaping and an irrigation system adjacent to their building at 2020 Gervais Street, Richland County TMS #11406-12-04, as shown on the attached drawing; and,

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

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ___ day of _____, 2018, that the grantees are hereby granted the right to use the right of way areas of the 2000 block of Gervais Street and 1100 block of Harden Street for installation and maintenance of landscaping and an irrigation system adjacent to their building at 2020 Gervais Street, Richland County TMS #11406-12-04, as shown on the attached drawing.

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

PROVIDED FURTHER that the privilege granted hereby is subject to the Grantee complying with the following conditions, restrictions or limitations:

1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.
2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained.
3. Landscaping shall be maintained by the property owner.
4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.
5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle.
6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes.
7. All trees shall be protected and no large tree roots shall be removed from any existing trees.

PROVIDED FURTHER that the privilege granted hereby may be modified or terminated by Columbia City Council at any time without notice to the Grantee, his successors and assigns.

PROVIDED FURTHER that a certificate of insurance be issued as evidence of general liability insurance with at least the minimum amount of \$600,000.00 for personal injury and property damage and naming the City as an insured, be provided to and filed annually with the City Clerk by Grantee, his successors and

assigns, as required by Chapter 11, Licenses, Permits, Business Regulations, Article III, Contractors, Sec. 11-71, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER ORDAINED that Grantee, in consideration of the above privilege, shall at his expense provide for protection and relocation of all utilities that might be within this area to the satisfaction of the City Manager.

Requested by:

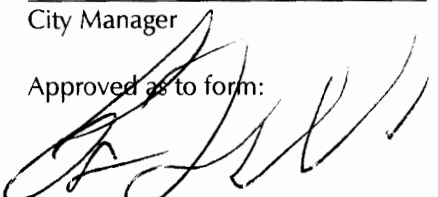
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:



Assistant City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

**CITY COUNCIL
ENCROACHMENT SUMMARY
2018-052**



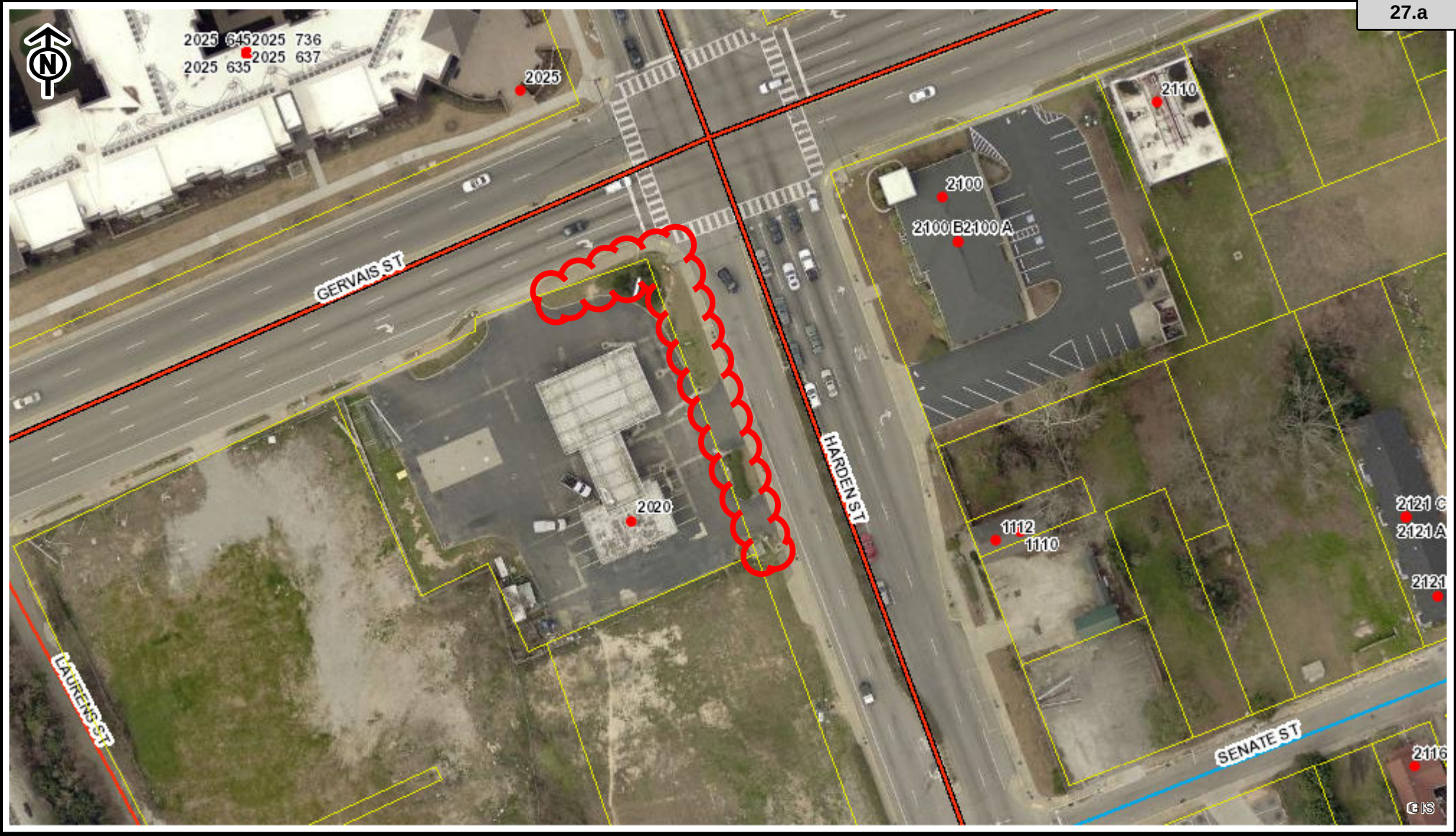
**2000 BLOCK OF GERVAIS STREET AND 1100 BLOCK OF HARDEN STREET
ADJACENT TO 2020 GERVAIS STREET
LANDSCAPING AND IRRIGATION
ONE STOP SHELL**

Subject Property:	Right-of-ways adjacent to 2020 Gervais Street, TMS#11406-12-04
Council District:	2
Proposal:	The applicant is requesting to encroachment for installation and maintenance of landscaping and an irrigation system
Applicant:	Shri Asha Puri, LLC
Staff Recommendation:	Approval

Detail:	The applicant is requesting to an encroachment for the installation and maintenance of landscaping and irrigation, as shown on the attached drawings. Conditions of the proposed encroachment are as follows: 1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard. 2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained. 3. Landscaping to be maintained by property owner. 4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets. 5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle. 6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes. 7. All trees shall be protected and no large tree roots shall be removed from any existing trees.
----------------	--

CITY AGENCY COMMENTS FOR ENCROACHMENT	
Planning & Development Services	Recommend approval. Staff would prefer ground cover in lieu of sod.
Streets	Recommend approval.
Utilities and Engineering	Recommend approval.
Traffic Engineering	Recommend approval.
Forestry	Recommend approval.
Land Development	Recommend approval.

Fire	Recommend approval.
Parking Services	Recommend approval.



2020 Gervais Street City of Columbia

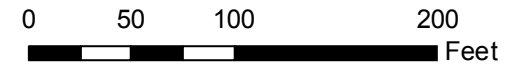
This map was prepared using
the City GIS Viewer:

City of Columbia - GIS Division
Thursday, August 9, 2018



- | | |
|--------------------------|--------------------------------|
| ● Address Point | — Private |
| □ Tax Parcel | — University of South Carolina |
| Street Ownership | |
| — City of Columbia | — Working |
| Street Centerline | |
| — State | — Interstates |
| — County | — Major Streets |
| — Federal | — Streets |

- | | |
|------------|---------------|
| — Railroad | Red: Band_1 |
| | Green: Band_2 |
| | Blue: Band_3 |



CITY OF COLUMBIA GIS DATA DISCLAIMER:

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

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

27.a

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

Please complete and submit this form along with photographs and drawings or site plan drawn to scale (including a 8-1/2 x11) to Johnathan Chambers by e-mail at jechambers@columbiasc.net; fax at 803-255-8935; or mail to Johnathan Chambers, Development Services, POB 147 Columbia, SC 29217, for preparation of an encroachment ordinance. Copies to City departments should be directed to the contact person for that department as shown below.

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

Date: 11 June 2018 Property Owner: Ashish & Rita Thakkar

Business Name/Applicant's Name if different than owner: _____

Contact Information: Telephone Number: 803-318-3969 Fax Number: _____

Mailing address: 2020 Gervais Street, Columbia SC 29204-1804 E-mail address: ashishthakkar66@yahoo.com

Business Name/Development Name for Encroachment: Building Addition - One Stop Shell

Encroachment type: ☐ Wall ☐ Fence ☐ Columns ☐ Steps ☐ Irrigation System ☒ Landscaping ☐ Driveway ☐ Pavers ☒ Sidewalk/Walkway

Planters ☒ Awning ☐ Underground Utilities ☐ Other: _____

Dimensions (height/width/length): Awnings @ Harden Street 3'-6" wide x 10'-4" long (3 total)
(i.e. 6'x42' wooden privacy fence; Awning @ Harden Street 3'-6" wide x 14'-4" long (1 total - turns corner of two 12'x4'x3' concrete steps) building towards property

Construction material: Awnings - Aluminum Plants, and
5' wide x 17' long (changes direction) concrete sidewalk

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

Hours/days of operation for outdoor dining: _____

Posted Maximum Capacity Allowance (inside/outside combined): _____ No. of chairs outdoors: _____ No. of Tables Outdoors: _____

Do you serve: ☐ Wine ☐ Beer ☐ Liquor SCDOR ABL No.: _____ If not, do you intend to apply for an ABL license? _____

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

Name/Title: _____
Date: _____

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

Name/Title: _____
Date: _____

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

CONTACT	DEPARTMENT	PHONE	FAX	E-MAIL
Johnathan Chambers	Development Services (Land Development)	803-545-3333	803-255-8935	jechambers@columbiasc.net
John Fellows	Development Services (Planning)	803-545-3222	803-733-8647	jsfellows@columbiasc.net
Brian Cook	Development Services (Zoning)	803-545-3332	803-733-8647	kbcook@columbiasc.net
Jerry Thompson	Development Services (Building Inspections)	803-545-3420	803-733-8699	jlthompson@columbiasc.net
Zach Kay	Development Services (Development Center)	803-545-3420	803-733-8699	zpkay@columbiasc.net
Amy Moore	Development Services (Historic Preservation)	803-545-3222	803-733-8647	aemoore@columbiasc.net
Lucinda Statler	Development Services (Urban Design)	803-545-0229	803-733-8647	lsstatler@columbiasc.net
Jerry Thompson	Development Services (Commercial Plan Review)	803-545-3420	803-733-8647	jlthompson@columbiasc.net
Scott Holder	Development Services (Landscaping)	803-545-3218	803-255-8935	jsholder@columbiasc.net
Denny Daniels	Utilities & Engineering (Construction Management)	803-545-3400	803-988-8199	jddaniels@columbiasc.net
Robert Anderson	Public Works (Administration)	803-545-3780	803-733-8648	raanderson@columbiasc.net
Robert Sweatt	Public Works (Street Division)	803-545-3790	803-545-3785	rgsweatt@columbiasc.net
David Brewer	Public Works (Traffic Engineering)	803-545-3850	803-733-8648	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
Chip Timmons	Risk Management	803-733-8306	803-733-8245	catimmons@columbiasc.net
Kris Scott	Fire Department	803-545-3736	803-401-8839	cfdkdscott@columbiasc.net
Linda Matney	Parking Services	803-545-3070	803-733-8523	lsmatney@columbiasc.net

LR: 1/2017

2020 GERVAIS STREET
COLUMBIA, SOUTH CAROLINA

City of Columbia Tree Credits					
Type of Development		Commercial - 30 Units per Acre			
TOTAL SITE		0.73			
ACRES	0.73 ACRES				
REQUIRED UNITS (DFS)	21.9 DFS UNITS	Exempt?			
TREES SAVED (EDF)					
Quantity	Tree Species	Softwood?	Tree Caliper	Units	Credits
3	CHERRY		8 in	3.6	3.6
	BIRCH		16 in	7.6	22.8
			Choose D.B.H.	0.0	0.0
			Choose D.B.H.	0.0	0.0
			Choose D.B.H.	0.0	0.0
			Choose D.B.H.	0.0	0.0
			Choose D.B.H.	0.0	0.0
			Choose D.B.H.	0.0	0.0
			Choose D.B.H.	0.0	0.0
			Choose D.B.H.	0.0	0.0
				Total Credits	26.4
GRAND TREES REMOVED					
Quantity	Hardwood Tree Species	Health	Tree Caliper	Units	Credits
		100%	Choose D.B.H.	0.0	0.0
			Choose D.B.H.	0.0	0.0
			Choose D.B.H.	0.0	0.0
			Choose D.B.H.	0.0	0.0
			Choose D.B.H.	0.0	0.0
Quantity	Softwood Tree Species	Health	Tree Caliper	Units	Credits
		100%	Choose D.B.H.	0.0	0.0
			Choose D.B.H.	0.0	0.0
			Choose D.B.H.	0.0	0.0
			Choose D.B.H.	0.0	0.0
			Choose D.B.H.	0.0	0.0
				Total Credits	0
TREES PLANTED					
Quantity	Tree Species	Softwood?	Tree Caliper	Units	Credits
5	NATCHEZ CREPE MYRTLE		4 in	2.0	10.0
1	LACEBARK ELM VAR 'DYNASTY'		4 in	2.0	2.0
2	ZELKOVA VAR. 'GOLD FALLS'		4 in	2.0	4.0
			Choose Caliper	0.0	0.0
			Choose Caliper	0.0	0.0
			Choose Caliper	0.0	0.0
			Choose Caliper	0.0	0.0
			Choose Caliper	0.0	0.0
			Choose Caliper	0.0	0.0
			Choose Caliper	0.0	0.0
8				Total Credits	16
Required Units/Acre (DFS)		21.9			
Additional Units from Grand Tree Removal		0.00			
Total Required Credits (RDF)		21.9			
Existing/Saved Credits (EDF)		26.4			
Planted Credits		16.0			
Proposed Credits		42.4			
REMAINDER		20.5			

PROJECT SITE —

LANDSCAPE

L001	_____	COVER SHEET
L002	_____	GENERAL LANDSCAPE NOTES & PLANT TYPE SCHEDULE
L101	_____	LANDSCAPE PLAN
L501	_____	LANDSCAPE DETAILS
L502	_____	LANDSCAPE DETAILS
L503	_____	DUMPSTER ENCLOSURE DETAILS

C1.0	_____	EXISTING CONDITIONS & DEMOLITION PLAN
C2.0	_____	SITE LAYOUT PLAN
C3.0	_____	GRADING & DRAINAGE PLAN
C3.1	_____	DRIVEWAY PROFILE
C3.2	_____	EROSION & SEDIMENT CONTROL PLAN
C4.0	_____	UTILITY CONNECTION PLAN
C5.0	_____	CONSTRUCTION DETAILS
C5.1	_____	CONSTRUCTION DETAILS
C5.2	_____	CONSTRUCTION DETAILS

CIVIL SHEETS PROVIDED BY CHAO & ASSOCIATES, INC.

PRIMARY CONTACT - ARCHITECT DAN SHERER SHERER & ASSOCIATES, LLC 1201 MAIN STREET, SUITE 1980 COLUMBIA, SC 29201 PHONE: 803.748.1345 DANSHERER@SHERERARCH.COM	PRIMARY CONTACT - PROJECT MANAGER KATHY STREDNAK SHERER & ASSOCIATES, LLC 1201 MAIN STREET, SUITE 1980 COLUMBIA, SC 29201 PHONE: 803.748.1345 KATHY@SHERERARCH.COM
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OWNER
ASHISH THAKKAR
2020 GERVAIS STREET
COLUMBIA, SC 29204
PHONE: 803.318.3969
ASHISHTHAKKAR66@YAHOO.COM

TMS: R 11 40G-12-04
ADDRESS: 2020 GERVAIS STREET, COLUMBIA, SC 29204
LATITUDE: 34° 00' 09" N
LONGITUDE: -81° 01' 09" W
ZONING: MX-1, MIXED-USE CORRIDOR/NEIGHBORHOOD DISTRICT
UPPER FIVE POINTS OVERLAY DISTRICT

LOCATION:	CITY OF COLUMBIA - RICHLAND COUNTY - SOUTH CAROLINA
PRIMARY ZONING	C-3
TAX DISTRICT	1 CC
ACREAGE	0.73 ACRES

FLOOD CERTIFICATION: REFER TO CIVIL FOR ENGINEER SIGNATURE AND COMPLETE CERTIFICATION:

THE NATIONAL FLOOD INSURANCE PROGRAM, "FLOOD INSURANCE RATE MAP",
MAP NUMBER 45079C0092H, PANEL NUMBER 92 OF 275, EFFECTIVE DATE:
2/20/2002. SITE LIES WITHIN AN UNSHADED ZONE "X".

ENTIRE SHEET ADDED

LANDSCAPE

-

A

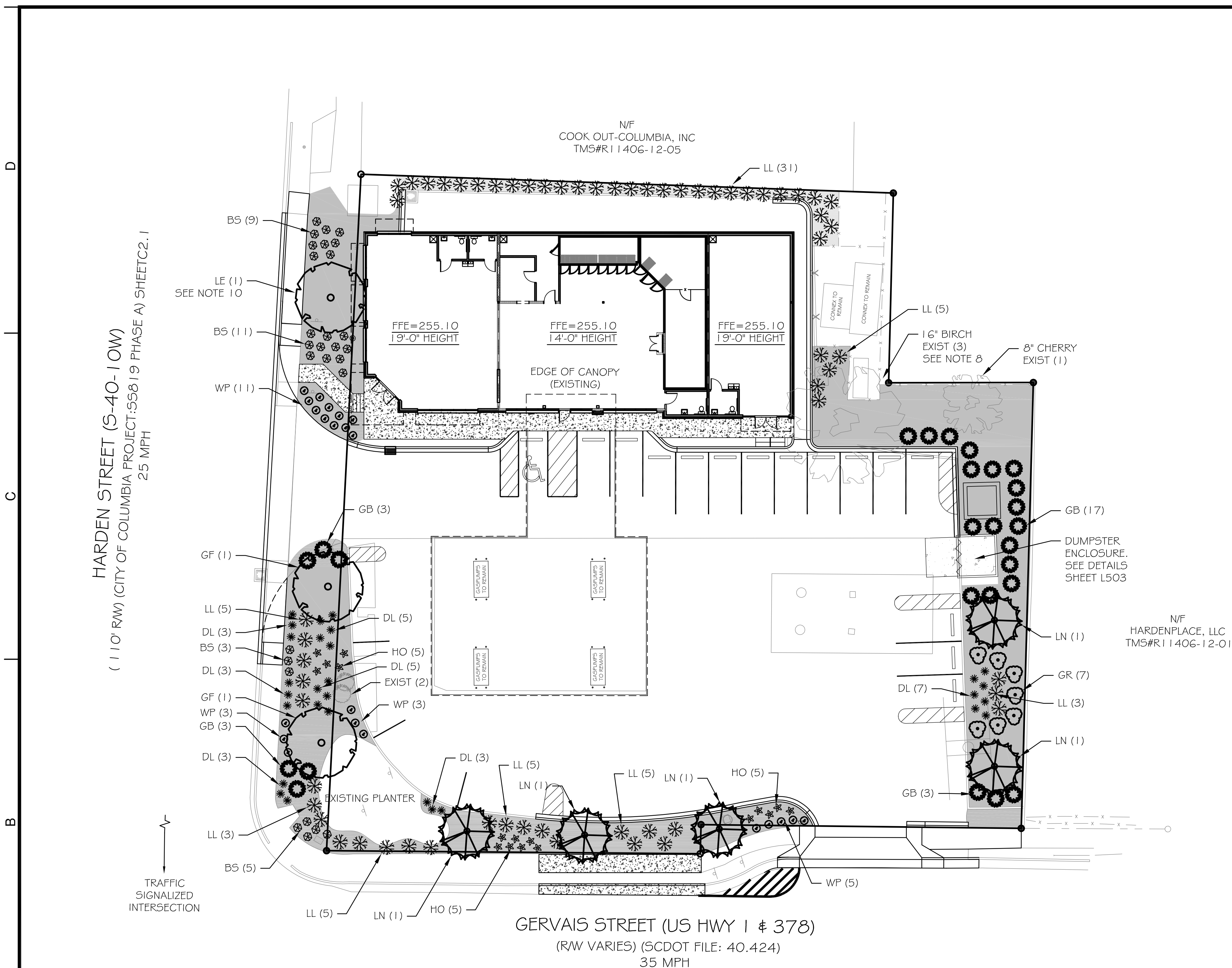
- ENTIRE SHEET ADDED 

- ### LEGEND NOTES:
1. LANDSCAPE CONTRACTOR SHALL FOLLOW THE REQUIREMENTS OF THE CITY OF COLUMBIA, SC LANDSCAPE AND TREE ORDINANCE.
 2. PLANTS LISTED ARE FOR EXAMPLE ONLY, LANDSCAPE CONTRACTOR CAN SUBSTITUTE WITH APPROVAL BY ARCHITECT, OWNER AND CITY INSPECTOR.
 3. ALL TREES, SHRUBS, BUFFER VEGETATION AND PERENNIALS MUST MEETS OR EXCEED ANSI Z60.1 STANDARDS.

SYMBOL / KEY	QTY	DESCRIPTION	
SHADE TREES			
	2	BOTANICAL NAME COMMON NAME SIZE REMARKS	ZELKOVA SERRATA 'GOLD FALLS' ZELKOVA VAR. GOLD FALLS 4" CALIPER X 14" HEIGHT B#B, CENTRAL LEADER
	1	BOTANICAL NAME COMMON NAME SIZE REMARKS	ULMUS PARVIFOLIA 'DYNASTY' LACEBARK ELM VAR 'DYNASTY' 4" CALIPER X 14" HEIGHT B#B, CENTRAL LEADER
ORNAMENTAL AND UNDERSTORY TREES			
	5	BOTANICAL NAME COMMON NAME SIZE REMARKS	LAGERSTROEMIA (I. X FAURIEL) 'NATCHEZ' NATCHEZ CREPE MYRTLE 2" CALIPER X 10' HEIGHT X 5' CLEAR TRUNK B#B, CENTRAL LEADER
BUFFER VEGETATION			
	2G	BOTANICAL NAME COMMON NAME SIZE REMARKS	BUXUS MICROPHYLLA VAR. JAPONICA 'GREEN 'BEAUTY' BOXWOOD 36" HEIGHT, 48" SPREAD 3 GAL MIN CONTAINER, FULL PLANT
	0	BOTANICAL NAME COMMON NAME SIZE REMARKS	LOROPETALUM CHINENSIS VAR. RUMRUM CULTIVAR 'DARAMA' LOROPETALUM 'DARAMA' 30-48" HEIGHT, 48" SPREAD 3 GAL MIN CONTAINER, FULL PLANT
SHRUBS			
	7	BOTANICAL NAME COMMON NAME SIZE REMARKS	GARDENIA JAMINOIDES 'RADICANS' MINIATURE GARDENIA 18" HEIGHT 3 GAL MIN CONTAINER, FULL PLANT
PERENNIAL PLANTS			
	19	BOTANICAL NAME COMMON NAME SIZE REMARKS	RUDBECKIA "GOLDSTURM" BLACK EYED SUSAN 22-24" HEIGHT, 12-24" SPREAD 1 GAL MIN CONTAINER, FULL PLANT
	29	BOTANICAL NAME COMMON NAME SIZE REMARKS	HEREROCALLIS LILIOASPHODELUS DAY LILY, YELLOW 24" HEIGHT, 18-24" SPREAD 1 GAL MIN CONTAINER, FULL PLANT
	17	BOTANICAL NAME COMMON NAME SIZE REMARKS	HOSTA FORTUNEI 'FIRE AND ICE' HOSTA "FIRE & ICE" 10-15" HEIGHT, 12-15" SPREAD 1 GAL MIN CONTAINER, FULL PLANT
	23	BOTANICAL NAME COMMON NAME SIZE REMARKS	PHLOX DIVARICATA CREEPING WOODLAND PHLOX 6-12" HEIGHT, 9-18" SPREAD 1 GAL MIN CONTAINER, FULL PLANT
LIVING SCREEN			
	62	BOTANICAL NAME COMMON NAME SIZE REMARKS	LOMANDRA LONGIFOLIA AUSTRALIAN BREEZE GRASS UP TO 36"
GROUND COVER			
		BOTANICAL NAME COMMON NAME SIZE REMARKS	EMERALD ZOYSIAGRASS EMERALD ZOYSIA (SOD) SOD ROLL OR PIECES

LANDSCAPE

PLOT DATE/TIME: 2/28/2018 4:32:36 PM Wednesday, February 28, 2018 4:32:36 PM



LEGEND

EXISTING TREE TO REMAIN

SIZE/TYPE
EXIST (QUANTITY)

NEW SHADE TREE (AR, QP)
LE OR GF

NEW ORNAMENTAL AND UNDERSTORY
TREES (LN)

NEW BUFFER VEGETATION (GB, LP)

NEW SHRUBS (GR)

NEW PERENNIALS (BS, DL, HO, WP)

LIVING SCREEN

GROUND COVER - TRIPLE SHRED
MULCH

- NOTES:
1.

ALL NEW LANDSCAPING SHALL BE IRRIGATED. TO MEET CITY OF COLUMBIA REQUIREMENTS, SUBMIT DRAWING OF AUTOMATIC IRRIGATION SYSTEM TO CITY FOR REVIEW AND APPROVAL.
2.
- ENTIRE SITE IS ONE PARCEL.

3.

4.

5.

6.

7.

8.

9.

10.

PROJECT SUMMARY:

SIZE OF PARCEL SITE:
TAX MAP REFERENCE:
CURRENT ZONING:
CORRIDOR/NEIGHBORHOOD DISTRICT:
TYPE OF DEVELOPMENT:

0.73 ACRES
RICHLAND COUNTY
TMS NO. R11406-12-04
MX-1, MIXED-USE
UPPER FIVE POINTS OVERLAY DISTRICT
BUILDING ADDITION

BUILDING SETBACK (SEC. 17-275): SEE CIVIL PLANS
FRONT: 0-10 FEET
SIDE: 0.0 FEET
REAR: 0.0 FEET

ENTIRE SHEET ADDED

LANDSCAPE

REVISIONS

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SUITE 1980
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Phone: 803.748.1345
www.shererarch.com

PROJECT NO: 16.C10

DRAWN BY: DSK/SMK

DESIGNED BY: DS

CHECKED BY: DS

BUILDING ADDITION
ONE STOP SHELL
LANDSCAPE PACKAGE

2020 GERVAIS STREET
COLUMBIA, SOUTH CAROLINA

PROJECT TITLE

SHEET TITLE

LANDSCAPE PLAN

DWG: PLAN

DATE: 28 FEB 2018

STATE OF SOUTH CAROLINA
SHERER & ASSOCIATES, LLC
COLUMBIA, SC 29201
REGISTERED ARCHITECTS

STATE OF SOUTH CAROLINA
GERVAIS STREET
COLUMBIA, SC 29201
REGISTERED ARCHITECT

SHEET NO.

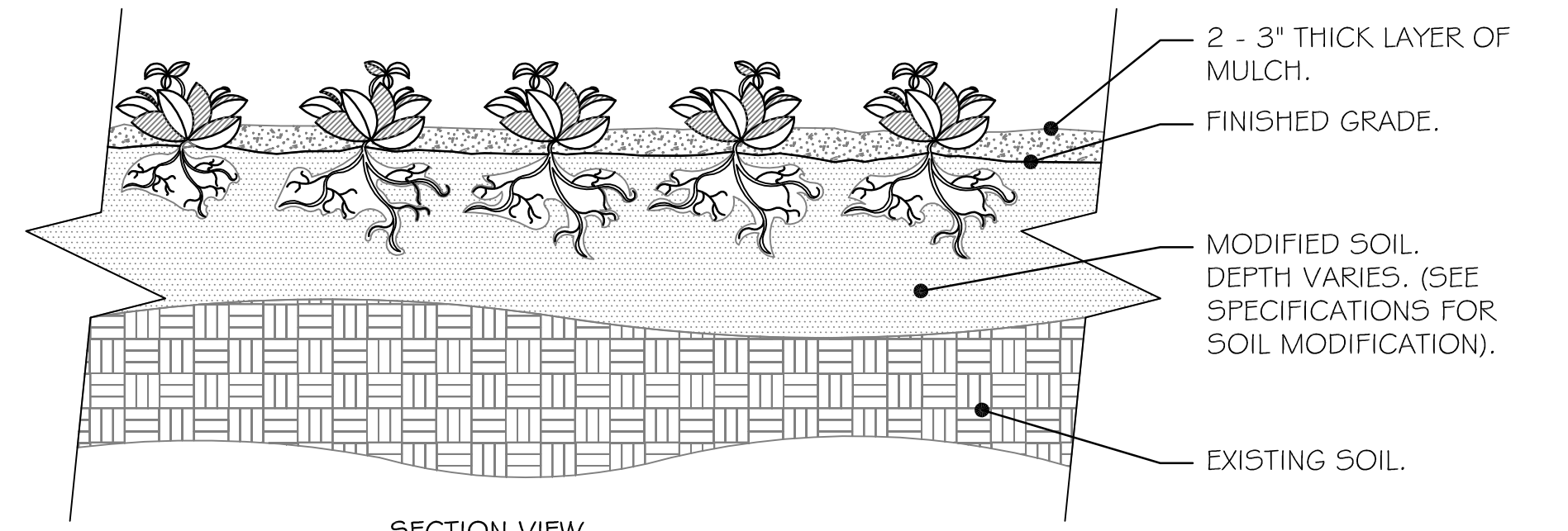
L101

3 OF 6 SHEETS

Packet Pg. 339

DETERMINING THE CRITICAL ROOT ZONE

1. THE CRITICAL ROOT ZONE OF A TREE IS THE ZONE IN WHICH THE MAJORITY OF A TREE'S ROOTS LAY. 85% OF ROOTS OF MOST TREES WILL BE FOUND IN THE TOP 24" OF THE SOIL. OF THOSE, THE MAJORITY OF THE ROOTS THAT SUPPLY THE NUTRIENTS AND WATER TO THE TREE ARE FOUND IN THE UPPERMOST LAYER, JUST BELOW THE SOIL SURFACE. THE TOTAL AMOUNT OF A TREE'S ROOTS ARE GENERALLY PROPORTIONAL TO THE VOLUME OF THE TREE'S CANOPY. THEREFORE, IF THE ROOTS ONLY PENETRATE A THIN LAYER OF SOIL, THEN THE ROOTS MUST SPREAD FAR FROM THE TREE, BEYOND THE LIMITS OF THE CANOPY. GENERALLY ROOTS SPREAD OUT 2-3X THE HEIGHT OF THE TREE.
2. ROOTS ARE VITAL TO THE FUNCTIONING OF ANY TREE. THEY PROVIDE STRUCTURAL SUPPORT AS WELL AS THE MAJOR MECHANISM FOR NUTRIENT AND WATER UPTAKE FOR USE BY THE REST OF THE TREE. DESTROYING A SECTION OF A TREE'S ROOTS WILL ULTIMATELY RESULT IN A PROPORTIONAL LOSS OF THE TREE'S CANOPY
3. THE CRITICAL ROOT ZONE OF A TREE TO BE SAVED SHALL BE THE MINIMUM AREA PROTECTED WITH TREE PROTECTION FENCING.
4. THE FOLLOWING IS THE METHOD USED BY THE CITY OF COLUMBIA, SC, PLANNING AND DEVELOPMENT SERVICES, LANDSCAPE & TREE ORDINANCE WITH DEFINITIONS, TO DETERMINE THE SIZE OF THE CRITICAL ROOT ZONE.

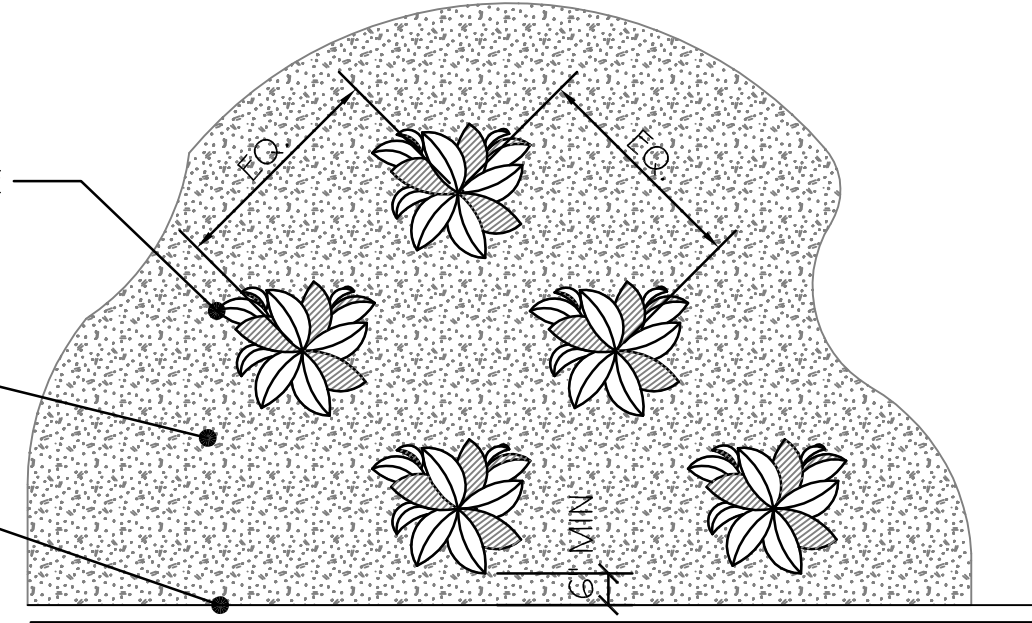


SECTION VIEW

GROUND COVER PLANTS TO BE TRIANGULARLY SPACED.

MULCH

PAVEMENT OR EDGE

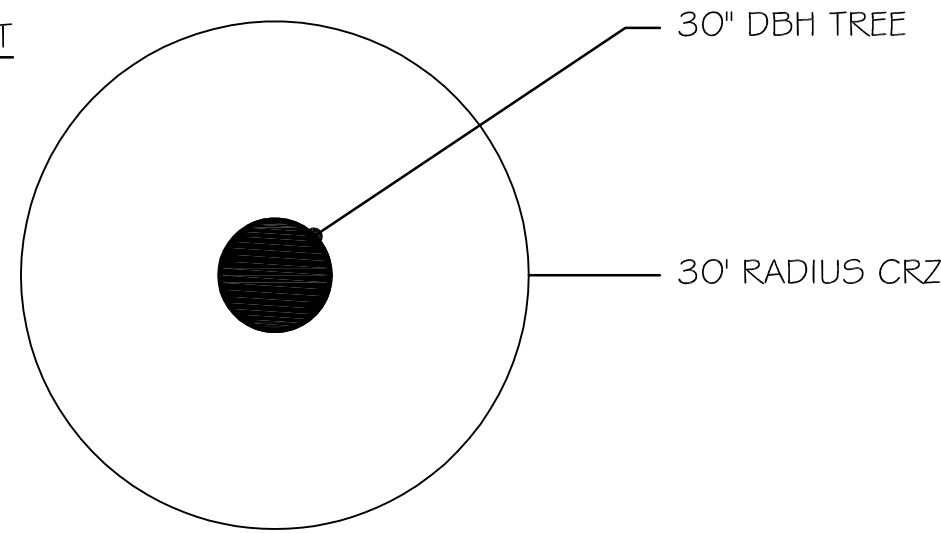


PLAN VIEW

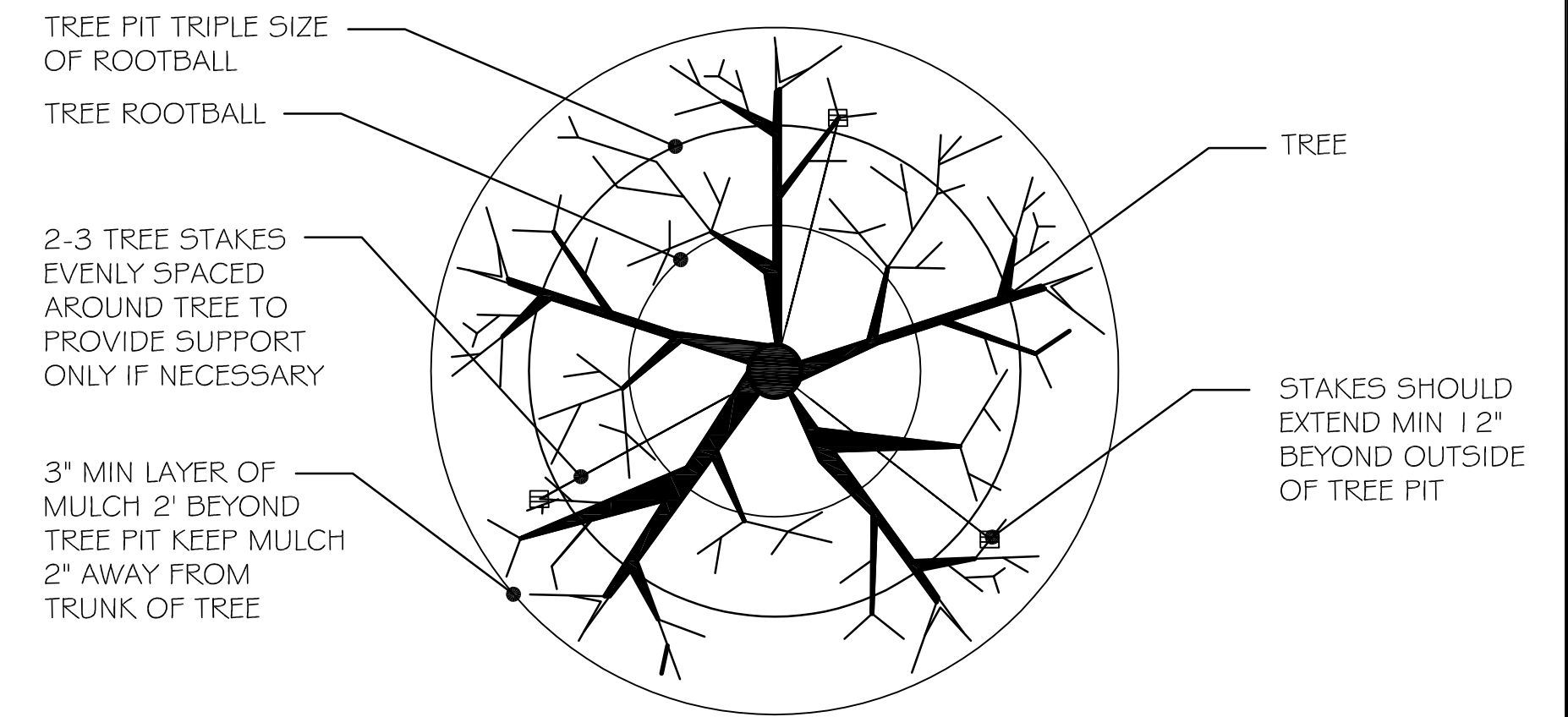
NOTES:

1. SEE PLANTING LEGEND FOR GROUND COVER SPECIES, SIZE, AND SPACING DIMENSION.
2. SMALL ROOTS (1/4" OR LESS) THAT GROW AROUND, UP, OR DOWN THE ROOT BALL PERIPHERY ARE CONSIDERED A NORMAL CONDITION IN CONTAINER PRODUCTION AND ARE ACCEPTABLE HOWEVER THEY SHOULD BE ELIMINATED AT THE TIME OF PLANTING. (SEE ROOT BALL SHAVING CONTAINER DETAIL).
3. SETTLE SOIL AROUND ROOT BALL OF EACH GROUND COVER PRIOR TO MULCHING.

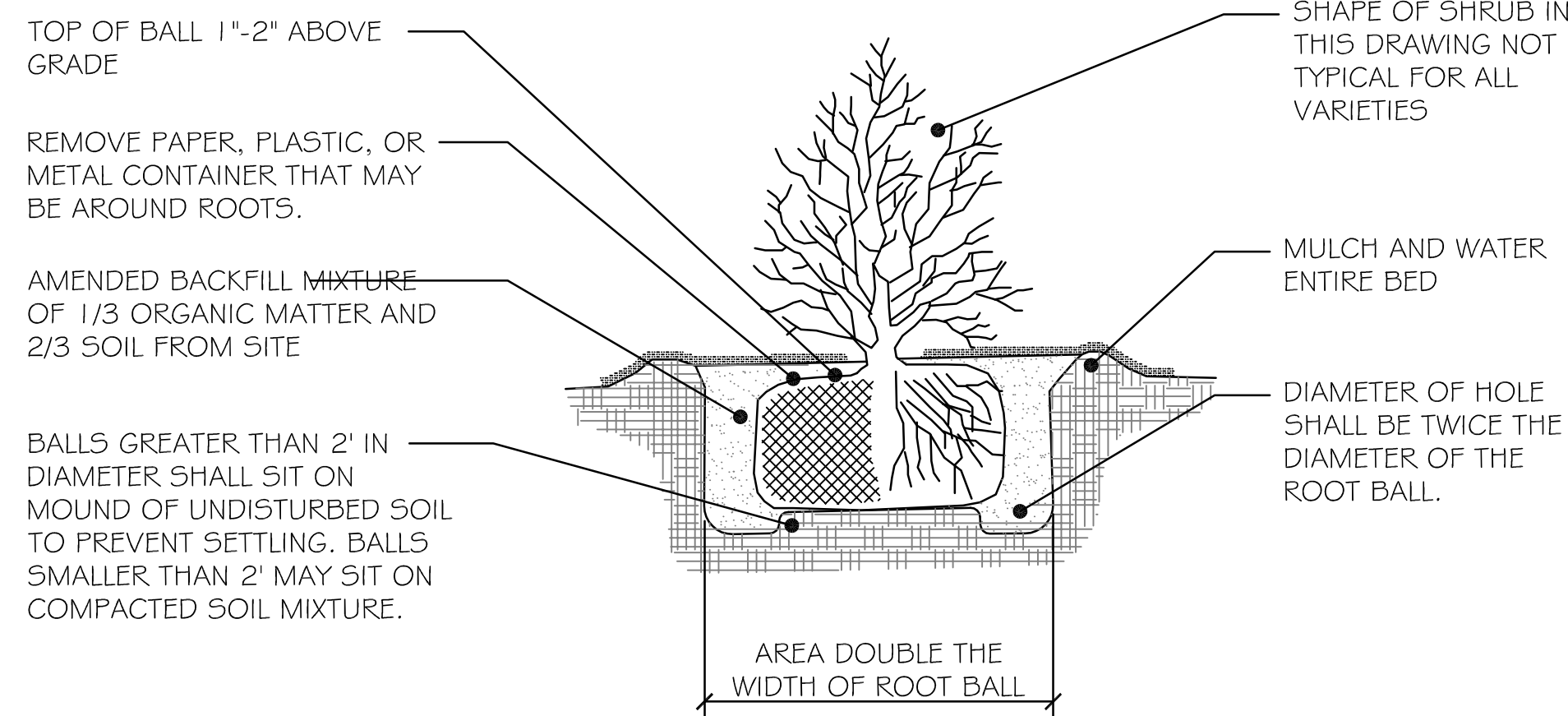
1" DBH = 1' RADIUS OF THE CRITICAL ROOT ZONE (DBH=DIAMETER BREST HEIGHT)



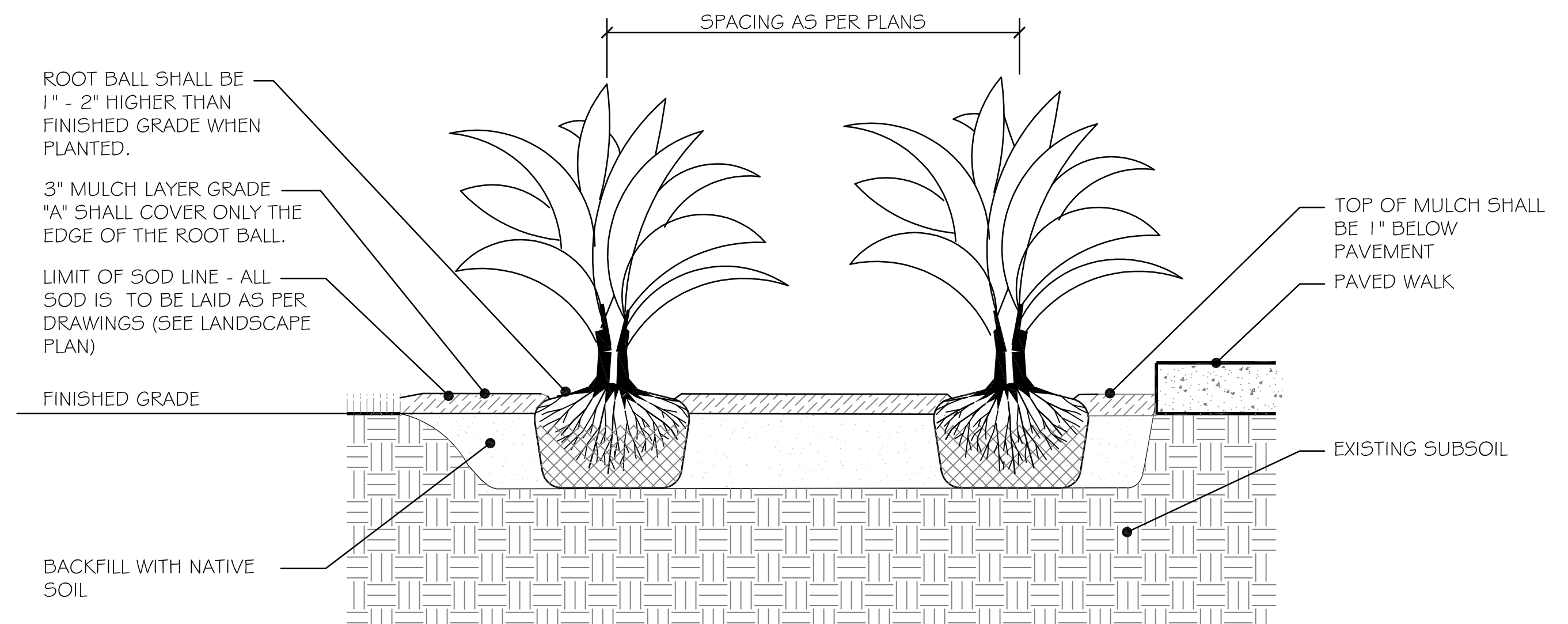
C1 PLAN - DETERMINING THE CRITICAL ROOT ZONE
L501 SCALE: NOT TO SCALE



C4 PLAN - TREE PLANTING DETAIL
L501 SCALE: NOT TO SCALE



A2 SECTION - SHRUB PLANTING DETAIL
L501 SCALE: NOT TO SCALE



A3 SECTION - TYPICAL GROUND COVER DETAIL
L501 SCALE: NOT TO SCALE

ENTIRE SHEET ADDED

LANDSCAPE

REV	DATE	BY	APP	DESCRIPTION
1	02-28-18	DS		LANDSCAPE PLAN REVISION TO MATCH SODOT APPROVED PLANS

REVISIONS

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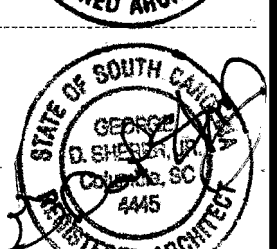
PROJECT NO: 16.C10
DRAWN BY: DS/KSMK
DESIGNED BY: DS
CHECKED BY: DS

BUILDING ADDITION
ONE STOP SHELL
LANDSCAPE PACKAGE
2020 GERVAIS STREET
COLUMBIA, SOUTH CAROLINA

PROJECT TITLE
SHEET TITLE

LANDSCAPE DETAILS

DWG: DETAILS
DATE: 28 FEB 2018



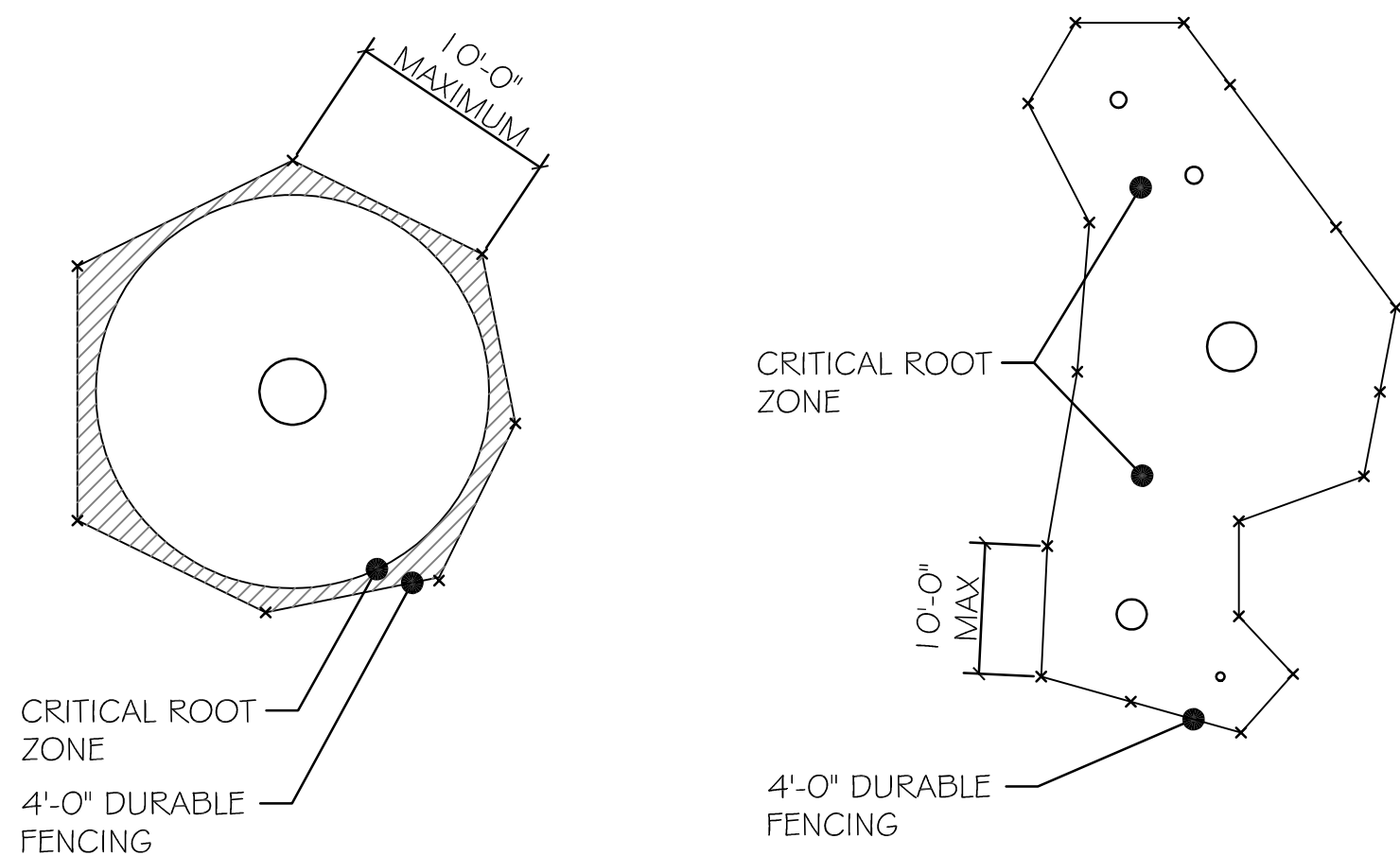
SHEET NO.

L501

4 OF 6 SHEETS

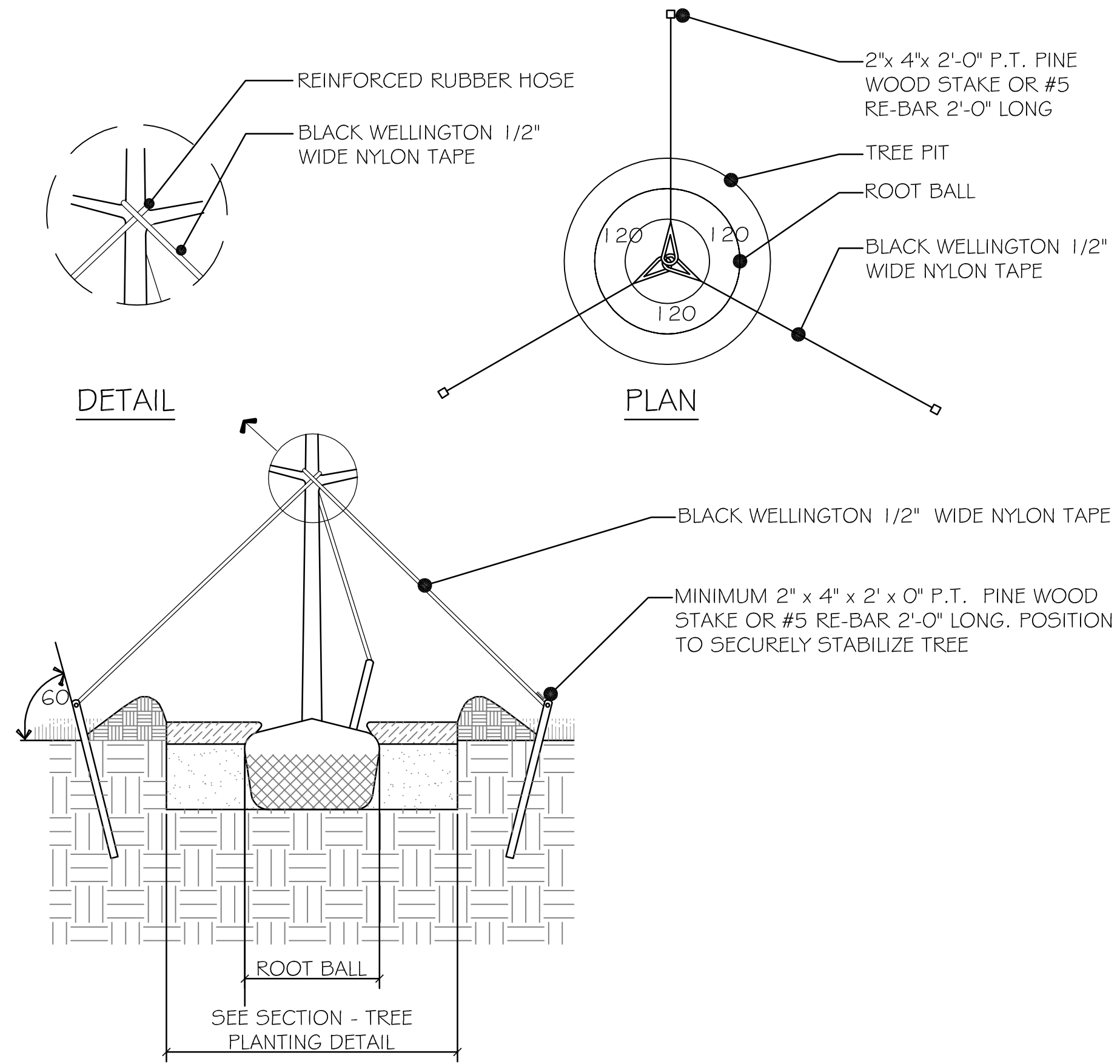
TREE PROTECTION FENCING NOTES

1. TREE PROTECTION SHALL FENCE SHALL BE MINIMUM 5 FEET TALL CONSTRUCTED OF STURDY MATERIAL (CHAIN LINK OR EQUIVALENT STRENGTH/DURABILITY). MOUNTED ON VERTICAL PIPES DRIVEN 2'-0" IN THE GROUND, AT APPROXIMATELY 8'-0" TO 10'-0" (MAX.) ON CENTER, WITH NO GATES. IN AREAS WHERE SUPER SILT FENCE (SSF) AND TREE PROTECTION FENCE RUN PARALLEL, SSF MAY BE UTILIZED FOR TREE PROTECTION PURPOSES UPON APPROVAL BY THE CITIES' URBAN FORESTER.
2. TREE PROTECTION FENCING SHALL BE ERECTED AT THE CRITICAL ROOT ZONE OR BEYOND PRIOR TO START OF ANY CLEARING, GRADING, OR OTHER CONSTRUCTION ACTIVITY. SIGNS STATING "NO ENTRY, TREE PROTECTION AREA, CALL CITY OF COLUMBIA PLANNING AND DEVELOPMENT OFFICE AT 803-545-3333 TO REPORT VIOLATIONS" ARE TO BE POSTED IN BOTH ENGLISH AND SPANISH. TREE PROTECTION SHALL NOT BE REMOVED UNTIL COMPLETION OF ALL CONSTRUCTION ACTIVITY.
3. FOR QUESTIONS RELATED TO TREE PROTECTION OR FOR FIELD INSPECTION OF TREE PROTECTION, CONTACT CITY OF COLUMBIA, PLANNING AND DEVELOPMENT SERVICES, 1136 WASHINGTON STREET - SECOND FLOOR, COLUMBIA, SC 803-545-3333.

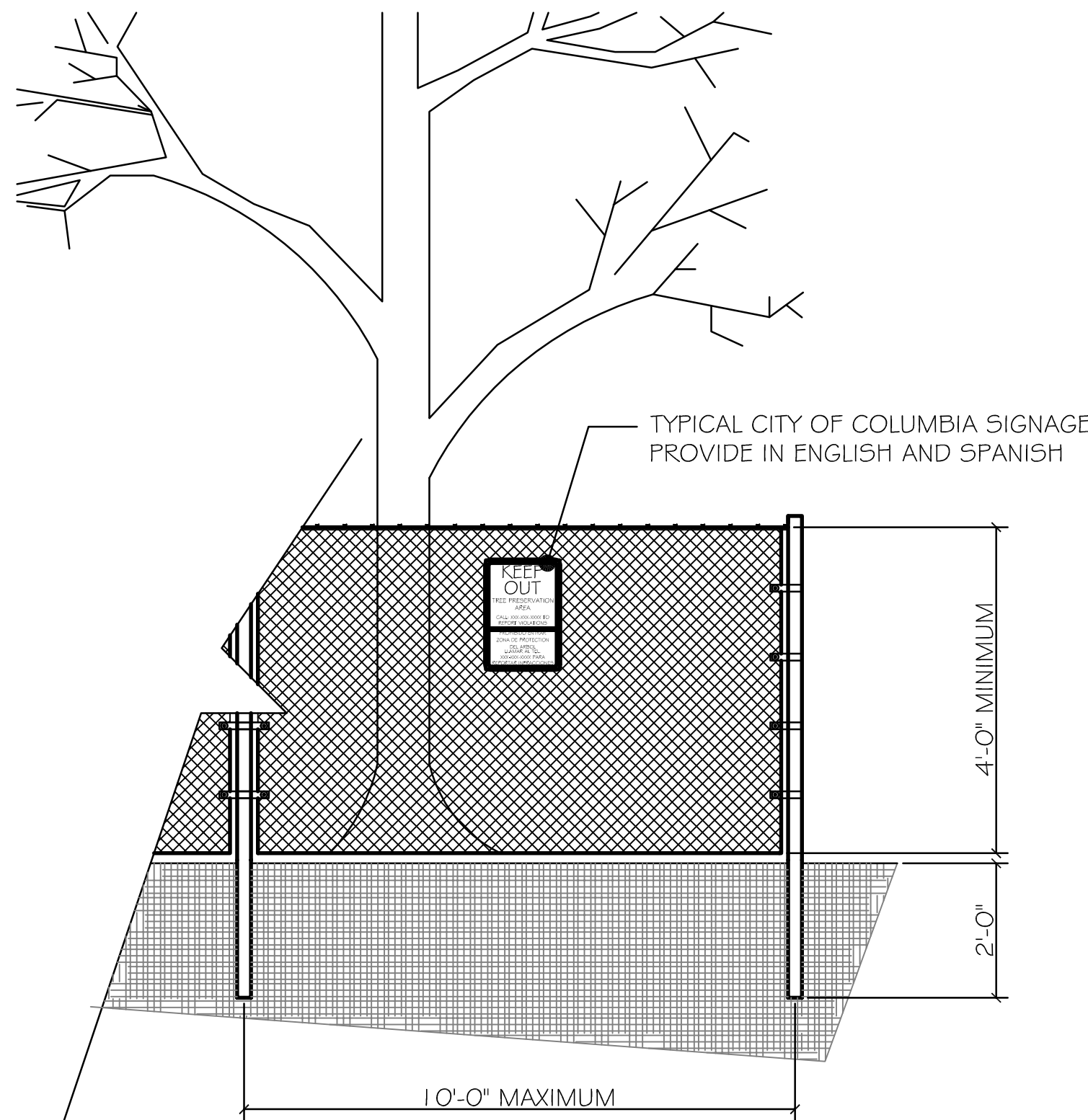


SINGLE OR SPECIMEN TREE MULTIPLE OR CLUSTERED TREES

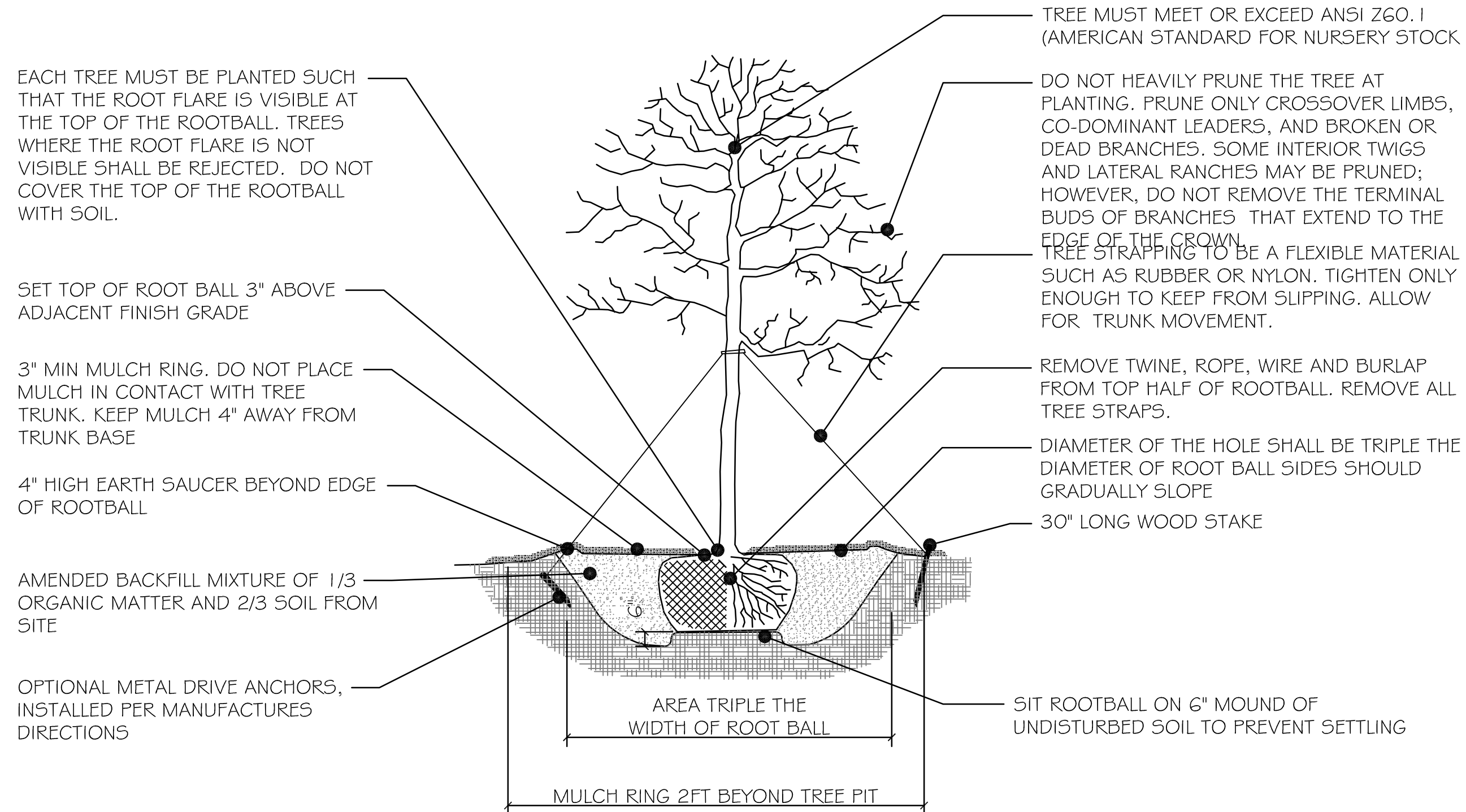
C2 PLAN - TREE PROTECTION DETAIL
L502 SCALE: NOT TO SCALE



C3 TYPICAL TREE GUYING DETAIL
L502 SCALE: NOT TO SCALE



A2 ELEVATION - TREE PROTECTION DETAIL
L502 SCALE: NOT TO SCALE



A3 SECTION - TREE PLANTING DETAIL
L502 SCALE: NOT TO SCALE

ENTIRE SHEET ADDED

LANDSCAPE

REV	DATE	BY	APP	DESCRIPTION
1	02-28-18	AS	DS	LANDSCAPE PLAN REVISION TO MATCH SCOTTY APPROVED PLANS

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architects
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PROJECT NO: 16.C10
DRAWN BY: DSK/SMK
DESIGNED BY: DS
CHECKED BY: DS

BUILDING ADDITION
ONE STOP SHELL
LANDSCAPE PACKAGE
2020 GERVAIS STREET
COLUMBIA, SOUTH CAROLINA

PROJECT TITLE
SHEET TITLE

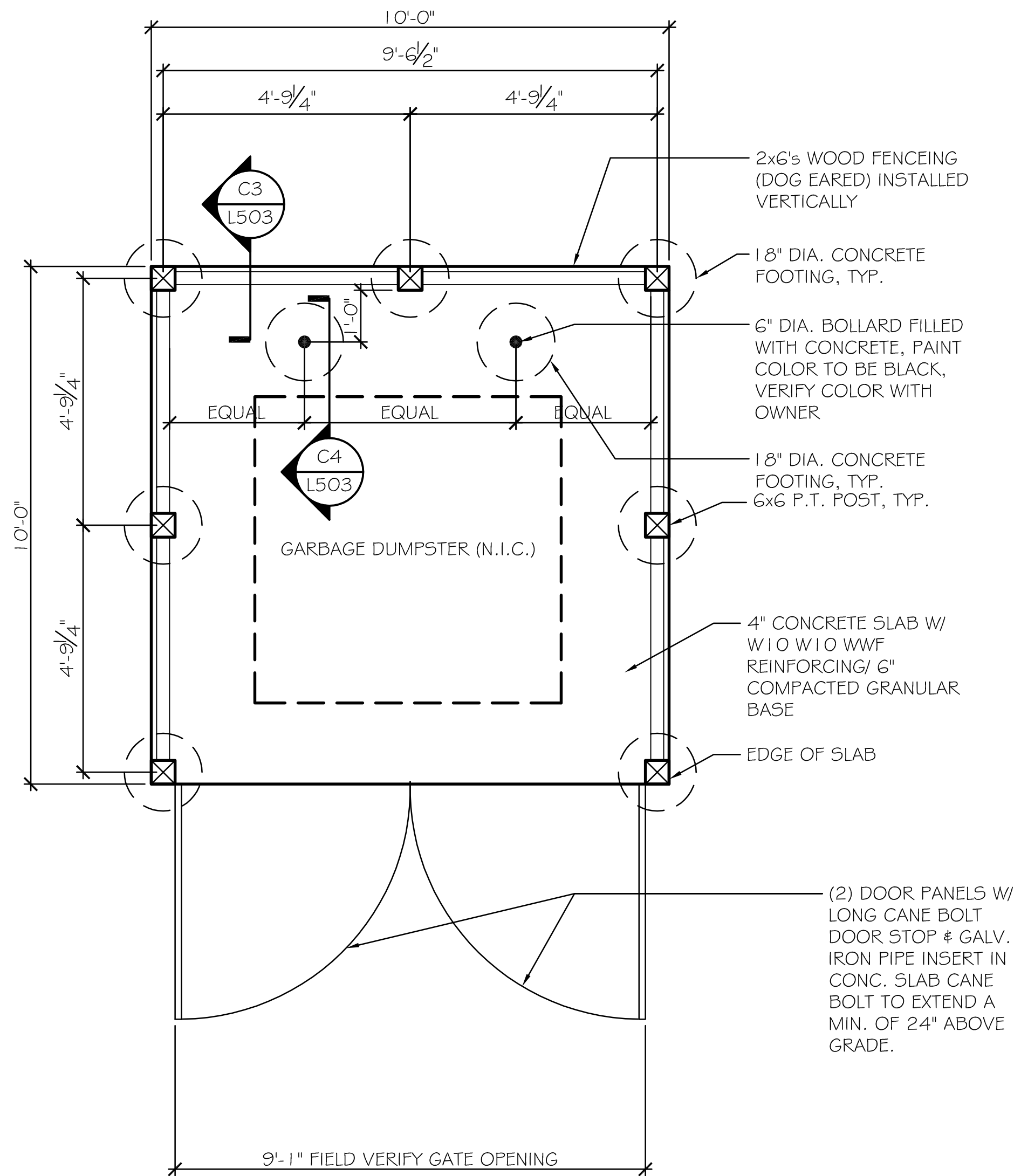
LANDSCAPE DETAILS

DWG: DETAILS
DATE: 28 FEB 2018

STATE OF SOUTH CAROLINA
SHERER & ASSOCIATES, LLC
COLUMBIA, SC 29201
REGISTERED ARCHITECTS

STATE OF SOUTH CAROLINA
D. SHERER
COLUMBIA, SC 29201
REGISTERED ARCHITECT

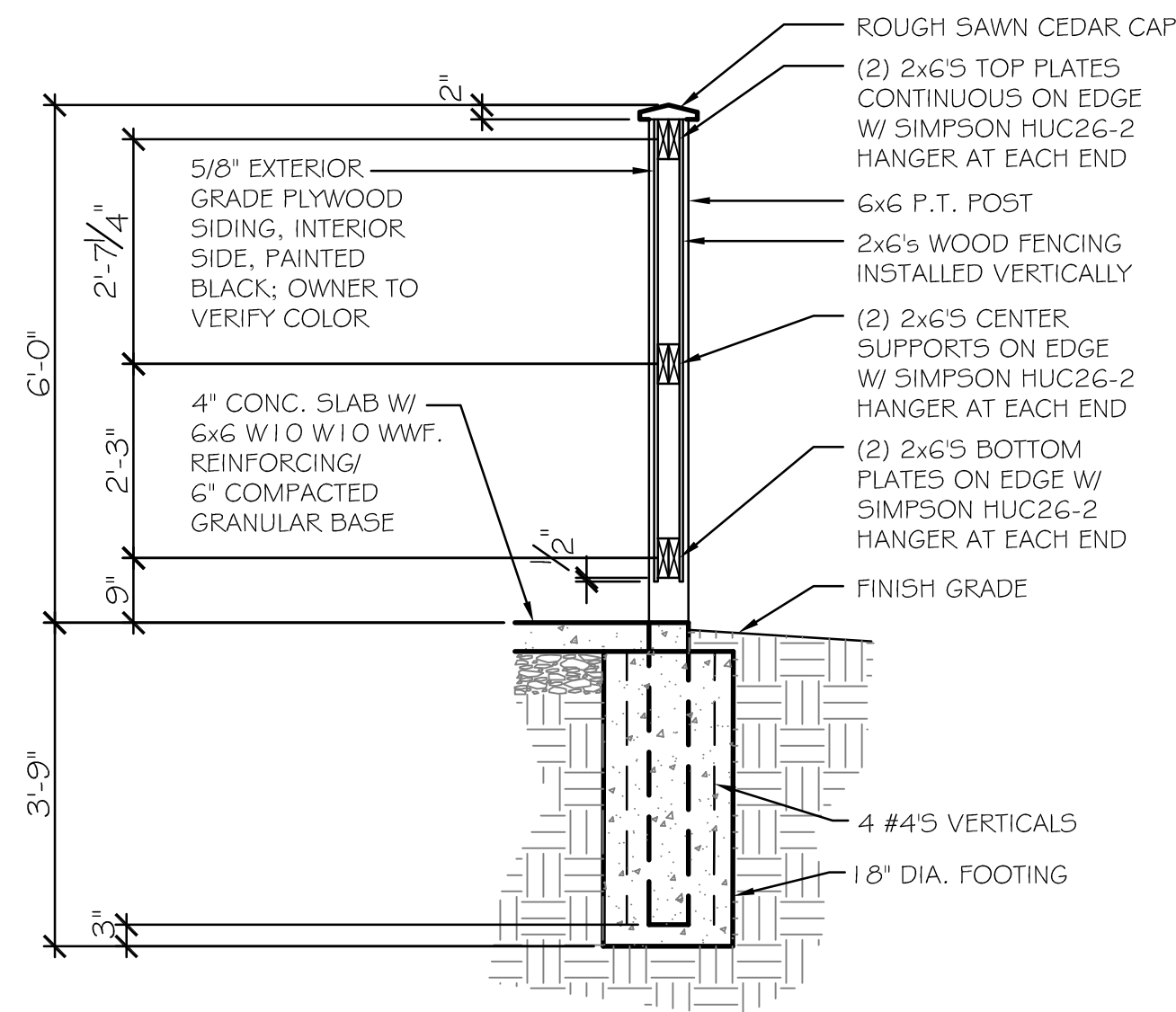
SHEET NO.
L502
5 OF 6 SHEETS



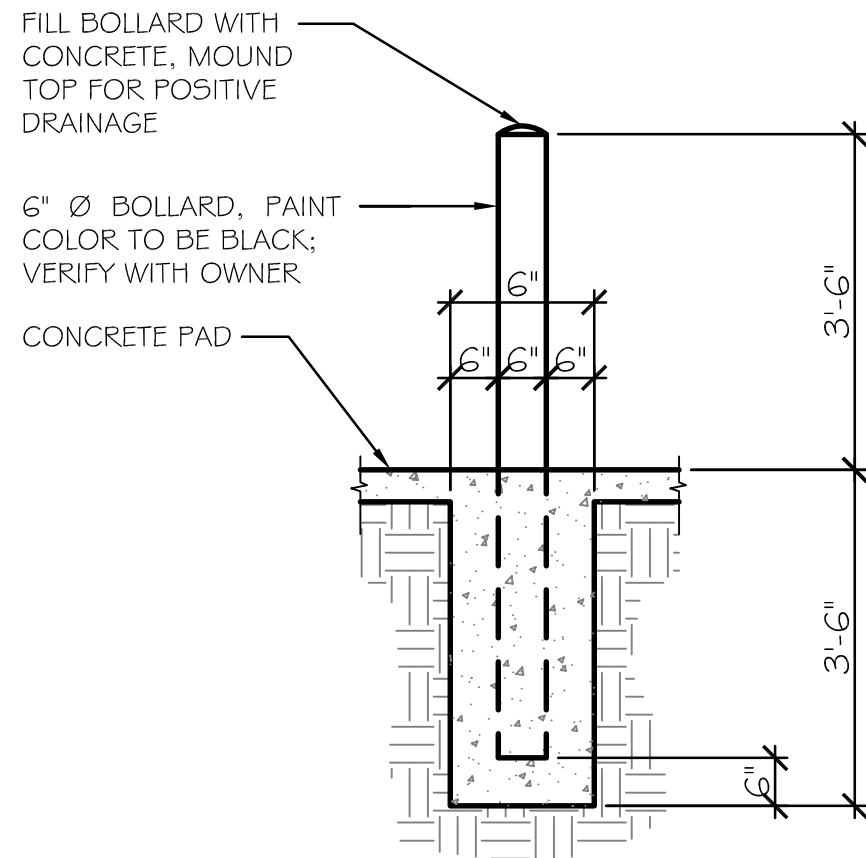
NOTES:

- SEE SITE PLAN FOR SIDEWALKS TO TRASH ENCLOSURE
- EDGE OF 6X6 PT POST EQUAL TO EDGE OF SLAB.
- DOOR HARDWARE TO CONFORM TO ADA STANDARDS. PROVIDE HEAVY DUTY HINGES (4 PER SIDE) WITH THE ABILITY TO OPEN 150 DEGREES.

B1 PLAN - DUMPSTER ENCLOSURE
A503 SCALE: 1/2" = 1'-0"



C3 SECTION - DUMPSTER ENCLOSURE
A503 SCALE: 1/2" = 1'-0"



C4 SECTION - DUMPSTER BOLLARD
A503 SCALE: 1/2" = 1'-0"

ENTIRE SHEET ADDED

LANDSCAPE

REV	DATE	BY	APP	DESCRIPTION
02-28-18		AS	DS	LANDSCAPE PLAN REVISION TO MATCH SCOD APPROVED PLANS

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PROJECT NO: 16.C10
DRAWN BY: DS/KSMK
DESIGNED BY: DS
CHECKED BY: DS

BUILDING ADDITION
ONE STOP SHELL
LANDSCAPE PACKAGE

2020 GERVAIS STREET
COLUMBIA, SOUTH CAROLINA

PROJECT TITLE
SHEET TITLE

DUMPSTER DETAILS

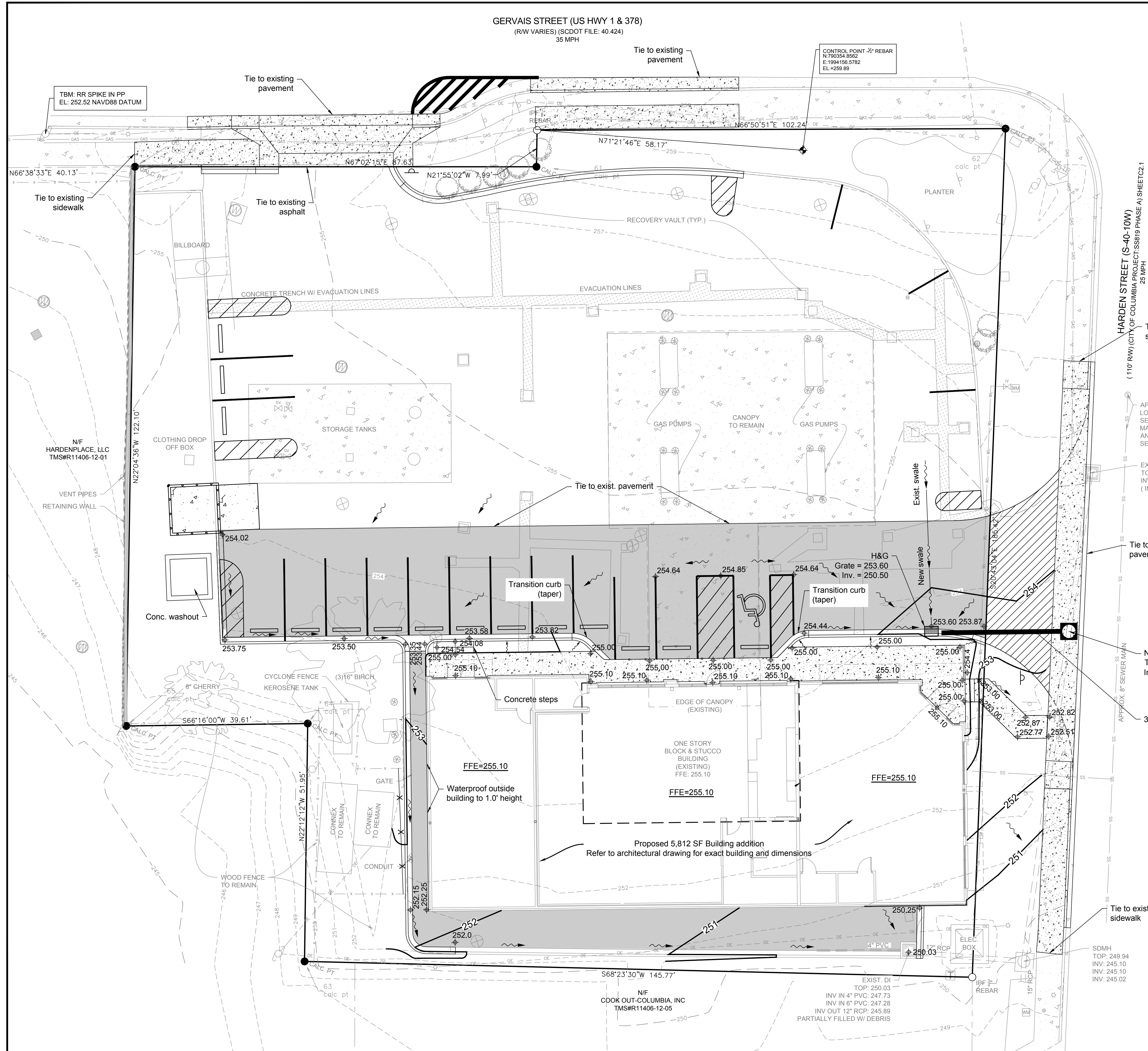
DWG: DETAILS
DATE: 28 FEB 2018

STATE OF SOUTH CAROLINA
SHERER & ASSOCIATES, LLC
COLUMBIA, SC 29201
REGISTERED ARCHITECTS

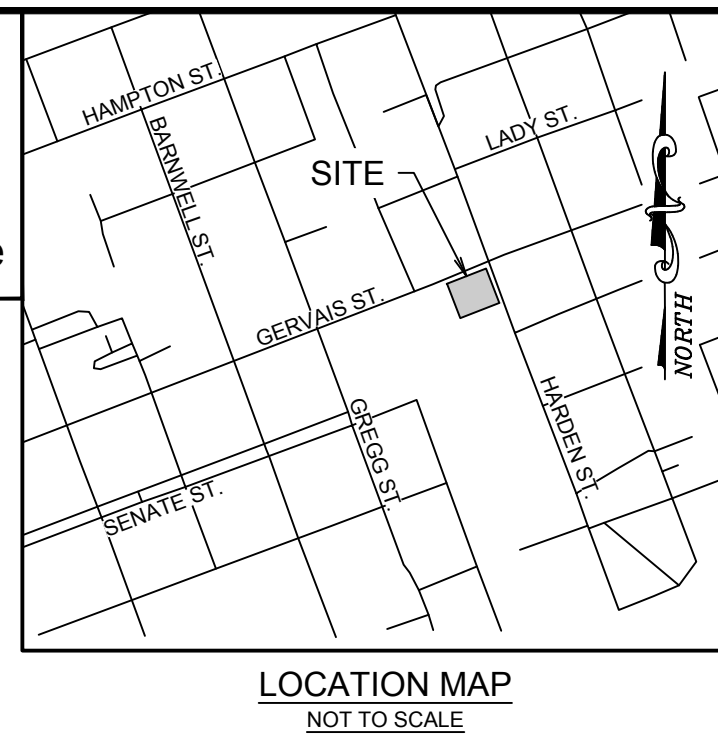
STATE OF SOUTH CAROLINA
GERVAIS STREET
COLUMBIA, SC 29201
REGISTERED ARCHITECT

SHEET NO.
L503

6 OF 6 SHEETS

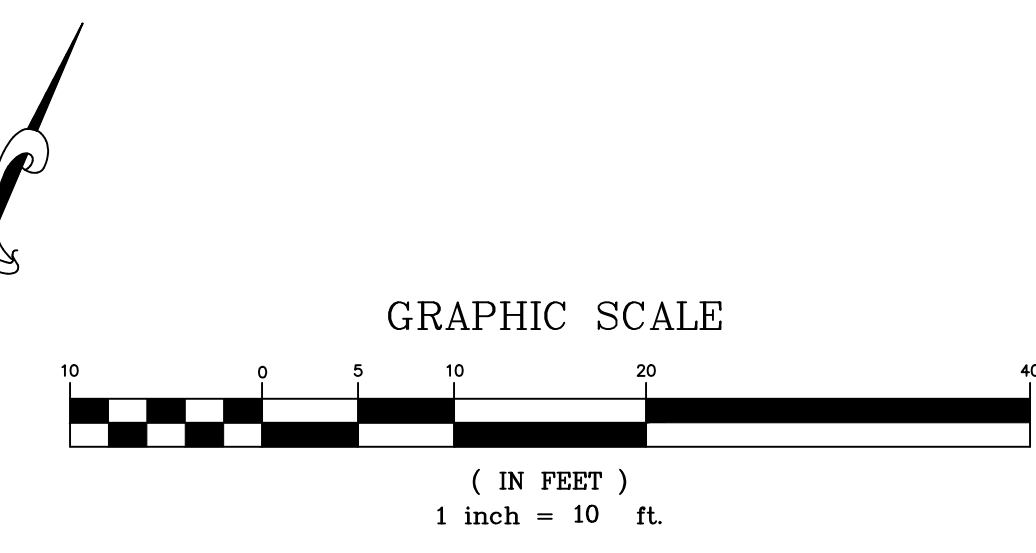
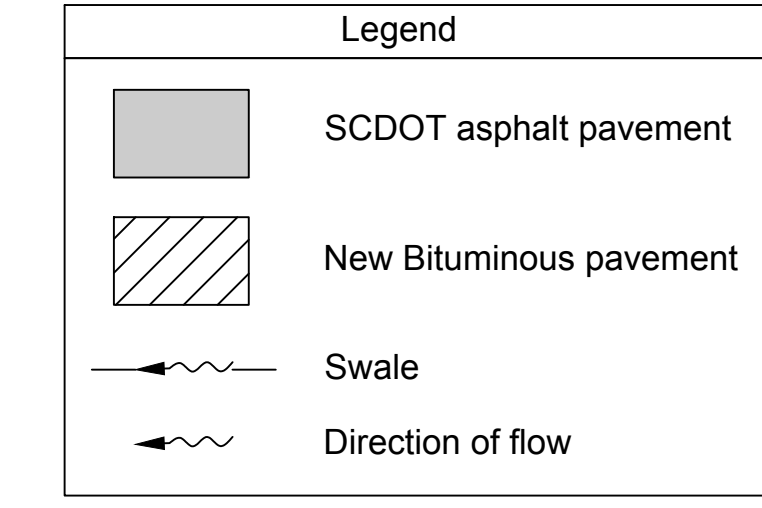


3 DAYS BEFORE DIGGING IN
SOUTH CAROLINA
CALL 811
Palmetto Utility Protection Service



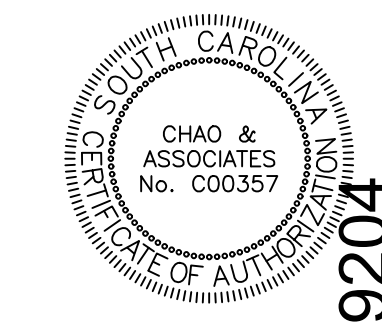
- Construction notes:**
1. Contractor shall verify all existing field conditions and utilities prior to beginning work.
 2. Provide silt fence and/or other erosion control devices, as may be required, to control soil erosion during construction. All disturbed areas shall be cleaned, graded and stabilized with grassing immediately after completion of construction in the area.
 3. Prior to any digging the contractor is required to contact 811 72 hrs prior to commencing construction.
 4. Contractor to repair any damage done to existing pavement, or other items due to construction entirely at their expense.
 5. If necessary, slopes which exceed four vertical feet or 4:1 slopes should be stabilized with an approved turf reinforcing mat in addition to hydroseeding. It may be necessary to install temporary slope drains during construction. temporary berms may be needed daily until slope is brought to grade.
 6. Contractor must take necessary action to minimize the tracking of mud onto the paved roadway from construction areas. Contractor to daily remove mud/soil from pavement as required.
 7. All erosion control devices shall be properly maintained during all phases of construction until the completion of all construction activities and all disturbed areas have been stabilized. additional control devices may be required during construction in order to control erosion and/or offsite sedimentation. All temporary control devices shall be removed once construction is complete and the site is stabilized to the satisfaction of the City of Columbia.
 8. All excavation is unclassified. excess material is to be removed from the site and disposed of in a legal manner.
 9. All coordinates shown are SCSPC and vertical datum is NAVD 88.
 10. Locations of underground irrigation lines, electrical, and other lines were not marked and are not shown.
 11. Boundary information taken from reference plat.
- References:
1. Richland County Tax Map R11406-12-04.
 2. Plat Prepared For Shree-Ram by Robert H. Lackey Surveying, Inc. Dated October 17, 2011. Recorded in plat book R1717 Page 2058.
- Control Reference:
- Referenced NGS monument observatory RM 5, PID DE3193. NAVD 83.
- North: 787486.15 EAST: 1992006.47. Elev: 315.00 NAVD 88.

Note:
This plan reflects no new impervious area.
Existing impervious is equal to or greater
than proposed impervious area.



Chao & Associates, Inc.

Civil - Structural - Survey
7 Clusters Court
Columbia, SC 29210
Voice: (803) 772-8420
Fax: (803) 772-9120
Email: consult@chaoinc.com



Grading and Drainage Plan
Building Addition One Stop Shell
Prepared for:
Shri Ashapuri, LLC
2020 Gervais Street Columbia S

Drawn: TKS Checked: JMF

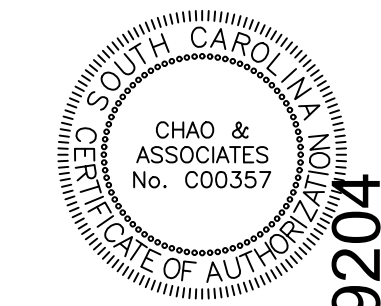
Revised:
2-2-2018 : - Reconfigure both access drives

File: 398915CR3.dwg Project No: 398915

C3.0
Sheet Number
August 30, 2017
Date



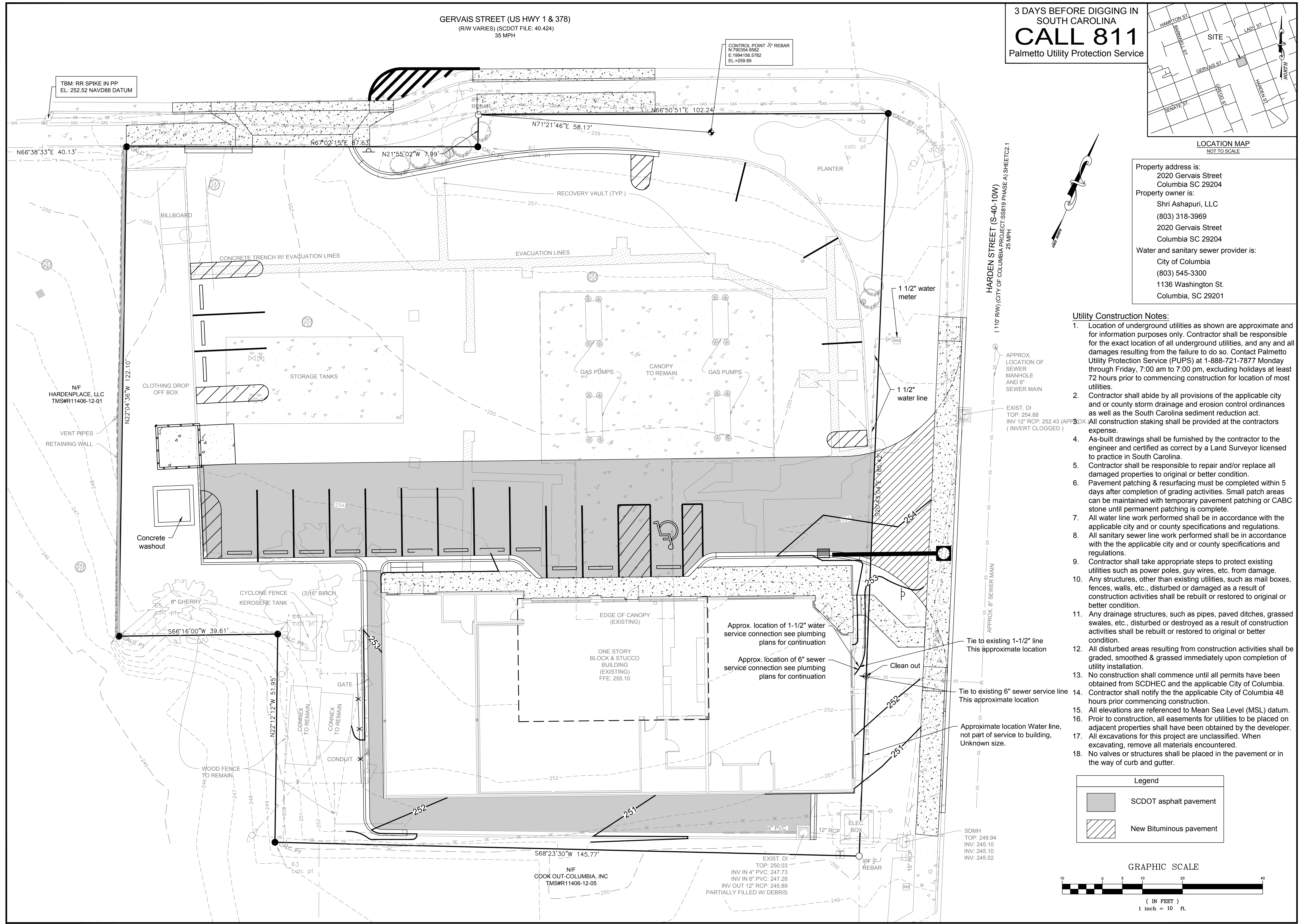
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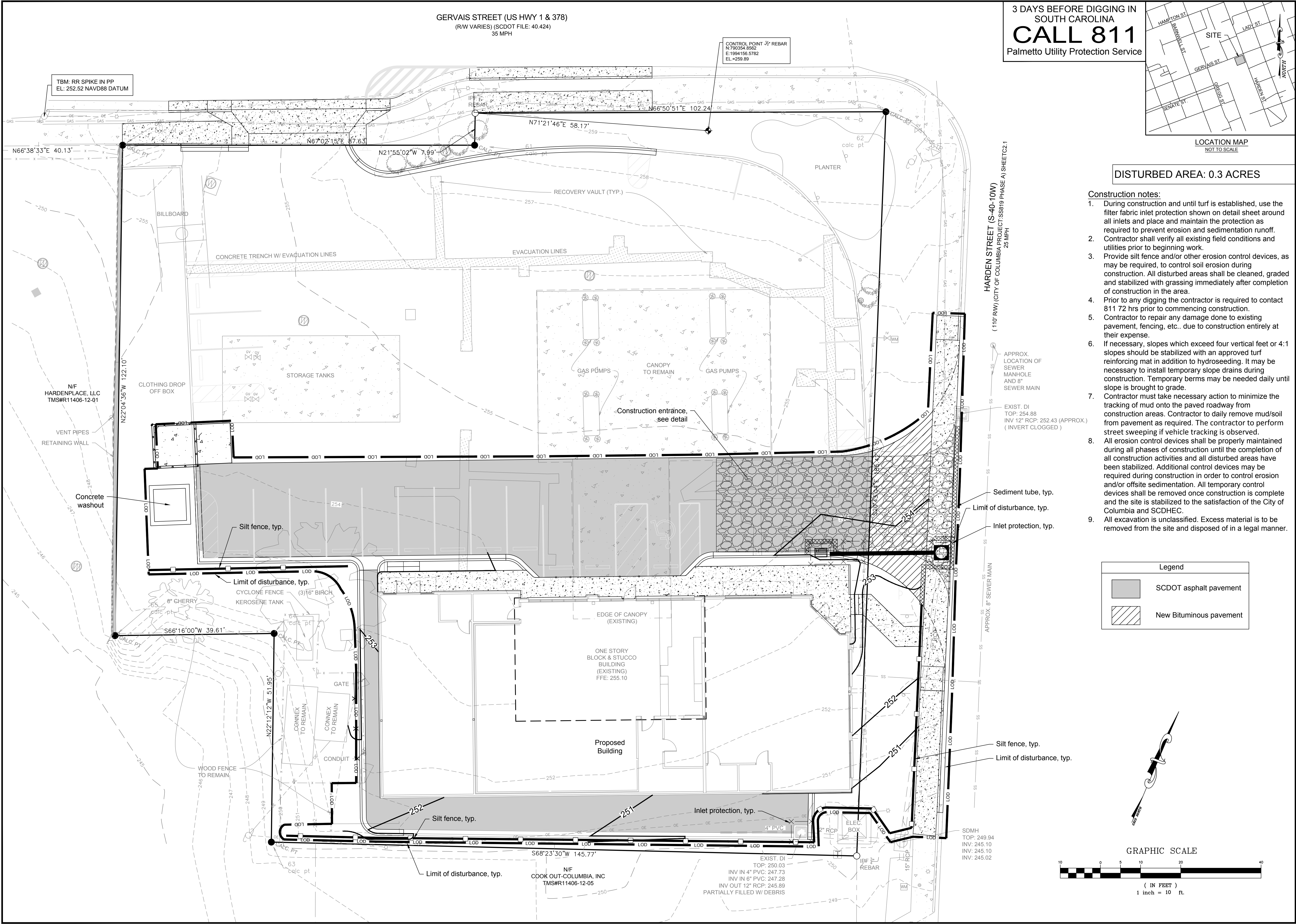


Utility Connection Map
Building Addition One Stop Shell
Prepared for:
Shri Ashapuri, LLC
2020 Gervais Street, Columbia SC 29204

Drawn: TKS Checked: JMF
Revised: 2-2-2018 - Reconfigure both access drives
Project No.: 398915
File: 398915CR3.dwg

C4.0
Sheet Number
August 30, 2017
Date





CHAOSOUTH CAROLINA CONSULTING ENGINEERS & LAND SURVEYORS

CHAOSOUTH CAROLINA CONSULTING ENGINEERS & LAND SURVEYORS

Chao & Associates, Inc.
Civil - Structural - Survey
7 Clusters Court
Columbia, SC 29210
Voice: (803) 772-8420
Fax: (803) 772-9120
Email: consult@chaoinc.com

EROSION & SEDIMENT CONTROL PLAN
BUILDING ADDITION ONE STOP SHELL
PREPARED FOR:
SHRI ASHAPURI, LLC
2020 GERVAIS STREET, COLUMBIA SC 29204

Drawn: TKS
Revised: 2-2-2018 - Reconfigure both access drives
Checked: JMF

File: 398915CR3.dwg
Project No.: 398915

C3.2
Sheet Number
August 30, 2017
Date

Packet Pg. 345



We Are Columbia

MEETING DATE: October 16, 2018

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2018-100 - Authorizing consumption of beer and wine only at the Palmetto Place Palooza Charity Fundraiser on Sunday, October 28, 2018 in the 1600 block of Blanding Street adjacent to the Robert Mills House and Hampton Preston Mansion

FINANCIAL IMPACT:

STRATEGIC GOALS: Collaborate and partner with entities, Connect the City's neighborhoods and business dist, Grow opportunities for entrepreneurship

ATTACHMENTS:

- **#a:** R-2018-100 Palmetto Place Palooza Blanding St (Oct 28) (PDF)

RESOLUTION NO.: R-2018-100

Authorizing consumption of beer and wine only at the Palmetto Place Palooza Charity Fundraiser on Sunday, October 28, 2018 in the 1600 block of Blanding Street adjacent to the Robert Mills House and Hampton Preston Mansion

WHEREAS, Palmetto Place Shelter ("Sponsor") is sponsoring the Palmetto Place Palooza Charity Fundraiser the 1600 block of Blanding Street between Pickens Street and Henderson Street adjacent to the Robert Mills House and Hampton Preston Mansion from 2:00 p.m. until 6:00 p.m. on Sunday, October 28, 2018; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use of the 1600 block of Blanding Street between Pickens Street and Henderson Street adjacent to the Robert Mills House and Hampton Preston Mansion from 12:30 p.m. until 7:30 p.m. for set up, clean up, and staging of the event to be held from 2:00 p.m. until 6:00 p.m.; for patrons to consume beer and wine beverages only during the event hours of 2:00 p.m. until 5:30 p.m.; and for crowd control and overflow; and,

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this ____ day of _____, 2018, that the sale of beer and wine beverages only is authorized between the hours of 2:00 p.m. until 5:30 p.m. on Sunday, October 28, 2018; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the 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 that the closed portion of the 1600 block of Blanding Street between Pickens Street and Henderson Street adjacent to the Robert Mills House and Hampton Preston Mansion, 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 1600 block of Blanding Street between Pickens Street and Henderson Street adjacent to the Robert Mills House and Hampton Preston Mansion, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine beverages only shall be permitted only in plastic cups, plastic or aluminum bottles or aluminum cans provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that in the event of inclement weather on Sunday, October 28, 2018, the City Manager is authorized to approve the rescheduling of the canceled event for another date within one (1) week from the date of the originally scheduled event upon receiving twenty-four (24) hours written notice requesting the rescheduling of the event. The hours of operation for the event, service of beer and wine only at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

BE IT FURTHER RESOLVED that should the organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

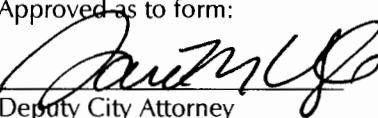
Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

DATE OF REQUEST

10/02/2018

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)Lottie Felkel
Lottie@palmettoplaceshelter.org
843-872-1082

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)

Palmetto Place Palooza/ Charity Fundraiser

DATE(S) OF EVENTS: (monthly can be on one request)

10/28/2018

RAIN CONTINGENCY DATE:

(Rescheduling due to inclement weather is allowed once within one week from the date of the originally scheduled event upon 24-hours written notice to the City, without a new request. The time of event operation shall remain the same.)

None

LOCATION OF EVENT

(i.e., Amphitheater area
of Finlay Park; 1300 and 1400 blocks
of Main Street between Lady Street
and Hampton Street)

1616 Blanding St./ Robert Mills House & 1600 Block of Blanding St.

STREET(S) OR PARK AREA TO BE
CLOSED(i.e., 1300 and 1400 blocks of Main
Street between Lady Street and
Hampton Street; Amphitheater area of
Finlay Park; Boyd Plaza)

1600 Block of Blanding Street between Pickens Street and Henderson Street adjacent to the Robert Mills House and Hampton Preston Mansion

HOURS FOR STREET(S) OR PARK AREA TO
BE CLOSED

(i.e., 5:00 p.m. - 12:00 a.m.)

ALLOW TIME FOR SET UP/CLEAN UP

12:30pm -- 7:30pm

HOURS OF EVENT

(i.e., 6:00 p.m. - 10:00 p.m.)*

2p.m. -- 6p.m.

HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**)

(Hours should end one-half hour prior to end of event, i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*

2p.m. -- 5:30p.m.

Requests should be submitted by mail, e-mail or fax at least **NINETY (90) days in advance of the event** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (slardis@columbiasc.net), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Approval from the adjoining business/property owners must be obtained before your request will be submitted to City Council if streets are to be closed off during business hours. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***Outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of events to residential properties.**

****With the exception of the parks listed in Sec. 15-1 Prohibited acts in parks (8), POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of alcoholic beverages or alcoholic liquors within the event area are prohibited.**

NOTE: **This form should only be used for public events where beer and/or wine are to be sold and consumed on City property** (i.e., Five After Five, St. Patrick's Festival, Concerts in Finlay Park, etc.).

This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety.

Fire Marshal George N. Adams, Jr., 803-545-3703; cfdgadams@columbiasc.net

Legal Department - Shari Ardis; 803-737-4242; slardis@columbiasc.net or fax 803-737-4250 - resolution preparation

Parking Services - Zach Pearce; (803) 545-0287; ztpearce@columbiasc.net - meter bagging

Police Department Special Events - Officer Robert Hall; 803-545-3535; rjhall@columbiasc.net parade permit, police

Parks and Recreation - Pearl Osborne; 803-545-3100; peosborne@columbiasc.net park reservations

Police Department Community Services - Brenda Murphy; 803-545-3507; bmmurphy@columbiasc.net - street closing

Last revised: 3/2018



**1600 BLANDING ADJACENT TO THE ROBERT MILLS HOUSE
AND THE HAMPTON PRESTON MANSION**

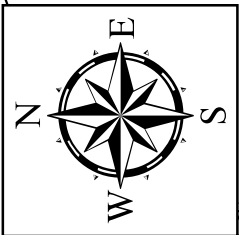
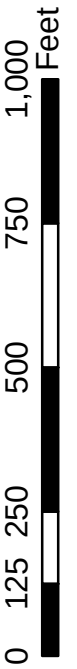
Both Sides of the Street

Legend

Event Area



Perimeter Clean-up Boundary





We Are Columbia

MEETING DATE: October 16, 2018

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Columbia Firefighter Appreciation Month Proclamation - The Honorable Stephen K. Benjamin

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** Columbia Firefighter Appreciation Month March 2018 Proclamation (PDF)



City of Columbia
A Proclamation

WHEREAS, firefighters have one of the nation's most hazardous professions requiring physical strength, stamina, extensive training, courage and selfless commitment to protecting our citizens; and

WHEREAS, firefighters throughout South Carolina and across the nation, in addition to their daily service to our communities, have devoted their personal time to a number of community service projects and have joined the Muscular Dystrophy Association for over 60 years in the fight against neuromuscular diseases; and

WHEREAS, the Muscular Dystrophy Association is extremely grateful for the Columbia's Firefighters whose 2018 "Fill the Boot" campaign will assist them in providing medical education seminars at no cost to local children and families; and

WHEREAS, the Muscular Dystrophy Association is sponsoring Columbia Firefighter Appreciation Month for the month of March 2018, in honor and recognition of the tireless efforts and dedicated service of Columbia's firefighters; and

WHEREAS, the City of Columbia joins the Muscular Dystrophy Association in this tribute to our Firefighters and thanks them for all they do to serve the people of Columbia.

NOW, THEREFORE I, Stephen K. Benjamin, Mayor of the City of Columbia, South Carolina, along with my fellow members of Columbia City Council, do hereby proclaim March 2018 as

Columbia Firefighter Appreciation Month

in the City of Columbia and urge my fellow citizens to recognize and participate in its observance.

Stephen K. Benjamin
Mayor

Sam Davis
District I, Council Member

Tameika Isaac Devine
At-Large, Council Member

Howard Duvall, Jr.
At-Large, Council Member

Edward McDowell, Jr.
District II, Council Member

Daniel J. Rickenmann
District IV, Council Member



We Are Columbia

MEETING DATE: **October 16, 2018**

DEPARTMENT: **Public & Media Relations**

FROM: *Leshia Utsey, Director*

SUBJECT: **National Cyber Security Awareness Month Proclamation - The Honorable Mayor Stephen K. Benjamin**

FINANCIAL IMPACT:

CLEAN WATER 2020?: **No**

ATTACHMENTS:

- **#a:** National Cyber Security Awareness Month Proclamation (PDF)



A Proclamation

WHEREAS, the City of Columbia recognizes the vital role that technology has in our daily lives and in the future of our nation; and,

WHEREAS, critical infrastructure sectors are increasingly reliant upon information systems to support financial services, telecommunications, transportation, utilities, health care and emergency response system; and,

WHEREAS, the use of technology enhances the education of all ages of students by providing them access to educational and research materials; and,

WHEREAS, internet and technology users face an increasing threat of malicious cyber-attack, significant financial and personal privacy losses due to identity theft and fraud; and,

WHEREAS, maintaining the security of cyberspace is a shared responsibility in which each of us has a critical role, and awareness of computer security essentials will improve the security of Columbia's information infrastructure and economy; and,

WHEREAS, the City of Columbia is proud to join a coalition of private companies, nonprofits and government organizations to raise awareness about cybersecurity among all technology users, helping them to stay safer and more secure online.

NOW THEREFORE, I, Stephen K. Benjamin, Mayor of the City of Columbia, South Carolina, along with my fellow members of Columbia City Council, do hereby proclaim October 2018 to be

National Cyber Security Awareness Month

in the great City of Columbia and urge my fellow citizens to recognize and participate in its observance.

Stephen K. Benjamin
Mayor

Sam Davis
District I, Council Member

Tameika Isaac Devine
At-Large, Council Member

Howard E. Duvall, Jr.
At-Large, Council Member

Edward H. McDowell, Jr.
District II, Council Member

Daniel J. Rickenmann
District IV, Council Member



We Are Columbia

MEETING DATE: October 16, 2018

DEPARTMENT: Public & Media Relations

FROM: *Leshia Utsey, Director*

SUBJECT: National Pregnancy and Infant Loss Remembrance Month -
The Honorable Mayor Stephen K. Benjamin

FINANCIAL IMPACT:

CLEAN WATER 2020?: No

STRATEGIC GOALS: Foster a healthy quality of life

ATTACHMENTS:

- **#a:** National Pregnancy and Loss Remembrance Day (2018) (PDF)
- **#b:** National Pregnancy and Infant Loss Remembrance Month (PDF)



A Proclamation

WHEREAS, Pregnancy and Infant Loss Remembrance Day (PAILRD) is an annual remembrance day that is observed in the United States and Canada on October 15; and,

WHEREAS, It is a day of remembrance for pregnancy loss and infant deaths, which includes but is not limited to miscarriage, stillbirth, SIDS, or the death of a newborn; and,

WHEREAS, According to the South Carolina Vital Records Data and Statistics, over the past 20 years alone, the infant mortality rate in South Carolina has decreased by 26.3 percent; and,

WHEREAS, Though we have made significant strides in the promotion of women's health and infant health before, during, and after pregnancy, South Carolina's infant mortality rate remains higher than the U.S. rate of 5.9 deaths per 1000 live births; and,

WHEREAS, The 2016 infant mortality rate in South Carolina did not change from 2015 and remains at 7.0 infant deaths per 1,000 live births; and,

WHEREAS, the loss of a baby remains a sad reality for many families and takes a serious toll on the health and well-being of families as well as our community and the nation as a whole; and,

WHEREAS, recognizing Pregnancy and Infant Loss Remembrance Day will enable the citizens of Columbia to consider how they can meet the needs of bereaved mothers, fathers, and family members and work to prevent the causes of these deaths; and,

WHEREAS, the City of Columbia appreciates the hard work from groups such as Naomi's Circle that help parents who have experienced the loss of a baby in pregnancy or infancy.

NOW, THEREFORE I, Stephen K. Benjamin, Mayor of the City of Columbia, South Carolina, along with my fellow members of Columbia City Council, do hereby proclaim Monday, October 15, 2018 as

National Pregnancy and Infant Loss Remembrance Day

in the great City of Columbia and urge my fellow citizens to recognize and participate in its observance.

Stephen K. Benjamin
Mayor

Sam Davis
District I, Council Member

Tameika Isaac Devine
At-Large, Council Member

Howard E. Duvall, Jr.
At-Large, Council Member

Edward H. McDowell, Jr.
District II, Council Member

Daniel J. Rickenmann
District IV, Council Member



A Proclamation

WHEREAS, Pregnancy and Infant Loss Remembrance Day (PAILRD) is an annual remembrance day that is observed in the United States and Canada on October 15; and,

WHEREAS, It is a day of remembrance for pregnancy loss and infant deaths, which includes but is not limited to miscarriage, stillbirth, SIDS, or the death of a newborn; and,

WHEREAS, According to the South Carolina Vital Records Data and Statistics, over the past 20 years alone, the infant mortality rate in South Carolina has decreased by 26.3 percent; and,

WHEREAS, Though we have made significant strides in the promotion of women's health and infant health before, during, and after pregnancy, South Carolina's infant mortality rate remains higher than the U.S. rate of 5.9 deaths per 1000 live births; and,

WHEREAS, The 2016 infant mortality rate in South Carolina did not change from 2015 and remains at 7.0 infant deaths per 1,000 live births; and,

WHEREAS, the loss of a baby remains a sad reality for many families and takes a serious toll on the health and well-being of families as well as our community and the nation as a whole; and,

WHEREAS, recognizing Pregnancy and Infant Loss Remembrance Day will enable the citizens of Columbia to consider how they can meet the needs of bereaved mothers, fathers, and family members and work to prevent the causes of these deaths; and,

WHEREAS, the City of Columbia appreciates the hard work from groups such as Naomi's Circle that help parents who have experienced the loss of a baby in pregnancy or infancy.

NOW, THEREFORE I, Stephen K. Benjamin, Mayor of the City of Columbia, South Carolina, along with my fellow members of Columbia City Council, do hereby proclaim the month of October 2018 as

National Pregnancy and Infant Loss Remembrance Month

in the great City of Columbia and urge my fellow citizens to recognize and participate in its observance.

Stephen K. Benjamin
Mayor

Sam Davis
District I, Council Member

Tameika Isaac Devine
At-Large, Council Member

Howard E. Duvall, Jr.
At-Large, Council Member

Edward H. McDowell, Jr.
District II, Council Member

Daniel J. Rickenmann
District IV, Council Member



We Are Columbia

MEETING DATE: October 16, 2018

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Benedict College-Homecoming Tiger Jam Hospitality Tax
Funding Request

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** Benedict College Funding Application_Redacted (PDF)



Powered by ZoomGrants™

City of Columbia, SC
Grant Administration

Hospitality Tax Program FY 2019

1/31/2019 deadline



Benedict College
Benedict College 2018 Homecoming Tiger Jam

Jump to: [Application Questions](#) [Budget](#) [Tables](#) [Documents](#)**\$ 10,000.00** Requested

\$ 0 City H-Tax Amount Funded Previous Fiscal Year

Submitted: 10/5/2018 11:17:50 AM (Pacific)

Project Contact**Additional Contacts**

none entered

Benedict College1600 Harden Street
Columbia, SC 29204**President and CEO**Roslyn Artis
Roslyn.Artis@Benedict.edu

Telephone

Fax

Web

www.benedict.edu

EIN

DUNS

(N)CAGE

SAM Expires

Application Questions [top](#)**Compliance Information****1. How long has this organization been in existence?**

148 Years

2. Is this organization currently chartered as a private, non-profit organization under South Carolina law?☒ Yes☐ No**3. What is the organizations date of charter?**

If you answered No to the previous question, respond N/A

November 2, 1894

4. Does the organization have an IRS Determination Letter?☒ Yes☐ No**5. What is the date of the IRS Determination Letter?**

If you answered No to the previous question, respond N/A

November 21, 1956

Project/Event Information**6. What is your mission statement for your project/event?**

The mission of Benedict College's Homecoming Tiger Jam concert is reconnect with Benedict College alumni, friends, and local

residents in support of Benedict College students.

7. How many years has the project/event been funded from the City of Columbia's Hospitality Tax Grant?
This is the first year.

8. Where is the location of the project/event? (must be held inside of the City of Columbia limits)
Projects/events not in the city limits will not be eligible.
Charlie W. Johnson Stadium, 2047 Two Notch Road, Columbia, SC 29204

9. Which of the following describes the timeline of the project/event for FY2019:
The project/event you are requesting funding for, must be held in FY2019 (July 1, 2018 - June 30, 2019)

- ☒ Held once during the fiscal year
- ☐ Seasonal (Multiple performance dates)
- ☐ Ongoing throughout the fiscal year

10. What is the project/event start date?

This option is for a project/event held once during the fiscal year. It can be one day or multiple days (ex: one day event, weekend event, week long event) If proposed date(s) change, please contact us with the update.
October 20, 2018

11. What is the project/event end date?

October 20, 2018

12. List the number of performances/programs proposed for the project/event you are requesting funds.

This option is for projects/events that are seasonal and have multiple performance/program dates throughout the fiscal year.
Once concert with two celebrity performing music artists.

13. List all performance/program proposed dates for the fiscal year

If proposed dates change, please contact us with the update.

Benedict College Homecoming Tiger Jam

October 20, 2018

14. Give a brief description of the project/event for which you are requesting funding:

Give a brief description of the project/event and include how it draws tourist into the City of Columbia.

We are requesting funding to assist with the event and promotional feels needed to host Tiger Jam. Tiger Jam is the culminating event for Benedict College's 2018 Homecoming Celebration. The goal of the event is to attract Benedict College alumni from in and out of state as well as residents from local and surrounding areas to Columbia to fellowship, reconnect, and support the educational pursuits of Benedict College students.

15. Briefly describe coordination that has been completed or will be needed with other organizations for this project/event:

Benedict College is currently partnering with the Benedict College Alumni Association and local media outlets to promote the concert and sell tickets to Columbia and surrounding area residents. All logistics, such as any needed permits and police coverage is being coordinated by Benedict College staff.

16. What is your contingency plan for inclement weather (if applicable)?

If not applicable, indicate N/A

In case of inclement weather the concert will be moved to

17. Will Food/Beverage Vendors be used at your project/event?

If yes, a list of all proposed food/beverage vendors will need to be attached at the end of the application.

- ☒ Yes
- ☐ No

18. Have all food/beverage vendors from previous funding paid into the City of Columbia hospitality tax?

If answer is NO give explanation. If no food/beverage vendors used, respond N/A.

Our exclusive food service provider will manage concessions at the stadium for the concert. All City of Columbia hospitality tax has been paid.

Project/Event Attendance

19. What was the method of tracking previous attendance for the project/event?

We will track attendance via tickets sold and collected upon admission to the stadium.

20. How many people do you estimate will attend the project/event that you are requesting Hospitality Tax funding?

400 - 600

21. What is your rationale or documentation for this estimate?

The rationale for this estimate is based on attendance from previous Benedict College Homecoming concerts.

22. One goal of the Hospitality Tax is to attract tourist. A tourist is defined as "someone who travels from outside the city limits." What percentage of your overall attendance for the project/event are tourists?

15% to 20%

23. What method was used to calculate the above tourist percentage?

We calculated the tourist percentage based on the percentage of alumni who return to attend Benedict College Homecoming events annually from other states and cities.

Marketing and Sustainability**24. What percentage, and actual dollar amount, of your total Hospitality Tax allocation goes to direct out of market advertising & promotion:**

List both the percentage and actual dollar amount.

30% \$3,500

25. What efforts are being made to increase the sustainability of this organization/project/event and decrease the reliance on City of Columbia Hospitality Tax funding?

If no sustainability plan is in place, explain why.

We are actively seeking sponsorship dollars and increased funding from alumni and friends to decrease our reliance on City of Columbia Hospitality Tax funding.

26. What efforts are being made to recycle and decrease waste for your project/event?

If no recycling plan is in place, explain why.

Our facilities/maintenance office sorts and appropriately recycles waste daily on our campus and at all Benedict College events.

Budget [top](#)

Project/Event Income	Amount Requested	Pending	Receiving
FY2019 City of Columbia H-Tax Request	\$ 10,000.00		
Benedict College Alumni Association	\$ 10,000.00		\$ 10,000.00
Richland County	\$ 10,000.00		\$ 10,000.00
Benedict College	\$ 12,000.00		\$ 12,000.00
Total	\$ 42,000.00	\$ 0.00	\$ 32,000.00

Project/Event Expenses	Dollar Amount
Entertainment (Concert Artists)	\$ 6,500.00
Advertising/Promotions	\$ 3,500.00
Total	\$ 10,000.00

Budget Narrative

We will use \$6,500 of the \$10,000 request to help pay for the concert artist fees which total \$23,000. The remaining balance of \$3,500 will be used to pay for radio and print advertisements for the concert.

Tables [top](#)**Paid/Unpaid Staff Members for Project/Event**

Name (First & Last)	Amount Paid	Unpaid	Full Time	Part Time
Leandra Hayes-Burgess	\$	✓		
Janina Coleman	\$	✓		
Ada Belton	\$	✓		
Kenneth Dawkins	\$	✓		

Wylondria Jefferson	\$	✓	☐	☐
Willie Washington	\$	✓	☐	☐
Lorraine Dunbar	\$	✓	☐	☐
Robert Squirewell	\$	✓	☐	☐
Jacqueline Williams	\$	✓	☐	☐
Valerie Goodson	\$	✓	☐	☐
Walletha Johnson	\$	✓	☐	☐
Jamie Williams	\$	✓	☐	☐
Kymm Hunter	\$	✓	☐	☐
Chris Lindsay	\$	✓	☐	☐
	\$	☐	☐	☐
	\$	☐	☐	☐
	\$	☐	☐	☐
	\$	☐	☐	☐
	\$	☐	☐	☐
	\$	☐	☐	☐
Total	\$ 0			

Previous Attendance for Project/Event

Fiscal Year	Attendance	Food Sales	Beverage Sales
FY 2014-15	N/A	\$	\$
FY 2015-16	N/A	\$	\$
FY 2016-17	N/A	\$	\$
FY 2017-18	N/A	\$	\$

Documents [top](#)

Documents Requested *	Required?	Attached Documents *
Detailed budget for the project/event (not the organization) for which you are requesting City funding	✓	Budget
Project/event specific Income & Expense statement for same or similar project/event for the previous funding year	✓	Income & Expense
Current financials/bank statement	✓	Bank Statements
Copy of Secretary of State Letter	✓	Secretary of State Letter
W-9 form	✓	W-9
A copy of your 990-tax form or letter of exemption from the IRS (if applicable)	✓	Exempt Letter
Current Board Members	✓	Board Members
List of proposed food/beverage vendors for project/event. If none proposed at this time, turn in vendor list at time of funding request.	✓	Food and Beverage

* ZoomGrants™ is not responsible for the content of uploaded documents.

Application ID: 125989

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We Are Columbia

MEETING DATE: October 16, 2018

DEPARTMENT: Traffic Engineering

FROM: *David Brewer,*

SUBJECT: Council is asked to approve the establishment of a neighborhood-wide 25 mph speed limit in the Shandon Neighborhood, as requested by the Public Works Department.

FINANCIAL IMPACT:

CLEAN WATER 2020?: No

ATTACHMENTS:

- **#a:** Shandon 25 mph speed limit request (PDF)
- **#b:** Shandon Neighborhood Council July 2016 Minutes (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: Neighborhood Speed Limit - Shandon
DATE: September 21, 2018

In response to a request from residents of the Shandon Neighborhood, we have reviewed current speed limits in the area relative to the feasibility of instituting a neighborhood-wide speed limit of 25 mph.

The streets in Shandon are a mixture of City-owned and SCDOT-owned, and are residential in nature.

SCDOT has indicated that in order to institute the area-wide change to include their roadways, they will require City Council approval of establishing the speed limit and the boundaries of the neighborhood. Once we have SCDOT approval, we will post signs on all streets entering the area and revise the existing speed limit signs inside the neighborhood. The boundaries in question are from Harden Street to Kilbourne Road and from Devine Street to Rosewood Drive.

The Police Department has reviewed the request and had no objections. If City Council approves, please advise me, and we will proceed with the installation as soon as the work can be scheduled.

Draft

July 11, 2016

Shandon Neighborhood Council Minutes

Roll Call-Present- Johnson, Vail, Elijah,Hynes, Crouch, Roe, Augustine, Lindenberg, Jones, Gruner, Kenney, Addison and Foster

Minutes: May 9th meetings are on-line. Copy made available at the meeting Meeting minutes approved. Recommendation that the minutes be submitted as a draft and then final approval at meeting

Treasurer's Report

Balance in Bank \$15,837.64 Recap of income and expenses by R Vail

Newsletter-Summer edition

Ron Burns suggested that we issue extra to devine Street merchants. Asked residents to promote articles for the newsletter

Turkey Trot

George Crouch has secured Platinum sponsors Anytime Fitness and Mary Lane Sloan with The Art of Real Estate

Meeting with SR July 18th to start work on Trot. Same route as last year.

National Night Out (NNO)

August 2nd from 6-8

Communities to engage with public officials.Mayor and other officials invited.

Discussion on expanding the NNO at Sims Park with a ,more adult version. This led to discussion about block parties.

Kelly Hynes spoke about her block party and how to sponsor a block party.We suggested putting block party "how to" steps in the newsletter.

Sally Foster contacted SCANA about low energy light bulbs for neighbors to light up their front porches at night. Possibly if SCANA comes thru with some bulbs to hand them out at NNO.

Tour of Homes

Ron Burns set the date for December 4th from 2-6 (a SUNDAY)

Most of the homes have been lined up. May relocate the Tour HQ to Dreher HS as in years past.

New Business

Parks and Rec meeting with Mary Roe. Discussed possible addition of basketball hoops for smaller children, possible shuffleboard court and Bocce ball court. All this would be at Sims Park. Pickle Ball was also suggested by resident. Was suggested that the Profanity Prohibited sign was no longer needed at Sims.

Communications

Scott Lidenburg is handling the web site. More current information is the goal. Possible e-news letter was discuss with link added in the website to opt-in for an e edition. And then opt-out is so desired.

Funding for Block Parties

Discussion turned to block party particulars. Encourage more neighbors to get to know each other. Discussion was around allocating \$250 for helping offset the costs of NNO block party. Entertainment was discussed and Craft and Draft was invited to help with adult beverages..Mary Roe stated that she had checked with SNC insurance and that we are covered for such an event. Permitting is required by the city. That allows adult beverages to be consumed within the “blocked” area.

Motion was made to : Spend \$250 to enhance adult section of NNO. Unanimous agreement.

Rental Ordinance

City moved implementation of ordinance to fall and not July. Ron Burns explained how the updated ordinance works in a nutshell. Same complaint process but better enforcement.

HUD Housing in Neighborhood

Resident was concerned about HUD Housing next to her on Blossom St. Several people explained some steps that she could take to get better action on her complaints. One was to contact Joe Wilson’s office. Officer Schmidt also asked for a conversation about the topic after the meeting. Russell Jones explained briefly about HUD regulations and rules.

Dedication for Polly

Another similar bench needs to be added at the dog park for Polly to have dedicated. The city will afford the bench and SNC will purchased the plaque. Mary Roe is following up on that.

Speed Limit

Mary Roe stated to get a uniform 25mph in the neighborhood, we need to draft a request and submit to city council. Suggested we put recap of the discussion into the newsletter. State road control of streets was discussed. Impression was that City could control the speeds on the roads. Discussion about every entry point needing 25mph sign or just changing the current signs. Over the years the objection of having a sign in front of someone’s house has halted the project to unify Neighborhood-wide 25mph speed limit. It was suggested that the sign have a “Neighborhood Wide” heading on it.

Motion: Council will create a recommendation to City Council to unify the Shandon Neighborhood speed limit to 25mph. Voted on and approved.

501 C status update

Mary Roe and Rachel Vail will meet with attorneys and have a report at next council meeting.

Bike Walk Plan City of Columbia

John Fellows and Leigh DeForth from City Planning Department explained the project to those assembled. This was an education presentation to see what the City wanted to do with Bike Walk upgrades in the City.

Maps and information is available at WalkBikeColumbia.org

Several types of Bike paths were discussed from simple to complex. Simple ones are being implemented currently. Mostly involves signage. Several maps showing exactly how the Shandon Neighborhood would be impacted. Should we become a 501C there may be some opportunity for grants that allow us to enhance our neighborhood's bike/walk paths. There was discussion about how our large roads, Devine, Rosewood, Beltline etc form a barrier to biking and walking. Several funding sources were mentioned: Grants, Federal, County and City sources are available.

Speed Management and Traffic calming methods were briefly mentioned. Types of methods are general, vertical deflection and horizontal deflection. One size does not fit all so many solutions are in play.

Safety Report

Office Schmidt indicated that there were less issues this time from his last visit. Mentioned a couple of car break-ins and home break-ins. Suggested that we visit FACEBOOK. Search City of Columbia Police South Region. It has a list of names and pictures of people recently arrested and booked for theft. If we notice someone suspicious we might check them out on that FACEBOOK page.

Meeting Adjourned at 8:00.



We Are Columbia

MEETING DATE: October 16, 2018

DEPARTMENT: Community Development

FROM: *Gloria Saeed, Director*

SUBJECT: Community Development Block Grant Disaster Recovery
Action Plan Amendment #3 - Ms. Gloria Saeed, Community
Development Director

FINANCIAL IMPACT:

STRATEGIC GOALS: Provide high quality municipal services

ATTACHMENTS:

- **#a:** Memo to City Clerk_Community Development (PDF)
- **#b:** Action Plan Amendment_3 (003) (PDF)



We Are Columbia

INTEROFFICE MEMORANDUM

DATE: October 9, 2018

TO: Erika Moore, City Clerk
Missy Gentry, Assistant City Manager

FROM: Gloria Saeed, Director, Community Development

SUBJECT: Request for City Council Agenda – October 16, 2018 – CDBG-DR UPATE

We are requesting that the proposed CDBG-DR Action Plan (AP) Substantial Amendment Number 3 be presented to City Council at the October 16, 2018 City Council meeting. Substantial changes include the addition of rental investment properties as eligible structures in the Hazard Mitigation Grant Program (HMGP) Local Cost Share Match Program and the elimination of the CDBG program income contribution of \$1 million to the Minor Repair Program.

City Council is asked to approve AP Amendment 3 for submission to HUD along with all citizen comments received during the 15-day public comment period from October 4-19, 2018.

Please do not hesitate to contact me at 545-3766 or Dollie Bristow at 545-3371 if you have any questions regarding this information.

Thank you.



We Are Columbia

City of Columbia South Carolina

Community Development Block Grant – Disaster Recovery

Action Plan Amendment Number 3

Public Comment Period: October 4, 2018 – October 19, 2018

For CDBG-DR Funds

Disaster Relief Appropriations Act of 2016
(Public Law 115-31, Effective: August 14, 2017)
(Public Law 114-113 Effective June 22, 2016)

**CITY OF COLUMBIA CDBG DISASTER RECOVERY
ACTION PLAN AMENDMENT NUMBER 3
OCTOBER 2018**

SUMMARY OF REVISIONS

PAGE NUMBER	SECTION	REVISION
5	Overview	Added overview of program changes to Amendment #3.
12	Table B-2	Revised projected number of impacted properties.
21	Funding Allocation Table 2.1	Eliminated MRP Program Income funds of \$1 million; updated number of eligible properties.
63	6.0 Program Descriptions- CHAP	Removed the major and severe damage categories to reflect the intent to complete any eligible repairs greater than \$25,000; included relocation assistance as an eligible cost; program will continue to accept applicants until all funds are expended or reallocated; add role of Internal Auditor and QA/QC Plan to section on monitoring; homeowners must reside on the rehabilitated property for a minimum of 5 years after construction is complete. The International Residential Code, with SC modifications, will be applied to those properties requiring reconstruction.
66	6.0 Program Descriptions – Small Rental Repair	Revised to allow properties located in the floodplain with the maintenance of flood insurance; reimbursement for storm-related repairs must be made by a licensed contractor who has completed the work satisfactorily, applicants used personal funds to make necessary repairs and can demonstrate a financial hardship; added the role of the internal auditor and the QA/QC Plan in the monitoring section.
69-70	6.0 Program Descriptions – Elevation Reimbursement	Clarified that application for ICC funds is required only if the owner was required to have flood insurance at the time of the storm; added language concerning recapture of duplicate funds and revised the section on monitoring.
70-72	6.0 Program Descriptions – Minor Repair Program	Clarified that repairs will include those to ensure decent, safe and sanitary conditions as defined by DR Housing Standards. Eliminated the requirement for FEMA registration for all applicants who can document damages related to the October 2015 flood; added role of the internal auditor and QA/QC Plan to monitoring section; clarified that relocation costs will be outside of the program cap; changed homeowner residence requirement to a minimum of three (3) years after construction is complete; added language concerning recapture of duplicative funds.

PAGE NUMBER	SECTION	REVISION
72-74	6.0 Program Descriptions – Small Business Disaster Recovery	Changed method of guaranty from mortgage to personal property guaranty; clarified lender is CDBG Disaster Recovery Program, not OBO; clarified that application for FEMA assistance is not required for commercial properties; added role of internal auditor and QA/QC Plan to monitoring section.
74-77	6.0 Program Descriptions – Multifamily Affordable Housing	Clarified that grants will be made through subrecipients; eliminated loans, loan guarantees, and interest rate subsidies as methods of award; eliminated owners of damaged properties as eligible applicants; included reasonable developer fees to list of eligible soft costs; included section on Readiness to Proceed; updated section on monitoring to include role of Internal Auditor and the QA/QC Plan.
79	6.0 Program Descriptions – Canal Head Gates	Updated the section on monitoring to include role of Internal Auditor.
80-82	6.0 Program Descriptions – HMGP Local Cost Share Match	Clarified rental properties are eligible per Buyout Program criteria established in Action Plan dated December 21, 2016; clarified that second homes are not eligible properties; added details on relocation assistance, program administration, meeting a CDBG national objective, the application process, and DOB review.
85	6.2.2 Housing	Eliminated the \$1 million contribution of CDBG Program Income funds to the Minor Repair Program.
85-86	6.3.1 Construction Standards	Clarified new construction will meet 2015 International Residential Code and DR Housing Standards; green building improvements will be made when applicable; green building certification is required for all new construction/reconstruction; clarified method of determining pre-flood FMV.
88	6.3.4 Elevation Standards	Clarified that green building improvements will be made when feasible for rehabilitation projects and for all new construction/reconstruction projects; deleted requirements for duct and air leakage certification and solar readiness.
90	6.3.6 Broadband Infrastructure	Changed tense to indicate approval of Action Plan Amendment #1.
90-91	6.3.7 Disaster Resistant Housing	Multifamily housing: changed number of neighborhood revitalization areas to eight not nine; CHAP: updated number of eligible homeowners; SRRP: added requirement for documentation of storm damage; MRP: changed International Property Maintenance Code to decent, safe and sanitary conditions per the DR Housing Standards, and International Residential Code when applicable.
94	6.3.8 Minimize or Address Displacement	Added the maximum replacement housing payment of \$7200; replace HQS with decent, safe, and sanitary.
95-98	6.3.10 Monitoring Standards and Procedures	Added Internal Auditor responsibility to develop program level monitoring strategy; updated Table 30, Monitoring Staff, to include the Internal Auditor and DR compliance specialist; clarified that DR

		compliance staff will also monitor subrecipients of disaster recovery funds.
PAGE NUMBER	SECTION	REVISION
100	Location, Mitigation Measures, Use of Urgent Need	Updated amount of CDBG DR allocation to include \$6,155,000 awarded under PL 115-31 and approved under Action Plan Amendment #1.
101	8.1 Citizens Participation Plan	Corrected the title of Section 8.3.
102-105	8.1. Citizen Grievances or Complaints	Clarified that the DR Manager will review and respond to all complaints; the Grievance Committee will be asked to consider complaints that require peer review.
105	8.3 Action Plan Opportunities for Public Engagement	Added comment period for Action Plan Amendment #3.
106	8.5.2 Environmental Clearance	Added ESP Associates as firm providing environmental services.
109	8.5.11 Procedures to Ensure Timely Information on Applicant Status	Added damage assessment, scope of work and contractor bids to program stages.
110	8.6 Summary of Public Comments and Responses	Added dates of public comment period for Action Plan Amendment #3 (October 4–19, 2018).
113	9.6 City Approval	Added date of City Council review (October 16, 2018) and approval of Amendment #3.
129	Exhibit C – Financial and Performance Projections	Added latest financial and performance projections. To Be Added

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	Exhibit D – SF-424 Form and Checklists	
	Exhibit E – Duplication of Benefit Procedures	
	Exhibit F – Procurement Policies and Procedures	

CDBG-DR Action Plan List of Acronyms

ABFE	Advisory Base Flood Elevation
ACS	American Community Survey
ADA	Americans with Disabilities Act
AMI	Area Median Income
AIAN	American Indian/Alaskan Native
BFE	Base Flood Elevation
CBP	Columbia Buyout Program
CDBG-DR	Community Development Block Grant-Disaster Recovery
CHA	Columbia Housing Authority
CHAP	Columbia Homeowner Assistance Program
CHDO	Community Housing Development Organization
CPAC	Climate Protection Action Committee
DOB	Duplication of Benefits
DOA	Department of Agriculture
DRGR	Disaster Recovery Grant Reporting
EGCC	Enterprise Green Committee Criteria
EPA	Environmental Protection Agency
FEMA	Federal Emergency Management Agency
FEMA IA	FEMA Individual Assistance
FEMA IHP	FEMA Individual and Households Program
FEMA PA	FEMA Public Assistance
FIRM	Flood Insurance Rate Map
HERS	Home Energy Rating System
HMGP	Hazard Mitigation Grant Program
HMIS	Homeless Management Information System
HOME	Home Partnership Program
HOPWA	Housing Opportunities for Persons with Aids
HUD	Housing and Urban Development (Department of)
ICC	Increased Cost of Compliance
LEED	Leadership in Energy and Environmental Design
LID	Low Impact Development
LMI	Low/Moderate Income
MACH	Midlands Area Consortium for the Homeless
MBE/WBE	Minority Owned Business Enterprise/Women Owned Business Enterprise
MFRG	Midlands Flood Recovery Group
MGD	Million Gallons/Day
MRP	Minor Repair Program
MSA	Metropolitan Statistical Area
NFIP	National Flood Insurance Program
NHPI	Native Hawaiian/Pacific Islander
OIG	Office of Inspector General
PA	Programmatic Agreement
PEAR	Property Enhancement Assistance for Rental Housing
PHA	Public Housing Authority
PP FVL	Personal Property FEMA Verified Loss

QA/QC	Quality Assurance/Quality Control
QPR	Quarterly Progress Report
RP FVL	Real Property FEMA Verified Loss
SBA	Small Business Administration
SBDR	Small Business Disaster Recovery
SCDNR	South Carolina Department of Natural Resources
SCEMD	South Carolina Emergency Management Department
SFHA	Special Flood Hazard Area
SNAP	Supplemental Nutrition Assistance Program
SRRP	Small Rental Repair Program
URA	Uniform Relocation Assistance and Real Property Acquisition Policies Act
USACE	U.S. Army Corps of Engineers

**CITY OF COLUMBIA COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
DISASTER RECOVERY PROGRAM
Action Plan Amendment #3
October 2018**

OVERVIEW

The City of Columbia received HUD approval for its CDBG Disaster Recovery Action Plan on January 24, 2017 (Public Law 114-113). The Action Plan described the allocation of \$19,989,000 to programs designed to address unmet needs resulting from the October 2015 Storm/Flood, primarily focusing on rehabilitation of single family residences that meet low to moderate income criteria. Action Plan Amendment Number 1, approved March 1, 2018, describes the status of current programs, allocates additional funding of \$6,166,000 in accordance with Public Law 115-31, and provides justification for the reallocation of initial funding and the creation of new programs to address unmet infrastructure and affordable housing needs.

Action Plan Amendment Number 2 included minor revisions to the Table of Contents and the start and end dates of individual programs to align with those in the financial projections. Action Plan Amendment #3 is not requesting a reallocation of any CDBG DR funds; however, the City has withdrawn its Program Income contribution of \$1 million.

Table A-1

COLUMBIA, SOUTH CAROLINA CDBG DISASTER RECOVERY TOTAL ALLOCATION					
CDBG DISASTER RECOVERY PROGRAM	FIRST ALLOCATION	SECOND ALLOCATION	TOTAL ALLOCATION	PERCENTAGE OF FUNDING	IMPACTED PROPERTIES
Administration*	\$999,450	\$308,300	\$1,307,750	5%	
Planning*	\$999,450	\$2,924,050	\$3,923,500	15%	
Columbia Homeowner Assistance Program	\$3,336,150	(\$356,150)	\$2,980,000	11%	20
Homeowner Buyout Program	\$2,000,000	(\$2,000,000)	\$0	0%	0
Small Rental Repair Program	\$6,565,270	(\$3,565,270)	\$3,000,000	11.5%	30
Elevation Reimbursement	\$3,490,000	(\$3,370,000)	\$120,000	0.5%	3
Minor Repair Program	\$2,398,680	\$2,554,070	\$4,952,750	19%	198
Small Business Assistance Program	\$200,000	\$0	\$200,000	1%	10
Subtotal			\$16,484,000		
MF Housing		\$3,671,000	\$3,671,000	14%	150
Canal Head Gates		\$4,000,000	\$4,000,000	15.3%	
25% Local Cost Share Match (HMGP)		\$2,000,000	\$2,000,000	7.7%	23
Total	\$19,989,000	\$6,166,000	\$26,155,000	100%	441

The status of current Disaster Recovery programs as of September 15, 2018 is identified in the chart below:

Table A-2

PROGRAM	NUMBER OF APPLICANTS EXPECTED	NUMBER OF APPLICANTS	NUMBER OF ELIGIBLE APPLICANTS
CHAP	76	55	45
SMALL RENTAL REPAIR	193	81	61
ELEVATION REIMBURSEMENT	22	9	3
HMGP MATCH	32	27	23
MINOR REPAIR	1198	235	171
	1531	407	303

Summary of Substantial Changes

Columbia Buyout/HMGP Local Cost Share Match Program:

- Include rental investment properties as eligible structures; second homes are not eligible.

Columbia Minor Repair Program

- Eliminate CDBG Program Income contribution of \$1 million.

Summary of Administrative and Non-Substantial Changes

The Columbia Homeowner Assistance Program (CHAP):

- Remove the major and severe damage categories to reflect the intent to complete any repairs necessary greater than \$25,000;
- Remove the requirement that homeowners provide sufficient gap financing to complete all repairs;
- Include relocation assistance as an eligible cost;
- Program will continue to accept applicants until all funds are expended or reallocated;
- Add role of Internal Auditor and QA/QC Plan to section on monitoring;
- Change the period of homeowner residency to five years from date of construction completion.

Columbia Buyout/HMGP Local Cost Share Match Program:

- Add a clear description of the Phase 1 intake process;
- Add bullet points to list all possible funding sources for DOB review;
- Clarify recapture requirements;
- FEMA registration is only required for owner occupied units;
- Funds will be distributed via wire transfer to the closing attorney and then reimbursed per program guidelines.

Columbia Small Rental Repair Program

- Properties located in the floodplain are eligible, but must maintain flood insurance in perpetuity;
- Monitoring section should describe role of Internal Auditor and QA/QC Plan.

Columbia Elevation Reimbursement Program

- Revise section on applicant intake to include pre-application;
- Clarify that final determination of properties in floodway to be made by ESP, not case managers;
- Clarify that application for ICC funds is required only if the owner was required to have flood insurance at the time of the storm.

Columbia Minor Repair Program

- Eliminate CDBG Program Income funds from the Minor Repair Program;
- Replace the International Property Maintenance Code with decent, safe, and sanitary as defined by DR Housing Standards;
- Eliminate requirement for all applicants for FEMA registration;
- Change the period of homeowner residency from one (1) year to three (3) years from date of construction completion.
- Revise wording in section on monitoring.

Small Business Disaster Recovery Program

- Eliminate the requirement for FEMA applications for assistance as FEMA did not assess commercial properties;
- Delete financial feasibility and return on investment reviews from approval process; these are not required for a forgivable loan;
- Change guaranty from mortgage to personal guaranty
- Monitoring – add 90 days from closing and bi-annually during term of loan;
- A financial status report is not necessary;
- Clarify that the DR program, not OBO staff, will operate as lender.

**CITY OF COLUMBIA COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
DISASTER RECOVERY PROGRAM
ACTION PLAN AMENDMENT NUMBER 1
November 10, 2017**

OVERVIEW

The City of Columbia received HUD approval for its CDBG Disaster Recovery Action Plan on January 24, 2017 (Public Law 114-3). The Action Plan described the allocation of \$19,989,000 to programs designed to address unmet needs resulting from the October 2015 Storm/Flood, primarily focusing on rehabilitation of single family residences that meet low to moderate income criteria. This is the first Action Plan Amendment requested by the City of Columbia and is in accordance with the requirements established by HUD in Federal Register dated August 7, 2017(Public Law 115-31), which allocates an additional \$6,166,000 to the City of Columbia for disaster recovery assistance.

Both English and Spanish versions of Action Plan Amendment Number 1 will be made available via the City of Columbia Disaster Recovery website at <http://dr.columbiasc.gov>. A public meeting describing program modifications and additions was held September 14, 2017 at Earlewood Park, 1113 Parkside Drive, Columbia, from 5:30-6:30 pm. A Public Notice announcing the meeting was advertised in *The State* newspaper on September 3, 2017 and throughout local media outlets. Written comments on the proposed Action Plan Amendment will be accepted via U.S. mail or by hand delivery to the Community Development Department at 1225 Lady Street, Suite 102, Columbia, SC 29201 and on the Disaster Recovery website for 14 days from September 15, 2017 through close of business September 29, 2017. The City published a second Notice on October 18, 2017 inviting the public to participate in another 14 day comment period ending November 1, 2017. All comments will be given the same consideration regardless of the method of submission.

Action Plan Amendment Number 1 describes the status of current programs, and provides justification for the reallocation of initial funding and the creation of new programs to address unmet infrastructure and affordable housing needs. As noted in the original Action Plan, the City of Columbia faces a significant challenge in developing programs that benefit low moderate income (LMI) households because the most severely damaged properties are not located in LMI areas. While our overall goals and objectives remain the same, the City of Columbia is proposing a new funding strategy that will maximize assistance to LMI households, both owner and renter occupied, to meet HUD's requirement that 70% of funding benefits LMI households.

As the City approaches the two year anniversary of the October 2015 Flood, we are better informed about how original unmet needs have changed. Public concerns generally involve three questions:

- 1) Why does Columbia flood repeatedly and what is being done to minimize future damage;
 - 2) Why does the disaster recovery process take so long; and
 - 3) Can I be reimbursed for storm related repairs I've already completed?
- 1) It doesn't take a presidentially declared disaster to inundate urban areas, which tend to be more prone to flooding due to proliferating development and the abundance of impervious surfaces generating large amounts of storm water runoff. Flash floods can strike at any time or place, channeling heavy

rains into gullies and streams that quickly transform city streets into turbulent rivers. The severe thunderstorms that hit Columbia on July 23, 2017 – considered a 50-year storm with a 2 percent chance of happening in a given year - flooded roadways in several areas, capturing vehicles and trapping several drivers inside, overwhelming the sanitary sewer system, and causing power outages for 2762 residents.

Columbia is flooding in places not normally flooded. In May 2017 the Columbia City Council approved a storm water fee increase to fund a \$93 million five year plan to reduce the impact of flooding in certain areas. Projects in the Cottontown and Harlem Heights neighborhoods that will increase the number and size of storm pipes to move water out of the area more quickly have been designed and are ready for construction. Feasibility studies are still underway for the Shandon neighborhood and the Five Points entertainment district, including a retention project in Martin Luther King Park.

These actions are in addition to the floodplain management ordinances, new construction standards, and environmental sustainability and disaster resistant housing measures discussed in Section 6, Planning and Coordination. The City also is collaborating with Richland County and other regional partners to evaluate future land use options created by the acquisition of properties located in the floodplain that will establish best practices for storm water management and mitigate repetitive flooding within the city limits.

- 2) Unfortunately, until a locality becomes the victim of a national disaster, it is difficult to adequately describe the frustrating series of challenges faced in planning and executing a large scale disaster recovery program. Nevertheless, the City of Columbia needs to improve its communication of the disaster recovery process, better manage public expectations, expedite and synchronize processes where possible, and reduce the incidence of confusing or conflicting information that often arises from the program differences among the City, its neighboring counties and the State of South Carolina. This is an ongoing process of encouraging citizen participation and responding to public concerns. The program modifications and budget reallocations proposed in this Action Plan Amendment originate directly from applicant input.
- 3) After extensive public outreach and documentation from 339 applicants, the City of Columbia now believes that many property owners did not wait for federal assistance to repair their residences or rental units. Many private insurance companies denied coverage of flood damage forcing small rental property owners and single family homeowners to secure commercial loans to make needed storm damage repairs. In particular, homeowners with major and severe damage appear to have found the means to rehabilitate on their own or with the assistance of volunteer organizations. While some of these applicants have remaining repairs, many are experiencing a financial hardship as a result. Financial hardship is defined as financial difficulty due to the necessity of withdrawing funds from pension or retirement accounts or the use of high interest, high fee loans to make necessary repairs. As a result, the City's reallocation strategy seeks to address these concerns by adding reimbursement of necessary, reasonable costs incurred within one year of the October 2015 Flood as an eligible use of funds for the Minor Repair and Small Rental Repair Programs.

The status of current Disaster Recovery programs as of October 1, 2017 is identified in the chart below:

Table B-1

PROGRAM	NUMBER OF APPLICANTS EXPECTED	NUMBER OF APPLICANTS	NUMBER OF ELIGIBLE APPLICANTS
CHAP	76	24	14
SMALL RENTAL REPAIR	193	44	22
ELEVATION REIMBURSEMENT	22	9	6
BUYOUT	42	17	17
MINOR REPAIR	1198	214	159
	1531	308	218

As noted above, the participation levels are significantly lower than expected, approximately 300 households compared to the earlier estimate of 1531. Based on self-reported data, applicants found ineligible were either over the 80% AMI (40.5%), did not register with FEMA (25%), or they already had completed storm damage repairs. A few applicants have withdrawn voluntarily.

Between May 31 and August 2, 2017, the City hosted ten (10) public outreach sessions attended by 193 residents; press releases were sent to approximately 70 local media organizations and interviews were conducted by several television and radio stations; a notice of the initial public information meeting was posted on YouTube and received 149 views; program information was posted on the City Talk, WISTV, and ABC Columbia websites; and in September the City mailed 1800 letters to rental property owners registered with the Department of Code Enforcement to solicit interest in the Small Rental Repair Program. The following broadly describes lessons learned in each program activity:

Housing - major rehabilitation of single family (one to four units) primary residences:

- ❖ Based on self-reported data, 55% applicants deemed ineligible for the Columbia Homeowner Assistance Program (CHAP) did not meet 80% AMI income levels. These homeowners appear to have found the means to rehabilitate on their own or with the assistance of volunteer organizations.
- ❖ Applicants who registered with FEMA were allowed to register only one property giving rental property owners the option of filing a damage assessment on their residence or the rental unit. All chose to register residences. For this reason we renewed our outreach to landlords, mailing 1800 letters to solicit interest in the Small Rental Repair Program (SRRP). We are experiencing a significant increase in calls from potential applicants.
- ❖ Approximately 90% of the programs approved in the original Action Plan were geared to owner occupied, single family households. The need for affordable rental housing is well documented in the needs assessment of our Action Plan and the Columbia Consolidated Plan and our Substantial Amendment reallocation strategy reflects this ongoing unmet need. To increase participation in our Small Rental Repair Program, the City proposes to reduce the funding cap from \$150,000 to \$100,000 per property, add reimbursement up to \$10,000 for necessary and reasonable storm related expenditures as an eligible use of funds, and reduce the number of years for maintaining affordable rates from three (3) years to two (2) years.

Housing - minor rehabilitation of single family housing:

The Minor Repair Program has received the most participation with 230 applicants as of October 1, 2017. Those determined not eligible are either over the 80% AMI income limit, have already completed storm related repairs, or are no longer interested in the program. Our reallocation strategy seeks to address these

concerns by raising the income level to 120% AMI; and adding reimbursement of necessary, reasonable costs incurred by homeowners for storm damage repairs completed prior to application and within one year of the October 2015 Flood.

Housing - buyout of residential properties in the floodplain:

Prior to the CDBG Disaster Recovery Action Plan approval, the City submitted applications (269 and 270) to FEMA for its Hazard Mitigation Grant Program (HMGP) that originally identified 32 property owners interested in the City's purchase, demolition and disposition of their property. Seventeen (17) of those households also applied to the CDBG Disaster Recovery Buyout Program when it became available. On November 9, 2017, the date this substantial amendment was submitted to HUD, the City received a notice of award for the two HMGP applications. In the interest of leveraging all potential funding sources, the City is requesting that \$2 million in CDBG funding currently allocated to the Buyout Program be transferred to the newly proposed FEMA HMGP Match program. Property owners will be notified of the change in program; however, the acquisition process is essentially the same for both programs.

Housing – pre-award/pre-application expenses:

The City allocated 16.6% of its Disaster Recovery funds in the initial Action Plan to the Elevation Reimbursement Program with the knowledge that any severely damaged properties in the floodplain would require elevation to two feet above the Base Flood Elevation to meet city ordinances. Public participation in this program has been minimal, most likely because of the documentation requirements. Only nine (9) homeowners applied for program funds, but three are located in the floodway and are prohibited from receiving Disaster Recovery funds. The City will reimburse \$120,000 of documented elevation costs for the six eligible applicants, close the program, and transfer funds to other activities.

New Programs – infrastructure and Local Cost Share Match:

The City is redirecting remaining funds and allocating new funds to 1) critical local infrastructure, 2) unmet needs for affordable housing, and (3) the HMGP 25% Local Cost Share Match. Specifically, the City expected to receive FEMA Public Assistance funds to repair a critical infrastructure project. The Canal Head Gates project provides potable water to thousands of residents, within and outside the city limits, as well as hospitals, universities, municipal buildings, police and fire stations. Damage to this public facility threatens the public health and safety during every heavy rain event, thus meeting the criteria of Urgent Need. The City also is proposing to fund new construction of affordable multifamily housing targeted to one of the City's designated revitalization areas to further meet the needs of LMI renters and those displaced by the October 2015 Flood. We have allocated \$2 million to the HMGP 25% Local Cost Share Match, allowing the City to purchase approximately 30 properties that have not already sold or been renovated, including those previously eligible for CDBG DR funds, at 100% of the cost.

ACTION PLAN AMENDMENT NUMBER 1 REALLOCATION OF DISASTER RECOVERY FUNDS¹

The following table describes the funding transfers between approved recovery activities contained in the Action Plan and activities proposed in Action Plan Amendment Number 1.

Table B-2

COLUMBIA, SOUTH CAROLINA CDBG DISASTER RECOVERY TOTAL ALLOCATION					
CDBG DISASTER RECOVERY PROGRAM	FIRST ALLOCATION	SECOND ALLOCATION	TOTAL ALLOCATION	PERCENTAGE OF FUNDING	IMPACTED PROPERTIES
Administration*	\$999,450	\$308,300	\$1,307,750	5%	
Planning*	\$999,450	\$2,924,050	\$3,923,500	15%	
Columbia Homeowner Assistance Program	\$3,336,150	(\$356,150)	\$2,980,000	11%	50
Homeowner Buyout Program	\$2,000,000	(\$2,000,000)	\$0	0%	
Small Rental Repair Program	\$6,565,270	(\$3,565,270)	\$3,000,000	11.5%	50
Elevation Reimbursement	\$3,490,000	(\$3,370,000)	\$120,000	0.5%	6
Minor Repair Program	\$2,398,680	\$2,554,070	\$4,952,750	19%	350
Small Business Assistance Program	\$200,000	\$0	\$200,000	1%	10
Subtotal			\$16,484,000		
MF Housing		\$3,671,000	\$3,671,000	14%	150
Canal Head Gates		\$4,000,000	\$4,000,000	15.3%	
25% Local Cost Share Match (HMGP)		\$2,000,000	\$2,000,000	7.7%	30
Total	\$19,989,000	\$6,166,000	\$26,155,000	100%	646

*Increased allocation to Administration to reflect 5% of new total allocation; increased allocation to Planning to reflect 15% of new total allocation

SUMMARY OF SUBSTANTIAL CHANGES

Pursuant to the Grant Amendment Process identified in the Federal Register Notice of August 7, 2017, the City of Columbia has consulted with citizens, stakeholders, local government agencies and the Columbia Housing Authority to recalculate its needs assessment. All comments have been incorporated in preparing this Action Plan Amendment Number 1, which allocates \$6,166,000 in new funding not identified in the approved Action Plan and proposes the following program additions and modifications:

1. The Columbia Homeowner Assistance Program (CHAP):

The City updated program status including number and demographics of eligible applicants; changed the acceptable level of damage to include all major damage; eliminated the requirement for FEMA registration; clarified the use of the \$150,000 funding cap to include city building codes, floodplain ordinances, environmental remediation and green building requirements; and reduced funding based on projected participation levels. The program will be closed to applicants upon expenditure of all funding.

¹ The funding reallocation table does not include \$1 million in CDBG Program Income funds dedicated to the Minor Repair Program.

2. Columbia Buyout Program:

The City updated program status to reflect the transfer of all CDBG DR properties to the Hazard Mitigation Grant Program. The program will be closed to applicants.

3. Columbia Small Rental Repair Program

The City updated program status including number of applicants and estimates of landlord participation; decreased the funding cap to \$100,000 per property; added reimbursement up to \$10,000 of necessary, reasonable costs incurred by homeowners for storm damage repairs completed prior to application and within one year of the October 2015 Flood; reduced the number of years for maintaining affordable rates to 2 years to increase participation; and transferred funds to other activities.

4. Columbia Elevation Reimbursement Program

The City revised the program based on current participation, provided a rationale for closing the program to applicants, and transferred funds to other programs.

5. Columbia Minor Repair Program

The City updated program status describing current participation and description of unmet needs; added Urgent Need as a National Objective and revised eligibility criteria to include up to 120% AMI; added reimbursement of necessary, reasonable costs incurred by homeowners for storm damage repairs completed prior to application and within one year of the October 2015 Flood; eliminated the FEMA registration requirement; and increased funding based on participation projections.

6. Small Business Disaster Recovery Program

The city updated program status and participation levels and changed the national objective to Low-to-Moderate Income (LMI) Area; reduced the term of the loan to 2 years with 50% forgiven each year; and eliminated the need for gap financing. Businesses must be located along a commercial corridor damaged by the Flood of 2015 and demonstrate a contribution to economic revitalization of the area. No changes in funding are proposed.

7. Multifamily Affordable Housing Fund: The City is allocating funds for new construction of affordable rental housing for low to moderate income households up to 120% AMI to accommodate the need for workforce housing. The City will promote partnerships among federal agencies, state and local governments, and both non-profit and for-profit developers. This program will meet both LMI Housing and Urgent Need national objectives.

8. Canal Head Gates Repair and Improvements: The City will replace two critical Head Gates of the Columbia Canal facility, a multi-functional water supply utility that supplies potable water to 134,309 residents, all Columbia critical facilities, and the hydro plant located at its southern end, thus serving as a source of green hydroelectric power to the nation's energy grid. This will be a Public Facility Improvement activity meeting the Urgent Need national objective.

9. Local Cost Share Match – HMGP: On November 9, 2017, the date Action Plan Amendment #1 was submitted to HUD, the City received a notice of award for HMGP applications 269 and 270. In the interest of leveraging all potential funding sources, the City is requesting that \$2 million in CDBG funding previously allocated to the Columbia Buyout Program (CBP) be transferred to the FEMA HMGP Match program. If approved, the CBP will be closed and existing applicants will be transferred to HMGP Match. The HMGP Match Program will assist approximately 30 property owners still interested in selling homes damaged by the October 2015 flood in meeting the 25% local cost share match requirement.

Summary of Administrative and Non-Substantial Changes

Section 1: Executive Summary (pages 12-13)

The City revised the Executive Summary to reflect current program status, the justification for reallocation of funds, and the creation of infrastructure and multifamily housing projects.

Section 2: Disaster Impact Overview and Regulatory Guidance (pages 14-18)

The City updated this section to reflect the addition of \$6,166,000 under Public Law 115-31; and describes its funding allocation strategy.

Section 5: Unmet Needs Assessment (pages 46-82)

The unmet needs assessment for housing and infrastructure has been updated using available data as of Sept/October 2017.

Section 6: Planning and Coordination (pages 83-99)

The City updated this section to describe the status of FEMA HMGP and Public Assistance funding; provided status on economic development needs; noted the responsibilities of the construction manager; the request for CDBG Disaster Recovery funds for repair of a critical infrastructure project; and expanded the discussion of disaster resistance housing.

Section 7: Location, Mitigation Measures, Use of Urgent Need (page 101)

The City reported the execution of the FEMA Programmatic Agreement and Addendum to streamline the environmental clearance process for historic preservation.

Section 8: Clarity of Plan and Citizen Participation (pages 102-113)

The City described citizen participation and public outreach to introduce the Action Plan Amendment; and provided enhanced grievance procedures, the status of environmental reviews and Authorization to Use Grant Funds, and described changes to its case management approach and procedures to ensure timely notification of applicant status; revised the description on Information Technology to include the development of a tracking and reporting database; updated the section on case management and the summary of public comments pertinent to this Action Plan Amendment.

Section 9: Conclusion (page 114-115)

The City updated pre-award costs to reflect current expenditures and provided status of environmental services contract award; added approval of Action Plan Amendment Number 1 by the City Council on October 17, 2017.

Section 10, Appendix (page 116-156)

Exhibit B-Public Comment, has been revised to incorporate the most recent public comments and a description of outreach efforts; Exhibit C-CDBG DR Expenditure Projections has been revised to reflect updated expenditure, financial and performance projections resulting from program changes proposed in this Action Plan Amendment; included projections for the Multifamily Affordable Housing Fund, the Columbia Canal Head Gates Project, and the HMGP Match Programs in Exhibit C-CDBG DR Expenditure, Financial and Performance Projections; Exhibit E, Duplication of Benefits has also been updated; Exhibit F, Procurement Policies and Procedures has been updated.

1.0 Executive Summary

Action Plan Amendment Number 1 describes the status of current programs, and provides justification for the reallocation of initial funding and the creation of new programs to address unmet infrastructure and affordable housing needs. As noted in the original Action Plan, the City of Columbia faces a significant challenge in developing programs that benefit low moderate income (LMI) households because the most severely damaged properties are not located in LMI areas. As the City approaches the two-year anniversary of the October 2015 Flood, we are better informed about how original unmet needs have changed. While our overall goals and objectives remain the same, the City of Columbia is proposing a new funding strategy that will maximize assistance to LMI households, both owner and renter occupied, to meet HUD's requirement that 70% of funding benefits LMI households.

The purpose of this Action Plan is to describe how the City of Columbia, SC will comply with all applicable rules and regulations in administration of the Community Development Block Grant – Disaster Recovery (CDBG-DR) funding granted by the Department of Housing and Urban Development (HUD). It is important to note that in developing this Action Plan the City of Columbia faced a significant challenge because the most severe damage was sustained by non-LMI households. Despite that challenge this Action Plan ensures that all funds will be managed to meet one or more of three national objectives:

- Benefit to Low-to-Moderate Income (LMI) Households
- Urgent Need
- Elimination of Slums and Blight

In addition to meeting these required objectives, the City of Columbia also aspires to promote economic development in under-developed areas, improve quality of life for all its citizens, and strengthen its communities through judicious management of federal government funding.

Columbia is proposing a reallocation of its initial appropriation of \$19,989,000 to ensure maximum assistance to LMI households sustaining damage from the storm, that attains HUD's 70% LMI benefit requirements, and assists the City in providing safe, disaster-resilient housing critical to its long-term recovery strategy. Through this Action Plan Amendment the City is presenting its revised unmet need estimates based on current best available data and will continue to update these estimates as more complete data become available. Housing, including the HMGP Cost Share and the new multifamily rental units comprise 64% (\$16,723,750) of total funding. The following table indicates the revised total budget allocation for \$26,155,000.

Revised Total Budget
(October 2017)

Table 1-1

COLUMBIA, SOUTH CAROLINA CDBG DISASTER RECOVERY TOTAL ALLOCATION					
CDBG DISASTER RECOVERY PROGRAM	FIRST ALLOCATION	SECOND ALLOCATION	TOTAL ALLOCATION	PERCENTAGE OF FUNDING	IMPACTED PROPERTIES
Administration*	\$999,450	\$308,300	\$1,307,750	5%	
Planning*	\$999,450	\$2,924,050	\$3,923,500	15%	
Columbia Homeowner Assistance Program	\$3,336,150	(\$356,150)	\$2,980,000	11%	50
Homeowner Buyout Program	\$2,000,000	(\$2,000,000)	\$0	0%	0
Small Rental Repair Program	\$6,565,270	(\$3,565,270)	\$3,000,000	11.4%	50
Elevation Reimbursement	\$3,490,000	(\$3,370,000)	\$120,000	0.5%	6
Minor Repair Program	\$2,398,680	\$2,554,070	\$4,952,750	19%	350
Small Business Assistance Program	\$200,000	\$0	\$200,000	1%	10
Subtotal			\$16,484,000		
MF Housing		\$3,671,000	\$3,671,000	14 %	150
Canal Head Gates		\$4,000,000	\$4,000,000	15.3%	
25% Federal Match (HMGP)		\$2,000,000	\$2,000,000	7.7%	30
Total	\$19,989,000	\$6,166,000	\$26,155,000	100%	646

Demographics indicate that 80% of current applicants (as of October 1, 2017) meet LMI requirements, 143 are elderly, 42 are disabled, and 179 are Female Head of Households with children.

2.0 Introduction and Disaster Impact Overview

In October 2015, the City of Columbia, along with much of the State of South Carolina, experienced unprecedented and historical rainfall and flooding resulting from an upper atmospheric low-pressure system that funneled tropical moisture from Hurricane Joaquin. This heavy and extended rainfall exceeded a once in a thousand-year flood event with more than two feet of rainfall in less than 48 hours. The rain and flooding caused extensive damage to many dams, bridges, roads, homes, and businesses in the state's capitol. As a result, approximately 400 homes and 60 businesses received rain and/or flood damage at an estimated value of \$65 million. In addition, the city sustained more than \$75 million in infrastructure losses. Most of the major and severe damages to housing occurred along the banks of Lake Katherine, Central and Lower Gills Creek, Wildcat Creek, and Penn Branch areas of the city. Numerous City of Columbia residents, including many of low-to-moderate income households, were forced to abandon their homes, and many houses were isolated as more than 100 streets were closed, blocked, or impassable. In addition to the damage to private residences and businesses, the city also experienced the total loss of one fire station and training facility.

The flooding also impacted the city's utilities, wastewater treatment systems, and drinking water treatment and collection systems. Due to the fact that the ground surfaces were already saturated from rainfall in September, there were multiple dam failures in the city and a massive breach in the Columbia Canal. Flooding caused a 60-foot section of the Columbia Canal to wash away and caused the water level to drop below the level necessary for the city to pump water into its water treatment facility through normal operations. Additionally, waste water stations were completely submerged and multiple sewer and water lines were ruptured or broken. The canal breach combined with numerous line breaks throughout the water system led to a 10-day disruption of clean drinking water for more than 375,000 citizens who received boil water notices. The flooding and disruption of drinking water severely impacted the operations of the following:

- City Capitol Complex
- Governor's residential compound
- State Agencies
- City Government Agencies
- 5 colleges and 1 major university (40,000 students and 2,000 faculty)
- 5 Hospitals with 2,436 beds (including a Level 1 Trauma Center)
- US military installation -Fort Jackson (3,500 active duty members and 12,000 family members)
- All public, private, and parochial school districts
- Nursing homes and assisted care facilities
- Numerous Banking Institutions, Restaurants, Hotels, Tourist Destinations, and hundreds of other businesses and organizations

This widespread damage to homes, businesses, and critical infrastructure exacted a human toll disrupting the lives of the citizens of Columbia and across South Carolina who are still recovering.

In Columbia, homes along and near the City's many creeks, lakes, and other waterways were inundated by floodwater causing almost complete destruction of some neighborhoods. Local businesses lost inventory and operations were halted leading to loss of income and wages. Exacerbating the overall economic loss was the decision to relocate the site of a previously scheduled major college football

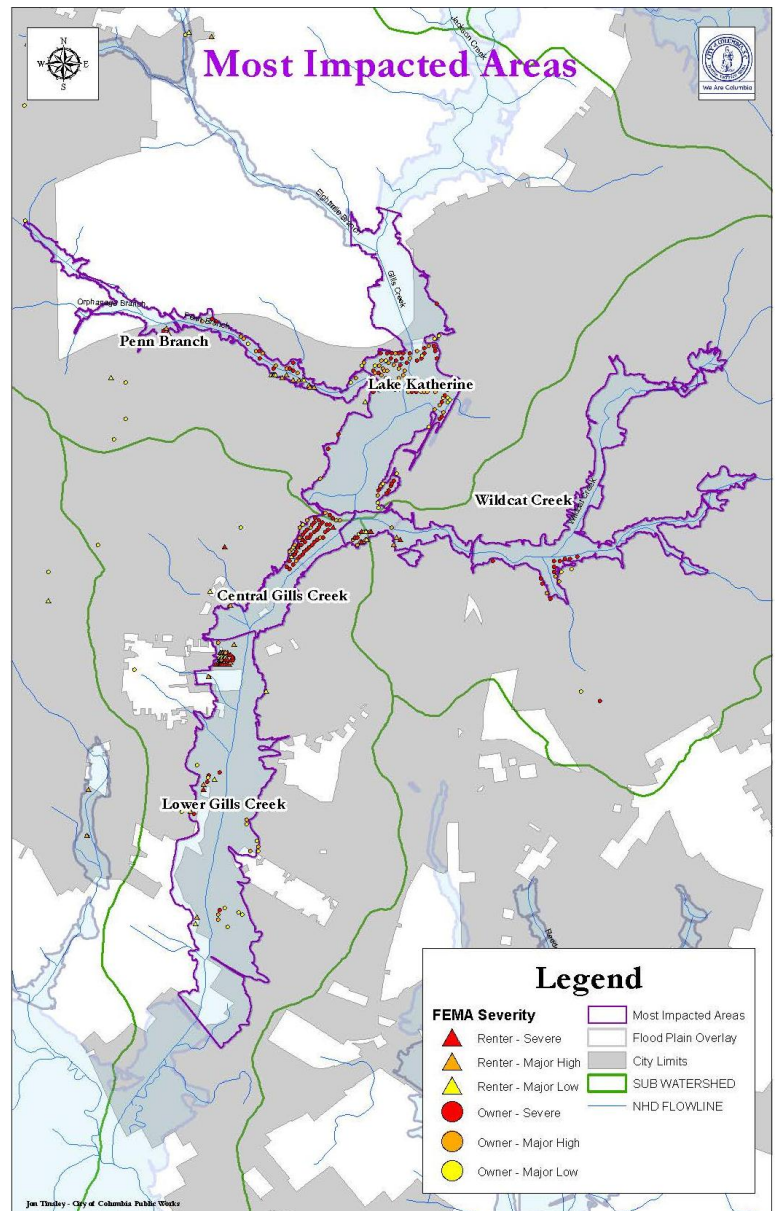
contest from Columbia's University of South Carolina stadium to the opposing team's stadium. As a result, businesses that were not otherwise impacted by the storm's waters experienced tremendous economic loss.

The federal disaster declaration brought necessary resources from the Federal Emergency Management Agency (FEMA) and the Small Business Administration (SBA) to aid in response and recovery. Due to the scale of the damage, FEMA and SBA's resources, as well as private insurance, have proven insufficient to address all of the losses incurred from the disaster.

HUD's allocation of \$19.989 million in Community Development Block Grant Disaster Recovery (CDBG-DR) funds to the City of Columbia will help the city address some of the direst unmet needs. To illustrate the city's plans for implementation of programs to meet these needs, the City of Columbia has developed the following Action Plan. The plan outlines the proposed use of funds and eligible activities available to assist residents and local businesses to recover from the October 2015 flood event.

Supplemental to the CDBG-DR Action Plan, the City of Columbia submitted all *Risk Analysis Documentation* to include the *City of Columbia CDBG-DR Pre-Award Implementation Plan* in compliance with PL. 114-113 in order to demonstrate sufficient capacity to effectively manage and provide oversight of CDBG-DR funding. Two hard copies and one digital

copy of this documentation accompanied with all applicable certifications was submitted to HUD on July 22, 2016 as amended on December 21, 2016.



Regulatory Guidance

The Disaster Relief Appropriations Act of 2016 (Pub. L. 114-113, approved December 18, 2015) (Appropriations Act) was enacted to appropriate federal funds for disaster relief. The Act provides monies to states or units of general local government (UGLGs) for disaster recovery efforts in the most affected areas. As such, the federal government appropriated \$300 million in CDBG-DR funds to be made

available to the various states that were declared a major disaster by the President of the United States in 2015. These funds are to be used to satisfy a portion of unmet need that still remains after other federal assistance, such as FEMA, SBA, or private insurance, has been allocated.

The Department of Housing and Urban Development (HUD) uses the “best available” data to identify and calculate unmet needs for disaster relief, long-term recovery, restoration of infrastructure, and housing and economic revitalization. Based on this assessment, HUD allocated \$96,827,000 in disaster recovery funds to the State of South Carolina to assist in recovery from the floods. The City of Columbia was provided a separate allocation of \$19,989,000, to address its unmet recovery needs. Supplemental to CDBG-DR funds, the city has also set aside \$1 million CDBG Program Income funds to augment recovery activities for low to moderate income households.

On May 5, 2017 grantees of the 2015 and 2016 CDBG Disaster Recovery Appropriations, received an additional allocation of \$342,200,000 under Public Law 115-31. The City of Columbia was awarded \$6,166,000 to address unmet needs resulting from the Flood of October 2015. Grantees allocated funds under this Federal Register Notice must submit a substantial Action Plan Amendment to HUD within 90 days of the effective date, August 14, 2017.

The Disaster Relief Appropriations Act requires that the state or local government must expend the funds within six years of the signed agreement between HUD and the grantee unless an extension is granted by HUD. All of the allocated funds must be used for eligible disaster-related activities with 70% of all CDBG-DR funding programmed to benefit low-to-moderate income households. To meet all federal requirements, the City of Columbia Community Development Department has been designated as the responsible entity for administering the CDBG-DR funds allocated directly to the city.

As such, the City of Columbia Community Development Department will ensure that all CDBG-DR funds meet one of three national objectives: 1) benefit to low-to moderate income (LMI) households, 2) elimination or prevention of slums and blight, and 3) urgent need. This Action Plan assesses unmet needs in the areas of housing, infrastructure, and economic development. The plan also updates the city’s allocation strategy to effectively address outstanding recovery needs, proposed use of funds, eligibility criteria, and methods to address long-term recovery.

The City’s Disaster Recovery Team has reviewed eligibility and program criteria to identify ways current programs can be modified to meet the needs of more homeowners. We also evaluated new program ideas such as multi-family affordable housing and critical infrastructure improvements. The City has revised its allocation strategy based on comments made at one of our eight public outreach meetings held between May 31, 2017 and August 2, 2017 and information provided by program applicants, local agencies, and disaster recovery stakeholders.

As of October 1, 2017, our Case Managers have processed 320 applicants, 215 have received conditional eligibility based on an evaluation of the damages to the home as documented by FEMA and a preliminary review of the documents establishing ownership, residency, and income. The final award will be contingent upon verification of that information and a home inspection and damage assessment. Applicant demographics include 80% of total applicants qualify as Low to Moderate Income; 46 applicants are undocumented as yet; 143 are over the age of 62; 42 are Disabled; and 179 are Female Head of Households.

Lessons learned indicate that those who could afford it have already completed repairs to their homes, many vulnerable homeowners taking loans or dipping into savings to pay. The allocation strategy for the city was developed using information from the following sources:

- Federal Emergency Management Agency (FEMA) Individual Assistance (IA) Program
- FEMA Public Assistance Program (PA)
- Small Business Administration (SBA)
- National Flood Insurance Program (NFIP)
- Columbia Housing Authority (CHA)
- City of Columbia Building Department
- City of Columbia GIS Department and Planning Departments
- City of Columbia Consolidated Plan
- City of Columbia Comprehensive Plan
- City of Columbia Building Permits
- City of Columbia Office of Business Opportunity (OBO)
- South Carolina Emergency Management Department (SCEMD)
- Engineering estimates for FEMA PA Projects
- United States 2010 Decennial Census
- 2014 American Community Survey (ACS)
- Public and stakeholder outreach and feedback

In conjunction with this information, the city analyzed and developed criteria to guide the decision-making process with these overall goals in mind:

- Serve all LMI households with Major or Severe Damage
- Ensure that 70% of CDBG-DR funding is allocated to meet the Low-to-Moderate Income Benefit requirements
- Maximize the number of LMI households benefitting from CDBG-DR programs, both homeowner and renter.

The City's initial analysis was populated by FEMA damage assessments, income of potential applicants categorized as LMI using HUD 2016 income limits, projected average amounts of unmet need assuming program caps for non-LMI households (as incorporated into the design for each of the programs), and average re-building costs in the City of Columbia.

The following funding allocation chart indicates the results of the City's most recent analysis of potential LMI applicants using HUD 2017 income limits and projected amounts of remaining unmet needs.

Funding Allocation

(September 2018)

Table 2-1

CDBG DISASTER RECOVERY PROGRAM	PROPOSED BUDGET ALLOCATION	CURRENT ELIGIBLE PROPERTIES
Administration	NA	
Planning	NA	
Columbia Homeowner Assistance Program	\$2,980,000	45
Homeowner Buyout Program	\$0	0
Small Rental Repair Program	\$3,000,000	61
Elevation Reimbursement Program	\$120,000	3
Minor Repair Program	\$4,952,750	171
CDBG Program Income-MRP	\$0\$1,000,000	0
Small Business Assistance Program	\$200,000	4
25% Local Cost Share Match (HMGP)	\$2,000,000	23
MF Housing	\$3,671,000	150
Canal Head Gates	\$4,000,000	45,255
Total	\$20,923,750	

3.0 Community Baseline Data

3.1 Demographic Profile of Impacted Areas

The demographic profile of the City of Columbia presented below summarizes key characteristics of the population including potential risk factors and vulnerabilities. During recovery planning, it is important to understand the underlying characteristics of the population in the impacted areas to ensure that recovery programs are responding to the unique conditions of the community and the residents in need of assistance. Due to the widespread flooding, residents of all demographics and income levels in the City were impacted. To reflect this, the profile includes information for the entire City of Columbia.

3.1.1 Total Population and Age

According to the 2010 U.S. Census, the City of Columbia had a total population of 129,272 residing in 45,666 households with an average household size of 2.18. The median age of City of Columbia residents in 2010 was 28.1 with 17% of the population under the age of 18 and 8.7% over the age of 65. These figures indicate that City of Columbia residents are generally younger than the State as a whole which, as of 2010, had a median age of 37.9 and a smaller percentage of residents over the age of 65 (Table 1).

Table 1: 2010 US Census City of Columbia Population

Municipality	Total	Pop 65+	% Pop 65+	Pop <18	% Pop <18	Median Age
City of Columbia	129,272	11,250	8.7%	21,914	17.0%	28.1
State of South Carolina	4,625,364	631,874	13.7%	1,080,474	23.4%	37.9

Source: 2010 US Census

3.1.2 Race, Ethnicity, and Language

The 2010 U.S. Census also indicates the City's population is predominantly white (51.7%) and Black or African American (42.2%). Other races include Asian (2.2%), American Indian and Alaskan Native (0.3%), Native Hawaiian and Other Pacific Islander (0.1%), some other race (1.5%), and two or more races (2.0%). Columbia is also home to 5,622 Hispanic or Latino residents who account for approximately 4.3% of the population. As evidenced by Table 2, the racial composition of the City differs from the State as a whole, with the largest difference being the larger percentage of Black or African American residents in the City than in the State.

Table 2: 2010 US Census City of Columbia Ethnicity

Ethnicity	City of Columbia		State of South Carolina	
	Pop.	%	Pop.	%
Hispanic or Latino	5,622	4.30%	235,682	5.1%
White	66,777	51.70%	3,060,000	66.2%
African American	54,537	42.2%	1,290,684	27.9%
American Indian & Alaska Native	434	0.3%	19,524	0.4%
Asian	2,879	2.2%	59,051	1.30%
Native Hawaiian & Other Pacific Islander	164	0.1%	2,706	0.1%
Other Race	1,922	1.5%	113,464	2.5%
Two or More Races	2,559	2.0%	79,935	1.7%

Source: 2010 US Census

According to the US Census American Community Survey (ACS), 92.3% of the City of Columbia's population speaks only English and 7.7% speak a primary language other than English. The most prevalent language other than English is Spanish, which is spoken by 4.1% of the population (5,039 residents). The ACS estimates that 14.6% percent of the residents that speak other languages speak English "less than very well."

Due to the diverse nature of the City of Columbia, planning and recovery decisions may affect racial, ethnic and low income concentrations. For this reason, the city has incorporated ways to increase and provide the availability of affordable housing in low-poverty, non-minority areas where appropriate and in response to natural hazard-related impacts. The overall strategy used to inform the city's housing recovery efforts can be found in the *2015-2019 Consolidated Plan, NA-15 Disproportionately Greater Need: Housing Problems*, which evaluates the existence of housing problems, severe housing conditions, and severe cost burden among racial and ethnic groups and compares that against citywide data to ascertain if any groups share a disproportionate burden of the area's housing problems. Housing problems are defined as households meeting at least one of the following conditions:

- Lacks complete kitchen
- Lacks complete plumbing facilities
- More than one person per room
- Cost burden is greater than 30%

Households with severe conditions experience one or more of the above and severe overcrowding (more than 1.5 persons per room) and/or a cost burden greater than 50%.

A disproportionate need exists when persons of a particular racial or ethnic group experience housing problems at a rate at least 10 percentage points higher than the jurisdiction as a whole.

It is important to note that these populations are small compared to the overall Columbia population, ranging from 100 to 200 people per race or ethnic group in each income cohort. Nonetheless, the fact that a disproportionate number of these groups experience housing problems is an issue that the City of Columbia will continue to address in its regular CDBG and Disaster Recovery programs.

The 2016 Area Median Income for the City of Columbia is \$64,100, thus the Extremely Low Income range (0-30%) is \$0 - \$19,230, the Very Low Income range (30-50%) is \$19,231 - \$32,050, and the Low Income range (50-80%) is \$32,051 - \$51,280.

Asians and Hispanics in the Extremely Low and Very Low Income categories experienced a disproportionately greater need in terms of housing problems. Hispanics in the Low Income level also experienced such a need. Whites, Asians and Hispanics in the Extremely Low cohort experienced a disproportionately greater need; as did Hispanics in the Very Low Income range. Only American Indians or Alaska Natives and Hispanics experienced a disproportionately greater need in instances of cost burden or severe cost burden, experiencing severe cost burden at a rate much higher than the rest of the community, 32% and 28% respectively.

Citywide, 83% of Extremely Low Income persons experienced at least one of the four housing problems; 97% of both Asians and Hispanics in this income category experienced at least one housing problem, 14% higher than the jurisdictional rate. Seventy percent of persons at this income level citywide experience housing problems at a severe level, compared to 81% of Whites, 97% of Asians, and 91% Hispanics, all more than 10% higher than the jurisdictional rate.

Seventy-one percent (71%) of Very Low Income persons experienced at least one of the four housing problems; 83% of Asians and 96% Hispanics in this income category experienced at least one housing problem; 12% and 25% higher respectively than the citywide rate. Citywide, 32% at this income level experience severe housing problems compared to 50% Hispanics, a rate 18% higher.

Forty-three percent (43%) of Low Income persons experience at least one housing problem; as did 59% Hispanics in this income category; 16% higher than the citywide rate.

3.1.3 Education

At the time of the 2014 ACS, an estimated 86.4% of the City of Columbia residents had graduated from high school or had a higher level of education and training, and 9.4% had completed a bachelor's degree or higher level of education and training.

3.1.4 Vulnerable and Special Needs Populations

When conducting recovery efforts, it is essential to accurately identify potentially vulnerable populations in the study area. These populations can face unique challenges and have more difficulty responding to disaster events than the general population due to physical and financial capabilities, health concerns, and location and quality of their housing, among other factors. For the purposes of this planning process, vulnerable populations include children; elderly; low-income; the physically, developmentally, or mentally disabled; the homeless; and the medically dependent. An analysis of each of these groups follows.

3.1.4.1 Children and Elderly

Households with children or elderly residents may experience additional vulnerabilities during disasters and subsequent recovery efforts. Limited mobility, required medicine, physical ailments, or fragility increase the safety risks for these individuals and their family members in emergency situations. Ensuring that these households have access to information, resources, and quality housing stock is a priority for the City of Columbia's long-term public safety and community resilience efforts.

As of 2014, 11,596 households (25.4%) in the City had at least one child, and 8,521 households (18.7%) included at least one person age 65 or older. In addition, 4,046 households (8.9%) were comprised of people 65 years or older living alone, which creates even greater vulnerability.

3.1.4.2 Economic Hardship

Financial hardships can have far-reaching implications for residents, and especially for young families and the younger workforce. A household that experiences financial difficulties may find it challenging or impossible to make necessary repairs or investments that can increase safety and resilience. According to the 2014 ACS, the median household income in the City was \$41,454. A total of 17.4% of the population were considered below the poverty line in 2014; 4.2% received Supplemental Security Income; 1.6% received cash public assistance; and 16.4% received Food Stamps and Supplemental Nutrition Assistance Program (SNAP) benefits.

HUD considers families that pay more than 30% of their income for housing to be cost burdened, and as a result, likely to experience significant economic hardship. These individuals are likely to have amplified recovery needs due to a lack of resources to invest in improvements that increase preparedness, protect property, and aid recovery. Among current homeowners with a mortgage in the City of Columbia, the 2014 ACS reports that 24.3% spend more than 30% of their income on monthly housing costs. Among renters, 50.3% spend more than 30% of their income on monthly housing costs, which indicates a significant number of people experiencing serious economic hardship. The *City of Columbia 2015-2019 CDBG Consolidated Plan* reported that 17% of all households in the city experienced severe cost burdens meaning that these households are paying more than 50% of their income on housing costs.

3.1.4.3 Residents with Disabilities or Health Concerns

Residents with disabilities or mental disorders may have increased vulnerabilities during times of disaster and subsequent recovery efforts. The nature and extent of the disabilities in the City vary greatly, making a full understanding of the needs of this population very difficult to determine. However, it is imperative to identify and address the potential recovery needs of the current population with disabilities.

According to the 2015 ACS survey, 11,907 civilians (10.5% of the population) have a disability in the City of Columbia. Of these individuals, 533 are children and 3,225 are over the age of 65. Children and elderly with disabilities are most vulnerable and must be

included in the planning and implementation of disaster recovery and resiliency initiatives. The *City of Columbia 2015-2019 CDBG Consolidated Plan* reports that 42.9% of the disabled population aged 16 and over were in the workforce, with 19.3% unemployed. In addition, 28.9% of the disabled are living below the poverty level (source: *American Community Survey 2013*).

3.1.4.4 Homeless

The City of Columbia faces significant problems associated with homelessness and prevention of homelessness. The homeless population in the area continues to increase due in part to ongoing high unemployment, the continuing effects of the recent recession, and the exacerbating impacts of the recent disaster. The homeless population encompasses a broad range of individuals and families with special needs.

The City of Columbia Consolidated Plan HMIS data indicates 5,879 homeless people were served in the 14-county Midlands Area Consortium for the Homeless (MACH) in 2014. Of this number, there were:

- 913 chronically homeless
- 744 veterans
- 285 families with children
- 57 families with a chronically homeless head of household
- 33 families with a veteran head of household
- 4 unaccompanied youth

The analysis also concluded that African Americans make up almost 66% of the homeless population in Columbia, while this race only represents 42.3% of the general population in the city (source: *2009-2013 ACS*). In 2014, MACH counted 426 unsheltered people on January 23, compared to 1,162 people staying in emergency shelters and transitional housing that night.

3.2 City of Columbia Housing

The following paragraphs assess the city's current housing stock as well as public housing, permanent supportive housing, and housing for the homeless.

3.2.1 Existing Housing Stock

The 2014 ACS reported a total of 52,539 housing units in the City of Columbia, of which 85.6% were occupied, resulting in a vacancy rate of 14.4%. Of these units, 20,643 (45.9%) were owner-occupied and 24,349 (54.1%) were renter-occupied.

The majority of housing units in the City are 1-unit detached structures (53.6%), with the remainder divided between multi-family structures (42.2%), mobile homes (0.9%), and 1-unit attached structures (3.4%). The median value of homes in the City of Columbia was estimated to be \$159,600 in 2014. Table 3 provides a breakdown of housing types for the City of Columbia compared to the State of South Carolina.

Table 3: City of Columbia Housing Types

Housing Type	City of Columbia		South Carolina	
	Units	Percent	Units	Percent
1-unit, detached	28,175	53.6%	1,362,445	62.3%
1 unit, attached	1,769	3.4%	68,995	3.2%
2 units	3,348	6.4%	53,590	2.4%
3 to 4 units	3,293	6.3%	64,136	2.9%
5 to 9 units	4,019	7.6%	98,041	4.5%
10 to 19 units	3,450	6.6%	77,295	3.5%
20 or more units	8,023	15.3%	100,088	4.6%
Mobile Home	462	0.9%	362,634	16.6%
Boat, RV, Van	0	0%	1,034	0%
Total	52,539	100%	2,188,258	100%

Source: 2014 ACS

Compared to the State of South Carolina, the housing stock in the City of Columbia is aging with the majority of homes (50.7%) built before 1970. The decade of largest housing construction occurred between 2000 and 2009, with 8,231 units making up 15.7% of the City's housing stock. Table 4 provides a summary of housing stock age in City of Columbia compared to the State of South Carolina.

Table 4: City of Columbia Housing Age

Year	City of Columbia		South Carolina	
	Units	Percent	Units	Percent
Built 2010 or later	936	1.8%	62,099	2.8%
Built 2000 - 2009	8,231	15.7%	446,564	20.4%
Built 1990 - 1999	5,560	10.6%	427,477	19.5%
Built 1980 - 1989	5,384	10.2%	377,469	17.2%
Built 1970 – 1979	5,797	11.0%	346,117	15.8%
Built 1960 – 1969	7,392	14.1%	209,394	9.6%
Built 1950 - 1959	7,846	14.9%	152,937	7.0%
Built 1940 – 1949	4,918	9.4%	69,546	3.2%
Built 1939 or earlier	6,475	12.3%	96,655	4.4%
Total	52,539	100%	2,188,258	100%

Source: 2014 ACS

Between 2000 and 2013, Columbia's population grew 13% from 116,278 to 131,004, with the number of households increasing from 41,960 to 45,112 according to the U. S. Census Bureau's 2013 American Community Survey (ACS). While median household income also increased during

the same period (by 33% to \$41,344), housing costs outpaced the rise in income, severely limiting affordable, livable units close to employment centers and public facilities and services. According to the *City of Columbia 2015-2019 Consolidated Plan*, the most pressing housing problems today are:

- Substandard housing – units lacking complete plumbing or kitchen facilities
- Severely overcrowded – units with more than 1.51 people per room
- Overcrowded – units with 1 – 1.5 people per room
- Housing costs more than 30% of income

Cost burden is the biggest housing problem in Columbia in terms of sheer numbers, a common trend in many communities across the state. More than 16,000 households or 35% are financially stretched due to housing costs. Accordingly, 11,069 renters and 3860 homeowners are paying more than 30% of their income for housing costs. In addition, 7139 Low-to-Moderate Income (LMI) households experience one or more housing problem, with the lower the income the greater the presence of one of the housing problems identified above.

Low income households experience more housing problems across the board. Data from the City of Columbia Consolidated Plan indicates:

- 15 homeowners lack complete plumbing or kitchen facilities; all are extremely low (0-30% AMI) income
- 464 renters (419 LMI) live in housing without plumbing or a kitchen
- 79 owners (75 LMI) and 275 renters (210 LMI) experience overcrowding
- 300 renters (215 LMI) experience severely overcrowded conditions
- 2,075 owners (1,890 LMI) and 6,105 (all LMI) share a cost burden > than 50% of income
- 1,785 owners (1,350 LMI) and 4,964 (435 LMI) share a cost burden > than 30% of income
- 230 owners and 850 renters (all LMI) have a zero/negative income

3.2.2 Supportive Housing

Supportive housing has proven to be an overwhelmingly successful answer to homelessness because it is a cost-effective, community-friendly alternative to shelters, hospitals, and emergency care and it enables individuals to remain housed while achieving greater levels of self-sufficiency. By definition, supportive housing is permanent, affordable rental housing linked to services (health, mental health, employment) that help individuals rebuild their lives after homelessness, institutional care, financial distress, or other disruptions.

The Columbia Housing Authority (CHA) provides 2,200 units of safe, affordable rental housing to 15,000 low and moderate income (LMI) families, the elderly and persons with disabilities. Through its Section 8 Rental Assistance Program, CHA also administers approximately 3,100 housing vouchers and moderate rehabilitation certificates. Section 8 participants pay 30% of their adjusted gross income for rent and utilities; the Housing Authority Assistance Payments Program subsidizes the balance of rent for the property owner.

The need for affordable housing has never been greater. Currently, affordable housing and voucher waiting lists are closed, leaving 29,000 Columbia applicants without assistance.

Expensive housing unduly burdens LMI households, pushing many into unsustainable housing situations, particularly LMI individuals and families with children who are currently housed, but at risk of residing in shelters or becoming homeless. The City participates in the Greater Columbia Community Relations Council to identify and address fair housing issues and meets quarterly with CHA and the United Way of Midlands to review ordinances and regulations that may pose a barrier to affordable housing and address development issues.

One of the City of Columbia's highest priorities is to prevent low-income individuals and families with children from becoming homeless. Local government agencies and nonprofit groups are assisting the most vulnerable clients – the elderly and those with extreme disabilities or extreme poverty – in obtaining housing and keeping them housed. Those populations deemed at highest risk of becoming homeless are:

- Very low income population
- Elderly
- Recently released ex-prisoners
- Deinstitutionalized mentally disabled persons
- Victims of family violence

The City is committed to helping the homeless - and those at risk of becoming homeless - shift to permanent housing. As a result of the 2015 Flood, financial difficulties caused by loss of job, illness, disability, or a family emergency, has dramatically increased the inability to pay rent. Our strategy to address at-risk individuals takes into account the primary role of community-based charitable organizations and volunteer programs (VOADs), alone or in partnership with local governments and public agencies, in establishing and supporting basic facilities and services for vulnerable and special needs individuals.

Since the October 2015 storm, the City has collaborated with the Midlands Flood Recovery Group (MFRG), an affiliate of United Way of the Midlands (UWM), to assist low-to-moderate income households in repairing housing damages or rebuilding homes devastated by the flood. UWM also loans mold remediation equipment and provides mold remediation supplies to nonprofit groups repairing homes in Lexington and Richland Counties, including the City of Columbia. It helps homeowners access rebuilding sponsors, volunteer labor and hosts through its Restoring Hope Campaign. The Campaign has contributed in excess of \$355,403, rebuilt nine homes in the month of October 2016, and is planning the Building Industry Association of Central South Carolina's Roofing Blitz for 40-50 homes; work is expected to begin in January 2017. The group's website portal "Get Connected" receives more than 5,000 hits per month by people looking for opportunities to volunteer in the area or assist with community needs.

From October 2015 through November 2016 MFRG has rebuilt or is completing 123 homes, 21 in the City of Columbia, 77 in Richland County and 25 in Lexington County. The most frequent unmet needs identified include:

- Roof repairs
- Mold remediation
- Mobile home repairs
- Major home repairs
- Materials for home repairs

- Rental assistance during home repair
- Fallen trees
- Foundation repairs

MFRG has closed 400 case management projects and is currently handling 1,053 open cases.

3.2.3 Public Housing

The City of Columbia operates 2,200 units of public housing, including multi-family, single family, and duplex buildings; high rises, mid rises, and elderly cottages. Styles range from 1950's era barrack quarters to new energy efficient duplexes. The Columbia Housing Authority (CHA) has a comprehensive Modernization Program in place to rehabilitate each complex using HUD Capital Funds, and has systematically replaced older public housing units for the last 15 years. Rosewood Hills, Hammond Village and Latimer Manor were restored and revitalized in the last 6 years. Gonzales Gardens (280 units) and Allen-Benedict Court (224 units) will be restored upon receipt of sufficient funding.

Based on pre-applications submitted, CHA has a total of 872 individual applications for public housing for persons over age 50 (225 for persons 62 and over). In 2014, the wait time for most housing categories was almost four years; the elderly wait approximately one year. Availability for all applicants may substantially decrease as Columbia continues to grow and as tax credits expire and owners convert to private market rates.

Those 65 or older make up 9.2 % of the Columbia population. They tend to be white females (60.5%) and married or widowed. The City's elderly population are nearly two and a half times more likely to be military veterans and 40.5% report a disability. Of these, 92.2% live on social security. Empowering seniors to maintain a healthy, independent lifestyle and remain in their homes instead of moving to an assisted facility is critical to achieving the City's long term viability goals.

3.2.4 Housing for the Homeless

The City of Columbia is a member of the Midlands Area Consortium for the Homeless (MACH), a 14-county Continuum of Care that seeks to end homelessness by making a difference in the lives of people who are experiencing homelessness. MACH promotes collaboration and planning among state and local governments, corporate and non-profit organizations, and faith-based entities that support individuals and families in their quest to move from homelessness to housing.

Columbia offers various homeless shelters and services for a diverse homeless population that includes families with children, elderly and the disabled, and unaccompanied youth. The City operates 54 facilities providing shelter for the homeless; 523 are year-round emergency shelter beds; another 235 are seasonal/overflow beds; 741 units are transitional housing beds, and 1,239 are permanent supportive housing with an additional five under development. Part of the City's long term strategy against homelessness includes expanding the Winter Emergency Shelter, which would provide emergency and transitional beds, showers, food, transportation, and case management in a 24 hour, 7 days a week, year-round facility and to establish a fulltime homeless coordinator position.

Columbia partners with the Midlands Housing Alliance/Transitions to connect the homeless with resources that lead to permanent housing. The Housing First Pilot Program, funded for the last five years in cooperation with the South Carolina School of Medicine and CHA, provided 25 units per year of permanent housing and intensive support services, reducing the need for emergency room care, improving income potential and assisting in maintaining housing stability. Housing First outreach served more than 600 persons in the last 24 months.

Columbia actively participates in the local Continuum of Care providing services ranging from outreach to permanent housing, for families, children, youth, individual men and women, the chronically homeless, veterans, and women and children who are victims of domestic violence. These public services include homelessness prevention and advocacy; legal and financial assistance; utility, rental and mortgage assistance; street outreach; substance abuse treatment, childcare, education, employment training and life skills, healthcare, mental health counseling, and youth services.

As more than a thousand homes were damaged during the October 2015 flood, the need for safe, affordable, livable housing has expanded. When planning disaster recovery efforts, it is essential to identify the needs of the most vulnerable populations -- children, the elderly, economically disadvantaged, homeless and those with physical, developmental or mental disabilities. Ensuring that these households have access to information, resources, and quality housing stock is a priority for the City's long-term public safety and community resilience goals.

3.3 Existing Infrastructure Conditions

Columbia is experiencing substantial development and population growth, which places greater demands on its infrastructure such as housing, transportation and other community facilities. Proper planning helps citizens and government account for and prepare for future change thereby ensuring the best, most efficient use of City resources. Basic services such as water and sewer, fire protection and police are some of the largest, most vital services offered today. As Columbia has grown, resident needs have expanded and the facilities supporting the community have as well. These services and facilities also are a major factor contributing to residents' quality of life.

- The Solid Waste Department has one of the most vital and intensive work demands in the city and helps ensure a clean, healthy Columbia. Workers collect roughly 92,000 tons of material a year and the expansion of municipal boundaries has created a strain on equipment, operations and workforce.
- The Street Department maintains 475 miles of roadways; constructs and maintains storm drains, sidewalks, curbs and gutters, and pavement repairs. More than \$5 million will be necessary to address the backlog of street and intersection projects requiring repaving and or reconstruction.
- The Traffic Engineering Department is responsible for the city's major corridors, which are undergoing physical and signal upgrades and replacements.
- The Water and Sewer Department focuses on upgrading existing systems and helps ensure the existing infrastructure will last much longer. Current capacity at Canal Water Plant is 85 million gallons daily (MGD), Lake Murray Plant draws 75 MGD, combined capacity of 160 million gallons. Planned expansion will address equipment and facility age considerations as the historic facility modernizes and plans for future. The City implemented Impervious Surface Tax has increased the rate of repair and updating to existing storm water system with improvements totaling more

than \$50 million. An estimated \$350 million will focus on these systems more than next 10 years, but an increase in funding will be necessary to keep pace with a growing list of projects.

- The last upgrade and expansion of the sewer treatment plant took place in 1996, maintaining a level of 40-60 MGD. Three projects are planned to increase capacity to 80 MGD in 10 years. Sewer lines have not received the same level of focus as water lines. The system has aged and new funding is needed for a system-wide review and analysis to ensure appropriate service levels and longevity.
- Emergency responders are located at three new fire stations and are scheduled to fill gaps in response times. The Police Department recently inspected stations and facilities and has recommended the construction of a secure facility to store equipment and records, expand the current police department to include a secured facility, and build a new training facility with fire arms and driving range.
- In addition, the Public Library has identified capital needs and expansion plans to meet the growing demand of its citizens.

3.4 Existing Economic Development Conditions

Economic development is critical to achieving the type of community the citizens of Columbia want to embrace over the next decade. A vibrant and growing economy contributes to the quality of life by creating a variety of job opportunities, supporting a wide and diverse marketplace, and providing a supportive tax base for the services and amenities provided.

Columbia is one of the fastest growing metro areas in the Southeast and boasts the 69th largest metro economy in U.S. The City is home to state government, six major universities, including USC, and the nation's largest Army training center. The City's economy, once dependent primarily on textile manufacturing is now home to advanced manufacturing, healthcare, technology, shared services, logistics and energy companies. Apartment and student housing are the main forces behind the resurgence of the Main Street area.

Business in Motion, the City's business retention and expansion program, is conducted in conjunction with the Greater Columbia Chamber of Commerce. The program conducts proactive outreach to local businesses to ensure they have the services and resources needed to grow.

To promote economic development in underdeveloped areas and to aid its lower income citizens in obtaining safe and affordable housing, the City uses its Redevelopment Program fund and Economic Development fund. These funds finance various home rehabs and mortgage lending programs and ensure continued building and investment in the city.

Through a collaboration with TN Development Corp and Eau Claire Development Corp, the City administers a job training program called Work It Up. The program assists citizens who are unemployed or underemployed gain the experience needed to obtain jobs earning a livable wage and benefits, thereby improving the quality of life for families while strengthening communities. Applicants receive up to \$4,000 in grant funds to cover costs of tuition, books, some child care, and transportation. To date 86 individuals have been accepted into the program and 27 have successfully completed the program.

The City's Main Street Capital Program is designed to encourage a diverse mix of retail businesses between the 100 and 1700 blocks of Main Street. Applicants are eligible for loans up to \$50,000 to be

paid off within 10 years. If all program requirements have been met after five years, the balance of the loan will be forgiven. During the 2015 fiscal year, the program leveraged more than \$214,000 in private investment or \$2.50 in private investment for every \$1 dollar of public funds invested.

4.0 Impact of the Disaster

The City of Columbia damage assessment is based on FEMA, SBA, HUD, and U.S. Census information, and was verified by door-to-door inspections by nonprofit partners and the City staff. As demonstrated in the following analysis, minor damages occurred at scattered sites outside of the floodplain; the most severe damage occurred in the Special Flood Hazard Areas where approximately 25% of the households are low to moderate income.

In accordance with HUD guidance, the City of Columbia analyzed the impacts of the disaster to identify the level of citywide damage, which will be used as the basis for an unmet needs assessment and identification of priorities for CDBG-DR funding. The assessment below utilizes federal, state, and city resources including data provided by FEMA, HUD and SBA to estimate the level of damage in three categories: housing, infrastructure, and economic development.

4.1 Housing

In accordance with the guidance set forth in the Federal Register Notice, the City has analyzed the FEMA Individual Assistance (IA) population of owner and renter occupied residences. The amount of damage to owner occupied residences is based upon the following FEMA defined tiers:

Table 5: FEMA Defined Owner Levels of Damage

Type	Definition
Minor-Low	Less than \$3,000 of FEMA-inspected real property damage
Minor-High	\$3,000 - \$7,999 of FEMA-inspected real property damage
Major-Low	\$8,000 - \$14,999 of FEMA-inspected real property damage and/or 1'-4' of flooding on the first floor
Major-High	\$15,000 - \$28,800 of FEMA-inspected real property damage and/or 4'-6' flooding on the first floor
Severe	Greater than \$28,800 of FEMA-inspected real property damage or determined destroyed and/or 6' or more flooding on the first floor

Table 6: Levels of Damage for Owner-Occupied Households

Damage Type	LMI* Owner Occupied			All Owner Occupied			Percentage Households LMI	Percentage Dollars LMI
	Quantity Damaged	Average RP FVL	Total RP FVL	Quantity Damaged	Average RP FVL	Total RP FVL		
Minor-Low	1,122	\$631	\$708,525	2,273	\$737	\$1,674,658	49.4%	42.3%
Minor-High	76	\$4,620	\$351,111	185	\$4,503	\$833,059	41.1%	42.1%
Major-Low	27	\$6,214	\$167,766	67	\$7,169	\$480,320	40.3%	34.9%
Major-High	18	\$21,553	\$387,962	70	\$21,590	\$1,511,293	25.7%	25.7%
Severe	31	\$44,363	\$1,375,264	122	\$43,191	\$5,269,336	25.4%	26.1%
Total	1,274	\$2,347	\$2,990,627	2,717	\$3,595	\$9,768,666	46.9%	30.6%

*LMI calculation based on self-reported income to FEMA

Source: FEMA IA, July 2016

At the time of this analysis, 2,717 owner-occupied households had applied for FEMA IA assistance. Based upon FEMA damage assessments, owner-occupants suffered an estimated \$9.768 million in Real Property FEMA Verified Loss (RP FVL) attributed to the October 2015 flood event. However, the majority of owner occupied homes (2,273 or 83.7 %) were categorized as having only “Minor-Low” damages. GIS mapping of properties with “Minor-Low” damages show that these residential structures are located at scattered locations across the city and mostly outside of the floodplain. Based upon self-reported income, 49.4% of owner-occupants in areas with “Minor-Low” damages are low to moderate income. Due to the scattered site locations of these properties, the ethnic, racial, and elderly populations in these areas closely reflect the demographics of the City overall with the same vulnerabilities as evaluated in *Action Plan Section 3 Demographic Profile of Impacted Areas*.

As can be seen in Table 6, a total of 192 owner-occupied properties received a FEMA damage assessment categorized as “Major-High” or “Severe” damage. GIS mapping of these properties show that almost 100% of homes with this level of damage are located in the floodplain along the banks of Lake Katherine, Central and Lower Gills Creek, Wildcat Creek, and Penn Branch. Based upon self-reported income data, only 25.5% of those homeowners categorized as “Major High” or “Severe” were low-to-moderate income. During the development of the Action Plan, the City also assessed the impact of the flood event on ethnic, racial, elderly, and low income populations. This assessment was conducted by reviewing 2010 Census Tract information for the areas with highest concentrations of “Major” and “Severe” damages in Lake Katherine, Central and Lower Gills Creek, Wildcat Creek and Penn Branch. Table 27 – 29 in *Action Plan Section 6.4.7.4* shows the breakdown of these populations in relation to the Census Tracts most impacted by the flood. 2010 Census Tract information for impacted areas demonstrates that the population residing in housing most damaged by the flood were Non-Hispanic (89%), White (68%), and under the age of 65 (96%). However, the only exception is the disproportionate impact to the African American households in the Central and Lower Gills Creek areas. In these areas, 2010 Census Data shows that 58% of the population is African American, which is significantly higher than all other concentrated areas of FEMA “Major” and “Severe” damage. Self-reported income data for Central and Lower Gills Creek also shows that there are a higher number of low income rental households that potentially could be displaced by buyout or rehabilitation activities.

Notably, less than 50 percent (46.9%) of all FEMA IA owner-occupants are classified low-and-moderate-income (LMI). Mindful of this distribution, the City is committed to meeting the needs of its storm-affected LMI population and strives to devote more than 70.0% of its CDBG-DR allocation to the benefit of LMI residents and communities that were the most impacted by the October 2015 rain and flood event. In addition, it is estimated that 100% of low-to-moderate income households in damaged homes designated with “Major” or “Severe” damages will be provided an opportunity for assistance.

As of July 2016, the FEMA IA program distributed \$5,693,220 million in grants to 1,396 homeowners to complete repairs. After FEMA IA distributions, there are a total of 1,611 owner-occupants who have an aggregate unmet need of more than \$5.8 million. It is noted that this amount is based upon FEMA damage assessments and does not take into consideration actual rebuilding costs and increased costs associated with elevation and resiliency standards. These costs have been factored into the City of Columbia allocation strategy. Of the population with unmet needs, 836 of 1,611 (51.9%) have self-reported their income as low-to-moderate.

Assessing impacts on renters is more challenging than for homeowners as renters are less likely to apply to FEMA for housing assistance, and their personal loss is typically reported as personal property (PP)

losses rather than the amount of structural damages. However, there is data available through both IA and City inspections that indicates a strong need for the rehabilitation and redevelopment of affordable housing. While rental populations are more mobile than owner-occupied populations by nature and are, therefore, better-equipped to navigate the aftermath of a post-catastrophic event, the city recognizes the significant impact to renter households and loss of affordable housing units in Columbia. Tables 7 and 8 illustrate the levels of rental damage occurring in the city, as broken down by FEMA's categorization system:

Table 7: FEMA Defined Levels of Damage for Renter Personal Property Losses

Type	Definition
Minor-Low	<i>Less than \$1,000 of FEMA Inspected Personal Property Damage</i>
Minor-High	<i>\$1,000 - \$1,999 of FEMA Inspected Personal Property Damage</i>
Major-Low	<i>\$2,000 - \$3,499 of FEMA Inspected Personal Property Damage and/or 1'-4' of flooding on the first floor</i>
Major-High	<i>\$3,500 - \$7,499 of FEMA Inspected Personal Property Damage and/or 4'-6' of flooding on the first floor</i>
Severe	<i>Greater than \$7,500 of FEMA Inspected Personal Property Damage or determined destroyed and more than 6' of flooding on the first floor</i>

Per the above damage types, the City analyzed the affected rental population as a full population and as an LMI subset. Among the FEMA IA applicants identified as renters, 89.8% are classified as LMI, and 86.3% of the FEMA PP FVL renter damage was incurred by LMI applicants. Of the 138 rental households with "Major-High" or "Severe" damage levels, 88.4% are classified as LMI. The majority of "Major-High" and "Severe" rental properties are located in the floodplain along Lower Gills Creek which has a higher concentration of African American households.

Table 8: Levels of Damage for Renter-Occupied Households

Damage Type	LMI* Renter Occupied			All Renter Occupied			Percentage Households LMI	Percentage Dollars LMI
	Quantity Damaged	Average PP FVL	Total PP FVL	Quantity Damaged	Average PP FVL	Total PP FVL		
Minor-Low	216	\$423	\$91,306	227	\$427	\$96,832	95.2%	94.3%
Minor-High	42	\$1,358	\$57,054	49	\$1,359	\$66,610	85.7%	85.7%
Major-Low	71	\$1,916	\$136,008	88	\$2,033	\$178,906	80.7%	76.0%
Major-High	70	\$4,721	\$330,468	83	\$4,794	\$397,886	84.3%	83.1%
Severe	52	\$5,934	\$308,553	55	\$6,005	\$330,287	94.5%	93.4%
Total	451	\$2,047	\$923,389	502	\$2,133	\$1,070,521	89.8%	86.3%

*LMI calculation based on self-reported income to FEMA

Source: FEMA IA, July 2016

Based upon this data, the City is concerned about the concentrated areas of rental housing damage in the floodplain and Lower Gills Creek. The City recognizes that the loss of rental units is significant because it has a limited amount of affordable housing, making it more difficult for renters to adapt to post-flood conditions. As a result, the City of Columbia will encourage landlords with damaged rental units located in the floodplain to participate in the City's CDBG-DR and FEMA funded buyout programs and

has also allocated 31.3% of CDBG-DR funding to rehabilitate damaged affordable rental properties outside of floodplain areas.

As previously discussed, homes with the most damage are concentrated along the floodplain in the five areas listed in Table 9 and 10 and described in the following sections.

Table 9: Breakdown of Most Affected Owner-Occupied Households

Location	Quantity Not Funded	Quantity Damaged	Average RP FVL	Total RP FVL	LMI Households	LMI RP FVL
Lake Katherine	79	94	\$29,599	\$2,782,270	26.6%	28.8%
Central Gills Creek	45	57	\$37,859	\$2,157,940	19.3%	21.6%
Wildcat Creek	18	29	\$33,774	\$979,432	27.6%	26.1%
Lower Gills Creek	16	25	\$18,069	\$451,714	24.0%	17.8%
Penn Branch	16	23	\$26,675	\$613,525	30.4%	28.0%
Total	174	228	\$29,195	\$6,984,881	25.6%	24.5%

Source: FEMA IA, July 2016

Table 10: Breakdown of Most Affected Renter-Occupied Households

Location	Quantity Damaged	Average PP FVL	Total PP FVL	LMI Households	LMI PP FVL
Lake Katherine	0	\$0	\$0	0.0%	0.0%
Central Gills Creek	13	\$4,716	\$61,313	76.9%	67.5%
Wildcat Creek	10	\$7,739	\$77,393	80.0%	88.8%
Lower Gills Creek	94	\$4,370	\$410,798	83.0%	85.2%
Penn Branch	17	\$3,778	\$64,226	70.6%	63.0%
Total	134	\$4,121	\$613,730	77.6%	76.1%

Source: FEMA IA, July 2016

4.1.1 Lake Katherine

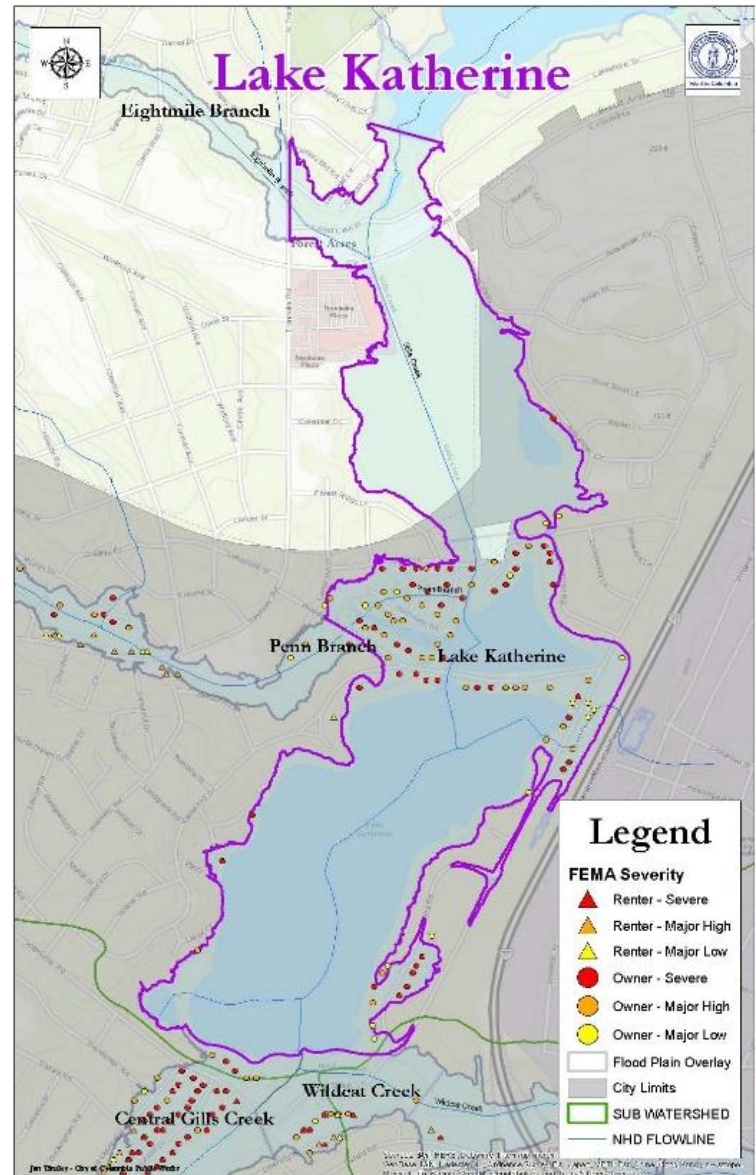
Residents of Lake Katherine have the highest concentration of “Major” and “Severe” owner-occupied damages. More than 35.9% (94 of 259) of all of Columbia’s owner-occupied structures categorized as “Major” and “Severe” are located in this area. Additionally, only one home in this area suffered “Minor-Low” damage. According to FEMA data, owners along Lake Katherine sustained more than \$2.7 million in damages which is an average of \$29,599 per household. Of this sub-population, 26.6% of households self-reported their income as low to moderate. No renter occupied properties were reported by FEMA. 2010 Census Tract information for the area shows that the majority of residents are Non-Hispanic (94%), White (92%), with a small portion of elderly households (18%).

An analysis of damages in the Lake Katherine area, based upon the best available data from FEMA, shows that there are more than \$2.3 million worth of damages to 79 owner-occupied properties that have not been otherwise funded. The majority of these homes (83.5%) sustained Major-High or Severe damages. For the 79 homes that have damages, 25 of these households are LMI households and have losses of \$659,972. Of the 25 LMI households with unmet needs, all sustained Major or Severe damages.

Due to the low concentration of LMI households, it is anticipated that most owners in this area may participate in the Elevation Reimbursement Program. In addition, these homeowners will be eligible to participate in the proposed CDBG-DR Buyout Program.

4.1.2 Central Gills Creek

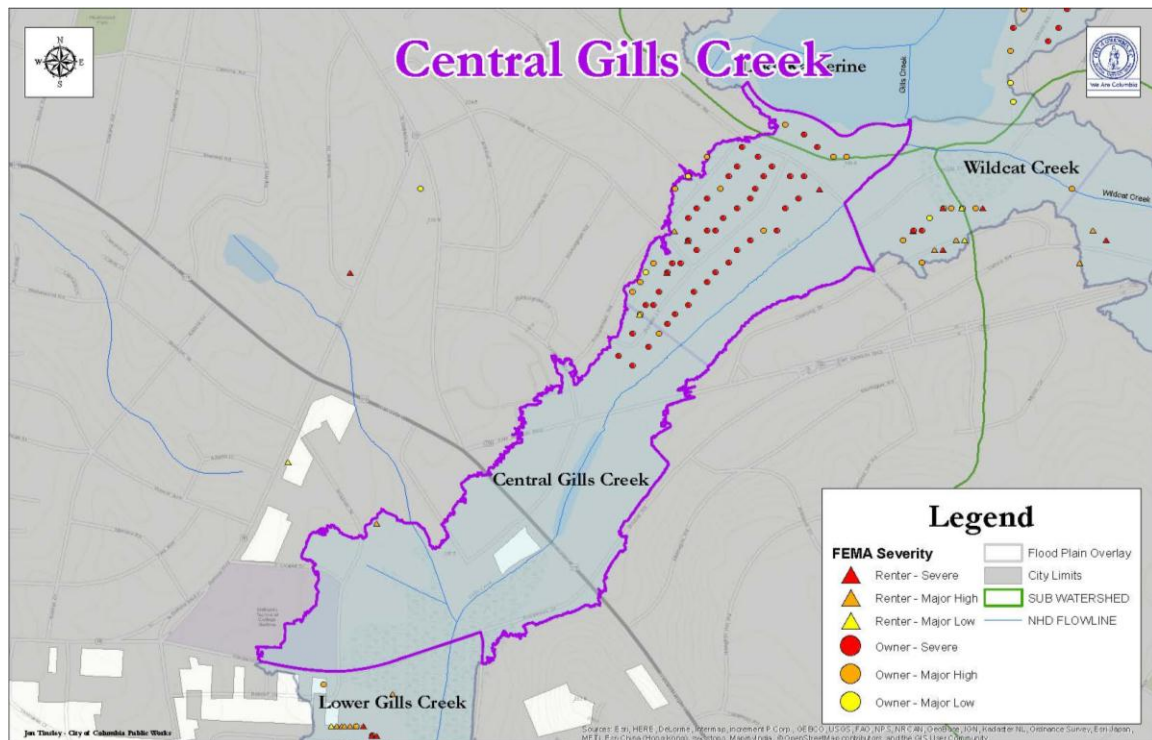
Central Gills Creek has the second highest concentration of “Major” and “Severe” owner-occupied damages. More than 22.0% (57 of 259) of all of Columbia’s owner-occupied structures categorized as “Major” and “Severe” are located in this area. According to FEMA data, owners along Central Gills Creek sustained almost \$2.2 million in damages which is an average of



\$37,859 per household. Of the Central Gills Creek population, 19.3% of households self-reported their income as low to moderate reflecting 21.6% of the damages in this area. Unlike the Lake Katherine area, there is a small population of rental occupied households in Central Gills Creek. The average personal property loss for renters is reported as \$4,716. Of the rental occupied households, 76.9% self-reported their income as low to moderate. 2010 Census Tract information for the area shows that the majority of residents are Non-Hispanic (89%), Black (58%), with a small portion of elderly households (5%).

An analysis of the Central Gills Creek area, based upon the best available data from FEMA, shows that there are more than \$1.5 million worth of damages to 45 owner-occupied properties that have not been otherwise funded. All of these homes sustained “Major” or “Severe” damages. Of these 45 owner-occupied homes, there are seven LMI households that have losses of \$294,784.

Although Central Gills Creek has a small concentration of rental homes, census tract information indicates that these damaged units may be occupied by vulnerable minority households which may benefit from the proposed Small Rental Repair Program. It is anticipated that most owner-occupied households in this area may participate in the Buyout Program or Elevation Reimbursement Program.



4.1.3 Wildcat Creek

Wildcat Creek has the third highest concentration of “Major” and “Severe” owner-occupied damages with 29 dwellings sustaining almost \$1 million in damages at an average rate of \$33,774 per household. Of the five areas with the most damage, Wildcat Creek homes sustained the second highest estimated loss per household. For the owner-occupied households in the Wildcat

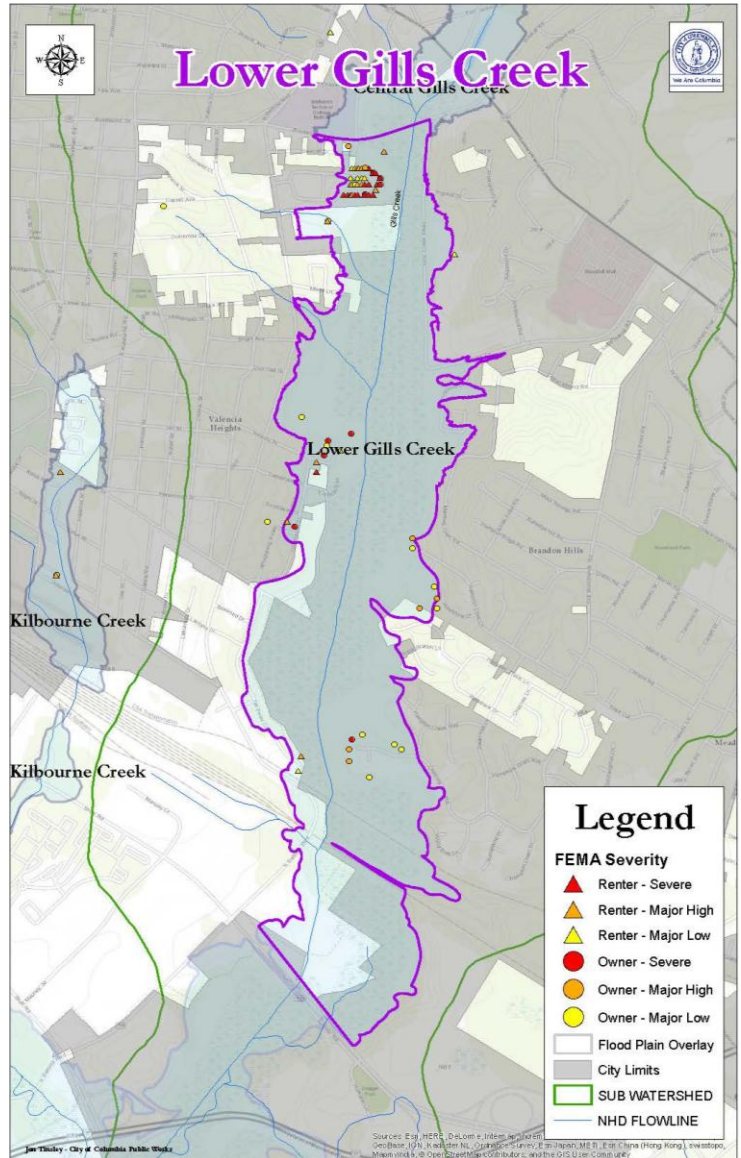
It is anticipated that most owners in this area may participate in the Homeowner Assistance and Elevation Reimbursement Programs. In addition, owners in this area will be eligible to participate in the City's proposed CDBG-DR and FEMA Buyout programs. It is also anticipated that LMI tenants will benefit from the Small Rental Repair Program.



4.1.4 Lower Gills Creek

Lower Gills Creek had the fourth highest concentration of Major and Severe owner-occupied damages with 25 dwellings sustaining \$451,714 of damages according to FEMA. Of the owner occupied households, 24.0% self-reported as low to moderate income. Additionally, the Lower Gills Creek area reported the highest number of rental occupied properties, 94, of which 83.0% self-reported their income as low-to-moderate. This LMI population sustained 85.2% of the area's personal property losses for renters. 2010 Census Tract information for the area shows that the majority of residents are Non-Hispanic (89%), Black (58%), with a small portion of elderly households (5%).

An analysis of the Lower Gills Creek area, based upon the best available data from FEMA, shows that there are \$323,943 in damages to 16 owner-occupied properties that have not been otherwise funded. All of these homes sustained Major or Severe damages. Of this population, only one LMI household sustained Major-Low damage with losses of \$8,019.



It is anticipated that most owners in this area may participate in the Homeowner Assistance and Elevation Reimbursement Programs. In addition, owners in this area will be eligible to participate in the city's proposed CDBG-DR and FEMA Buyout programs. It is also anticipated that LMI tenants will benefit from the Small Rental Repair Program.

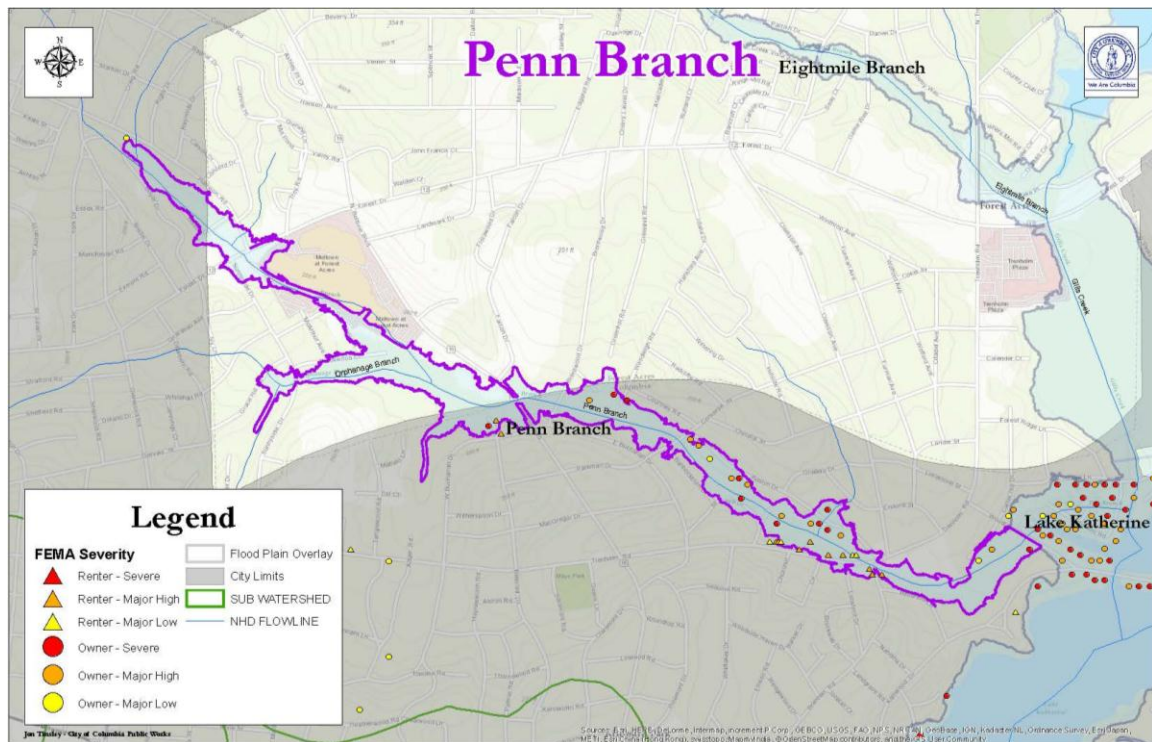
4.1.5 Penn Branch

Residents of Penn Branch, a tributary to Lake Katherine, also experienced Major and Severe damages to owner-occupied properties at several locations. In this area there is an even mix of owner-occupied and rental residential dwellings that experienced Major and Severe losses. A total of 23 owner-occupied dwellings sustained \$613,525 in damages, and seven owner occupants (30.4%) self-reported their income as low to moderate income. These seven LMI owners account for 28.0% of the damages.

In addition to the owner-occupied households, there are 17 renter-occupied households in the Penn Branch area who sustained \$64,226 in damages to their personal property. Of the rental population, 70.6% self-reported their income as low to moderate, and this LMI population sustained 63.0% of the area's total personal property damages reported to FEMA. 2010 Census Tract information for the area shows that the majority of residents are Non-Hispanic (99%), White (90%), with a small portion of elderly households (12%).

An analysis of the Penn Branch area, based upon the best available data from FEMA, shows that there are \$392,866 worth of damages to 16 owner-occupied properties that have not been otherwise funded. All of these homes sustained Major or Severe damages. Of this number four LMI households sustained losses of \$130,008.

It is anticipated that most owners in this area may participate in the Homeowner Assistance and Elevation Reimbursement Programs. These owners will be eligible to participate in the city's proposed CDBG-DR and FEMA Buyout programs. It is also anticipated that LMI tenants will benefit from the City's Small Rental Repair Program.



4.1.6 Disaster Impact on Public Housing Authorities

In order to understand the impacts of the October 2015 rain and flood event on Public Housing Authorities (PHA), the City of Columbia collaborated with the Columbia Housing Authority (CHA) on the unmet needs assessment for the Action Plan. CHA has provided affordable housing to the citizens of Columbia and Richland County since 1934 and is responsible for the administration of all public housing developments, project-based and Section 8 vouchers. In conjunction with the its unmet needs assessment, the City asked CHA to assess storm related damages and unmet needs at CHA's administrative buildings, public housing developments, and at any development at which CHA has allocated project-based vouchers. The City also requested information related to privately owned units housing participants in the Section 8 Housing Choice Voucher Program.

Subsequently, CHA reported that all of its administrative buildings were covered by insurance and have already been repaired. However, 26 CHA apartment units were completely flooded. All units were covered by insurance and have been repaired with the exception of one unit. This unit is located outside of city limits in Richland County in an area that will not be rebuilt. CHA is currently working with the county to participate in its CDBG-DR buyout program for this property. In addition to the apartment units, CHA reports that all the project-based housing developments were under construction at the time of the October 2015 flood event and were not damaged.

CHA also reported that most damages were sustained by privately owned units that provide housing for participants in the Section 8 Housing Choice Voucher Program. The CHA Section 8 Program had more than 100 privately owned units damaged with many of the tenants displaced by the flooding. Fortunately, CHA was able to relocate all tenants into other units with a voucher. CHA cannot report on the status of the rebuilding of the damaged rental units as the units are privately owned and CHA is not responsible for the repairs. At this time, CHA states that there is no additional need for CDBG-DR funding.

The city will continue to identify and assess impacts on CHA Section 8 units, particularly the unmet repair and rebuilding needs not otherwise covered by insurance or FEMA.

4.1.7 Impact to Transitional Housing, Emergency Sheltering, and Homelessness

The October 2015 flood event impacted owner-occupied housing as well as those who occupy Permanent Supportive Housing, Transitional Housing, and those who are homeless residing in Emergency Shelters. In some cases, these households can experience more adversity during initial emergency response and intermediate recovery efforts as more permanent owner occupied households seek refuge and/or alternative housing options. This unexpected surge in housing needs can quickly overburden existing housing providers.

According to data received by the United Way, the Midlands Section of the state had a total of 248 persons who resided in Permanent Supportive Housing and 513 persons who resided in Transitional Housing the year prior to the flood event. In addition, a total of 381 persons resided in Emergency Shelters during the reporting period from October 1, 2014 to September 30, 2015. Prior to the event, an average of 59 individuals were housed in shelters on any given night. The United Way also reports that 311 individuals in the Midlands were chronically homeless as of

January 27, 2016. Of this number, 164 persons resided in Emergency Shelters and 147 persons were reported as Unsheltered.

In response to flooding in the City of Columbia, non-profit groups and agencies quickly responded to assist all households in need of recovery assistance. As a result, the Red Cross opened eight shelters to serve displaced households in and around the city. These shelters opened on October 4, 2015 and served approximately 382 persons in 17 days. The last shelter servicing displaced households in Columbia was closed on October 21, 2015.

In order to minimize flood related impacts to the area's most vulnerable populations, the Richland-Lexington Counties Long Term Recovery Group (RL-LTRG) was established to maintain a network of agencies and provide coordinated support for local recovery efforts benefiting the residents of both counties. The City of Columbia is an active participant in this group. The RL-LTRG was formed in conjunction with the United Way of the Midlands with the purpose of strengthening area-wide disaster recovery efforts by:

- Coordinating recovery efforts among organizations and entities that provide volunteer, financial, spiritual, physical, and/or psychological support for persons whose lives have been impacted by the disaster.
- Facilitating and coordinating case management and long term recovery assistance to individuals affected by the disaster who do not have adequate personal resources for their basic needs.
- Providing leadership to identify and address long term needs for recovery and rehabilitation.
- Coordinating advocacy initiatives with key policy makers and public service providers to develop policy changes that meet the needs of affected people and communities.
- Fostering coordination and integrated approaches intended to rebuild the human service sector and meet evolving recovery needs.

To date, RL-LTRG has made significant progress in achieving these goals. In addition to a large case management load of more than 750 residents in Richland County, more than 200 rebuilding projects have been completed, 58 of those within the City of Columbia. In conjunction with these efforts, the City is committing 26% of its CDBG-DR funding for new construction, repair and reconstruction of affordable rental housing to ensure sufficient resources are available for its most vulnerable populations. The City also seeks to ensure that rehabilitated rental housing is located in desirable areas with mixed incomes and housing types where possible. The City's Small Rental Repair Program (SRRP) is designed to ensure that restored rental units are only available for re-occupancy by LMI households at or below Fair Market Rates for two [3](#) years.

At this time, there is no need for funding for additional public service activities.

4.2 Infrastructure Damages

The catastrophic rainfall and flooding experienced in Columbia caused widespread damages to the city's water control facilities, public buildings, roads, and bridges. The most notable damage was the breach of the Columbia Canal and its impacts upon City public facilities and services to the state's capitol. To assess unmet infrastructure needs for CDBG-DR funding, the city developed damage assessments and obtained engineering estimates in order to participate in FEMA's Public Assistance (PA) program. The following table illustrates how those damages are documented and categorized.

Table 11: FEMA PA Categories

Category	Definition	Total Damages	25% Cost Share
A	<i>Debris Removal</i>	\$585,109	\$146,277
B	<i>Emergency Protective Measures</i>	\$8,263,554	\$2,065,888
C	<i>Road Systems and Bridges</i>	\$1,306,878	\$326,719
D	<i>Water Control Facilities</i>	\$77,447,170	\$19,361,793
E	<i>Public Buildings and Contents</i>	\$288,151	\$72,038
F	<i>Public Utilities</i>	\$8,797,049	\$2,199,262
G	<i>Parks, Recreational and Other Items</i>	\$154,110	\$38,528
Total		\$96,842,021	\$24,210,505

Source: City of Columbia, November 2016

To date, FEMA has obligated almost \$12 million to assist in repairs to facilities, equipment, utilities and miscellaneous losses from the storm. Another \$85 million in projects has been identified and is being documented and submitted for FEMA consideration, with the largest project being associated with repairs to the Columbia Canal and Head Gates. The City of Columbia is also pursuing other FEMA and HUD grants to address the needs of city assets including FEMA's Hazard Mitigation Grant Program, Pre-Disaster Mitigation, and Flood Mitigation Program grants, as well as the HUD Community Development Block Grant Disaster Recovery Program.

4.3 Economic Development Losses

The extensive rainfall and flooding of early October 2015 severely impacted Columbia area businesses. Many businesses experienced damage to their facilities, stock, and equipment, and some businesses were totally destroyed. Even businesses that did not have physical damage from the storms were closed for an extended period causing significant losses in revenue.

Columbia businesses began to experience the adverse economic impacts of the flood event on October 1, 2015, when many businesses closed in preparation for the storm. Businesses remained closed until October 5th with unmet needs continuing to this day. Estimates of the gross impact of the flood event are based on a combination of evacuation orders, school closures, outage data, anecdotal accounts and a survey collected by Columbia's Office of Business Opportunity (OBO) in the days following the rain and flood. As a result, Columbia's OBO was able to assess some immediate impacts of the storm on local businesses.

A total of 61 businesses responded to OBO's survey immediately following the flooding. Thirty-five respondents (55.7%) indicated they sustained a direct impact from the storm. As part of the survey, respondents were asked to provide their business' recovery needs. More than 46.9% of responding business owners reported that loss of revenue was the biggest recovery need with lost wages being ranked second at 32.7%. Additionally, 28.6% reported structural damage to their business. Adding to these and other losses, more than 58.6% of respondents stated they did not have sufficient insurance to cover their losses.

Based upon SBA data, there are 205 damaged properties (165 businesses) within Columbia with verified losses of more than \$14.4 million. As of August 2016, SBA has made 165 loans to impacted businesses (some with multiple loans, financing more than \$12.0 million. The following chart illustrates the quantity of SBA loans by NAICS industry.

As can be seen from this table, the most impacted industries were Real Estate, Rental and Leasing; Other Services; and Wholesale Trade.

Table 12: SBA Business Loans

NAICS Industry	Quantity Approved	Approved Amount*	Total Estimated Damage
Agriculture, Forestry, Fishing and Hunting	0	\$0	\$0
Mining, Quarrying, and Oil and Gas Extraction	0	\$0	\$0
Utilities	0	\$0	\$0
Construction	2	\$6,300	\$3,371
Wholesale Trade	2	\$569,600	\$364,572
Information	0	\$0	\$0
Finance and Insurance	0	\$0	\$0
Real Estate and Rental and Leasing	99	\$4,092,130	\$4,773,752
Professional, Scientific, and Technical Services	8	\$1,148,300	\$686,211
Management of Companies and Enterprises	0	\$0	\$0
Administrative and Support and Waste Management and Remediation Services	3	\$184,200	\$96,170
Educational Services	2	\$178,800	\$155,664
Health Care and Social Assistance	7	\$1,138,000	\$1,092,618
Arts, Entertainment, and Recreation	1	\$496,100	\$498,625
Accommodation and Food Services	11	\$1,219,000	\$1,389,551
Other Services (except Public Administration)	13	\$1,023,400	\$2,256,603
Public Administration	0	\$0	\$0
Manufacturing	3	\$224,700	\$212,459
Retail Trade	12	\$2,395,400	\$2,943,747
Transportation and Warehousing	2	\$0	\$0
Total	165	\$12,675,930	\$14,473,343

*Approved Amounts are calculated on a pro-rata distribution based on damages to the facilities within the City of Columbia per SBA loan.

Source: SBA, August 2016

5.0 Unmet Needs Assessment

The CDBG-DR program is considered a “gap” funding source and is intended to assist with recovery needs not covered by other public and private funding sources. While recovery efforts have continued many impacts remain unaddressed due to the profound extent and diversity of the damages to housing, infrastructure, and the economy; the unique conditions and vulnerabilities of Columbia residents and businesses; and the limitations of funding assistance. This unmet need assessment provides essential information to better understand the most impacted areas and populations in the City, and guides development of the most effective recovery programs and priorities.

This section updates the City’s preliminary assessment of unmet recovery needs resulting from the October 2015 severe storm and flooding disaster (DR 4241). When major disasters occur, a significant amount of data and information must be collected and analyzed from numerous agencies, departments, and organizations. Accessing and compiling information on impacts and recovery resources can be a challenge due to varying quality, availability, formatting, and timing of different sources. Estimates of unmet needs are based on the best available information as of October 1, 2017 and represent the City’s ~~initial~~ calculation of remaining recovery gaps. Since October 2015 nonprofit volunteer organizations such as St. Bernard Project (SBP), Restoring Hope and the Midlands Flood Recovery Group have rebuilt 58 homes within the City of Columbia at an estimated value of \$2,314,200, using an average contractor price of \$39,900 per home. This contribution is not itemized in the tables below, but will be noted as part of the Duplication of Benefits analysis during the applicant intake process. This assessment should be considered a living document that will be updated as specific household information becomes available.

The primary objective of the Housing and Community Development Act is the “development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income.”

Unmet needs were estimated through a comparison of financial impacts of the disaster with subsequent recovery funding that has been received or is anticipated. The City of Columbia has worked with the following agencies during the unmet needs assessment and has incorporated data from the following key sources:

- Federal Emergency Management Agency (FEMA) Individual Assistance (IA) Program
- FEMA Public Assistance Program (PA)
- Small Business Administration (SBA)
- National Flood Insurance Program (NFIP)
- Columbia Housing Authority (CHA)
- SC State Housing Finance Authority
- Affordable Housing Coalition
- City of Columbia Building Department
- City of Columbia GIS and Planning Departments
- City of Columbia Consolidated Plan
- City of Columbia Comprehensive Plan
- City of Columbia Building and Permits
- City of Columbia Office of Business Opportunity (OBO)
- South Carolina Emergency Management Department

- Engineering estimates for FEMA PA Projects
- United States 2010 Decennial Census
- 2014 American Community Survey (ACS)
- Midlands Flood Recovery Group
- Volunteer Organizations Active in Disaster (VOAD)
- Public and Stakeholder outreach and feedback

This assessment is organized into three main categories: Housing, Infrastructure, and Economic Development. Identifying and documenting the needs across these three core areas allows the City to strategically allocate limited resources to address the most critical recovery needs while making proactive resilience investments to minimize impacts of future flood events.

A high-level overview of the unmet needs assessment is shown in Table 13 using the best available data and information from FEMA and SBA as of *October 1, 2017*. *It is critical to understand that these figures are based on available information at the time this Action Plan Amendment was developed.*

Based upon this information, City of Columbia has identified \$210,388,416 in unmet recovery needs, a 57% increase attributable to estimates of \$170 million in repairs to the Columbia Canal. Although infrastructure is currently shown with the largest gap in funding, the City considers housing the largest unmet need due to the large number of residents impacted by the flood and the extremely limited number of affordable housing options for low to moderate income residents.

Table 13: Unmet Needs Summary

Recovery Area	Damage/Rebuild Costs	*Assistance Received	*Unmet Need
<i>Housing</i>	\$103,654,345	\$70,081,684	\$33,572,661
<i>Infrastructure</i>	\$189,394,851	\$12,995,324	\$176,399,527
<i>Economic Development</i>	\$18,773,828	\$18,357,600	\$416,228
Total	\$311,823,024	\$101,434,608	\$210,388,416

*Does not include mitigation or resiliency costs.

Source: FEMA, SBA

5.1 Funding Sources and Uses Assistance Received and Expected

Table 14 identifies anticipated or expected funding sources and the area of need that will be addressed. Based on data obtained from FEMA, SBA, DOA and SCEMD, the City of Columbia is anticipating funding of \$101,434,608. These amounts include only funding that has been obligated or disbursed from other agencies.

Table 14: Assistance Received and Obligated*

Assistance Program	Housing	Infrastructure	Economic Development	Total
FEMA IA	\$19,722,933			\$19,722,933
FEMA PA		\$11,995,324		\$11,995,324
NFIP	\$13,541,451			\$13,541,451
SBA	\$36,817,300		\$18,357,600	\$55,174,900
DOA		\$1,000,000		\$1,000,000
Total	\$70,081,684	\$12,995,324	\$18,357,600	\$101,434,608

*Data updated as of October 1, 2017

Source: South Carolina Disaster Management Department, FEMA, SBA

5.2 Housing Unmet Need

This section of the Action Plan describes the data, information, and methodology that the City of Columbia used to calculate damages and unmet needs for housing. Based upon this information, the level of damage is estimated to be \$103,654,845. With \$70,081,684 in assistance received or anticipated, the total estimated unmet need is \$33,572,661, slightly less than estimated in the original Action Plan.

Table 15: Housing Unmet Needs

Recovery Area	Damage / Need	*Assistance Received / Anticipated	*Unmet Need
Housing	\$103,654,845	\$70,081,684	\$33,572,661

Source: FEMA IA, July 2016 & SBA, August 2016

As noted in the overview of this Action Plan Amendment, homeowners did not wait for federal assistance to make storm damage repairs. In particular, homeowners with major and severe damage appear to have found the means to rehabilitate on their own or with the assistance of volunteer organizations. Based on self-reported data, 55% applicants deemed ineligible for the Columbia Homeowner Assistance Program (CHAP) did not meet 80% AMI income levels.

Applicants who registered with FEMA were allowed to register only one property giving rental property owners the option of filing damage assessment on their residence or the rental unit. All chose to register residences. For this reason we renewed our outreach to landlords, mailing 1800 letters to solicit interest in the Small Rental Repair Program (SRRP). We are experiencing a significant increase in calls from potential applicants.

Most, but not all, small rental property owners had private insurance or secured commercial loans to make needed repairs. While some of these applicants have remaining repairs, many suffered a loss of rental income for several months and some are experiencing a financial hardship as a result. A demonstrable financial hardship must have occurred after the October 2015 flood and be of a severe, involuntary, and unexpected nature such as the necessity of withdrawing funds from pension or retirement accounts or the use of high interest, high fee loans to make storm-related repairs.

During its analysis, the City of Columbia recognized a significant disparity between the amount of individual FEMA damage assessments versus the amount of individual SBA loans. SBA loan amounts more closely reflect actual rebuilding costs than FEMA damage amounts because the SBA data is derived at the applicant level and represents verifiable address-level information. The City has a high degree of confidence in using the SBA amounts to develop a multiplier that could be used to calculate unmet housing needs. Table 16 demonstrates the significant differences in each damage category between FEMA's loss assessments and SBA loans to repair residences. The multiplier is the ratio of actual building costs (average SBA loan) to FEMA estimated damages.

Table 16: Owner-Occupied Households with RP FVL > \$0 and SBA Awards

Damage	Damaged Structures	Average RP FVL	Average SBA Loan	Multiplier
Minor-Low	249	\$928	\$19,094	20.58
Minor-High	37	\$4,321	\$32,481	7.52
Major-Low	15	\$7,470	\$66,060	8.84
Major-High	31	\$21,754	\$99,103	4.56
Severe	56	\$43,123	\$136,023	3.15
Total	388	\$9,258	\$45,455	4.91

Source: FEMA IA, July 2016 & SBA, August 2016

With multipliers established at all five owner-occupied damage tiers, it was then applied to the entire IA owner-occupied population, resulting in a total damage estimate in excess of \$47.9 million as shown in Table 17. While this amount includes \$3.7 million in contents, this assessment demonstrates that there are twice as many unmet housing needs than there is funding available. Furthermore, the largest unmet need is in the minor loss category, which is associated with the City's LMI population. For this reason, the City of Columbia has allocated 64% of CDBG-Disaster Recovery resources to address the unmet housing need. The City's allocation strategy prioritizes its most vulnerable households while also meeting the needs of those who sustained the majority of damages.

Table 17: Real Property Damage Estimation

Damage	Quantity Damaged	Total RP FVL	Multiplier	Damage
Minor-Low	2,273	\$1,674,658	20.58	\$34,464,459
Minor-High	185	\$833,059	7.52	\$6,264,605
Major-Low	67	\$480,320	8.84	\$4,246,026
Major-High	70	\$1,511,293	4.56	\$6,891,496
Severe	122	\$5,269,336	3.15	\$16,598,409
Total	2,717	\$9,768,666	4.91	\$47,964,150

Source: FEMA IA, July 2016

5.2.1 Housing Unmet Need Calculation

Owner Occupied Homes

The City of Columbia considers several factors in computing homeowner unmet need including:

- FEMA damage assessments
- SBA loan amounts
- FEMA/SBA Multiplier
- Costs of Resiliency (Energy and Water Efficiency), and
- Mitigation (Elevation) Costs

The calculation is as follows:

$$\begin{array}{r}
 \text{FEMA Damage Assessment} * \text{SBA Multiplier} \\
 + \text{ Resiliency Costs (Avg. \$1,917 per home)} \\
 + \text{ Mitigation Costs (Avg. \$70,000 per "Major" or "Severe" home in the floodplain)} \\
 \hline
 \text{Potential Unmet Need}
 \end{array}$$

After applying the FEMA/SBA multiplier at each damage level, the costs associated with resiliency (energy and water efficiency) are added to the calculation for all damaged structures. These costs are estimated to be \$1,917 per structure as identified in *Incremental Cost, Measurable Savings: Enterprise Green Communities Criteria* (outlined in Section 6.4.5 of the Action Plan). After adding resiliency costs, the average cost of elevation (\$70,000) is added for all homes in the floodplain categorized as "Major" or "Severe" damage. The average cost of elevation is based upon data obtained from the City of Columbia Floodplain Manager as outlined in Section 6.4.4 of the Action Plan.

Using this methodology, the City of Columbia estimates 2,717 owner-occupants need assistance (less duplication of benefits) with approximately \$66,612,639 in damages. It is important to note that SBA data are currently available at the address level, which adds a degree of realism to the perspective on damages and potential unmet needs. Also, these numbers do not capture residents who did not register for FEMA assistance, those who were denied assistance, or received insufficient funding to fully repair their homes. Filling in these gaps is a significant challenge which will be resolved during the applicant intake and Duplication of Benefits (DOB) verification processes.

Table 18: Owner Occupied Unit Damages and Rebuilding Needs

Damage	Quantity Damaged	Total RP FVL	Multiplier	Damages	Resiliency Cost	Mitigation Cost	Total Need
Minor-Low	2,273	\$1,674,658	20.58	\$34,464,459	\$4,357,341	\$0	\$38,821,800
Minor-High	185	\$833,059	7.52	\$6,264,605	\$354,645	\$0	\$6,619,250
Major-Low	67	\$480,320	8.84	\$4,246,026	\$128,439	\$0	\$4,374,465
Major-High	70	\$1,511,293	4.56	\$6,891,496	\$134,190	\$4,900,000	\$11,925,686
Severe	122	\$5,269,336	3.15	\$16,598,409	\$233,874	\$8,540,000	\$25,372,283
Total	2,717	\$9,768,666	4.91	\$47,964,150	\$5,208,489	\$13,440,000	\$66,612,639

Source: FEMA IA, July 2016 & SBA, August 2016

Renter Occupied Homes

The calculation of need to repair damaged rental properties is more difficult because FEMA data regarding real property damages is not available. For the purposes of this analysis, the City assumed that the majority of damaged rental properties have characteristics similar to single family homes or duplexes. This assumption is supported by the fact that 43% of damaged rental properties are categorized as “House/Duplex” by FEMA and that rental properties in the most impacted areas are single family homes, duplexes, and townhomes.

The City of Columbia considers the following factors in calculating unmet need for rental properties:

- FEMA damage assessments (number of structures damaged)
- Average Amount of Structural Damage (similar to single family homes/duplexes)
- Costs of Resiliency (Energy and Water Efficiency), and
- Mitigation (Elevation) Costs

The calculation is as follows:

$$\begin{aligned}
 & \text{FEMA Damage Assessment (number of structures)} * \text{Average Amount of Damage} \\
 + & \text{Resiliency Costs (Avg. \$1,917 per home)} \\
 + & \text{Mitigation Costs (Avg. \$70,000 per “Major” or “Severe” home in the floodplain)} \\
 \hline
 & \text{Potential Unmet Need}
 \end{aligned}$$

5.2.1.1 Renter Calculation

As of July 2016, 502 renters registered with FEMA reporting \$1,070,521 in personal property losses. Based upon the data below renters received \$766,925 in total payments from FEMA and \$216,000 from SBA leaving them with an unmet need of \$87,596.

Table 19: Renter Occupied Unit Damages and Rebuilding Needs

Damage	Damaged Structures	Total PP FVL	FEMA Funding	SBA Loan Amt	Unmet Need
Minor-Low	227	\$96,832	\$74,372	\$4,300	\$18,160
Minor-High	49	\$66,610	\$42,682	\$12,900	\$11,028
Major-Low	88	\$178,906	\$109,228	\$57,600	\$12,078
Major-High	83	\$397,886	\$285,472	\$86,900	\$25,513
Severe	55	\$330,287	\$255,170	\$54,300	\$20,817
Total	502	\$1,070,521	\$766,925	\$216,000	\$87,596

Source: FEMA IA, July 2016 & SBA, August 2016

Of the 502 rental properties damaged by the storm, 273 (54.3%) were listed as apartments, and 219 (43.6%) as a House/Duplex. The remaining 2% of units vary by type. FEMA Personal Property Damages (PP FVL) of these renters totaled \$1,070,521. Although FEMA real property damage assessments are not available for rental properties, the methodology detailed above estimates damages at \$36,954,610. Renters also incurred approximately \$87,596 in unpaid personal property losses.

Again, it is important to note that data currently available for rental properties is extremely limited. Filling these gaps is a significant challenge because area housing agencies do not track the number of affordable rental units available at a given time. It is helpful, however, to consider Columbia's Section 8 Housing Choice Voucher Program in substantiating the increased need for affordable housing. During a 27-hour period this July, the Columbia Housing Authority (CHA) received 15,241 applications to be placed on the waiting list for its rental-assistance program. Of those applications, only 3,000 were chosen through a lottery system to be placed on the waiting list for one of the authority's 4,000 rental assistance vouchers when they become available.

The payment amount for Section 8 Vouchers, which assist low income residents in securing affordable housing, is based on 98% - 110% of Fair Market Rents (FMR) for the area, which are on the rise in Columbia. In 2017, the CHA increased its payment standard to 110% FMR because participants were unable to locate housing at 100% FMR. Section 8 vouchers expire after 120 days and recipients who cannot find accommodations within that time must reapply.

It is believed two circumstances contributed to this situation. First, adding approximately 4,000 student housing units downtown has affected the cost of monthly rental housing across the city. In 2014 and 2015, the City began offering 10-year, 50 percent tax breaks to private developers building student complexes. Just two years ago, about 1,250 people lived downtown. Now it's close to 7,000 people, mostly University of South Carolina (USC) students. Second, the 2015 Flood damaged more than 2000 homes, requiring many affluent homeowners to move to rental units while their properties were repaired, thus further decreasing the number of units available and allowing landlords to charge higher rates. College students are willing to pay more to live close to campus despite cheaper housing a few miles away. Privately-owned apartment communities that might otherwise have accepted Section 8 Vouchers, now cater to USC students and their parents.

After speaking with the CHA, the SC State Housing Finance Authority, and the Affordable Housing Coalition, the Columbia Disaster Recovery team canvassed a few multifamily apartment complexes known to be damaged by the storm to help determine the number of units lost and the number and location of residents displaced. Several apartment complexes on Beltline Blvd. and along Blossom Street, where flood waters reached 3-4 feet, sustained major damage. At Hampton Park, an affordable housing complex with 80 units, 48 units were damaged; two buildings or 24 units have not yet been repaired. The Shandon Crossing complex lost 36 units and the rental office. Another 72 second floor units were temporarily evacuated. All units have been repaired and 15 tenants who wanted to return to the property have been rehoused. The City is working with the property management staff to gather contact information for tenants who chose not return to the building. Property owners were forced to use private funds to make repairs because their insurance providers refused coverage.

Many applicants to the Small Rental Repair Program had private insurance or secured commercial loans to make needed repairs after the storm. While some of these applicants have remaining repairs, many suffered a loss of rental income for several months and some are experiencing a financial hardship as a result.

Total estimated damage for housing, as shown in Table 15, is \$103,654,845 calculated as follows:

Owner Occupied Damage/Unmet Need	\$66,612,639
Renter Occupied Damage/Unmet Need	\$36,954,610
Renter Personal Property Unmet Need	\$87,596
	<u>\$103,654,845</u>

Based on the best available data, it is estimated that a minimum of 3,219 housing units were damaged during the October 2015 flood. This number includes 2,717 owner-occupied structures and 502 renter occupied units. Ninety-nine percent (99%) of the owner-occupied homes that sustained damage were categorized as a single-family House/Duplex. The remaining 1% were classified as Condos, Mobile Home and "Other." Of the owner-occupied homes, 192 were classified by FEMA as having "Major" or "Severe" damages resulting in \$9,768,666 in total damages.

According to Laura Nicholson, Development Director, South Carolina State Housing Finance Authority, there are 84 low income apartment complexes containing 7,847 affordable rentals in Columbia. Approximately 5,067 apartments set rent based on income. There are also 2,466 Project-Based Section 8 subsidized apartments in Columbia.

5.2.2 FEMA Damage Assessment

FEMA's Individual Assistance Program (IA) provides important data that helps understand the locations and extent of damages in the City. One of the primary federal sources of recovery assistance, the IA provides damage assessments known as Full Verified Loss (FVL) estimates for eligible households. As of July 2016, 3,219 households had registered for FEMA IA assistance

with damages totaling \$9,768,666 in real property verified losses and \$1,986,717.05 in personal property verified losses for a total of \$11,755,383.

While a useful component of the unmet needs analysis, these figures are limited to costs to *repair the home to a safe and sanitary living or functioning condition*. These estimates also do not include residents who did not register for FEMA or those who were denied a damage assessment.

5.2.3 NFIP Claims

The National Flood Insurance Program (NFIP) provides additional information regarding locations and extent of damages. As of August 2016, a total of \$13,541,451 had been provided to City of Columbia residents. Due to the concentration of households above 80% AMI with the most severe damages in the floodplain, the City expects that the majority of funding was provided to non-LMI households who could afford to pay NFIP premiums. While the City lacks address level information, it is assumed that the majority of LMI households located in the floodplain did not have flood insurance and had minimal participation in the housing programs. A Duplication of Benefit Analysis, in accordance with existing City of Columbia procedures, will be performed during the applicant intake process to verify the receipt of any NFIP assistance.

5.2.4 Small Business Administration (SBA) Loans

As previously discussed, SBA loans are another key source of information to estimate unmet needs. Unlike FEMA damage inspections, SBA damage assessments and loans represent the full damage to the home and the amount necessary to fully repair it to pre-storm conditions. For this reason, SBA data are typically used to calculate an average rebuild cost. As of August 2016, SBA had provided \$35,528,500 in low interest loans for 1,220 households in the City of Columbia indicating only 45% of owner occupied households applied FEMA IA assistance. This amount is lower than the SBA verified loss amount of \$53,607,426 because these numbers include “contents” and “mitigation” amounts. Due to the concentration of severely damaged households above 80% AMI in the floodplain, the City believes the majority of funding was provided to non-LMI households who could qualify for a loan. Table 20 below represents all FEMA IA households who received SBA loans regardless of the level of damage that was sustained to their home.

Table 20: SBA Loan Approval Rates for LMI and Non-LMI Households

Damage	LMI Households			Non-LMI Households		
	Quantity	Value	Avg. Value	Quantity	Value	Avg. Value
FEMA Repair / Replace	564	\$2,127,536	\$3,772	832	\$3,565,684	\$4,286
SBA Loan	109	\$4,682,400	\$42,958	341	\$13,852,300	\$40,623

Source: FEMA IA, July 2016 & SBA, August 2016

While the amounts of the SBA loans do not vary greatly between the two populations, the percentage of LMI income households that have received an SBA loan is only 19.3% compared to 40.9% of Non-LMI households who have received loans. Therefore, Non-LMI households are twice as likely than LMI households to qualify for and receive SBA assistance.

5.2.5 Special Flood Hazards Area Damage Assessment

An additional source of information for estimating damages is FEMA's assessment of IA applicants located in the Special Flood Hazards Area (SFHA). Of the 6,558 applicants who applied for IA assistance, 833 of homes damaged by the flood are within the floodplain. Of this number, 114 homes are identified with "Severe" damage (i.e. greater than \$28,800 of real property damage, or determined destroyed, and/or six feet or more of flooding on the first floor). The City estimates \$5,000,000 in FEMA Real Property (RP FVL) damages and an estimated cost to rebuild of approximately \$16 million (using the SBA multiplier).

5.2.6 Impacts on Low and Moderate Income Households

HUD requires that a minimum, of 70% of the total CDBG-DR allocation benefit LMI households. LMI limits are determined by HUD annually, based on the Area Median Income of the jurisdiction and are categorized by the number of persons in the family. LMI households are those who earn less than 80% of the community's Area Median Income. For fiscal year 2016 the Columbia MSA the median income defined by HUD is \$64,100. For a family of four, this corresponds to an Extremely Low Income limit of \$24,300, a Very Low Income limit of 32,050, and a Moderate Income limit of \$51,300. Table 21 illustrates HUD-defined income limits for determining qualified LMI households. It is important to note that these income limits are updated annually and are subject to change.

Table 21: Low to Moderate Income

FY 2017 Income Category	Number of Persons							
	1	2	3	4	5	6	7	8
Extremely Low	\$14,100	\$16,240	\$20,420	\$24,600	\$28,780	\$32,960	\$37,140	\$41,320
Very Low	\$23,450	\$26,800	\$30,150	\$33,500	\$36,200	\$38,900	\$41,550	\$44,250
Low	\$37,550	\$42,900	\$48,250	\$53,600	\$57,900	\$62,200	\$66,500	\$70,800

Source: HUD 2017 Income Limits

Following a major disaster, households who qualify as either low or moderate income are likely to have increased difficulty securing financing for necessary repairs, replacing damaged personal property, finding suitable rental housing, or paying for temporary housing or relocation expenses. For that reason, the City of Columbia has identified the most heavily damaged areas ("Major" and "Severe" Damages) with concentrations of Low and Moderate income households to prioritize assistance for those with greatest need.

Of the 3,219 applicants who applied for FEMA assistance, 1,725 (53.6%) self-reported their income as low-to-moderate. Of this number, 1,274 were owner occupants and 451 were renter occupied households. In the five communities experiencing the "Major" or "Severe" damages (Lake Katherine, Central Gills Creek, Lower Gills Creek, Wildcat Creek, and Penn Branch) 165 households reported themselves as low to moderate income. This is 45.6% of the most severely impacted households. Table 22 indicates the number of LMI households with the highest concentration of "Major" and "Severe" damage by area.

Table 22: Major or Severe Damage – LMI Affected Owner & Renter Households

Damage	LMI Owners	LMI Renters	Owner Percentage	Renter Percentage
Lake Katherine	25	0	100.0%	0.0%
Central Gills Creek	11	10	81.4%	18.6%
Wildcat Creek	8	8	74.4%	25.6%
Lower Gills Creek	6	78	21.0%	79.0%
Penn Branch	7	12	57.5%	42.5%
Total	57	108	63.0%	37.0%

Source: FEMA IA, July 2016 & SBA, August 2016

5.2.7 Housing Types Impacted

As shown in Table 23, the majority of flood related damages were owner occupied single family homes or duplexes, which sustained \$9,698,451 in real property damages and \$887,229 in personal property damages totaling \$10,585,680 in losses according to FEMA IHA data. Condo damages, both real and personal property, totaled \$95,234. Mobile home and a unit classified as “Other” damages totaled less than \$5,000.

Damages to rental properties are assessed in terms of personal property losses to tenants. As can be seen in Table 24, the majority of personal property losses were reported for apartment units with \$710,122 in damages. Single family homes or duplexes used as rental units reported the second highest personal property losses with \$352,177.79 in damages. A total of \$1,070,521 in personal property losses were reported for renter occupied households.

Table 23: Owner Occupied Damages

Structure Type	Properties	Real Property Damage	Personal Property Damage	Total Property Damage
Apartment	0	\$0	\$0	\$0
Assisted Living Facility	0	\$0	\$0	\$0
Boat	0	\$0	\$0	\$0
College Dorm	0	\$0	\$0	\$0
Condo	22	\$66,834	\$28,401	\$95,234
House/Duplex	2,691	\$9,698,451	\$887,229	\$10,585,681
Military Housing	0	\$0	\$0	\$0
Mobile Home	3	\$1,923	\$290	\$2,213
Other	1	\$1,458	\$276	\$1,734
Townhouse	0	\$0	\$0	\$0
Total	2,717	\$9,768,666	\$916,196	\$10,684,862

Source: FEMA IA

Table 24: Renter Occupied Damages

Structure Type	Properties	Real Property Damage	Personal Property Damage	Total Property Damage
Apartment	273	\$0	\$710,122	\$710,122
Assisted Living Facility	1	\$0	\$1,429	\$1,429
Boat	0	\$0	\$0	\$0
College Dorm	1	\$0	\$500	\$500
Condo	5	\$0	\$3,723	\$3,723
House/Duplex	219	\$0	\$352,178	\$352,178
Military Housing	1	\$0	\$145	\$145
Mobile Home	1	\$0	\$402	\$402
Other	1	\$0	\$2,021	\$2,021
Townhouse	0	\$0	\$0	\$0
Total	502	\$0	\$1,070,521	\$1,070,521

Source: FEMA IA

5.2.8 Owner vs. Renter

FEMA registrations provide insight into the proportions of each occupancy type affected by the October 2015 flooding. Of the 3,219 homes with FEMA verified damages, 2,717 (84.4%) were owner occupied and 502 (15.6%) were renter occupied. According to these figures, the vast majority of damaged homes are owner occupied. However, as discussed previously, these figures account only for homes registered for FEMA assistance, and do not accurately represent the full universe of damaged homes. Table 25 further breaks down these numbers by the areas most affected by the flooding.

Table 25: Major or Severe Damage – LMI Affected Owner & Renter Households

Location	Owner Households			Renter Households			Total Households		
	LMI	Total	LMI %	LMI	Total	LMI %	LMI	Total	LMI %
Lake Katherine	25	94	26.6%	0	0	0.0%	25	94	26.6%
Central Gills Creek	11	57	19.3%	10	13	76.9%	21	70	30.0%
Wildcat Creek	8	29	27.6%	8	10	80.0%	16	39	41.0%
Lower Gills Creek	6	25	24.0%	78	94	83.0%	84	119	70.6%
Penn Branch	7	23	30.4%	12	17	70.6%	19	40	47.5%
Total	57	228	25.0%	108	134	80.6%	165	361	45.6%

Source: FEMA IA, July 2016 & SBA, August 2016

Table 25 indicates that 361 out of 362 households are located in areas that sustained “Major” and “Severe” damages. Of this number, 228 (63%) are owner occupied households and 134 (37%)

are renter occupied households. According to FEMA damage assessments, owners sustained \$7 million in damages. Using the SBA data, which more closely reflects actual damages the total damages to owner occupied units is estimated to total more than \$11 million.

The City's renter-occupied units comprise approximately 54% of housing inventory. However, only 37% of renter-occupied units reported damages. It is possible that damaged renter-occupied units are under reported.

According to the City of Columbia 2015-2019 CDBG Consolidated Plan, the need for additional affordable rental housing existed prior to the storm and flood events of 2015. When combined with this pre-existing shortage of affordable rental housing, damages to the City rental stock places enormous strain on low and moderate income residents looking for safe, reasonably priced rental housing.

5.3 Infrastructure

In order to assess unmet infrastructure needs for CDBG-DR funding, the City developed damage assessments and engineering estimates after the 2015 Flood to participate in FEMA's Public Assistance (PA) program. The following table illustrates how those damages were documented and categorized. It should be noted that work on the Columbia Canal is now categorized as damage to a Public Utility (Category F), rather than Category D, Water Control Facilities.

Table 26: FEMA PA Categories

Category	Definition	Total Damages	25% Cost Share
A	<i>Debris Removal</i>	\$585,109	\$146,277
B	<i>Emergency Protective Measures</i>	\$8,263,554	\$2,065,888
C	<i>Road Systems and Bridges</i>	\$1,306,878	\$326,719
D	<i>Water Control Facilities</i>	\$0	\$0
E	<i>Public Buildings and Contents</i>	\$288,151	\$72,038
F	<i>Public Utilities</i>	\$178,797,049	\$42,500,000
G	<i>Parks, Recreational and Other Items</i>	\$154,110	\$38,528
Total		\$189,394,851	\$47,348,712

Source: City of Columbia, November 2016

The damages shown on Table 26, except for repairs to the Columbia Canal, have not changed significantly in the last year. The City expects FEMA to fully reimburse the \$19,394,851 for non-Canal repairs. The City revised its damage estimates for the Canal after a recent technical assessment indicated more extensive flood related damages. On June 12, Columbia submitted its request for \$170 million for repairs to the Columbia Canal, including \$15 million in mitigation activities and repairs to the Head Gates, spillway, canal dikes, and hydro plant. FEMA plans to obligate \$11.7 million for the entire project, indicating it will not pay for Head Gate repairs, damage to any submerged surfaces, or Federal Energy Regulatory Commission (FERC) codes and standards.

FEMA's Disaster Relief Fund is running low due to recent disasters like Hurricanes Harvey, Irma, and Maria. Given these restraints, the City is considering options for emergency repair of at least two of the canal head gates to improve capacity at the Waste Water Treatment Plant. This Action Plan Amendment proposes the use of approximately \$4 million in CDBG Disaster Recovery funds for design and repair of these two gates.

Based on the categories in Table 26, the city identified its highest level of need in *Category F, Public Utilities*, due to the breach of the Columbia Canal. This breach resulted in a 60-foot section of the canal washing away which caused the water level of the canal to drop below the level necessary for the city to pump water into its water treatment facility through normal operations.

Category F also reflects \$8.79 million in repairs to the city's wastewater system to address damages to sewer lift stations and sewer lines and \$1.5 million to repair the city's hydroelectric plant, which is not a priority as no water can reach the station until the Columbia Canal breaches are repaired.

The third highest infrastructure need, Category B *Emergency Protective Measures*, includes the building of a coffer dam as well as bypass pumps and pipes to serve as an access to an alternate water supply for the Water Treatment Facility. These infrastructure improvements are estimated at more than \$8.26 million.

The fourth ranked infrastructure need, an estimated \$1.5 million in repairs for roads and Lost Creek Bridge (Category C), \$0.5 million for debris removal (Category A), and \$0.3 million for the restoration of 10 city parks (Category G) have been identified for FEMA PA funding.

In addition to the categories listed above Category E *Public Buildings and Contents*, is an estimated \$288,151 million in repairs of city buildings, the hydroelectric plant and the wastewater system. This amount is expected to assist with repairs for several buildings that had water damage with the largest building loss being the fire station that was completely submerged by water. Funding is also needed to repair or replace fire and police equipment that was lost or damaged in the flood waters.

As shown in Table 26, the estimated total amount of infrastructure repairs for the City of Columbia is \$189,394,851. Of this amount, the city is responsible for a 25% cost share of \$47,348,712. The South Carolina State Legislature has ratified the General Appropriations Bill for Fiscal Year 2016-2017 (H. 5001). Pursuant to §118.16(B)(3) of this bill, the South Carolina Emergency Management Division (SCEMD) will be authorized to make payments of the non-Federal share of Public Assistance Project Worksheets awarded under FEMA-4241-DR-SC (Severe Storms and Flooding) up to 25% match threshold. The City of Columbia, along with Richland and Lexington Counties, will share in this fund.

When funds are available, projected to be in October 2016, SCEMD will begin processing payments for the non-Federal share of approved and obligated projects. For small projects (less than \$121,800), SCEMD will pay the approved non-Federal share of the eligible project amount. For large projects (\$121,800 and above), SCEMD has confirmed as of October 2017 that it will pay the non-Federal share of up to 25% of approved, eligible project expenditures.

Although a portion of the cost share for FEMA PA projects will be paid by state funds, the City of Columbia fully recognizes that there are unmet needs beyond the cost share requirement that will not be covered due to the state's limited appropriation of FEMA PA funding. Unfortunately, the amount and types of projects to be funded by the state's FEMA allocation is not known as of September 2016. In the event

that CDBG-DR funds are necessary to complete these types of activities, the City will submit a substantial Action Plan Amendment for HUD's review and approval.

5.4 Unmet Economic Development Needs

The extensive rainfall and flooding of early October 2015 severely damaged Columbia businesses. Many experienced damages to their facilities, stock, and equipment and some businesses were totally destroyed. Even businesses that did not have physical damage from the storms were closed for an extended period causing significant losses in revenue. These damages are outlined in *Action Plan Section 4 Economic Development Losses*.

As of December 2016, the Small Business Administration had approved more than 200 disaster assistance loans for businesses totaling more than \$24.5 million which is an increase from 165 loans approved at the time of the initial unmet needs assessment. As a result, the City of Columbia Office of Business Opportunities (OBO) offered low-interest loans of up to \$10,000 to assist small businesses impacted by the fund. OBO approved 9 loans for a total of \$85,000 in 2016 out of a total of \$100,000 available to lend. However, there are unmet needs that require additional assistance. Many businesses have not qualified for financing through FEMA, SBA, OBO or other lenders and are still feeling the effects of lost revenue from the impact of the flood. In order to address these needs, the proposed Small Business Recovery (SBR) Program is expected to provide sustainability to local small businesses and job retention and economic revitalization to commercial corridors effected by the storms and resulting flood.

5.5 Columbia Housing Authority Unmet Need Assessment

As stated in Action Plan Section 5, the Columbia Housing Authority (CHA) was extensively consulted on the development of the Action Plan. Based upon CHA assessment, no additional funding is necessary for the recovery of CHA properties as insurance proceeds covered the damages. This has been confirmed by the Columbia Housing Authority.

5.6 Transitional Housing, Emergency Sheltering, and Homelessness

As stated in Action Plan Section 5, there were no disaster impacts to Transitional Housing, Emergency Sheltering, and Homeless Facilities including McKinney-Vento funded shelters; there is no unmet need related to public service activities. This has been confirmed by the United Way.

6.0 Program Descriptions

Columbia Homeowner Assistance Program (CHAP)

Program Eligible Activity: Rehabilitation - Housing, 24 CFR 570.202, 24 CFR 570.201 (d), 24 CFR 570.605

National Objective: Low- and Moderate-Income Benefit

Activity Allocation: \$2,980,000

Overview and Delivery

The Columbia Homeowner Assistance Program (CHAP), administered by the City's Community Development Department, will provide up to \$150,000 for rehabilitation, repair, or reconstruction of owner-occupied households with ~~Major and Severe~~ damages directly related to the October 2015 disaster and with unmet needs exceeding \$25,000. The program will also provide assistance to meet elevation requirements where required. Only LMI households will be assisted.

In order to leverage limited CDBG-DR funding, homeowners eligible to participate in FEMA's Increased Cost of Compliance (ICC) program, must apply for this funding if elevation of the rehabilitated structure is necessary. Assistance for reconstruction of substantially damaged, owner-occupied dwellings will also be provided; ~~the International Residential Code and Green Building certification requirements will be applied to all reconstruction activities.~~ In all cases, sufficient federal and non-federal resources must be available to complete rehabilitation and reconstruction projects to HUD and CDBG Disaster Recovery Housing Standards. ~~city building code requirements.~~

Funding for this program will be capped at \$150,000, ~~not including relocation assistance~~; for work that addresses ~~decent, safe, and sanitary conditions as defined by the DR Housing Standards and~~ compliance with City building codes and floodplain ordinances ~~when appropriate~~; ~~the costs of~~ environmental remediation and implementing Green Building Standards; the costs of initial homeowner hazard insurance premiums and coverage of flood insurance premiums (for properties covered by the Flood Disaster Protection Act of 1973 as amended, pursuant to §570.605) for one year.

Connection to Disaster and Updated Needs Assessment

CHAP was developed to address 76 low to moderate income single family households identified by FEMA as sustaining *Major* or *Severe* damages as a result of the flood. While elderly, disabled, and female headed households with children will be prioritized for participation in the program, all LMI households will be given the opportunity to receive assistance.

In May 2017, Disaster Recovery staff mailed letters to 259 households on FEMA's major and severe damage lists inviting them to participate in one of two public information sessions and schedule an appointment with a Case Manager. To date Case Managers have processed 25 applicants, 15 are eligible and ready for damage assessment and environmental review.

The CDBG Disaster Recovery team hosted eight additional outreach sessions from July 10 – August 2; total attendance was 135. The City's Public Relations Department (PRD) issued press releases to approximately 70 local media organizations and interviews were conducted by several television and radio stations. Photos taken at one of the initial public information sessions was posted on YouTube. A second press release was issued July 10 announcing the final eight public information sessions. PRD issued a press release and outreach flyer on August 2 announcing the final public information session.

Program information was posted on the Disaster Recovery website, the City Talk July 14; WISTV posted a notice on its website July 18; ABC Columbia posted notices on its website July 10 and July 30; and the Director of Community Development and the Disaster Recovery Manager appeared on WIS TV August 1 to discuss the Disaster Recovery program.

The provision of safe, disaster resistant housing for residents impacted by the October 2015 flood is critical to the Columbia's long-term recovery strategy. While single family owner-occupied or rental dwellings suffered the greatest damage from the declared disaster, it is our belief, based on continuing community outreach and information exchange with Richland and Lexington Counties and the United Way of the Midlands, that many of the homeowners identified in the Action Plan have either completed repairs on their own or do not meet the low to moderate income requirements. The program will serve those that have met eligibility requirements and will remain open to applicants until **all funds have been expended or reallocated the end of 2017**. After some initial damage assessments, we believe some of the applicants to our Minor Repair Program will have more than \$25,000 in damages and will be moved to CHAP. The City is proposing that the initial allocation to this program be reduced to fund other recovery initiatives.

Home repairs and improvements funded through this program will minimize the impact of future storms and floods. By addressing the most critical unmet housing needs and encouraging high-quality, disaster resistant construction, the City improves the long-term safety and stability of its community. These home repairs also help stabilize damaged neighborhoods, retain consumers for local businesses, preserve the local tax base, and encourage new investment.

Eligible Applicants

Eligibility requirements for participants in this program are:

- Damaged residential dwelling must be located within Columbia City Limits.
- Applicants must have owned and occupied the damaged property as their primary residence as of and prior to the date of the storm event (October 2015).
- ~~Applicants must have sustained Major or Severe damages.~~
- Damaged residence must be a single-unit structure, duplex, townhome, or condominium.
- Application for and receipt of ICC funding for elevation, if required.
- Sufficient gap financing if required.

Ineligible Applicants

Ineligibility criteria for this program are:

- Homes located outside of Columbia city limits.
- Secondary homes or rental properties.
- Residential structures with more than two units or rental properties.
- Applicants without flood insurance who have received prior federal assistance requiring the maintenance of flood insurance in perpetuity.
- Gap financing unavailable to complete rehabilitation, reconstruction, and/or elevation projects in accordance with city building code and floodplain requirements.
- ~~Applicants with less than Maj or Severe damages.~~
- Ineligible structure type.

Prioritization of Applicants

One of the City's most important goals is to assist LMI owner-occupied households who experienced the most severe damage. Among those, priority will be given to applicants who are elderly, disabled, and female head of households with children.

Use of Funds

CDBG-DR funds will be provided in the form of a direct grant agreement between the City and the applicant and through a construction agreement between the applicant and the selected contractor. The grant agreement will include obligations to: 1) authorize payments directly to the contractor responsible for executing rehabilitation, elevation and/or reconstruction work; 2) ~~repay the City should additional federal assistance become available for physical repairs completed by the CDBG Disaster Recovery team after calculation of the grant amount;~~ 3) own and occupy the damaged dwelling as a primary residence for a period of ~~five (5) years~~ ~~one (1) year~~ after the completion of repairs; and 4) maintain flood insurance in perpetuity if located within a floodplain. Execution of a program covenant memorializing the flood insurance requirement ~~and a subrogation agreement are will also be~~ required.

Monitoring

Monitoring of program compliance will be performed by the City's Community Development ~~Department compliance staff and the internal auditor~~ in accordance with the CHAP executed grant agreements and covenants ~~requirements, the Disaster Recovery QA/QC Plan, program policies and procedures,~~ and the City of Columbia CDBG-DR Monitoring Plan.

Start and End Date

January 2018 – March 2020 (See Exhibit C for Detailed Expenditure and Performance Projections as stipulated in Federal Register Notice and on the HUD website).

Columbia Buyout Program (CBP) (This program ~~will be~~ is closed.)

Program Eligible Activity: Acquisition and Disposition, 24 CFR 570.207, 24 CFR 570.504

National Objective: Low to Moderate Income - Housing Benefit, Urgent Need, Elimination of Slums and Blight

Activity Allocation: \$0

Overview and Delivery

On November 9, 2017, the date Action Plan Amendment #1 was submitted to HUD, the City received a notice of award for the two HMGP applications. In the interest of leveraging all potential funding sources, the City is requesting that \$2 million in CDBG funding currently allocated to the Buyout Program be transferred to the newly proposed FEMA HMGP Match program. ~~If approved, and~~ the CDBG Columbia Buyout Program will be closed to applicants. Property owners ~~will be~~ have been notified of the change in program; however, the acquisition process is essentially the same for both programs and should be a seamless transfer. ~~The program will be closed to applicants.~~

Columbia Small Rental Repair Program (SRRP)

Program Eligible Activity: Rehabilitation – Housing, 24 CFR 570.202, 24 CFR 507.201

National Objective: Low- and Moderate-Income Benefit,

Activity Allocation: \$3,000,000

Overview and Delivery

The Small Rental Repair Program (SRRP), administered by the City's Community Development Department provides funding for the repair of storm damaged rental properties. ~~FEMA registration for property owners is not required, but only those who can provide documentation of storm damage will be eligible for assistance. located outside of the floodplain.~~ The primary goal of SRRP is to assist property owners who agree to rent to LMI individuals and families at affordable rates in repairing and reconstructing storm damaged rental units. This program will assist displaced rental households – including those not FEMA registered ~~but who can provide evidence of storm damage~~ - in identifying affordable housing opportunities per the CDBG Disaster Recovery Uniform Relocation Act (URA) Policies and Procedures. Funding for this program will be capped at \$100,000 per-structure, not including ~~relocation assistance~~; for work that addresses ~~decent, safe, and sanitary conditions as defined by the DR Housing Standards~~; compliance with City building codes and floodplain ordinances ~~when appropriate~~; and the costs of environmental remediation and implementing Green Building improvements standards. Gap financing is also required.

As part of the eligibility requirements for CDBG-DR assistance, rental property owners must agree to rent to Low-to-Moderate Income (LMI) individuals and families at affordable rates and make rehabilitated rental units available first to existing or displaced LMI households. Rental property owners must sign a grant agreement requiring that all rehabilitated units remain affordable for a period of two (2) years. For the purpose of the SRRP, small rental properties are those with one to four rental units, including single family, duplex, triplex, and quadraplex buildings on one tax parcel. The rent for an affordable rental unit will be based on 50-80% of the local Fair Market Rate for its size. Rental complexes with four units designated as a *substantially rehabilitated building* will be provided with broadband infrastructure. Tenants temporarily displaced by rehabilitation activities will be eligible for relocation assistance as described in the Disaster Recovery URA Policies and Procedures.

Connection to Disaster and Unmet Needs

The provision of safe, disaster resistant housing for residents impacted by the October 2015 flood is critical to the City of Columbia's long-term recovery strategy. Based on applicant input and remaining housing needs cited in this Action Plan Amendment, the City has determined that single family rental properties suffered extensive damage from the declared disaster.

Initially, the City received only a few applications for this program, perhaps because many property owners used insurance proceeds to complete necessary repairs or because rental owners were not permitted to register those units with FEMA if they registered damages to their residences. Consequently, a new outreach strategy was initiated to contact all property owners with rental units in the City of Columbia using information from the SBA's database of storm damaged commercial properties and a list of landowners registered with the Code Enforcement Department. In early September approximately 1850 letters were mailed to property owners soliciting interest in the program. Currently, we are processing 61 46 applications from rental property owners that will serve LMI households for two (2) years. Registration with FEMA is no longer required.

Home repairs and improvements funded through this program will minimize the impact of future storms and floods. By addressing the most critical unmet housing needs and encouraging high-quality, disaster resistant construction, the City improves the long-term safety and stability of its community. These home repairs also help stabilize damaged neighborhoods, retain consumers for local businesses, preserve the local tax base, and encourage new investment.

Eligible Applicants

Eligibility requirements for participants in this program are:

- Rental property must be located within Columbia City Limits.
- Applicants must have owned the damaged rental property as of and prior to the date of the storm event (October 2015).
- Damaged rental structure should have no more than 4 units.
- Sufficient gap financing if required.

Ineligible Applicants

Ineligibility criteria for this program are:

- Rental units located outside of Columbia city limits.
- Applicants without flood insurance who have received prior federal assistance requiring the maintenance of flood insurance in perpetuity.
- Gap financing unavailable to complete rehabilitation, reconstruction, and/or elevation projects, if necessary.
- Ineligible structure type.

Prioritization of Applicants

Tenants displaced from storm damaged rental units will be given first right of return with elderly, disabled, or female head of households with children prioritized for placement in restored units. The City projects 50 households will be assisted.

Use of Funds

Rehabilitation funds will be made available to property owners who agree to: 1) rent rehabilitated properties to tenants whose incomes are at or below 80% AMI, and 2) maintain affordable rent levels for two years and 3) maintain flood insurance in perpetuity, if located in a floodplain. Funds will be provided in the form of a direct, forgivable deferred loan agreement between the City and the property owner and through a construction agreement between the applicant and the selected contractor. Within 30 days of occupancy or re-occupancy of the rehabilitated rental unit, the property owner must provide the City with a copy of the executed lease as well as tenant income and demographic information. This information will be submitted annually as leases are renewed in order to monitor the program's affordability requirements.

The City also recognizes that many rental property owners did not wait for federal assistance to complete necessary repairs, many receiving insurance proceeds, securing loans, or using savings to pay for construction costs. To address this need the City may reimburse applicants who used *personal funds* to repair damage to ~~their homes~~ resulting from the storm if they can demonstrate a financial hardship, and the program determines the costs associated with these repairs are both reasonable and necessary. Reimbursements are limited to costs incurred ~~by homeowners~~ for ~~storm-related~~ repairs ~~completed satisfactorily by a licensed contractor~~ prior to program application. and within one year of the 2015 Flood. The minimum amount of reimbursement is \$5,000 with a \$10,000 maximum allowable. ~~Applicants for reimbursement may include~~

~~households already deemed eligible.~~ Detailed receipts will be necessary and a **duplication of benefits review will apply to reimbursement costs.**

Monitoring

Monitoring of program compliance will be performed by the City's Community Development **compliance staff and Internal Auditor Department** in accordance with the SRRP executed grant agreements, covenant and **subrogation** requirements, **the Disaster Recovery QA/QC Plan**, and the City of Columbia CDBG-DR Monitoring Plan.

Start and End Date

April 2018 – December 2020 (See Exhibit C for Detailed Expenditure and Performance Projections).

City of Columbia Elevation Reimbursement Program (ERP)

Eligible Activity: Rehabilitation – Housing, 24 CFR 570.202, 24 CFR 570.201

National Objective: Low- and Moderate-Income Benefit, Urgent Need

Activity Allocation: \$120,000

Closed to Applications

Overview and Delivery

Given constrained recovery resources and identified housing needs, the City is providing limited elevation reimbursement to owner-occupied households who initiated their recovery prior to the one-year anniversary of the flood. The city recognizes that owners of severely damaged homes have incurred significant repair and reconstruction costs due to newly adopted elevation requirements and is committed to offsetting increased recovery costs for homeowners required to rebuild more resilient homes to prevent future losses. Regardless of income, eligible owner-occupants who have initiated elevation of their damaged structure in accordance with City of Columbia floodplain requirements will be provided up to \$20,000 in CDBG-DR funding. It is envisioned that this funding coupled with \$30,000 in ICC funding will relieve some of the recovery burdens for households in the most impacted areas of the city.

Connection to Disaster and Unmet Needs

The most severe damages from the October 2015 Flood occurred in Special Flood Hazard Areas that are required by Ordinance No. 2015-046 to meet minimum FEMA standards for floodplain management. By elevating structures with the lowest floor two feet above the Base Flood Elevation, the City seeks to protect human life and health while minimizing public expenditures for costly flood control projects, the need for rescue and relief efforts, prolonged business interruptions; and damage to public facilities and utilities located in floodplains.

As described in the Housing Damage Assessment of this Action Plan, the most severely damaged households are concentrated in Special Hazard Flood Areas along Columbia's waterways. By encouraging home elevation, the City is mitigating the impact of future disasters. Of the 6,558 households that received a FEMA damage assessment, 261 sustained "Severe" and "Major" damages.

The City has received nine applications for elevation reimbursement; six are preliminarily eligible; three are ineligible because the properties are located in the floodway, which are forbidden from receiving

federal funds. The current allocation of almost \$3.49 million for elevation reimbursement will be reduced to \$120,000 to cover reimbursements to the six existing eligible homeowners.

Eligible Applicants

Eligibility requirements for participants in this program are as follows:

- Damaged residence must be located in a floodplain within the Columbia City Limits.
- Applicants must have owned and occupied the damaged property as their primary residence as of and prior to the date of the storm event (October 2015).
- Applicants must have registered with FEMA and had their primary residence designated as sustaining Major or Severe damages.
- Damaged residence must be a single-unit structure.
- Applicants must have applied for FEMA Increased Cost of Compliance (ICC) funding, **if applicable (only if homeowner was required to have flood insurance at the time of the storm)**, for elevation of their damaged structure.
- Elevation projects started after the one-year anniversary of the flood must receive Tier II environmental clearance **prior** to initiating elevation work.
- Elevation of the home is required by the City's floodplain ordinance and must be at least 50% complete prior to the issuance of reimbursement.

Ineligible Applicants

Ineligibility criteria for this program is as follows:

- Homes located within a floodway.
- Homes located outside a floodplain or Columbia city limits.
- Secondary homes or rental properties.
- Residential structures with more than one unit.
- Applicants without flood insurance who have received prior federal assistance requiring the maintenance of flood insurance in perpetuity.
- Applicants who are not classified by FEMA with Severe damages or required to elevate by the City's floodplain ordinance.
- Ineligible structure type.

Prioritization of Applicants

Applications for assistance from LMI, elderly, disabled, and female headed households with children will be prioritized for assistance.

Use of Funds

Delivery of funds will be provided in the form of a direct grant agreement between the city and the applicant. The grant agreement will include obligations for: 1) ownership and occupancy of the primary residence home for not less than one (1) year after reimbursement, **2) repayment of funds should additional federal assistance become available for repairs reimbursed by the CDBG Disaster Recovery team after calculation of the grant amount;** and 3) maintenance of flood insurance in perpetuity on the damaged home, which will be memorialized by execution of a program covenant.

Monitoring

Monitoring of program compliance will be performed by the City's Community Development **compliance staff and the Internal Auditor Department** in accordance with the ERP executed grant agreements,

covenant and **subrogation** requirements, **program policies and procedures**, the **Disaster Recovery QA/QC Plan**, and the City of Columbia CDBG-DR Monitoring Plan.

Start and End Date - January 2018 – December 2018 (See Exhibit C for Detailed Expenditure and Performance Projections).

City of Columbia Minor Repair Program (MRP)

Eligible Activity: Rehabilitation – Housing, 24 CFR 570.202, 24 CFR 507.201

National Objective: Low- and Moderate-Income Benefit, Urgent Need

Activity Allocation: ~~\$5,952,750~~ \$4,952,750 in CDBG-DR funds, ~~\$1,000,000 -CDBG-Entitlement Program Income Funds)~~

Overview and Delivery

The Minor Repair Program (MRP), administered by the City's Community Development Department, assists **primarily** low-to-moderate income (**LMI**) owner-occupied households that sustained ~~Minor~~ damages as a result of the 2015 storm and who have remaining repair needs not covered by the FEMA Individual Assistance Program or Small Business Administration. Funding up to \$25,000 will repair rain/flood damages **and may** include work related to environmental remediation, Green Building improvements, and repairs ~~necessary to bring dwellings up to the International Property Maintenance necessary to provide decent, safe and sanitary conditions as defined by the DR Housing Standards, and comply with City building codes when appropriate~~, thus ensuring these housing units are more resilient to future natural hazards. ~~Relocation assistance will be provided outside the \$25,000 program cap.~~

The City has received **233** applications for the Minor Repair Program to date. Of those **171** have met preliminary eligibility criteria and are scheduled for damage assessments and environmental reviews; ~~an additional 43 former MRP applicants have been moved to the CHAP program due to more extensive damage than projected. beginning in September 2017~~ This number is far below the number projected in the original Action Plan. Applicants that are not eligible under current guidelines fall into two categories: over income limits (sometimes by hundreds of dollars) and those that did not register with FEMA. In our desire to assist more homeowners with storm damaged residences, the City ~~proposes to~~ **has** increased the income limits to 120% AMI. ~~All existing~~ **Ninety-seven percent (97%) of current applicants (163)** meet the 80% or less AMI income requirement; **five applicants, or three percent (3%), will meet the Urgent Need national objective. a 90% LMI overall program benefit.** ~~For those LMI applicants that are elderly, disabled, or female-headed households with children, we will eliminate the requirement for FEMA registration.~~ These changes could allow us to repair another 100 homes, thus boosting our ability to minimize the impact of future storms while still offering financial assistance to households with limited resources.

As a result of outreach efforts and information provided by applicants, the City also recognizes that many homeowners did not wait for federal assistance to complete necessary repairs, many securing loans or using savings to pay for repairs. To address this unmet need the City may reimburse applicants who used *personal funds* to repair damage to their homes resulting from the storm if the program determines the costs associated with these repairs are both reasonable and necessary **and applicants can demonstrate a financial hardship**. Reimbursements are limited to costs incurred by homeowners for **storm-related** repairs completed **satisfactorily by a licensed contractor** prior to program application and within one year of the 2015 Flood. The minimum amount of reimbursement is \$5,000 with a \$10,000 maximum allowable. Applicants for

reimbursement may include households already deemed eligible. Detailed receipts will be necessary **and a duplication of benefits review will apply to reimbursement costs.**

Connection to Disaster and Unmet Needs

The provision of safe, disaster resistant housing for residents impacted by the October 2015 flood is critical to Columbia's long-term recovery strategy. By addressing the most critical unmet housing needs and encouraging high-quality, disaster resistant construction, the City improves the long-term safety and stability of its community and minimizes the impact of future storms and floods. These home repairs also help stabilize damaged neighborhoods, retain consumers for local businesses, preserve the local tax base, and encourage new investment.

Based on damage assessments and remaining housing needs cited in this Action Plan Amendment, the City determined that single family owner-occupied dwellings suffered the greatest damage from the 2015 Flood. Home repairs and improvements funded through this program will assist those low-income households not eligible for the City's Buyout and Homeowner Assistance Programs, which focus on homes with major to severe damages and those inside the floodplain. Ninety-four percent (94%) of low income owner occupied households suffered minor to moderate damage and may not be eligible for those programs. As this group may be less likely to register with FEMA, the need is probably much greater than anticipated.

Eligible Applicants

Eligibility requirements for participants in this program are:

- Damaged residence must be located within Columbia City Limits.
- Applicants must have owned and occupied the damaged property as their primary residence as of and prior to the date of the storm event (October 2015).
- Applicants must have sustained minor **storm** damages.
- Damaged residence must be a single-unit structure, duplex, townhome, or condominium with **less than \$25,000 or less** in damages.
- Applicants must be between 80% - 120% AMI at application intake.

Ineligible Applicants

Ineligibility criteria for this program is:

- Homes located outside of Columbia city limits.
- Secondary homes or rental properties.
- Residential structures with more than two units or rental properties.
- Applicants without flood insurance who have received prior federal assistance requiring the maintenance of flood insurance in perpetuity.
- Ineligible structure type.

Prioritization of Applicants

Applicants who are elderly, disabled, or female headed households with children will be given first priority for participation in MRP. Currently, more than 50% of eligible applicants are elderly, 15% are disabled, and 88% are female headed households with children. Remaining applications for assistance will be processed in the order they are completed and determined eligible. The City expects to assist 350 households through this program

Use of Funds

Funds will be provided in the form of a direct grant agreement between the City and the applicant and through a construction agreement between the applicant and the selected contractor. The grant agreement will include obligations to: 1) authorize payments directly to the contractor executing repairs; 2) own and occupy the home for not less than ~~three (3) one (1) years~~ after the completion of repairs; ~~3) repay the City should additional federal assistance become available for physical repairs completed by the CDBG Disaster Recovery team after calculation of the grant amount; and 4) maintain flood insurance in perpetuity on the damaged home, if located within a floodplain. Execution of a program covenant memorializing the flood insurance mandate will also be required for homes in the floodplain.~~

Monitoring

Monitoring of program compliance will be performed by the City's Community Development ~~compliance staff and the Internal Auditor Department~~ in accordance with the MRP executed grant agreements, covenant ~~and subrogation~~ requirements, ~~program policies and procedures, the Disaster Recovery QA/QC Plan,~~ and the City of Columbia CDBG-DR Monitoring Plan.

Start and End Date

January 2018-December 2022 (See Exhibit C for Detailed Expenditure and Performance Projections).

City of Columbia Small Business Disaster Recovery Program

Eligible Activity: Special Economic Development, 24 CFR 570.203

National Objective: Low-to Moderate Income Area

Activity Allocation: \$200,000

Overview and Delivery

The Small Business Disaster Recovery (SBDR) Program will provide financial assistance in the form of forgivable loans up to \$20,000 to businesses affected by the October 2015 Flood that continue to experience challenges to their recovery. Applicants may use funds as working capital to purchase inventory, furnishings and equipment, and for cleanup and repairs. Loans will be forgiven over a period of two years with 50% forgiven each year on the anniversary of the loan closing. All forgivable loans require a personal ~~property~~ guarantee from the borrower. While the forgivable loan is outstanding, the borrower agrees to supply the lender, ~~CDBG Disaster Recovery Program Office of Business Opportunities~~, with annual proof of good standing:

- Copy of valid business license
- Current paid property tax receipt showing no balance
- Current property and liability insurance for premises
- Copy of most recent water and sewer bill showing no balance

The forgivable loan shall be considered in default and repaid only if the borrower closes, sells, relocates outside the city limits, or has a significant change in ownership for any reason, to include foreclosure and/or any other legal action, prior to the two-year maturity date. If default occurs, borrower will be issued a notice requesting immediate repayment of the pro-rated amount remaining on the loan.

Connection to Disaster and Unmet Need

The extensive rainfall and flooding of early October 2015 severely damaged Columbia businesses. Many experienced damages to their facilities, stock, and equipment and some businesses were totally

destroyed. Even businesses that did not have physical damage from the storms were closed for an extended period causing significant losses in revenue.

The City anticipates assisting ten businesses that serve LMI residents within a half mile service area. The SBDR is expected to provide sustainability to local small businesses and economic revitalization to commercial corridors affected by the 2015 storm and resulting flood.

Eligible Applicants

Eligibility requirements for participants in this program are:

- Businesses must be located in an eligible census tract in a commercial corridor within the city limits.
- Businesses must have applied to ~~FEMA~~ or SBA for disaster assistance. These funds may be used by those who were denied funding by ~~FEMA~~ or SBA or used as gap financing for those who have needs in excess of the amount received from other sources.
- Applicants must qualify as a Small Business with less than 50 employees.
- Business Owners must have owned and operated the business as of and prior to the date of the storm event (October 2015).
- Businesses must be located in a low-to-moderate income census track where 20% of residents are at or below the poverty level.
- Priority will be given to businesses located in the most heavily impacted areas.
- Businesses must provide financial statements, tax returns or other documentation to demonstrate continuing unmet need.

Ineligible Applicants

Ineligibility criteria for this program are:

- Businesses located outside of Columbia city limits.
- Business started after the October 2015 flood event.
- Businesses that have not applied for ~~FEMA~~ or SBA assistance.
- Businesses with more than 50 employees.

Prioritization of Applicants

Applicants will be considered on a first come, first serve basis determined by the date on which the City receives a completed application. In evaluating applications, priority will be given to those businesses located in the most severely impacted areas.

Use of Funds

The Small Business Disaster Recovery (SBDR) Program will provide forgivable loans up to \$20,000 to businesses affected by the October 2015 Flood that continue to experience challenges to their recovery. Applicants may use funds as working capital to purchase inventory, furnishings, and equipment as well as cleanup and repair. Loans will be forgiven over a two-year period with 50% forgiven each year on the anniversary of the loan closing. All forgivable loans require a personal **property** guarantee from the borrower.

Monitoring

Monitoring of program compliance will be performed by City's Community Development ~~compliance staff and internal auditor Department~~ in accordance with executed loan agreements, ~~program covenants and subrogation requirements, program policies and procedures~~, and the City of Columbia CDBG-DR Monitoring Plan.

Start and End Date: April 2018 – September 2019

Multifamily Affordable Housing Fund

Eligible Activity: Housing, New Construction; Acquisition and Demolition

National Objective: Low to Moderate Income Benefit - Housing

Activity Allocation: \$3,671,000

Overview and Delivery

The City of Columbia faces a broad mixture of unmet needs that complicate our ability to meet the 70% low-to-moderate-income (LMI) requirement. Our single family housing rehabilitation programs, Columbia Homeowner Assistance Program and Minor Repair Program, drew relatively small numbers of applicants, as did the Small Rental Repair Program. Multifamily rental housing provides an opportunity to meet the LMI requirement while creating greater flexibility within CDBG-DR programs to meet the other unmet affordable housing needs identified in this CDBG-DR Action Plan Amendment.

The availability of affordable housing in Columbia is becoming a dire situation. The City recognizes that the loss of rental units is significant as the City has a limited amount of affordable housing making it more difficult for renters to adapt to post-flooding conditions. To offset the loss of rental units, the City is proposing a reallocation of other program funds to construct affordable multifamily rental units in one of eight neighborhoods targeted for revitalization and redevelopment, thus extending its long-term vision for a healthy, vital community. The Targeted Redevelopment Areas include:

- Belvedere Redevelopment Area
- Booker-Washington Heights Redevelopment Area
- Brandon Acres/Cedar Terrace Redevelopment Area
- Eau Claire Redevelopment Area (Farrow Road Business Corridor)
- Edisto Court Redevelopment Area
- King/Lyon Street Redevelopment Area
- Neighborhood Revitalization Strategy Area Redevelopment Area
- Pinehurst Redevelopment Area

The Multifamily Affordable Housing Fund will allow the City to ~~partner with sub-recipients use grants, loans, loan guarantees, and/or interest rate subsidies~~ to finance the acquisition and demolition of vacant land, new construction of rental housing or homebuyer properties, or reconstruction of damaged units on the same lot. Projects will be selected using the following criteria:

- Project activities are consistent with the priorities established in the City's Consolidated Plan;
- Readiness to proceed;
- The project will replace rental units damaged by the storm;

- The project is located within a City of Columbia Neighborhood Revitalization area
- The project maximizes the number of LMI beneficiaries;
- The project imposes affordability restrictions that match the level of CDBG-DR investment;
- The project is financially viable and all other financing sources have been committed;
- The project timeline is realistic, costs are reasonable, and the developer's level of experience and financial capacity is substantial.

Readiness to Proceed

The City's ability to meet timeliness requirements is paramount to program success, thus reinforcing the need to work with partners who have the capacity, knowledge, and experience to quickly implement selected projects. Potential partners will be evaluated on the following:

- Have qualified team members been assigned to key roles?
- Does the owner have recent experience working in a regulated affordable housing framework?
- Has the owner successfully completed other federally funded projects?
- Does the proposed project indicate a full understanding of CDBG-DR rules and federal regulations such as environmental review, duplication of benefits, relocation assistance, and federal labor requirements?
- Are all other financing sources committed?
- Is the project timeline realistic; can construction be completed within projected performance goals?

~~Project financing will take into account the projected operating expenses, the ability to repay project debt, and the likely cash flow from the project.~~ The chosen financial structure ~~and payment options~~ will reflect the realities of the project and partnerships selected. To the greatest extent practical, the City will encourage the leveraging of CDBG DR funds by employing housing bonds, FEMA funds, other state and local financial sources, and Low Income Housing Tax Credits when feasible.

The City will assure that the Uniform Relocation Act requirements are followed, that both displaced occupants and current occupants of the project are identified and records are maintained. These occupants will receive advisory services and relocation assistance if applicable.

Connection to Disaster and Unmet Need

The 2015 Flood indirectly increased an existing shortage of affordable housing, created by displaced homeowners entering the rental market at the same time that a portion of the multifamily market was severely damaged or destroyed. The City is experiencing a severe lack of decent, safe, sanitary housing, accompanied by increased rents at all levels of the housing market. As rents rise, LMI households become increasingly rent burdened or priced out of the market. These impacts are directly attributable to the disaster and will be documented and described as an unmet need in the Action Plan.

As stated in Federal Register dated June 9, 2016, under Public Law 114-113, grantees may also fund new construction (see paragraph 28 of Section VI of this notice) or rehabilitate units ***not*** damaged by the disaster if the activity clearly addresses a ***disaster-related impact and is located in a disaster-affected area***. This impact is demonstrated by the disaster's overall effect on the quality, quantity, and affordability

of the housing stock and the resulting inability of that stock to meet post-disaster needs and population demands.

While no statistics are available concerning the direct loss of rental housing due to the October 2015 flood, the disaster recovery team has visited several multifamily apartment complexes damaged by the storm. Anecdotal evidence from property managers suggests that the shortage of affordable housing, including rental units, has escalated since the storm and that many landlords raised rates after repairing property damages.

Eligible Applicants:

- Partners: Units of local government
- ~~Owners: Owners of damaged units~~
- Developers: Nonprofit or for-profit developers seeking funds for new affordable housing.

Prioritization of Applicants:

Priority will be given to development projects that replace rental units damaged by the storm, **are located within a target revitalization area**, maximize the benefit for low to moderate income renters, and are *shovel ready*. ~~Applicants with other sources of financing committed; that have demonstrated capacity; and that have prior recent experience working in a regulated affordable housing framework and an understanding of Federal regulations will also receive priority.~~

Use of Funds

CDBG Disaster Recovery funds will be used for acquisition and demolition of vacant land, new construction of rental housing or homebuyer properties or reconstruction of damaged units on the same lot. Eligible project costs include:

Development Hard Costs: The actual cost of constructing or rehabilitating housing including the cost of meeting the new construction standards in §92.251; demolishing existing structures; and making utility connections, including off-site connections from the property line to the adjacent street. Site improvements may include necessary on-site roads and sewer and water lines. For multifamily rental housing projects, the costs to construct or rehabilitate laundry and community facilities located within the same building as the housing ~~and for the use of residents and their guests~~ are also eligible.

Related Soft Costs: Other reasonable and necessary costs associated with the financing or development (or both) of new construction or acquisition of housing including **reasonable developer fees**, architectural, engineering, or professional services required to prepare plans, drawings, specifications, or work write-ups; costs to process and settle project financing; costs of a project audit; costs to provide information services such as affirmative marketing and distributing fair housing information to prospective homeowners and tenants.

Environmental Review: Costs and release of funds directly related to the project.

Relocation Costs: The cost of relocation payments and other relocation assistance to persons displaced by the project are eligible costs.

Monitoring:

Monitoring of program compliance will be performed by the City's Community Development ~~compliance staff and the Internal Auditor Office~~ in accordance with the executed ~~grant~~ sub-recipient agreement, ~~covenant requirements, program policies and procedures, the Disaster Recovery QA/QC Plan,~~ and the City of Columbia CDBG-DR Monitoring Plan.

Start and End Date: July 2018 – December 2019

City of Columbia Canal Head Gates Project

Eligible Activity: Public Facilities and Improvements

National Objective: Urgent Need

Activity Allocation: \$4,000,000

Overview and Delivery

The Columbia Canal Head Gates are a critical component of the Columbia Canal facility, a multi-functional water supply utility. The Canal provides influent water to the City of Columbia Water Treatment Plant (WTP) for treatment and potable water supply to approximately 129,272 citizens as well as hospitals, universities, the State Capitol, Richland County and City municipal buildings, and police and fire stations. It also supplies potable water to the Fort Jackson military base, the McEntire Joint National Guard Base, and the hydro plant located at its southern end.

At its headwaters at the Canal's northern-most end, man-made Head Gates and a diversion dam function as a water inlet, channeling and controlling water from the Broad River into the Canal impoundment structure. The Head Gates' primary function is to control water levels within the Columbia Canal. Before the October 2015 storm, and under normal circumstances, the City operated the Head Gates to control water levels to ensure adequate water supply to both the WTP and the hydro plant. During high river flow, the Head Gates could be partially or completely closed to decrease water from the Broad River, allowing only enough to maintain adequate supply, but not so much as to inundate or damage the canal embankments. Under low river flows, the Head Gates would be opened to allow more water into the Canal to maintain critical water levels that sustain WTP and hydro plant operations. The Head Gates, along with ancillary components of the Columbia Canal, sustained severe damage during the October 2015 storm and have been inoperable since that time.

Connection to Disaster and Unmet Needs

The high precipitation and increased storm water drainage into the Columbia Canal during the October 2015 storm, created high velocity flows and a magnitude of debris that prevented the City from completely closing the Head Gates. Eventually, the only way to stop river flow into the Canal was to install bulkheads in front of the Head Gates. Despite the installation of the bulkheads, storm water flow and precipitation into the Canal was so high that the hydro plant was inundated and rendered inoperable and the Canal itself experienced a catastrophic breach below the intake to the Water Treatment Plant, just north of the hydro plant.

When the breach occurred, flows within the Canal suddenly increased and water rapidly drained into the Broad River. This high flow velocity out of the Canal damaged the Canal embankments and brought water in the Canal to critically low levels where water supply to the Water Treatment Plant could not be

maintained. The City installed temporary pumps and piping to draw water directly from the Broad River and constructed a temporary cofferdam above the Canal embankment breach to restore water in the Canal to a level sufficient to operate the Water Treatment Plant. The cofferdam remains in place pending repair of the Canal embankment for which the City is in current discussions/negotiations with FEMA.

The temporary measures installed as a result of the October 2015 storm do not provide the City with an effective means to control water levels within the Canal, thus critically impacting the City's ability to provide a stable source of potable water to its residents and users. During high river flows and with adequate precipitation, the water levels are just adequate to maintain supply through the WTP intake. During low flows and summer season, when precipitation is low, water levels in the Canal fall below critical intake levels, requiring the City to turn off WTP pumps and reducing the City's water supply. Replacement of two (of 12) Head Gates will accomplish the following:

- Increase by a minimum of 17% the operational control of the City's water supply;
- Improve the City's current resiliency against future adverse weather conditions, including drought and severe storms by 17%;
- Stabilize the entire system by installing rock anchors, an improvement that increases stability by 100%;
- New improved head gate technology will increase the life span of the Canal by 20-30 years.

Use of Funds

The City proposes to replace two of the 12 Head Gates, which will restore partial operational control of Canal water levels, enabling the City to provide critical water supply to residents during times of low water flow into the Columbia Canal. Specifically, the City proposes the following repairs and improvements to the Head Gate structure on the Columbia Canal:

1. Design for the entire Head Gate structure and repair of Head Gates 1 and 2, replacing existing gear structure with industry standard screw technology to raise and lower gates, structural repairs
2. Installation of submerged debris diversion structure upstream of the Head Gate structure
3. Permanent blocking of the lock gate
4. Upgrade of the sensor system, camera, lighting, with appropriate power supplies
5. Raising of the head works east abutment embankment
6. Rock anchors to stabilize the Head Gate structure

Estimated Cost

Head Gates (12)			Head Gates (2)
Repairs	Cost		Cost
Masonry	\$368,000		\$61,333
Stabilization-Rock Anchors	\$659,000		\$659,000
Head Gate Replacement	\$2,668,000		\$444,666
New Winch System	\$1,218,000		\$203,000
Electrical Service	\$154,000		\$154,000
East Embankment Repairs	\$30,000		\$30,000
Remove Emergency Measures/Debris	\$750,000		\$125,000
Regulatory & Permitting	\$104,000		\$104,000
Design/Engineering	\$954,335		\$954,335
Subtotal	\$6,905,335		\$2,735,334
Mitigation	Cost		Cost
Tandem Screw Jacks	\$688,000		\$114,666
Trash Racks	\$2,316,000		
Trash Rake-Dragline	\$1,192,000		
Submerged Debris Diverter	\$300,000		\$300,000
Debris Holding Area	\$650,000		\$650,000
Permanent Block of Lock Gates	\$311,000		
Permitting/Regulatory Approval	\$104,000		
Lighting, Sensors, Cameras	\$200,000		\$200,000
Subtotal	\$5,657,000		\$1,264,666
Total Cost	\$12,562,335		\$4,000,000

The cost estimate provided above originates from the FEMA PW 291 reversion for the repair of all twelve head gates. The columns on the right reflect the costs identified for the urgent repair of two head gates and the components needed to complete and protect the repairs.

Monitoring

Monitoring of program compliance will be performed by the Community Development **compliance staff and the Internal Auditor Department** in accordance with **program policies and procedures** and City of Columbia CDBG-DR Monitoring Plan.

Start and End Date: July 2018 – December 2019

FEMA Hazard Mitigation Grant Program (HMGP) Match

Eligible Activity: Local Cost Share Match, 24 CFR 570 Acquisition & Disposition, 24 CFR 570.203(a)

National Objective: Urgent Need

Activity Allocation: \$2,000,000

On November 9, 2017, the date Action Plan Amendment #1 was submitted to HUD, the City received a notice of award for HMGP applications 269 and 270. In the interest of leveraging all potential funding sources, the City is requested that \$2 million in CDBG funding previously allocated to the Columbia Buyout Program (CBP) be transferred to the FEMA HMGP Match program. ~~If approved,~~ The CBP ~~will be~~ **has been** closed and existing applicants ~~will be~~ **have been** transferred to HMGP Match. The HMGP Match Program will assist approximately 30 property owners still interested in selling homes damaged by the October 2015 flood in meeting the 25% local cost share match requirement.

Upon approval of ~~this~~ Action Plan Amendment **1**, the Disaster Recovery case manager ~~will~~ **will** contacted the 16 eligible CBP applicants (one property owner sold his lot to a developer) to discuss the program change, explain how the City's decision will maximize disaster recovery funds, describe the next steps in the process, and answer any questions. The CDBG DR case manager will monitor the acquisition process for all participants and maintain all documentation necessary for program files.

The acquisition process is essentially the same for both programs, although appraisals, title searches, and the duplication of benefits analysis have already been completed for former CBP applicants. The City ~~will request~~ **has received** approval from HUD to adopt FEMA's environmental reviews. Boundary surveys will be scheduled and offer letters drafted and reviewed by the City Legal and Real Estate Departments before presenting closing documents for City Council approval and homeowner execution. Deed restrictions will mandate that all properties be demolished and dedicated in perpetuity to a public use compatible with open space, recreation, natural floodplain functions, ecosystem restoration, or wetlands management practices.

Tenants displaced by the storm from rental units receiving CDBG Disaster Recovery assistance as a result of acquisition or clearance under this program, in whole or in part, are eligible for compensation under the Uniform Relocation Act (URA). Procedures and forms shall be in accordance with the HUD Relocation Handbook 1378, as revised.

Connection to Disaster and Unmet Needs

Proper land use management is essential to any long-term recovery strategy. By purchasing properties that underwent substantial damage during the October 2015 flood, the City seeks to establish a safer, more sustainable development pattern that protects properties in the flood plain from future damage and creates opportunities for open space. Open spaces adjacent to waterways have numerous benefits for long-term flood recovery and resilience, including flood storage, reduced storm water runoff velocity, removal of pollutants, and protection of streambanks.

Under HMGP, the purchase price of these properties will be based upon the pre-disaster Fair Market Value (FMV) established by an independent appraisal less the Duplication of Benefits amount. Program funds will be used for **tenant relocation assistance** and property disposition costs including appraisals, surveys, asbestos testing and abatement, demolition and seeding. The City is considering options for future land use.

Eligible Applicants

Eligibility requirements for participants in this program are:

- Damaged ~~owner-occupied~~ residences within Columbia City limits in a designated floodway or floodplain.
- Applicants must have owned the damaged property ~~as their primary residence~~ as of and prior to the October 5, 2015 storm. ~~Rental investment properties are eligible; but second homes, as defined in IRS Publication 936, are not eligible to participate.~~
- Applicants must have applied for FEMA HMGP under applications 269 or 270.
- Damaged residence must be a single-unit structure, duplex, townhome, or condominium.

Applicants without flood insurance who have received prior federal assistance requiring the maintenance of flood insurance in perpetuity are not eligible.

The FEMA HGMP team will be responsible for administering the program; the CDBG Disaster Recovery Match Program will assist approximately 30 property owners in meeting the 25% local cost share match requirement. All residential properties acquired will be demolished and dedicated in perpetuity to a public use compatible with open space, recreation, natural floodplain functions, ecosystem restoration, or wetlands management practices. The City has executed a Memorandum of Understanding between the Community Development Department and the Flood Recovery Group that addresses roles and responsibilities, cost share strategy, drawdown process, DOB monitoring, recordkeeping, staffing and expenditure deadlines.

National Objective Documentation and Records

All Local Cost Share Match Programs using CDBG DR funds must demonstrate that activities meet a national objective as required by HUD. The City of Columbia HMGP Match Program will meet the national objective of Urgent Need. Under the Federal Register Notice dated June 9, 2016, the CDBG certification requirements for documentation of urgent need located at 24 CFR 570.208(c) and 24 CFR 570.483(d) have been waived until 24 months after HUD first obligates funds to the grantee. Recognizing the urgency in addressing serious threats to community welfare following a major disaster, the Department has initiated the following streamlined alternatives.

Grantees need not issue formal certification statements to qualify an activity as meeting the urgent need national objective. Instead, each grantee receiving a direct award under this notice must document how all programs and/or activities funded under the urgent need national objective respond to a disaster-related impact identified by the grantee in their action plan needs assessment and describe the type, scale, and location of the disaster-related impacts that each program and/or activity is addressing.

Application:

HMGP staff will follow the application process established under the CDBG Disaster Recovery program. When a homeowner responds to program outreach and expresses an interest in this program, they complete a brief Pre-Application (Phase 1), which is reviewed for basic program eligibility. Homeowners are contacted by Disaster Recovery/HMGP staff and asked to schedule an appointment to complete an application, submit required program documents, sign release forms to have information verified by outside sources, sign a certification that all information in the application is true, and verify receipt of the following: *Asbestos in your Home, Protect your Family from Lead in your Home, Voluntary Acquisition Notice, Disaster Recovery Grievances and Complaints, When a Public Agency Acquires Your Property*. In addition, applicants will sign a FEMA Statement of Voluntary Participation. After verification of all required documentation, the applicant will be notified electronically, or in writing if necessary, that they are eligible to participate in the Buyout/HMGP program.

Duplication of Benefits Review

Properties will be purchased based upon the pre-disaster Fair Market Value (FMV) as established by an independent appraisal less the amount of Duplication of Benefits (DOB), which occur when a beneficiary receives financial assistance from multiple sources for the same recovery activity. These funding sources include:

- ❖ FEMA,
- ❖ Small Business Administration,
- ❖ National Flood Insurance Program,
- ❖ Other federal, state or local funding
- ❖ Nonprofit, private sector and charitable funding.

A Quality Assurance/Quality Control (QA/QC) review will be conducted to ensure all applications are complete and DOB calculations are correct before executing closing documents. When the grant award is made, the subrogation agreement will include a requirement that any additional assistance received for the same purpose as CDBG Disaster Recovery funds must be returned to the City of Columbia. The term of the subrogation agreement begins upon the date signed by the owner and ends one year from the date of final disposition of the property, unless terminated sooner by the City.

Program Policies and Procedures address the following:

- Environmental Review
- Appraisals and Appeals Process
- Legal review and contract closing
- Restrictive Covenants and Subrogation Agreement
- Relocation Assistance (URA)
- Asbestos remediation and disposition
- Monitoring and compliance
- Grant closeout process

Use of Funds

The City of Columbia proposes to use CDBG DR funds to meet the Local Cost Share Match of its FEMA Hazard Mitigation Grant Program. Owners will be paid the pre-disaster Fair Market Value of the damaged residence as determined by a primary-appraiser. The final award will be calculated after a duplication of benefit analysis. Program funds may also be used to address tenant relocation assistance and property disposition costs including appraisals, surveys, asbestos testing and abatement, demolition and seeding.

Monitoring

Monitoring of program compliance will be performed by the City's Community Development compliance staff and the Internal Auditor Department in accordance with program policies and procedures, the Disaster Recovery QA/QC Plan, and the CDBG-DR Monitoring Plan

Start and End Date: April 2018 – December 2018

Planning and Coordination

6.1.1 Sound, Sustainable, Long Term Recovery Planning

The Comprehensive Plan for Columbia, South Carolina: 2015 – 2019 promotes sustainable, environmentally friendly development and establishes standards and regulations to guide future land use and improve floodplain management techniques. Citizens, neighborhood and focus group participants, and city staff developed policies and objectives to guide future land use in the City of Columbia. Specifically, the Plan seeks to:

- Promote Low Impact Development (LID) practices such as swales and rain gardens and institute improved storm water engineering practices;
- Protect natural water drainage by planting buffer areas around water courses, helping protect residential property from potential flood damage
- Promote the use of pervious parking surfaces, as well as infill development and land conservation (high density development with more open space) to reduce the costs for storm water management and retention and allow excess water to percolate through the ground during times of hard rain or flooding
- Assess and update the current 100 Year flood boundaries to prevent further development into flood-prone areas and better ensure the safety of all residents, preventing loss of property and life in the event of future disasters;
- Develop special zoning and/or overlays to encourage LID/cluster zones to protect and preserve sensitive environmental areas;
- Decentralize community services and facilities to ensure more neighborhoods have access to essential goods and services during emergencies.

By achieving the goals and objectives identified in the Comprehensive Plan, initiating stronger, more energy efficient building codes, and requiring both residential and non-residential structures be built at least two feet above the new Advisory Base Flood Elevation (ABFE), the City of Columbia guarantees a more successful long term disaster recovery, thus ensuring a strong, healthy environment and the safety and welfare of Columbia's citizens. These sustainable and resilient building standards are more specifically outlined in the *Construction Standards*, *Elevation/Disaster Resistant Construction*, and *Mitigation and Resiliency* sections of the Action Plan.

6.1.2 Local and Regional Coordination

The City of Columbia has created a multi-departmental work group that is providing oversight of the City's flood recovery process. The Community Development Department, which is responsible for managing and monitoring all CDBG-DR programs, meets monthly with the work group to ensure effective coordination between departments and divisions, between the city and sub-recipients responsible for program implementation, and with other local and regional planning efforts to ensure program consistency.

The City of Columbia continues to coordinate its flood recovery efforts with the South Carolina Disaster Recovery Office, Richland and Lexington Counties, and the Midlands Flood Recovery Group to share lessons learned and best practices and ensure uniformity and compatibility of recovery data, duplication of benefit calculations, the environmental review process, and program

design and implementation strategies. These coordinated efforts help effectively manage the expectations of program applicants and minimize confusion about disaster recovery services and benefits. The following key groups bring a wealth of knowledge and resources to the disaster recovery planning and implementation process and continue to be essential partners in building long-term community resilience against future storms. These include the following, among others:

- Richland-Lexington Long Term Recovery Group
- Richland County Disaster Recovery Group
- Midlands Flood Recovery Advisory Group
- Columbia Housing Authority
- Midlands Area Consortium for the Homeless
- Midlands Housing Trust Fund
- University of South Carolina
- United Way of Midlands
- Salvation Army
- St. Bernard Project (SBP)
- American Red Cross

6.2 Leveraging Funds

6.2.1 Overview

To maximize the impact of the City's CDBG-DR funding, and as part of a continuous effort to prevent duplication of benefits, there will be an ongoing commitment to identify and leverage other federal and non-federal funding sources. Further, the City will build upon existing relationships and strive to create new partnerships with other federal and state agencies, corporations, foundations, nonprofits, and other stakeholders as a means of maximizing all viable funding sources.

CDBG-DR funds will be used to address critical unmet needs that remain following the infusion of funding from other federal sources, including FEMA, NFIP, and the SBA. It should be noted that FEMA HMGP is a highly competitive, statewide program with limited funding (\$36.6 million), and very long lead times (two years after the disaster), often resulting in extremely urgent needs. Existing City resources and other funds from the disaster appropriation will be examined to ensure all available funding is used where it is most needed.

On November 9, 2017, the date this substantial amendment was submitted to HUD, the City received a notice of award for the two HMGP applications. In the interest of leveraging all potential funding sources, the City is requesting that \$2 million in CDBG funding currently allocated to the Buyout Program be transferred to the newly proposed FEMA HMGP Match program. Property owners will be notified of the change in program; however, the acquisition process is essentially the same for both programs.

The City of Columbia will utilize some of its existing CDBG staff, contract services, entitlement program infrastructure and funding to effectively manage CDBG-DR programs as outlined below.

6.2.2 Housing

To achieve the greatest impact possible, the city will rely on best practices and lessons learned from prior disasters to develop creative approaches to utilizing the available funding and leverage additional funds for restoration of the City's housing stock. To that end, the City is working with its partners to identify disaster and non-disaster federal, state, private and nonprofit funding sources that are available to assist residents in their recovery efforts. This inclusive strategy will examine the types of funding sources available and how those sources can be combined to create a holistic solution to the issues facing residents and communities.

~~To maximize funding to assist low-to-moderate income households, the City has committed \$1 million in CDBG program income funding to the CDBG-DR Minor Repair Program, to ensure adequate financial assistance is available to the majority of households with unmet recovery needs.~~

6.2.3 Economic Development

Small businesses in Columbia impacted by the October 2015 flood have relied on insurance, SBA loans, and private resources to address necessary storm repairs. Twenty-three businesses responded to a solicitation of interest by the Office of Business Opportunities in June. Of those, none were capable of meeting the job creation or retention criteria. In response, the City is proposing the use of the LMI Area national objective to assist approximately ten firms located within a LMI census tract where 20% of residents are at or below poverty level and the business serves residents in a commercial corridor severely affected by the 2015 storm and resulting flood.

6.2.4 Infrastructure

The City intends to address most of its unmet infrastructure needs by utilizing the FEMA Public Assistance and Hazard Mitigation Grant Programs, but FEMA has denied funding for the repair of the Head Gates of the Columbia Canal, a critical facility that supplies the City's potable water. The City is proposing the use CDBG DR funds to complete this urgently needed project affecting the public's daily health and safety. No other funding sources are available for this work. In addition, the City will rely upon the South Carolina general fund allocation to provide up to 25% in match for local governments toward FEMA disaster recovery projects.

6.3 Protection of People and Property; Construction Methods

6.3.1 Construction Standards

The City of Columbia has adopted construction methods emphasizing high quality, durability, energy efficiency, sustainability, and mold resistance and continues to address hazard risks from possible sea level rise, high winds, storm surge and flooding. All newly constructed buildings must meet City building codes, the ~~2012~~ 2015 International ~~Property Maintenance~~ Residential Code with SC modifications ~~as adopted by the City of Columbia~~, HUD Housing Quality Standards, and City of Columbia floodplain ordinances. Future property damage will be minimized by requiring that any rebuilding be constructed according to the best available science with respect to base flood elevations.

All new construction of residential buildings or replacement and/or reconstruction of substantially damaged buildings will incorporate Green Building Standards, and rehabilitation of non-

substantially damaged residential buildings will follow guidelines in the HUD CPD Green Building Retrofit Checklist **when applicable**. Any construction subject to the Green Building Standards will meet an industry-recognized standard and achieve certification under at least one of the following programs:

- ENERGYSTAR;
- Enterprise Green Communities;
- LEED;
- ICC-700 National Building Standard; and
- Any other equivalent comprehensive green building program approved by the City of Columbia.

Homes will be eligible for reconstruction in cases where the property has been completely destroyed, demolished, or where the estimated cost to repair the structure to municipal and program standards would be more expensive than reconstruction. Substantially damaged structures will be deemed to be in need of major rehabilitation. A substantially damaged structure is one where the cost of restoring the structure to its *pre-storm condition equals or exceeds 50% of the pre-flood market value of the structure as determined by tax assessed value plus a multiplier provided by real estate professionals*. A building's classification of substantial damage relates to its damage as of the day of the storm. Any eligible structure determined to be substantially damaged must be rehabilitated in compliance with current building codes, elevated above base flood, and incorporate resilience measures.

The City, through its contract with Landmark Consulting, has hired three housing inspectors and a Construction Manager whose responsibilities include ensuring that Green Building Standards are met using the Retrofit Checklist listed above. The Construction Manager will **train inform** inspectors and contractors concerning Green Building requirements, which will be memorialized in contracts and grant agreements, and will monitor construction progress to ensure compliance with these standards.

6.3.2 Quality of Construction, Bonding, and Warranties

To ensure quality construction, the City will require all contractors to meet standardized bonding and insurance requirements for CDBG-DR programs and ensure that contractors are appropriately licensed and have not been debarred from performing work on federally funded contracts. All contractors pre-qualified for work on the City's Community Development programs must provide a one-year warranty for any work completed on disaster recovery programs.

Supplemental to the City's CDBG-DR grievance procedures, owners of property assisted with CDBG-DR funds will also be provided with opportunities to appeal the quality of work on their properties. In order for a contractor to receive a final payment, property owners must sign a *Completion of Work* form stating that all work has been performed to their satisfaction and in accordance with the construction contract. The City also will survey property owners during the warranty period by issuing a notice to the owner six (6) months from the date of final inspection and one month prior to the expiration of the warranty. This will allow sufficient time for property owners to notify the City and contractor of any construction deficiencies.

6.3.3 Dam and Levee Work

The City is proposing an allocation of \$4 million in CDBG-DR funding to replace two of the 12 Head Gates on the Columbia Canal, which will restore partial operational control of Canal water levels and enable the City to provide critical water supply to residents during times of low water flow. An estimated \$170 million in project needs have been identified and submitted to the FEMA Public Assistance program for repairs to the Columbia Canal and Head Gates. It now appears unlikely that the entire scope as envisioned will be obligated for funding. FEMA has indicated they would obligate only \$11.7 million for the project. The City intends to reversion its original Project Worksheets to combine some work associated with the Canal with engineering and inspection services, and repairs to the hydroelectric plant. If approved for CDBG-DR funding under this Action Plan Amendment the City will meet the following requirements:

- Registration with the USACE Levee Base or Dam Inventory
- Document that the structure is admitted under the USACE P.L. 84-99.
- Document that the structure is accredited under the FEMA National Flood Insurance Program.
- Upload project information regarding the location and area served into the DRGR system.
- Establish and maintain documentation related to the project's risk assessment and risk reduction measures.

6.3.4 Elevation Standards

The City of Columbia participates in the National Flood Insurance Program (NFIP) and is monitored by the South Carolina Department of Natural Resources (SCDNR) for compliance with FEMA regulations on behalf of the Federal Emergency Management Agency. On June 16, 2015, the Columbia City Council passed a floodplain ordinance requiring citizens who build new structures, make significant improvements to existing structures, or who have experienced significant damages greater than 50% of the value of the original structure) to residential and non-residential structures to rebuild with the bottom of the lowest finished floor at least two feet above the Base Flood Elevation (BFE).

The following provisions, among others, are required by the City of Columbia for new construction and substantial improvements in all Special Flood Hazard Areas (SFHA):

- New construction and substantial improvements shall be anchored to prevent flotation, collapse or lateral movement; constructed with materials and utility equipment resistant to flood damage; and constructed by methods and practices that minimize flood damage.
- Electrical, heating, ventilation, plumbing, air conditioning equipment and other service facilities shall be designed and/or located to prevent water from entering or accumulating within the components during flooding.
- New and replacement water supply and sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems or discharges from the systems into floodwaters.
- On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding.

- In SFHA where base flood elevation data has been provided, new construction and substantial improvement of any residential (including manufactured homes), commercial, or industrial structures shall have the lowest floor elevated no lower than two feet above the base flood elevation (BFE). No basements are permitted in these areas.
- Floodways located in SHFA are extremely hazardous due to floodwater velocity, which carries dangerous debris and can cause erosion. Encroachments are prohibited including fill, new construction, substantial improvements, and other development unless a professional engineer certifies that encroachment will not result in increased flood levels during the base flood discharge.

Provisions for new construction and substantial improvements of residential structures within shallow flooding areas (AO zones), with base flood depths of one to three feet, require that the lowest floor, including basement, be elevated above the highest adjacent grade to the depth specified on the flood insurance rate map (FIRM). If no depth is specified, the lowest floor shall be elevated at least three feet above the highest adjacent grade. All utility and sanitary facilities must be completely flood-proofed. All structures on slopes must have drainage paths around them to guide water away from the structures.

These comprehensive building standards incorporate flood mitigation measures and promote long-term community resiliency that will improve the lives of residents, support community revitalization, and protect the environment. In order to minimize damage from future hazards, the City of Columbia is also implementing Green Building standards **when feasible for rehabilitation projects and for all new construction/reconstruction projects. ~~Energy efficiency requirements such as duct and air leakage rate testing certification and solar ready provisions must be met.~~**

According to the City of Columbia Floodplain Manager, the cost of complying with these regulations varies widely based on the location, size, and age of the structure, type of foundation (slab on grade, crawl space, etc.), and the number of utility hookups required. The City Planning Department, which received 213 applications for permits in the Special Flood Hazard Areas, estimates that overall elevation costs range from \$30,000 to \$100,000 or more. In high damage areas around Lake Katherine and Gills Creek, the average costs ranged from \$50,000 to \$70,000, which is similar to building permit data in Richland County.

6.3.5 Mitigation and Resiliency

Like other southeastern states, South Carolina's climate is warming less than most of the nation, one half to one degree Fahrenheit in the last century. In South Carolina, the land surface is sinking so the rate of sea level rise relative to the land is greater than the global average rise. Tropical storms and hurricanes have become more intense during the past 20 years, flooding coastal homes and infrastructure more frequently. Climate change is also likely to increase inland flooding. Since 1968, the amount of precipitation during heavy rainstorms has increased by 27 percent in the Southeast and the trend toward increasingly heavy rainstorms is likely to continue.

In 2006 the City of Columbia established the Climate Protection Action Committee (CPAC), a volunteer group that identifies measures that can be taken to reduce greenhouse gases. CPAC was formed to affect climate change, but also serves as the City's environmental clearing house, focusing on air quality, energy conservation, water conservation and recycling/waste reduction.

CPAC consists of City Council appointees and advisory members from organizations interested in sustainability. CPAC now is evaluating the City's sustainability initiatives with the STAR Community Rating System and expects to complete the STAR evaluation in late 2017.

The cost of incorporating mitigation and resiliency measures into local building codes can be difficult to determine; however, the cost of not incorporating mitigation and resiliency measures into local building codes is extraordinary as evidenced by the 2015 Flood. The following data on the performance and costs of green building measures come from *Incremental Cost, Measurable Savings: Enterprise Green Communities Criteria*, designed specifically for affordable housing.

The average cost per dwelling unit to incorporate the energy and water criteria is \$1917, returning \$4851 in predicted lifetime utility cost savings. The projected lifetime utility cost savings averaging \$4,851 per dwelling unit were sufficient to repay the average \$4,524 per unit costs of implementing the standards in all eight areas including:

- Integrated design – an average cost of \$94 per dwelling or a weighted average cost per square foot of \$.09;
- Location and neighborhood fabric – careful site selection can cost up to \$109 per unit or \$.11 per square foot;
- Site improvements to prevent erosion and limit sedimentation of nearby water bodies - implementing EPA best management practices during construction average cost per square foot was \$.52 or \$227 per unit; installing erosion and sedimentation controls cost \$.06 square foot or \$11 per unit; surface water management cost 30 cents per square foot or \$764/dwelling; these are standard policies and procedures for housing programs using federal funds;
- Water conservation fixtures and appliances cost approximately \$128 per unit, but estimated lifetime water savings was \$935 per unit;
- Energy efficiency - estimated incremental cost per unit of meeting Energy Star or Home Energy Rating System (HERS) standards was \$1784 per unit with an estimated lifetime energy savings of \$3,916 per unit with payback of nine years;
- Environmentally beneficial building materials – the cost per square foot of installing water permeable walkways is 17 cents; to pave parking areas with water permeable material cost 61 cents per square foot;
- Healthy living environments minimize resident's exposure to toxic materials by using safe, biodegradable materials. Costs vary from one cent per square foot for using water and mold resistance materials in wet areas to 58 cents per square foot using flooring materials that minimize dust and mold growth;
- Operations and maintenance – providing operating manuals and orientation guides to educate tenants about proper use and maintenance cost about a penny per square foot or from \$6-15 per dwelling unit.

The incremental cost of incorporating EGCC was lowest among moderate rehab projects with predicted lifetime savings two times the costs of complying, the highest return on investment.

6.3.6 Broadband Infrastructure

To extend affordable internet access to children and families living in federally assisted housing, HUD requires the installation of broadband infrastructure into most HUD-financed multifamily

housing developments during their construction or substantial rehabilitation. Recognizing that it is generally easier and cheaper to install the necessary technology for high-speed internet at the time of construction, HUD also requires that grantees include these technologies in their program specifications for the substantial improvement of multifamily developments with four or more rental units.

~~Under Action Plan Amendment #1, the City is proposing~~ A multifamily affordable housing fund, ~~approved under Action Plan Amendment #1,~~ will meet some of the critical needs for new affordable rental units in Columbia. Installation of broadband infrastructure is included in the rehabilitation and new construction guidelines for all CDBG-DR assisted rental properties with four or more units.

6.3.7 Disaster-Resistant Housing

The need for sustainable, disaster resistant housing has escalated as the number and ferocity of tropical storms and hurricanes increases. In 2016, the US experienced the highest amount of tropical cyclone activity in the Atlantic Basin since 2010 with 15 named storms – the first forming in January - seven hurricanes and four major hurricanes (Category 3 and above) from June 1 – November 30. Damage is estimated at \$16.1 billion. With eight hurricanes in the Atlantic Basin from August 9 – September 29, a first in 124 years, 2017 is already among the top ten most active in history and the first to experience three Category 4 hurricanes (Harvey, Irma and Maria) in a single year. This year is expected to tally as one of the costliest ever registered for natural disasters with a preliminary total of more than \$186.8 billion.

Under these conditions, building safer, stronger, more resilient housing is paramount to the City of Columbia's long term viability and growth. In an article published on Huduser.gov, Lawrence Vale, MIT, suggests that cities cannot demonstrate the capacity for resilience unless it is rooted in the provision of affordable housing to the least advantaged residents. Disasters compound pre-existing inequality because low income groups typically have no safety net. Based upon the reallocation strategy proposed in this Action Plan Amendment, 64% of CDBG-DR funding will be provided to construct, rehabilitate, and reconstruct more resilient housing. The following three main programs prioritize the recovery needs of the City's most vulnerable populations:

Multifamily Affordable Housing Fund

The ~~proposed~~ Multifamily Affordable Housing Fund will provide energy efficient, environmentally sensitive, attractive housing that creates access to educational and employment opportunities, connects residents to social systems and resources, and promotes the health and wellbeing of all its residents, particularly the least advantaged. The City will use CDBG Disaster Recovery funds to finance the acquisition and demolition of vacant land, new construction of rental housing or homebuyer properties, and/or reconstruction of damaged units on the same lot in one of its ~~nine~~ **eight** neighborhood revitalization areas, thus extending its long-term vision for a healthy, vital community. Eligible project costs include construction, demolition, site improvements, engineering and other professional services, environmental review and relocation services. Any tenants displaced by the October 2015 Flood will receive first priority for these rental units.

Columbia Homeowner Assistance Program (CHAP)

Many homeowners in Columbia did not wait for federal assistance to make storm damage repairs. In particular, homeowners with major and severe damage appear to have found the means to rehabilitate on their own or found other assistance, some through volunteer organizations. Collectively, United Way and the flood recovery partners have repaired more than 200 homes in the Midlands, work made possible by generous donors and volunteers and the support of the Columbia community. Currently, there are ~~15~~ 44 eligible homeowners in CHAP. Based on current damage assessments, we expect to serve approximately ~~50~~ homeowners in this program.

Small Rental Repair Program (SRRP)

Based on preliminary damage assessments the City ~~is proposing a~~ decreased ~~in~~ the funding cap from \$150,000 to \$100,000 per property and reduced the number of years for maintaining affordable rates from three years to two years to attract more landlords to participate in the Small Rental Repair Program. Repairs will include work to address compliance with City building codes and Housing ~~Quality~~ Standards, environmental remediation, energy efficiency, and Green Building ~~improvements when feasible standards~~, making the units more resistant to future storms. We anticipate most repairs will cost between \$25,000 and \$50,000 per unit not including the cost of environmental remediation, allowing us serve approximately 50 properties. ~~Documentation of storm damage is required.~~ Tenants displaced by the storm will be accommodated first in restored units.

Minor Repair Program (MRP)

The Minor Repair Program provides funding up to \$25,000 to repair rain/flood damages as well as work related to environmental remediation, energy efficiency, Green Building improvements, ~~and repairs necessary to bring dwellings up to the International Property Maintenance necessary to provide decent, safe and sanitary conditions and meet the International Property Maintenance Residential Code and Disaster Recovery~~ Housing ~~Quality~~ Standards, thus ensuring these housing units are more resilient to future natural hazards. As our housing inspectors begin to assess damages across all programs, we are finding that many applicants to MRP actually have more severe damage than expected, usually as a result of the amount of time the properties have gone untouched. Applicants who have more than \$25,000 in damage and meet the income eligibility requirements of CHAP, will be moved into that program. The City is proposing an increase in funding of \$2,554,070 to serve more low and moderate income households, giving the elderly, disabled, and female headed households with children first priority.

In addition to these programs, the City will ensure that the needs of the following populations are met through continued collaboration and prioritizing the unmet needs of vulnerable populations.

6.3.7.1 Transitional Housing, Permanent Supportive Housing, and Housing for the Homeless

The City currently participates in the Greater Columbia Community Relations Council to identify and address fair housing issues and meets quarterly with the Columbia Housing Authority and the United Way of the Midlands to address community housing issues and disaster recovery initiatives, and review ordinances and regulations that may pose a barrier to affordable housing for at-risk populations. The city will continue this collaborative effort and will address any recovery needs identified.

6.3.7.2 Prevention of Low-Income Individuals and Families with Children from Becoming Homeless

The City's current recovery strategy maximizes assistance to low-to-moderate income households. At this time, it is anticipated that all LMI households will be provided the opportunity for assistance in the most impacted areas. In addition, female headed households with children will be prioritized for assistance in all housing programs.

6.3.7.3 Special Needs of Persons Who Require Supportive Housing

The Community Development Department uses HOME Investment Partnership (HOME) and Housing Opportunities for Persons With Aids (HOPWA) funds to further assist our vulnerable population. Our stakeholders consist of Community Housing Development Organizations (CHDO) and sub-recipients that provide housing vouchers, short term rental assistance, mortgage and utility assistance. HOME dollars also provide creative financing alternatives for low-to-moderate income families interested in homeownership. Programs also are funded using CDBG Entitlement allocations to support small businesses and create economic and job opportunities for special needs and vulnerable populations.

6.3.7.4 Planning Decisions That May Affect Racial, Ethnic, and Low Income Concentrations

During the development of the Action Plan, the city assessed the impact of the flood event on ethnic, racial, elderly, and low income populations. This assessment was conducted by reviewing 2010 Census Tract information for the areas with highest concentrations of *Major* and *Severe* damages in Lake Katherine, Central and Lower Gills Creek, Wildcat Creek and Penn Branch. Tables 27, 28, and 29 below show the breakdown of these populations in relation to the Census Tracts most impacted by the flood.

Table 27: 2010 Census Tract Data for the Most Impacted Areas

Location	Census Tract	Total Pop	Non-Hispanic		Hispanic	
			Pop	%	Pop	%
Lake Katherine	Census Tract Number 24	3,905	3,689	94%	216	6%
Central & Lower Gills Creek	Census Tract Number 26.04	1,697	1,518	89%	179	11%
Wildcat Creek	Census Tract Number 115.01	10,945	9,257	85%	1,688	15%
Penn Branch	Census Tract Number 12	1,820	1,800	99%	20	1%
Total		18,367	16,264	89%	2,103	11%

Source: 2010 Census

Table 28: 2010 Census Tract Data for the Most Impacted Areas (Continued)

Location	Total Pop	White Pop	African American Pop	Asian Pop	AIAN Pop	NHPI Pop	Other Pop	2 or More Pop
Lake Katherine	3,905	3,500 (90%)	207 (5%)	40 (1%)	3 (0%)	3 (0%)	112 (3%)	40 (1%)
Central & Lower Gills Creek	1,697	534 (31%)	979 (58%)	27 (2%)	4 (0%)	0 (0%)	96 (6%)	57 (3%)
Wildcat Creek	10,945	6,890 (63%)	2,448 (22%)	437 (4%)	120 (1%)	84 (1%)	424 (4%)	542 (5%)
Penn Branch	1,820	1,643 (90%)	140 (8%)	8 (0%)	6 (0%)	0 (0%)	5 (0%)	18 (1%)
Total	18,367	12,567 (68%)	3,774 (21%)	512 (3%)	133 (1%)	87 (0%)	637 (3%)	657 (4%)

Source: 2010 Census

Table 29: 2010 Census Tract Data for the Most Impacted Areas (Continued)

Location	Census Tract	Total Pop	Elderly (65+)	
			Population	%
Lake Katherine	Census Tract Number 24	3,905	694	18%
Central & Lower Gills Creek	Census Tract Number 26.04	1,697	92	5%
Wildcat Creek	Census Tract Number 115.01	10,945	0	0%
Penn Branch	Census Tract Number 12	1,820	222	12%
Total		18,367	1,008	5%

Source: 2010 Census

Overall, 2010 Census Tract information for impacted areas demonstrates that the population residing in housing most damaged by the flood were Non-Hispanic (89%), White (68%), and under the age of 65 (96%). However, the only exception is the disproportionate impact to the African American households in Central and Lower Gills Creek areas. In these areas, 2010 Census Data shows that 58% of the population is African American which is significantly higher than all other concentrated areas of FEMA *Major* and *Severe* damage. Self-reported income data for Central and Lower Gills Creek also shows that there are a higher number of low income rental households that could be potentially be displaced by buyout or rehabilitation activities.

As can be seen by the city's allocation strategy, planning for the recovery needs of the most vulnerable households in all areas damaged by the flood has been a priority for the City of Columbia. For this reason, program documents have been and will continue to be translated into Spanish for Hispanic and other households that do not speak English as their primary language. In addition, the city has allocated 70% of all funding for the restoration of low-to-moderate income households in order to minimize displacement and prevent homelessness.

6.3.8 Minimize or Address Displacement (Uniform Relocation and Real Property Acquisition Act or URA)

The City of Columbia will minimize displacement of persons or entities as a result of the implementation of CDBG-DR projects by ensuring that all CDBG-DR programs are administered in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA) of 1970, as amended (49 CFR Part 24) and the implementing regulations at 24 CFR Part 570.496(a). All tenants permanently displaced by CDBG-DR project activities will be provided relocation benefits in accordance with URA requirements. **The Maximum Replacement Housing Payment for displaced 90-day residential tenants has increased from \$5,250 to \$7,200 [42 U.S.C. 4624(a)].**

The City's CDBG Disaster Recovery housing programs may result in temporary household displacement. To comply with the URA, the City has developed policies and procedures covering all probable types of relocation assistance that may be necessary in accomplishing disaster related housing rehabilitation activities. Consistent with the goals and objectives of the URA, the City will take the following steps to minimize the direct and indirect displacement of persons from their homes:

- Evaluate housing codes and rehabilitation standards and code enforcement in reinvestment areas to prevent undue financial burden on established owners and tenants.
- Stage rehabilitation of apartment units to allow tenants to remain in the building/complex during and after the rehabilitation, working with empty units first.
- Assist persons who must be relocated temporarily during rehabilitation in finding suitable living arrangements.
- Establish counseling centers to provide homeowners and tenants with information on services available to help them.
- Where feasible, give priority to rehabilitation of housing, as opposed to demolition, to avoid displacement.
- If feasible, demolish or convert only dwelling units that are not occupied or structures that have not been used for residential purposes.
- Target only those properties deemed essential to the success of the project.

CDBG Disaster Recovery case managers will assess the household needs of those being temporarily **or permanently (12 months or more)** displaced and provide housing advisory assistance and referrals to community resources. Case managers will first identify and inspect available rental units to ensure they meet **decent, safe and sanitary conditions. Housing Quality Standards (HQS)**. If the displaced household identifies their own temporary unit, the case manager will inspect the unit to ensure that it meets **housing guidelines HQS**, is reasonably priced, and accommodates the needs of the household.

URA assistance must be determined to be reasonable and necessary according to established policies. Payments will be made to the member of the displaced household responsible for paying the appropriate authority in a timely and efficient manner. Eligible expenses include moving expenses, meals, storage, and the difference between the rent at the temporary unit and

permanent unit. Displaced households will be encouraged to temporarily relocate with friends or family. One half of Fair Market Rent (FMR) will be offered to friends and family who agree to temporarily house displaced households to offset costs associated with increased usage of electricity, water, etc.

6.3.9 Program Income

As an entity that receives CDBG Entitlement funding, the City of Columbia understands that when implementing certain activities with CDBG-DR funds, there is potential for generating program income. All program income generated by CDBG-DR funds will be accounted for and expended in accordance with HUD regulations and current program income procedures. Program Income will continue to be spent on projects that further recovery in areas impacted by the October 2015 flood event. These funds will continue to be considered Disaster Recovery funds and will be subject to all CDBG-DR regulations and eligible activities. Any program income generated will be governed by the program income guidance provided in the regulations at 24 CFR 570.489(e) and 24 CFR 85.25 and all applicable waivers.

6.3.10 Monitoring Standards and Procedures

In accordance with Federal Register Vol. 81, No. 117 (Notice), the City of Columbia must have adequate procedures to effectively monitor and manage funds that are disbursed to sub-recipients and/or individual applicants. In addition, the Notice requires that the City has policies in place to address fraud, waste, and abuse. As described in the City's *CDBG-DR Risk Assessment*, the following procedures have been developed.

The City is developing a comprehensive Quality Assurance/Quality Control Plan (QA/QC) governing all CDBG-Disaster Recovery **single family housing** programs to ensure compliance with federal regulations, complete and accurate project files, and accuracy of program calculations and benefits. **(Infrastructure, economic development, and multi-family housing will be monitored using program policies and procedures and the CDBG DR Monitoring Plan.) The Internal Auditor also is developing a program level monitoring strategy to ensure program compliance, which will ~~The Plan also~~ identify issues relating to compliance with HUD regulations, implementation of best practices for disaster recovery, ensuring quality design and construction, and maintaining integrity and public confidence in the program and include the following areas of review:**

- Applicant Intake Documentation & Prioritization for Assistance
- Eligibility and National Objective Determination
- Duplication of Benefit (DOB) analysis
- Calculation of Applicant Grant Awards
- Environmental Clearance (Tier II and Section 106 review)
- Project scoping in relation to Minimum Program Standards (MPS) for construction and environmental remediation activities (LBP and asbestos)
- Construction (field monitoring and cost reasonableness)
- Uniform Relocation Act (URA) compliance
- Close out

6.3.10.1 Sub-recipient Monitoring Plan

The City of Columbia Community Development Department will use its existing risk based monitoring strategy to monitor the program activities and performance of sub-recipients. This monitoring strategy includes a process to conduct a risk analysis in order to determine the level of monitoring that will be conducted. High risk sub-recipients, project sponsors, and CHDOs are monitored onsite in the same fiscal year in which the risk analysis is conducted. In addition to onsite visits, the City undertakes annual remote or desktop monitoring for all sub-recipients, project sponsors and CHDOs. Remote or desktop monitoring is conducted by evaluating various in-house materials such as: applications for funding, written agreements, reimbursement requests, progress reports, drawdown reports, previous monitoring determinations and audits. This monitoring process allows the City to better track program progress and provide technical assistance as needed.

The following positions are responsible for monitoring the various program areas:

Table 30: Monitoring Staff

Staff Position	Program Areas
Internal Auditor	Citywide programs including Disaster Recovery
Community Development Administrator	CDBG, HOME, HOPWA
Compliance Specialist	CDBG Disaster Recovery QA/QC
CD Compliance Specialist	CDBG, HOPWA, Labor Standards, Sec. 3/MBE/WBE URA
CD Compliance Specialist	CDBG, HOME, Fair Housing, Lead-Based Paint, ERR
Sr. Loan Officer/HOME Coordinator	HOME/CHDO
CD Coordinator	Financials
CD Facilities Manager	Construction Management

Due to the receipt of CDBG-DR funds, the City anticipates that this staff will be expanded to monitor additional sub-recipients and individual applicants. This staffing adjustment has been included in the *City of Columbia CDBG-DR Pre-Award Implementation Plan*.

In addition to the City of Columbia Monitoring Strategy, the City also issues sub-recipients a Grant Administration Manual that provides sub-recipients with in-depth review of the City's monitoring process and the documentation required for a monitoring visit. Supplemental to onsite or desktop reviews, the City also requires sub-recipients to submit a monthly report detailing the implementation and administration of the activity or program. The monthly programmatic report includes the following:

- Progress in meeting stated goals and objectives;
- Changes in staff or Board of Directors;

- Problems encountered and steps taken to resolve them;
- Other general information as appropriate;
- *A Monthly Subrecipient Client Summary*, which captures the income, ethnicity, and household status of clients receiving CDBG-funded assistance within the reporting period.

Monthly programmatic reports are due in the City Community Development office by the fifteenth (15th) working day of the month following the month when services were provided. In addition to the programmatic reports, sub-recipients are also required to submit a monthly report concerning the financial and accounting status of the activity or program which includes the following:

- Summary of all disbursements of CDBG funds.
- Summary of all requests for reimbursement of CDBG funds.
- Report on percentage of CDBG funds expended and remaining by cost category.
- This report is also due in the City Community Development office by the fifteenth (15th) working day of the month following the month when services were provided.

Based on monitoring results, reporting, and other criteria, Community Development staff may meet with sub-recipients whose performance does not appear to be sufficient to meet the goals and achievements as outlined in the agreement. An on-site visit may occur to discuss the service activity shortfall. On-site monitoring visits may also be conducted in order to ascertain that eligible clients for whom the program was intended are being served and that in the event of an audit, the required client information is being maintained.

Based on the information received from the sub-recipient, Community Development staff submits monthly reports on sub-recipient goals and progress to City Management. Staff may recommend corrective action to be taken should other efforts at obtaining compliance be ineffective.

6.3.10.2 Applicant Monitoring

To minimize the misappropriation of or misuse of CDBG-DR funds and reduce the likelihood of applicant fraud, the City will require individual applicants to sign certifications at the application and grant agreement phases of the program. Certifications will require that individual applicants acknowledge and certify that:

- Information provided in the application for assistance is complete and accurate.
- Reported damages or losses are caused as a result of the declared disaster.
- All funding for assistance received as a result of the disaster has been disclosed.
- They acknowledge and understand that Duplication of Benefits (DOB) is not allowed by federal regulations and agree to subrogation of any additional funding received for the same purpose.
- The damaged residence is their primary (not secondary) home, if applicable.
- Collusion with or kickbacks from program contractors is not allowed.
- They have no conflict of interest with City officials, sub-recipients (if applicable), or program contractors.
- There is potential repayment (**recapture**) of funding or prosecution for making false, misleading, and/or incomplete statements and/or documentation.

In addition to signing the above notarized statements, the City and sub-recipients shall develop monitoring plans for each program to ensure that the applicants are in compliance with the terms of their grant agreement and covenant (if applicable). The City's Community Development Department will be responsible for reviewing and approving sub-recipient monitoring plans and reports, as necessary. Compliance and monitoring plans and reports will be made available to HUD upon request.

6.3.10.3 Internal Auditor

In conjunction with the administration and oversight of CDBG-DR funding, the City of Columbia ~~will~~**has** hired an independent, internal auditor who ~~will~~ reports directly to the City Manager. The role of the internal auditor will be to conduct internal monitoring/audits of city administered CDBG-DR programs as directed. The auditor will also be responsible for the coordination and response to external audits or monitoring by city, state, and federal agencies. In addition, the auditor will be responsible for the detection and prevention of fraud, waste, and abuse in city and sub-recipient administered programs as well as coordinating allegations of fraud with city, state, and federal law enforcement agencies. This responsibility includes the presentation of cases to HUD OIG and/or U.S. Attorney's office for prosecution if necessary. This staffing adjustment has been included in the *City of Columbia CDBG-DR Pre-Award Implementation Plan*.

6.3.10.4 Anti-Fraud Waste and Abuse

In order to minimize fraud, waste, and abuse in all CDBG-DR programs, the city's internal auditor will develop procedures related to the identification of fraud and establish a process to disclose alleged fraudulent activities. In addition, the city's internal auditor will require the acknowledgement and acceptance of these policies and procedures by staff, contractors and sub-recipients. In conjunction with the internal auditor, the Community Development Department will require each sub-recipient to demonstrate that they have procedures and/or systems in place to identify and report potential fraud, waste and abuse in their CDBG-DR program(s) prior to the release of funds. If suspected fraud is identified, sub-recipients will be required to immediately report the information to the City of Columbia City Manager or Internal Auditor. The City will in turn refer the matter to the HUD Office of Inspector General (HUD OIG) and other law enforcement agencies where appropriate.

In concert with the HUD OIG and other law enforcement agencies, the City will take appropriate measures to address such allegations as the circumstances dictate. In the event that the city has actual knowledge of a misappropriation of funds or assets, the matter will additionally be referred to the applicable office of district attorney and/or office of the state Inspector General, if not already notified. In addition, the city will conduct regular monitoring of sub-recipients and will report any potential fraud, waste and abuse to these same law enforcement agencies.

It is important to note that Conflict of Interest statements are included in the City of Columbia Personnel Policies and all sub-recipient grant agreements. These statements mandate that no person who exercises or has exercised any functions or responsibilities with CDBG-DR activities shall obtain a financial interest of benefit from any CDBG-DR project or program. The city will only consider an exception to these provisions after the sub-recipient has: 1) disclosed the full nature of the conflict and submitted documentation

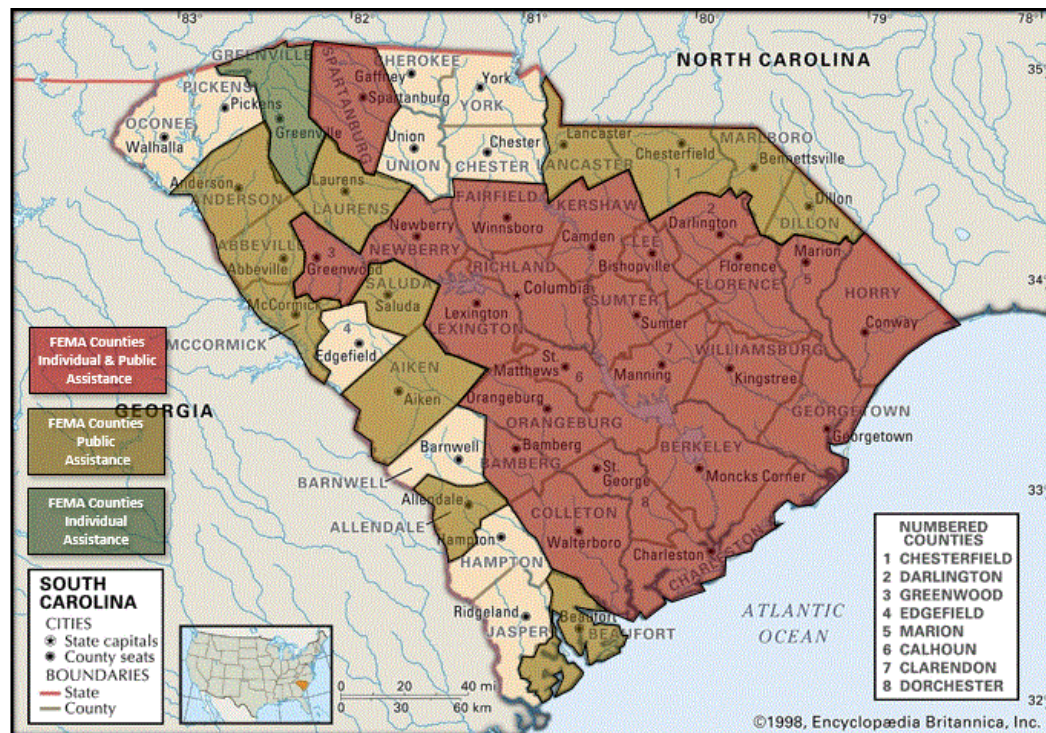
that the disclosure has been made public and 2) provided a legal opinion stating that there is no violation of city, state, or federal law if the exception is granted.

In addition to grant agreements and contracts, individual program CDBG-DR staff, sub-recipient staff, program applicants, and contractors/contracted staff will be required to sign a disclosure form regarding potential conflicts of interest as they relate to the city (staff, elected officials, etc.), program contractors, sub-recipients, and applicants. For CDBG-DR program staff, sub-recipients, and contractors, the disclosure forms will be signed as a part of on-boarding activities prior to performing any CDBG-DR program functions. Individual applicants for CDBG-DR assistance must also fill out and sign the disclosure forms as a part of the application intake process.

In addition, the City of Columbia CDBG-DR Recovery Website will have the phone number of city and federal law enforcement agencies in order for external parties to report allegations of fraud.

7. Location, Mitigation Measures, Use of Urgent Need

As shown in the figure below, the City of Columbia is located in Richland County which is included as part of the presidential declaration for DR-4241. As such, the City of Columbia has received its own allocation of ~~\$19,989,000 million~~ \$26,155,000 in funding from HUD to address unmet recovery needs in the City. In order to be eligible for CDBG-DR assistance, damaged properties or businesses must be located within city limits.



In order to minimize the amount of damage from future hazards, the City of Columbia is committed to elevating new and existing structures in accordance with the city's floodplain ordinance. Also, the city will implement Green Building standards as required by HUD's Federal Register Notice. The City of Columbia evaluated the FEMA Programmatic Agreement (PA) and Addendum to streamline the environmental clearance process and signed the FEMA Addendum on March 2, 2017. Additional mitigation and/or treatment measures will be incorporated into the City's disaster recovery process and CDBG-DR budget as necessary.

In accordance with this allocation, the City of Columbia recognizes that the use of the *Urgent Need* National Objective is waived for CDBG-DR grants until 24 months after HUD obligates funding to the City. While the City is committed to prioritizing assistance to low-to-moderate income applicants, there are several programs that will require the use of the *Urgent Need* National Objective in order to meet the unmet recovery needs of non-LMI households and businesses. In all cases, CDBG-DR funding will be limited to the most impacted and distressed households and businesses. These needs are outlined in the City's unmet needs assessment and are reflected in the program designs contained in ~~this~~ Action Plan Amendment #1.

8.0 Clarity of Plan and Citizen Participation

8.1 Citizen Participation Plan

In compliance with HUD requirements and community expectations, the City of Columbia has developed a Citizen Participation Plan specifically for CDBG-DR programs resulting from the October 2015 flood event. The goal of the Citizen Participation Plan is to provide meaningful and inclusive opportunities for citizen involvement in the planning, development, and administration of all CDBG-DR programs whether administered by the city or sub-recipients.

During the development of this Action Plan and for any substantial amendments, citizens, applicants, and other stakeholders have and will be given an opportunity for reasonable and timely access to information and a minimum of 14 days to submit comments relating to the allocations of CDBG-DR funding, program design and eligible activities, and any modifications to the original Action Plan. In addition to receiving citizens' comments on the initial CDBG-DR Action Plan, the city held two outreach events during the development of the action plan and one additional outreach during the public comment period. These outreach events were held to inform the public of the funding process and solicit input regarding the recovery needs of the community. Significant efforts were made to notify the public and generate participation as described in section [8.3, Action Plan Opportunities for Public Engagement](#), below. These types of outreach efforts will be continued as recovery needs evolve and program activities are modified to respond to these changes.

The City hosted a public meeting September 14, 2017 at Earlewood Park to introduce the Action Plan Amendment program modifications and budget reallocations and solicit public comments. A notice published in *The State* on September 3, 2017 informed citizens of the meeting and how to register comments. The public comment period ended September 29th after receiving only four comments. On October 17, 2017 the Community Development Director presented an overview of this Action Plan Amendment and responded to comments from the City Council and general public. Subsequently, the City published a second notice on October 18, 2017 announcing an extended public comment period from October 18 - November 1, 2017.

On November 9, 2017, the date Action Plan Amendment #1 was submitted to HUD, the City received a notice of award for HMGP applications 269 and 270. In the interest of leveraging all potential funding sources, the City is requesting that \$2 million in CDBG funding previously allocated to the Columbia Buyout Program (CBP) be transferred to the FEMA HMGP Match program. A Public Notice describing these changes was published in *The State* on January 11, 2018. No comments were received during the 14 day comment period from January 11 through January 25, 2018.

The City's initial Action Plan and subsequent amendments will be posted to the City of Columbia CDBG-DR website in both English and Spanish in accessible formats. Public notices regarding the Action Plan Amendment and subsequent notices will be posted in *The State* newspaper and placed in a prominent location on the city's main website along with a hyperlink for the City's CDBG-DR website. The CDBG-DR website also displays an announcement on its home page with a hyperlink to the Action Plan (or amendment). In addition to accepting public comments via more traditional methods (email, mail, and fax) the city's CDBG-DR website is enabled to receive public comments. All comments and city responses will be incorporated into the Action Plan or Action Plan amendment for HUD review. Comments related to similar topics will be aggregated as necessary.

Citizens with disabilities or those who need technical assistance or reasonable accommodations will be encouraged to contact the City of Columbia Human Resources Employee Relations Officer/ADA Coordinator, Gardner Johnson for assistance, at:

- Phone: 803-545-4625
- Email: gljohnson@columbiasc.net
- Mail: 1225 Lady Street, P.O. Box 147, Columbia, SC 29217

Supplemental to the posting of the Action Plan and subsequent amendments on the city's CDBG-DR website, the following will be posted and updated consistently updated to promote transparency and provide the latest available information on the city's recovery efforts:

- Program Policies and Documents
- DRGR QPR Reports
- Program Performance Reports
- Procurement Policies and Opportunities
- CDBG-DR Contracts and Status Reports

8.2 Citizen Grievances or Complaints

It is the policy of the City of Columbia to review all complaints received. Citizens have an opportunity to register comments or complaints by email, letter, telephone, or in person. Written complaints will be referred to the appropriate administrator for response. A written response will be made within 15 ~~working~~ days of receipt of complaint. A copy of the written complaint and response ~~will be maintained in the appropriate applicant file as well as the central repository.~~ ~~by the Community Development Department.~~ Complaints concerning the general administration of the CDBG Disaster Recovery Program may be submitted to:

Columbia CDBG Disaster Recovery Program
Community Development Department
1225 Lady Street, Suite 102
PO Box 147
Columbia, SC 29201
CityRecoveryDR@columbiasc.net
803-545-4668

The following procedures will be followed on all complaints ~~that cannot be resolved by the Disaster Recovery Manager and require additional peer review where received by the CDBG Disaster Recovery Manager, Columbia Community Development Department.~~ The initial complaint may be expressed orally or in writing.

- The CDBG Disaster Recovery Manager will notify the Director of Community Development of the complaint, investigate the complaint, ~~and respond in writing within 15 days.~~
- ~~If the complainant requests a peer review, report the original findings will be reported~~ to the Grievance Committee within eight (8) business days.
- The Grievance Committee will notify the complainant in writing of its findings within seven (7) business days.
- If the complainant disagrees with the Grievance Committee's findings, he/she must notify the CDBG Disaster Recovery Manager in writing that he/she desires a hearing by the Grievance Committee for review and reconsideration. The CDBG Disaster Recovery Manager will notify the complainant in writing of the hearing date.

- The complainant must bring all relevant data, witnesses, etc., to the hearing. The Director of Community Development will address the complaint and within fifteen (15) days forward to the complainant a certified copy of the decision rendered.

During the application intake process, applicants will be provided with the City's Grievance Procedures which contain a point of contact, street address, and telephone number along with timeframes for filing a grievance. As a part of this process, applicants will be required to sign a receipt that they acknowledge and understand the grievance/complaint process. The City (and sub-recipients, if applicable) will provide a written response to each inquiry within 15 calendar days of receiving the complaint, as practicable. All citizen or applicant grievances shall be appropriately logged and filed in a central repository for HUD review and monitoring. Additionally, a copy of the grievance and response will be filed/uploaded to the applicant's file. In the case that the grievance has been forwarded to the city by HUD, the City's (and/or sub-recipient's) response to the grievance shall be copied to HUD and emailed to HUD's designed DR email address.

Upon request, non-applicants or otherwise affected citizens will be provided a copy of the city's CDBG-DR Grievance Procedures for review and filing a grievance regarding CDBG-DR programs. Citizen grievances/complaints will be processed in the same manner as program applicants. Responses will be issued by the City within 15 calendar days, logged, and filed in the same central repository for the applicable program.

As part of its grievance procedures, the City has established a Grievance Committee comprised of ~~three~~ **two** members of the Citizens Advisory Committee and the CDBG Disaster Recovery Manager. The Committee provides a means to respond to the concerns of CDBG Disaster Recovery Program applicants or the general public relating to Disaster Recovery activities, rules and decisions. The grievance process provides a way for an applicant's concern to be heard and responded to by a committee of peers.

8.3 CDBG-DR Action Plan Opportunities for Public Engagement

As part of the process to develop the City of Columbia CDBG-DR Action Plan, the City has placed a high priority on public engagement. Additionally, recognizing the synergies from working in concert with its peers in Lexington and Richland Counties, the City has sought to combine efforts where appropriate. This has led to a robust engagement process with multiple opportunities to present to, hear from, and otherwise engage the concerned and impacted citizens of the City of Columbia.

The Columbia City Council meets regularly and its meetings are open to the public and broadcast on the internet. In addition to the members of the Council, the larger public is welcomed to asked questions and voice concerns on matters raised in the meetings. Agendas are publicized in advance of the meetings to provide broad notice to the public the items to be discussed. On two separate occasions, the Council and general public were presented the status of progress and the next steps in the development of the CDBG-DR Action Plan. Those meetings were held in the City Council Chambers on June 21 and July 19, 2016.

~~Additionally,~~ In concert with Lexington and Richland Counties, the City of Columbia held a targeted outreach session with area housing service providers on July 22, 2016 at a meeting facility owned by the Columbia Housing Authority. This session allowed each jurisdiction to present preliminary information on its analysis of unmet needs and related CDBG-DR activities. Additionally, the 38 participants were

informed about the overall requirements of the use of CDBG-DR funds and key compliance factors. From this discussion, the City learned that local housing service providers had the necessary resources to recover from the storm damage. Some did express, however, an ongoing concern for families who remained displaced. The City also worked with the Columbia Housing Authority in order to assess unmet recovery needs of this agency and potential program beneficiaries.

Subsequent to this meeting, the City held a session for the broader public with a particular focus on City of Columbia residents and businesses that were impacted by the storm. The session was held on the evening of July 28, 2016 at a City owned community facility meeting room at Edisto Discovery Park, a location near the most heavily impacted areas of the City, and 30 concerned citizens were in attendance. There, the City presented an overview of the CDBG-DR program and the requirements outlined in the Federal Register Notice governing the use of the City's allocation.

Overwhelmingly, participants voiced concerns that their incomes exceeded the limitations to qualify as a Low-to-Moderate Income family. As such, participants believed that the CDBG-DR funded programs would not provide needed relief to repair or elevate their damaged homes or provide buyout assistance to relocate out of a designated floodway. As part of this process, City officials explained they understood the concerns and would make their best efforts to meet all program requirements while addressing the unmet needs of the broader community including non-LMI families with a remaining unmet need.

In accordance with the Public Comment requirements of the City's CDBG-DR allocation, the City has also provided the citizens of Columbia 14 calendar days to review and comment on its Draft CDBG-DR Action Plan. During this 14-day period, the City also held its final outreach session on the evening of August 25, 2016 at the Drew Wellness Center, a centrally located public facility. Supplemental to this event, comments on the plan were accepted by mail, email, fax, or submittal via the city's CDBG-DR flood recovery website. Comments and concerns raised in this session and others have been incorporated in the City's final Action Plan as Exhibit B.

The Action Plan made available to the public included an evaluation of unmet recovery needs based upon best available data, basis for CDBG-DR allocations, budget of proposed CDBG-DR programs including description of eligible activities, and outlines the methods by which the City of Columbia will meet all federal requirements. The initial Action Plan for the city has been made accessible via the city's CDBG-DR flood recovery website in both English and Spanish. The notice for the availability of the Action Plan has also been posted in a prominent location on the city's main website and on the CDBG-DR flood recovery webpage. In addition, the city has provided contact information on the website for any citizen that may request a reasonable accommodation to access the Action Plan or public outreach events pertaining to the development of the city's CDBG-DR Action Plan.

The initial City of Columbia CDBG-DR Action Plan was posted to the City's website on August 19, 2016 with a deadline for public comments ending on September 6, 2016. In addition, a public notice regarding the availability of the plan for review was published in *The State* newspaper, the publication with the widest circulation in the City of Columbia, on August 16, 2016. All public comments received on the plan have been incorporated into the final Action Plan submitted to HUD for review and approval.

As part of its public outreach to potential applicants, the City hosted eight outreach sessions from July 10 – August 2; total attendance was 135. Press Releases were sent to approximately 70 local media organizations and interviews were conducted by several television and radio stations. The Columbia

Public Relations Department issued a press release July 10 announcing the final eight public information sessions. A notice with photos taken at one of the initial public information sessions was posted on YouTube and received 149 views. Program information was posted on City Talk July 14. WISTV posted a notice on its website July 18; ABC Columbia posted notices on its website July 10 and July 30. The Community Development Executive Director and Disaster Recovery Manager appeared on WIS TV August 1 to discuss DR program. PR issued a press release and outreach flyer on August 2 announcing final public information session.

Action Plan Amendment #3 was posted for public comment October 4 through October 19, 2018 on the CDBG DR website and advertised in *The State* newspaper.

8.4 Amendments to the Columbia CDBG-DR Action Plan

As the recovery needs of the Columbia change over time, the City may elect to update its needs assessment, modify or create new activities, or reprogram CDBG-DR funds as necessary. Action Plan Amendments will be memorialized and approved as follows:

8.4.1 Substantial Amendments

The city defines substantial amendments to the Action Plan as those that propose one or more of the following changes to the initial plan:

- A change in the purpose, scope, location or beneficiaries of an activity approved in an Action Plan or subsequent amendment;
- The allocation or re-allocation of more than \$1 million; or
- The addition or deletion of any allowable activity described in the approved plan.

Only those amendments which meet the definition of a substantial amendment are subject to the citizen participation process. Citizens will be provided at least 14 days to review and comment on all substantial Action Plan Amendments. A summary of all comments received and a response to those comments will be included in the final Substantial Amendment submitted to HUD for approval.

8.4.2 Non-Substantial Amendments

The City will notify HUD of all non-substantial Action Plan Amendments in writing for review and comment. If no changes are required, the non-substantial amendment will be posted to the CDBG-DR website.

8.4.3 Submittal of Amendments

A substantial amendment to the Action Plan will follow the same procedures for publication as the original Action Plan in accordance with the City's Citizen Participation Plan. All amendments, both substantial and non-substantial, will be posted on the city's CDBG-DR website. The beginning of every amendment will include a section that identifies the content that is being added, deleted, or changed. In addition, this section will include a revised budget allocation table that reflects the entirety of all funds and will clearly illustrate the movement or reallocation of program funding.

The City's most recent version of the entire Action Plan will be accessible for reviewing as a single document at any given time.

8.5 Risk Analysis Documentation and Pre-Award Implementation Plan

Supplemental to this CDBG-DR Action Plan, the City of Columbia submitted all *Risk Analysis Documentation* to include the *City of Columbia CDBG-DR Pre-Award Implementation Plan* in compliance with PL 114-113 in order to demonstrate sufficient capacity to effectively manage and provide oversight of CDBG-DR funding. Two hard copies and one digital copy of this documentation accompanied with all applicable certifications was submitted to HUD on July 22, 2016. Key aspects of this plan include the following:

8.5.1 Assessing Capacity

The City of Columbia CDBG-DR Pre-Award Implementation Plan assures HUD that the City has conducted an internal assessment of existing capabilities and capacity for the administration of CDBG-Disaster Recovery funding allocated as a result of the October 2015 flood event (PL 114-113). This assessment was conducted in conjunction with the City's Risk Analysis and addresses organizational flexibility and staffing in the following areas to ensure compliance with the Federal Register Notice and HUD regulations:

- Environmental Compliance
- Financial Management
- Procurement and Contract Management
- Information Technology (IT)
- Reporting
- Case Management
- Compliance and Monitoring
- Quality Assurance and Quality Control

8.5.2 Environmental Clearance

The City of Columbia, as the Responsible Entity (RE) has completed its Tier I Environmental Reviews and Request Release of Funds for major and minor rehabilitation of residential, single family units as well as for elevation reimbursement activities. HUD granted an Authorization to Use Grant Funds on August 24, 2017. The City has procured a professional services firm, **ESP Associates**, to conduct Tier 2 Site Specific Reviews for housing rehabilitation activities Categorically Excluded Subject to 58.5. On March 2, 2017, the City adopted South Carolina's FEMA PA and executed an Addendum to expedite Section 106 reviews of CDBG-DR funded projects. The firm selected will include on its staff an architectural historian that meets the Secretary of the Interior's Professional Qualification Standards and has been approved by HUD.

8.5.3 Financial Management

The City of Columbia has completed the *Public Law 114-113 Guide for Review of Financial Management* (the Financial Management Guide) as part its Disaster Recovery Risk Analysis. Based upon this review and the current processes governing its annual allocation of CDBG entitlement funding, it has been determined that the City has established sufficient financial controls to administer CDBG-DR funding. During its review, the Finance Department identified

the need for additional finance staff to adequately track and monitor the obligation and expenditure of CDBG-DR funds. For this reason, the city intends to hire an additional Financial Analyst for the Finance Department to supplement existing staff and coordinate CDBG-DR activities (draw requests, invoices, etc.) with the Community Development Department.

8.5.4 Procedures to Ensure Timely Expenditures of CDBG-DR Funding

In accordance with Federal Register Vol. 81, No. 117 (Notice), the City of Columbia must track and document the timely expenditure of disaster recovery CDBG funding (CDBG-DR) received to recover from the severe storms and flooding resulting from Hurricane Joaquin (DR 4241/3373). In order to ensure expenditure of all CDBG-DR funds within the required six-year period, the City of Columbia must submit projections regarding the obligation and expenditure of all CDBG-DR funds over the life of the award as well as the anticipated outcomes associated with program activities. These projections enable the City of Columbia and the Department of Housing and Urban Development (HUD) to evaluate progress on program activities and ensure recovery efforts are achieved in a timely manner. To achieve these goals, the City has established procedures to implement strict guidelines for all City administered projects and within grant agreements with sub-recipients. In addition, the City will provide technical assistance and support to all sub-recipients as needed so that quarterly goals are met and funds are expended within all deadlines.

8.5.5 Procedures to Effectively Manage CDBG-DR Funds

In accordance with Federal Register Vol. 81, No. 117 (Notice), the City of Columbia must have adequate procedures to effectively monitor and manage funds that are disbursed to sub-recipients and/or individual applicants. In addition, the Notice requires that the City has policies in place to address fraud, waste, and abuse. As part of the Risk Analysis and Pre-Implementation Plan, the city has developed procedures to initiate an internal audit function, conduct monitoring of Sub-Recipients and Applicants, and prevent Fraud, Waste, and Abuse.

8.5.6 Procurement and Contract Management

In preparation for CDBG-Disaster Recovery funding, the City evaluated its procurement processes and procedures to ensure compliance with 2 CFR 200 through 200.326. As a result, the City has developed and adopted the CDBG-DR Procurement Guide (see *Risk Analysis Attachment C-1*) to ensure compliance with 2 CFR Part 200. In conjunction with this review, the Procurement Department also evaluated its capacity to ensure sufficient staffing for Disaster Recovery procurement and contract administration activities. As a result, the department has realigned existing staff and filled all necessary positions to assume new Disaster Recovery responsibilities. A revised Procurement Policies and Procedures is included in this Action Plan Amendment at Exhibit F.

8.5.7 Information Technology (IT)

The City's Program Management contractor developed a system to track all applications and report on CDBG-DR program status, expenditures, performance measures and demographics. A separate Sharepoint system has been developed to retain program documentation and become the repository for the auditable files.

8.5.8 Reporting

The Community Development Department will designate an existing or new staff person to serve as the Disaster Recovery Grant Reporting (DRGR) Reporting Analyst, who will be responsible for entering complete, accurate program information into HUD's DRGR System, submitting Quarterly Performance Reports (QPR), and uploading the QPR to the city's website within three days of submittal to HUD. The Reporting Analyst will also develop and monitor CDBG-Disaster Recovery expenditures and program performance using HUD's *CDBG DR Grantee Projections for Expenditures and Outcomes* template.

8.5.9 Procedures to Maintain a Comprehensive Website

In accordance with Federal Register Vol. 81, No. 117 (Notice), the City of Columbia must have adequate procedures to maintain a comprehensive website regarding all disaster recovery activities. Prior to the issuance of the Notice, the City of Columbia established a separate webpage for the flood recovery at <http://columbiasc.gov/flood>. To date, this website has been used to report the status of FEMA DR 4241 flood recovery projects and other general information for the public. As a result of CDBG-DR funds being appropriated, the city has created a separate CDBG-DR website <http://dr.columbiasc.gov/> to conform to the requirements in the Notice. The City's CDBG-DR webpage will also be updated on a regular basis in accordance with established procedures and standards so that it will contain links to information regarding the use and management of grant funds, links to all action plans and action plan amendments, performance reports, citizen participation notices, and program information for activities described in the action plan, including details of all contracts and ongoing procurement policies.

8.5.10 Case Management

In accordance with Federal Register Vol. 81, No. 117 (Notice), the City of Columbia must establish adequate procedures to facilitate effective communication to individual applicants and keep them well informed on the status of their application for disaster recovery assistance. The City has implemented a robust case management approach for individual applicants, who are assigned a Case Manager that remains connected to that household from intake through closeout, acting as a liaison with housing inspectors, environmental personnel, construction contractors, etc. This decision was based upon estimated number of eligible applicants and the qualifications and experience of case management staff.

In conjunction with the Community Development Case Management staff, the City's Section 504 or Special Needs Coordinator will ensure that accessibility requests from disabled applicants are handled appropriately and that in-house visits are conducted with applicants who are unable to access program facilities. The City already has a firm under contract to provide translation services for applicants unable to effectively communicate in English.

8.5.11 Procedures to Ensure Timely Information on Applicant Status

The City of Columbia, in conjunction with sub-recipients if applicable, has customized communication policies and procedures for each housing program involving CDBG-DR funding. Case managers communicate to program applicants via in person meetings, emails, phone calls, and letters during all phases of program activities from applicant intake to close out. All

applications are part of a database designed to track applicant status and demographics. The system automatically generates an email (or letter) to the applicant whenever a change in status or program phase occurs. Case Managers also are required to follow up with an email and/or phone call a minimum of 15 days after the initial meeting and within 15 days of requesting specific documentation. Letters of preliminary eligibility are generated on the date the case manager determines that the application is complete and all documentation has been received. All written correspondence to the applicant must be uploaded into the system of record and/or hard copy file within 24 hours of any notification by regular mail in the applicant's preferred language. Depending upon program type, examples of key program stages may include:

- Applicant Intake
- Application Complete
- Eligibility and Benefit Determination Complete/Notification of Eligibility or Ineligibility
- Environmental Review Complete
- **Damage Assessment and Scope of Work Development**
- **Contractor Bids**
- Grant/Subrogation Agreement Complete
- Construction Contract Executed and Notice to Proceed (if applicable)
- Change Orders (if applicable)
- Construction Complete/Initiation of Warranty Period (if applicable)
- Monitoring review and status (Compliant or Non-Compliant)
- Close out status complete or grant recovery

All applicants are given written grievance procedures at application intake. All applicant grievances shall be documented in a centralized log/repository for each program with a written response provided via regular mail within 15 days. All written correspondence to individual applicants will be uploaded to the system of record and/or placed in hard copy files within 24 hours of mailing. Case Managers will also be required to call to notify the applicant regarding the outcome of their claim and explain that they will receive a response letter via regular mail. The City's Grievance Procedures are described in Section 8.2, Citizen Grievances or Complaints, of this Action Plan Amendment

8.5.12 Duplication of Benefits Analysis

The Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) requires that recipients of federal disaster recovery funding make certain that no "person, business concern or other entity" will receive duplicative assistance'. Because disaster assistance to each person/entity varies widely based on their insurance coverage and eligibility for federal funding, grantees cannot comply with the Stafford Act without first completing a duplication of benefits (DOB) analysis specific to each applicant.

A Duplication of Benefit occurs when:

- A beneficiary receives assistance, and
- The assistance is from multiple sources, and
- The assistance amount exceeds the need for a particular recovery purpose.

As part of the Risk Analysis and Pre-Implementation Plan, the City has developed a plan to implement DOB policies and procedures as well as conduct compliance and monitoring activities. See Exhibit E, Duplication of Benefit Procedures.

8.5.13 Compliance and Monitoring

Due to the complexities of CDBG-Disaster Recovery programs and some outsourcing of key internal controls, proactive compliance and monitoring plans are necessary to ensure that program applicants comply with program requirements and that contractors and subrecipients perform in accordance with their approved contracts and agreements. For this reason, the Community Development Department will hire at least at least two Disaster Recovery Compliance & Monitoring Specialists and two Disaster Recovery Housing Inspectors.

8.5.14 Quality Assurance/Quality Control (QA/QC)

The accuracy of program and benefit calculations are key to the success of CDBG-DR programs. In order to achieve this goal, the City of Columbia will develop a comprehensive QA/QC Plan governing all CDBG-DR programs to ensure complete and accurate project files in compliance with the Federal Register Notice and the City's grant agreement with HUD. The QA/QC Plan, as discussed in Section 6.3.10, Monitoring Standards and Procedures, will identify compliance issues, and monitor implementation of best practices for disaster recovery, quality design and construction; and maintain integrity and public confidence in the program.

8.5.15 Organizational Structure

The City of Columbia is managed by a Council-Manager form of government with the Community Development Department reporting directly to the Assistant City Manager of Operations and Development Services. Several city departments must augment current staffing and capacity to effectively manage diverse programs and the timely expenditure of CDBG-DR funding. A staffing augmentation plan has been created and was based upon the assessments conducted as part of the city's Risk Analysis as well as the areas outlined in this Pre-Award Implementation Plan.

8.6 Summary of Public Comments & Response

As previously stated, the City of Columbia CDBG-DR Action Plan was posted for public comment from August 19, 2016 through September 6, 2016. The plan was posted on the City's CDBG-DR website in English and Spanish. In addition, a public notice was published in *The State* newspaper on August 16, 2016 and posted in a prominent location on the city's homepage. **The public comment period on Action Plan Amendment #3, held from October 4-19, 2018, was advertised in *The State* newspaper and posted on the City's CDBG Disaster Recovery website.**

Comments were accepted via mail, fax, email and the City's CDBG-DR website. A summary of those comments and the City's responses can be found in Exhibit B.

8.7 Certification of Controls, Processes, and Procedures

As directed by Federal Register resulting from the PL. 114-113, the City of Columbia commits to all required certifications as shown on the following pages. In addition, the city has attached a completed and executed Federal form SF-424 signed by the City of Columbia Manager as Exhibit D. Also included in Exhibit D are the completed checklists for the development of the Action Plan and list of Certifications.

9.0 Conclusion

9.1 Complete and Compliant

The City of Columbia has completed all required sections of the CDBG-DR Action Plan and “*Action Plan Checklist for Funds under Public Law 114-113*” in compliance with the Federal Register Notice and Public Law 114-113.

9.2 Pre-Award, Pre-Agreement, and Reimbursement

The City of Columbia has incurred pre-award and pre-agreement costs of approximately \$404,350 for the following planning and program administration activities:

CDBG Risk Analysis and Action Plan Development	\$161,150
Translation Services	\$3,200
DRGR Grant Reporting Training	\$3,100
CDBG-DR Administrative Set-Up	\$225,000
CDBG-DR Program Design	\$3,800
Environmental Services	\$8,100
Total	\$404,350

Upon approval of the City of Columbia Action Plan, the Office of Community Development will also issue an RFQ for environmental services for Tier I and Tier II clearance processes which will include consultation with the State Historic Preservation Office (SHPO). The City will seek reimbursement for these activities once the Request for Release of Funds is approved.

In addition, it should be noted that the City of Columbia is currently consulting with both HUD and FEMA regarding the adoption of the existing FEMA Programmatic Agreement and Addendum in order to streamline the Section 106 process for CDBG-DR programs and individual projects. As part of this on-going process, the city’s proposed Elevation Reimbursement Program may be adjusted to establish certain deadlines related to the reimbursement of elevation activities undertaken as a result of the release of CDBG-DR funding. At this time, elevation reimbursement will not be provided for elevation projects permitted after the one-year anniversary of the flood event.

9.3 Uniform Relocation Act Clarification

A demonstrable hardship is a substantial change in an Applicant's situation that prohibits or severely affects their ability to provide a minimal standard of living or the basic necessities of life including food, housing, clothing, and transportation without causing economic distress well beyond mere inconvenience as shown by objective evidence. A demonstrable hardship must have occurred after the October 2015 flood event. In addition, any demonstrable hardship must be of a severe, involuntary, and unexpected nature. It must not be one that is generally shared by other Applicants affected flood. Examples of a demonstrable hardships may include job loss, failure of a business, divorce, severe medical illness, injury, death of a family member or spouse, unexpected and extraordinary medical bills, disability, substantial income reduction, unusual and excessive amount of debt due to a natural disaster, etc. None of the listed examples above, individually or taken together, automatically establish a demonstrable hardship nor is

the listing above exhaustive as there may be other factors relevant to the issue of demonstrable hardship in a particular case.

The City of Columbia will define “demonstrable hardship” and “not suitable for rehabilitation” as they relate to recovery programs in the policies and procedures associated with the use of the City’s CDBG-DR funds as they relate to each particular program.

9.4 Deadlines

Included as part of the City’s Action Plan is the “*City of Columbia Expenditure and Outcome Timeline*” (Exhibit C). This timeline demonstrates the City’s plan to initiate CDBG-DR programs, carry out program activities, and achieve program close out within the HUD prescribed 6-year timeline. While the city fully understands and will comply with the requirement to draw down funds no later than 180 days after the effective date of the Federal Register Notice, which is December 19, 2016, the submitted timeline starts on January 1, 2017.

9.5 Most Impacted and Distressed

As discussed in previous sections of the Action Plan, the City of Columbia is located in Richland County which is included as part of the presidential declaration for DR-4241. As such, the City of Columbia has received its own allocation of \$19,989,000 million in funding from HUD to address unmet recovery needs in the city. In order to be eligible for CDBG-DR assistance, damaged properties or businesses must be located within city limits. Also, it should be noted that the areas most impacted in the City (Lake Katherine, Central and Lower Gills Creek, Wildcat Creek and Penn Branch) have been prioritized for assistance with CDBG-DR funds.

9.6 City Approval

The City of Columbia CDBG-DR Action Plan was submitted for review and approval of the Columbia City Council on September 6, 2016. Action Plan Amendment #1 was submitted for review and approval by the City Council on October 17, 2017. **Action Plan Amendment #3 was submitted for Council review and approval October 16, 2018.**

8. Appendix

Exhibit A – Certification of Controls, Processes, and Procedures



City of Columbia CDBG-DR Certifications

- a. The City of Columbia certifies that it has in effect and is following a residential anti-displacement and relocation assistance plan in connection with any activity assisted with funding under the CDBG program.
- b. The City of Columbia certifies its compliance with restrictions on lobbying required by 24 CFR part 87, together with disclosure forms, if required by part 87.
- c. The City of Columbia certifies that the action plan for Disaster Recovery is authorized under State and local law (as applicable) and that the city, and any entity or entities designated by the city, subrecipient, or designated public agency carrying out an activity with CDBG-DR funds, possess(es) the legal authority to carry out the program for which it is seeking funding, in accordance with applicable HUD regulations and this notice. The city certifies that activities to be undertaken with funds under this notice are consistent with the approved Action Plan.
- d. The City of Columbia certifies that it will comply with the acquisition and relocation requirements of the URA, as amended, and implementing regulations at 49 CFR part 24, except where waivers or alternative requirements are provided for in this notice.
- e. The City of Columbia certifies that it will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulations at 24 CFR part 135.
- f. The City of Columbia certifies that it is following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105 or 91.115, as applicable (except as provided for in notices providing waivers and alternative requirements for this grant). Also, each subrecipient carrying out CDBG-DR programs on behalf of the city must follow the approved citizen participation plan that satisfies the requirements of 24 CFR 570.486 (except as provided for in notices providing waivers and alternative requirements for this grant).
- g. The City of Columbia certifies that it is complying with each of the following criteria:
 1. Funds will be used solely for necessary expenses related to disaster relief, long-term recovery, restoration of infrastructure and housing, and economic revitalization in the most impacted and distressed areas for which the President declared a major disaster in 2015 pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5121 *et seq.*) related consequences of Hurricane Joaquin and adjacent storm systems, Hurricane Patricia, and other flood events.

2. With respect to activities expected to be assisted with CDBG-DR funds, the action plan has been developed so as to give the maximum feasible priority to activities that will benefit low- and moderate-income families.
3. The aggregate use of CDBG-DR funds shall principally benefit low- and moderate-income families in a manner that ensures that at least 70 percent (or another percentage permitted by HUD in a waiver published in an applicable Federal Register notice) of the grant amount is expended for activities that benefit such persons.
4. The City of Columbia will not attempt to recover any capital costs of public improvements assisted with CDBG-DR grant funds, by assessing any amount against properties owned and occupied by persons of low- and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless: (a) Disaster recovery grant funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under this title; or (b) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the city certifies to the Secretary that it lacks sufficient CDBG funds (in any form) to comply with the requirements of clause (a).
- h. The City of Columbia certifies that the grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations, and that it will affirmatively further fair housing.
- i. The City of Columbia certifies that it has adopted and is enforcing the following policies:
 1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and
 2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such nonviolent civil rights demonstrations within its jurisdiction.
- j. The City of Columbia certifies that it (and any subrecipient or administering entity) currently has or will develop and maintain the capacity to carry out disaster recovery activities in a timely manner and that the city has reviewed the requirements of this notice and requirements of Public Law 114-113 applicable to funds allocated by this notice, and certifies to the accuracy of Risk Analysis Documentation submitted to demonstrate that it has in place proficient financial controls and procurement processes; that it has adequate procedures to prevent any duplication of benefits as defined by section 312 of the Stafford Act, to ensure timely expenditure of funds; that it has to maintain a comprehensive disaster recovery Web site to ensure timely communication of application status to applicants for disaster recovery assistance, and that its implementation plan accurately describes its current capacity and how it will address any capacity gaps.
- k. The City of Columbia certifies that it will not use CDBG-DR funds for any activity in an area identified as flood prone for land use or hazard mitigation planning purposes by the State, local, or tribal government or delineated as a Special Flood Hazard Area in FEMA's most current flood advisory maps, unless it also ensures that the action is designed or modified to minimize harm to or within the floodplain, in accordance with Executive Order 11988 and 24 CFR part 55. The relevant data source for this provision is the State, local, and tribal government land use regulations and hazard mitigation plans and the latest-issued FEMA data or guidance, which

includes advisory data (such as Advisory Base Flood Elevations) or preliminary and final Flood Insurance Rate Maps.

- I. The City of Columbia certifies that its activities concerning lead based paint will comply with the requirements of 24 CFR part 35, subparts A, B,J,K, and R.
- m. The City of Columbia certifies that it will comply with all applicable laws.

Teresa Wilson, City of Columbia City Manager

Date

Exhibit B – Public Comments

In order to increase public input related to the City of Columbia CDBG-DR Action Plan, the City placed a public notice in *The State* newspaper on August 16, 2016 and posted the CDBG-DR Action Plan to the city's CDBG-DR website on August 19, 2016. Written comments were accepted from August 21, 2016 to September 6, 2016 via the city's website and fax. In addition, public comments from two outreach events have been considered in the development of the plan. As required, the CDBG-DR Action Plan was available in both English and Spanish for review and comment.

As a result of the city's outreach efforts, there were a total of 10 written comments and extensive verbal commentary received for consideration during the preparation and finalization of the Action Plan. These comments with city responses are outlined below.

July 28, 2016 Outreach Event

The city held a public outreach event on July 28th at the Edisto Community Center in the City of Columbia in order to gather public comment during the development of the Action Plan. As a result, the following comments and inquiries were received:

Comment 1:

Comment: One participant inquired about the responsibility of the Corps of Engineers for Gill's Creek and whether the Corps is required to supplement funding available to the city for flood recovery.

Response: The Corps of Engineers is a federal agency housed under the Department of Defense which operates independently from the Department of Housing and Urban Development (HUD) and Federal Emergency Management Agency (FEMA). As such, the Corps of Engineers administers a separate allocation of federal funding and independently prioritizes projects for assistance. Although the City of Columbia cannot influence the allocation of funding from the Corps of Engineers, the city commits to partnering with this agency whenever possible in order to maximize the amount of funding that is available for flood recovery.

Comment 2:

Comment: One participant inquired about the entity responsible for allocation of CDBG-DR program funding and the requirement to serve low-to-moderate income households.

Response: In order to receive CDBG-DR funding, the City of Columbia conducted an assessment of unmet needs by analyzing data from FEMA and SBA to determine the estimated amount of damages in comparison to recovery assistance provided. The assessment of unmet needs was used to inform the city's allocation strategy which is designed to maximize the amount of funding available to the greatest number of households as possible. In addition, this allocation strategy also was developed in order to meet the federal requirement that 70% of CDBG-DR funding must benefit low-to-moderate income (LMI) households.

Comment 3:

Comment: Several participants inquired about the process to apply for federal funding, the final decision on the allocation of CDBG-DR funds, the timing for the release of funds, and prioritization of funding for LMI benefit. Several comments were received stating that many flood damaged

homes are not occupied by LMI households and therefore, the most impacted areas are not likely to be addressed.

Response: The deadline for the submittal of the Action Plan to HUD is September 20, 2016. Once the Action Plan is submitted, HUD is required to approve the plan or provide feedback within 45 days from receipt of the plan. After approval, the city must complete the environmental review process, finalize program guidelines, conduct intake of program documentation, and determine eligibility of program applicants. For these reasons, it is likely that assistance will not be available until the beginning of 2017. Based upon the allocation strategy in the Action Plan, it can be seen that the city has programmed almost all funding for restoration of damaged housing with the exception of \$200,000 which has been dedicated to leverage EDA funding for businesses impacted by the flood. At this time, FEMA PA funds will be used to address damages to the city's infrastructure.

LMI households will be prioritized for assistance in order to meet the 70% threshold as required in the Federal Register Notice. However, it should be noted that the City of Columbia will closely monitor all CDBG-DR programs in order to assess program performance in meeting a National Objective and will make modifications to program design where necessary to ensure that homeowners with unmet needs are served to the greatest extent possible. In addition, the city may also consider requesting a HUD waiver to lower the LMI requirement once the needs all affected LMI households have been served and as funding remains available.

Comment 4:

Comment: One participant inquired about the process of addressing abandoned structures in the city.

Response: The City of Columbia fully acknowledges this concern and is currently utilizing its existing legal process to address blighted and/or abandoned properties damaged by the flood event. Unfortunately, the code enforcement and condemnation process typically takes 12 months depending upon the circumstances related to each property. This process cannot be shortened due to the legal rights of individual property owners.

Comment 5:

Comment: One participant inquired about the timing of FEMA HMGP dollars.

Response: The deadline to apply for the state's HMGP funds was August 25, 2016. However, the FEMA allocation of HMGP funding is dependent upon the total amount of damages assessed one year after a natural disaster. Once this determination is made, only 10% of dollars is allocated to the state's share of HMGP funding. Once the allocation of HMGP dollars is known, the state evaluates each jurisdiction's application for assistance and notifies the grantee of the amount available to address recovery needs. At this time, it appears that the State of South Carolina will only receive \$36 million in HMGP funding. This amount will not begin to address the needs of the City of Columbia so applications for assistance will have to be prioritized based upon unmet need. Applicants will be notified once program funds have been approved in order to outline eligibility requirements and approval process.

Comment 6:

Comment: One participant inquired about the number of properties reported as more than 50% damaged.

Response: Based upon FEMA data, there are 192 owner occupied and 138 renter occupied properties reported with “Severe-High” and “Major” damages. These households are the first priority for most CDBG-DR programs outlined in the city’s Action Plan for assistance.

Comment 7:

Comment: One participant inquired about the status of the city’s buyout program, next steps to obtain funding, and prioritization of applications. In addition, participants requested guidance on decision making in absence of the availability of program funding and eligibility determinations.

Response: Applicants who expressed interest in the city’s buyout program will not receive notification until FEMA and/or HUD funding is approved for assistance. Due to the limited amount of funding available, applications for assistance will be prioritized based upon eligibility criteria and level of unmet need. Applicants who have already expressed interest in the FEMA buyout program should have been contacted for an interview to gather necessary documentation. Applicants who have not been contacted should notify the city as soon as possible in order to initiate the qualification process. The prioritization of applications will be based upon the amounts of assistance approved for funding with priority given to those with damaged residences within the floodplain or floodway. In absence of funding information, applicants are encouraged to continue their recovery process but should be aware of eligibility requirements in order to ensure that they do not make themselves ineligible for federal assistance if this is the chosen course of action.

Comment 8:

Comment: One participant expressed an interest in the funding of secondary homes.

Response: Unfortunately, the Federal Register Notice, effective June 22, 2016, specifically states that properties serving as second homes at the time of the disaster, or following the disaster, are not eligible for rehabilitation assistance, residential incentives, or participation in a CDBG-DR buyout program. “Second homes” are defined in IRS Publication 936 (mortgage interest deductions).

Comment 9:

Comment: One participant expressed interest in the funding for rental properties that are not a primary residence.

Response: The city’s proposed Action Plan provides funding for the repair of rental properties meeting the eligibility requirements of Small Rental Repair Program (SRRP). As part of this program, rental properties with four or less units are potentially eligible for assistance. The city has set aside \$6.5 million for the purpose of repairing damaged rental properties and ensuring that sufficient affordable housing is available to tenants who may have been displaced by the flood event.

August 25, 2016 Outreach Event

A second outreach event was held on the city's proposed Action Plan on August 25, 2016 at the Drew Wellness Center in Columbia. Approximately 40 citizens were in attendance and received an overview of the Action Plan. In addition, citizens were asked to make public comments and were also provided forms for feedback and commentary. The following comments were expressed by citizens in attendance.

Comment 10:

Comment: One participant expressed concern about the location of damaged properties within city limits and eligibility of homes annexed by the city after the flood event.

Response: It is the city's position that any structure damaged by the flood event which is located in city limits or annexed after the flood event will be eligible for assistance with the exception of those properties that were specifically listed in the city or county's applications for FEMA assistance. As such, the City of Columbia has the responsibility to ensure that properties participating in city programs are not also participating in the county programs designed for the same purpose. For this reason, the city will enter into an agreement with Richland County to conduct Duplication of Benefit analysis for properties applying for both CDBG-DR and FEMA assistance. Applicants will be provided assistance in accordance with the city's agreement with Richland County.

Comment 11:

Comment: One participant inquired about the prioritization of applications and whether or not the CDBG-DR funding is provided in the form of a grant or a loan.

Response: With the exception of the Small Rental Repair Program (SRRP) and EDA Loan Capitalization Program, CDBG-DR funds will be provided in the form of grants to the applicant. SRRP funding will be provided as a Forgivable Deferred Loan (FDL) with repayment not being required unless affordability requirements are not met during the terms of the loan agreement. EDA Loan Capitalization funds will also be provided in the form of a loan based upon the city's standard underwriting criteria.

Comment 12:

Comment: Concern was raised regarding the availability of funding for "double units". One participant requested a clarification of this eligibility requirement.

Response: The term "double unit" refers to a structure that is commonly known as a "Duplex" or structure with two units. The city will revise the Action Plan to refer to these unit types as a "Duplex". Duplex units are eligible for participation in the Homeowner Assistance Program, Buyout, Small Rental Repair, and Minor Repair Programs.

Comment 13:

Comment: Several participants expressed concern regarding the contractor qualification and selection process. In addition, participants wanted clarification regarding construction monitoring, contractor payments, and fraud.

Response: The City of Columbia will pre-qualify all contractors that are permitted to bid on CDBG-DR housing rehabilitation and reconstruction projects. As part of this process the city will

ensure that contractors are appropriately licensed, bonded, and have not been debarred from work on federally funded projects. While the city will bid out each project to a pre-approved list of contractors, the applicant will be able to select the contractor based upon program guidelines. It is the city's position that the pre-qualification of contractors and bid process will eliminate price gouging activities. If price gouging, collusion, or fraud among contractors is suspected, the city will refer the case to the appropriate investigative and law enforcement agencies as necessary. Any contractor who receives complaints regarding shoddy work and/or is suspected of fraudulent activities will be disqualified from participating in all CDBG-DR related projects. It should be noted that the City of Columbia requires a minimum of a one-year warranty to homeowners for all work conducted as part of CDBG-DR recovery programs. Therefore, the homeowner will have one year to request the repair/correction of any work that does not meet program specifications. The city will notify the homeowner of warranty timeframes upon completion of construction, at 6 months, and one month prior to the expiration of the warranty in order to ensure that all claims are processed and completed in a timely manner. In addition, the applicant can also file a complaint at any time during the construction process or warranty period in accordance with the City of Columbia Grievance Procedures.

Payments will be released to contractors as work is completed and inspected by the city's construction monitors. Once all work is complete, the applicant will be notified and asked to acknowledge the completion of work.

Comment 14:

Comment: One participant inquired whether or not landlords will be "vetted" or pre-qualified for participation in the Small Rental Repair Program (SRRP) so that tenants are not unduly burdened with additional program requirements.

Response: All applicants in the Small Rental Repair Program (SRRP) will be required to meet program requirements and must sign grant agreements regarding their responsibilities. Any landlord who will not agree to SRRP terms and conditions to include affordability requirements will be ineligible for participation in the city's CDBG-DR programs. In no case, will landlord responsibilities be delegated to the tenant beyond the requirement of reporting updated demographic and income data upon re-occupancy of a rehabilitated or reconstructed unit. All tenants will be advised of their URA rights and city's grievance procedures during the application intake process. It is the city's goal to minimize the temporary relocation and/or permanent displacement of tenants residing in units included as part of this CDBG-DR program.

Comment 15:

Comment: One participant requested clarification of the six-year program requirement.

Response: The six-year timeframe discussed during the CDBG-DR Action Plan presentation refers to the length of time that the City of Columbia has to complete all program activities once a grant agreement with HUD is approved. There are no six-year requirements for program applicants. However, there is a required affordability period for all applicants receiving funding from the SRRP program in order to ensure that affordable rental properties remain available to low-to-moderate income households for a period of 7 years. Funding for rental properties assisted as part of this program will be provided in the form of a Forgivable Deferred Loan (FDL) for the term of the grant agreement.

Comment 16:

Comment: One participant inquired whether or not projects could be funded based upon area benefit rather than individual household incomes. In addition, the participant requested clarification regarding income limits and determinations.

Response: CDBG-DR funding provided for the repair or reconstruction of damaged residential units must be qualified/documented by verifying the individual household income of each beneficiary. Income limits are adjusted annually by HUD and vary by household size.

Comment 17:

Comment: One applicant asked if affected businesses had to register with “211” in order to be eligible for the city’s EDA Loan Capitalization Fund.

Response: At this time, registration with “211” is not a program requirement as outlined in the proposed Action Plan. However, the City of Columbia has not fully developed program eligibility requirements and methods of prioritization. Once launched, applicants for this program will be fully informed of all requirements.

Comment 18:

Comment: One participant inquired about whether or not funding for the Small Rental Repair Program (SRRP) will be provided in the form of a grant or a loan.

Response: CDBG-DR funding for the SRRP will be provided in the form of a Forgivable Deferred Loan (FDL) for the term established in the applicant’s grant agreement which will require a seven-year affordability period for the rental unit. Funds will be pro-rated and forgiven (with no repayment required) on an annual basis as long as the terms of the loan agreement are met.

Comment 19:

Comment: One participant inquired whether or not damages to churches was considered during the allocation process.

Response: The City of Columbia’s CDBG-DR allocation was based upon available FEMA and SBA data as it relates to greatest unmet needs of the community. As direct assistance to churches is typically not eligible, with the exception of certain public services, funding for this type of activity was not included in the allocation of funding.

Comment 20:

Comment: One participant requested that the city justify the allocation of funding for the benefit of low-to-moderate income households and inquired whether or not funding was limited to LMI households.

Response: Based upon the Federal Register Notice, the city was required to allocate 70% of all program funding toward the benefit to low-to-moderate income households. For this reason, the CDBG-DR allocation strategy is specifically targeted to serving the most vulnerable households in the city in order to meet this federal requirement. However, several programs have been developed in order to address the unmet needs of households with incomes above 80% of AMI. Programs may be expanded as funding becomes available and/or a waiver is obtained from HUD.

Comment 21:

Comment: One participant inquired whether or not program funding was available for multi-family housing.

Response: The city's Small Rental Repair Program (SRRP) is limited to structures containing four or less units.

Comment 22:

Comment: Assistance should be made available for people who need help in navigating recovery programs.

Response: The City of Columbia continues to work with FEMA, American Red Cross, Richland-Lexington Counties Long Term Recovery Group (RL-LTRG) and Hearts and Hands organization to ensure that affected citizens receive case management and support in order to effectively navigate all available recovery resources. In addition, the city's Pre-Award Implementation Plan includes staffing and funding for case management services to be provided for each CDBG-DR housing program.

Comment 23:

Comment: One participant inquired about obtaining information on Richland County's Action Plan. In addition, the participant wanted to know why the Action Plans for the state county, and city are not the same.

Response: The Richland County Action Plan was made available for public comment on August 26, 2016 and was posted to the county's website. Any comments should be submitted to the county for review and response.

Although there has been close coordination between governmental agencies, the City of Columbia Action Plan differs from those of the state and Richland County. These differences can be attributed to the separate allocation of dollars to each entity and the requirement to ensure that CDBG-DR funding is specifically tied to the unmet needs of the community.

Comment 24:

Comment: One participant inquired whether or not everyone affected by the storm will be assisted. If not, the participant asked the city to advise those who may not be assisted.

Response: The CDBG-DR allocation of \$19 million is not enough to address approximately \$47.5 million in unmet needs within the community. For this reason, the city had to prioritize assistance to the most vulnerable populations: low-to-moderate income, elderly, and disabled. However, all property owners who may be eligible for assistance should apply for the city's programs in the event that additional funding should become available or changes to the program are made in order to accommodate a larger pool of applicants. Owners of properties damaged by the storm who may not be assisted are strongly encouraged to avail themselves of other programs such as SBA or HUD 203H loan programs which provide low interest disaster loans. In addition, there are non-profits available such as St. Bernard Project and Hearts and Hands that can provide assistance or direct owners to other available assistance provided by local non-profit organizations.

Comment 25:

Comment: One participant inquired about the necessity to allocate funding for administrative and program delivery costs.

Response: In order to effectively administer CDBG-DR programs, the city must hire additional program staff to process program applications, make eligibility and benefit determinations, and monitor construction. Although the city is permitted 5% for administration and 15% for planning, less than 10% has been allocated for this purpose.

Comment 26:

Comment: Due to the limited funding available, properties in flood prone areas should be prioritized for the buyout program.

Response: The city concurs with this comment. Current eligibility requirements include the location of the property in a floodplain or floodway in order to be eligible for participation in the buyout program.

Comment 27:

Comment: One participant inquired whether or not CDBG-DR are funds available for the replacement of automobiles.

Response: The replacement of automobiles damaged by the storm is not an eligible expense for CDBG-DR funding.

Comment 28:

Comment: One participant inquired about the timeframe for notifying affected households whether or not they will be eligible or receive program funding.

Response: At this time, the city is in the process of applying for FEMA funds and submitting the Action Plan for CDBG-DR funding so it is difficult to estimate the timeframe and the amount of funding that will be available. Based upon the current CDBG-DR Action Plan approval process, it is likely that these dollars will be available for eligible households by the beginning of 2017.

Comment 29:

Comment: One participant inquired about need for assistance with mold remediation due to deteriorating conditions in their home and health issues.

Response: Due to the severity of the situation and immediate health concerns, this applicant was referred to Hearts and Hands (present at the meeting), in order to obtain emergency assistance with mold remediation.

Written Comments

In addition to verbal comments received at public outreach events, there were a total of 6 written responses received from affected homeowners submitted in conjunction with the outreach events. In their written comments each homeowner described the level of damage to their home and the need for assistance.

Comment 30:

Comment: One homeowner specifically stated that the policy making 70% of funding available to LMI households does not address the most impacted areas. In addition, the homeowner also inquired whether or not that the city had considered any lawsuits that may follow as a result of the storm water damage.

Response: The City of Columbia will closely monitor all CDBG-DR programs in order to assess performance in meeting a National Objective and will make modifications to program design where necessary to ensure that homeowners with unmet needs are served to the greatest extent possible. In addition, the city may also consider requesting a HUD waiver to lower the LMI requirement once the needs all affected LMI households have been served and as funding remains available.

At this time, there have not been any lawsuits filed as a result of storm water related damages.

In addition to comments received as part of the city's outreach efforts, 4 comments were received via the city's CDBG-DR website or fax.

Comment 31:

Comment: One comment received from a renter expressed interest in the availability of funding for roads, homes and cars with the caveat that citizens of Columbia were also experiencing stress which needed to be addressed by the city.

Response: The City of Columbia is committed to providing assistance to all affected citizens to the greatest extent possible. As such, the city continues to work with FEMA, American Red Cross, Richland-Lexington Counties Long Term Recovery Group (RL-LTRG) and Hearts and Hands organization so that all unmet needs including mental health support is available for all flood victims. In addition, the city's Pre-Award Implementation Plan includes case management staffing to assist affected households during the CDBG-DR funding process.

Comment 32:

Comment: South Carolina Legal Services (SCLS) commented that the most effective use of program funding is for housing rehabilitation, reconstruction, and buyout. In addition, SCLS recommends the use of funds for the repair or replacement of infrastructure. SCLS also submitted a list of recommendations to be considered during the design of the City of Columbia recovery programs.

Response: The City of Columbia concurs with SCLS that the most effective use of CDBG-DR funding is the restoration of the city's housing stock that was damaged by the October 2015 flood event. In addition, the city recognizes the need for the repair and replacement of critical infrastructure which was damaged by the flood. At this time, the city intends to use funding from the Federal Emergency Management Agency (FEMA) in order to address these needs. The city also appreciates and will consider the recommendations made by SCLS for the design of the city's programs.

Comment 33:

Comment: AmeriCorps VISTA submitted a comment requesting to meet with city officials in order to increase resiliency among low income populations

Response: The City of Columbia is committed to improving resiliency for all citizens affected by the October 2015 flood to include the most vulnerable populations. For this reason, the city will be providing reimbursement for home elevation and implementing Green Building Standards in all CDBG-DR programs. The city looks forward to working with AmeriCorps VISTA during the implementation of its CDBG-DR housing programs.

Comment 34:

Comment: An owner of a secondary home that was damaged in the October 2015 flood event has requested that the city utilize Section 6.4 of the Action Plan related to Action Plan Amendments to address the eligibility of the secondary home.

Response: Unfortunately, the Federal Register Notice, effective June 22, 2016, specifically states that properties serving as second homes at the time of the disaster, or following the disaster, are not eligible for rehabilitation assistance, residential incentives, or participation in a CDBG-DR buyout program. "Second homes" are defined in IRS Publication 936 (mortgage interest deductions).

Comment 35:

Comment: One resident of Columbia suggested sidewalk and lighting improvements to Muller Avenue in order to increase the safety of area residents.

Response: While CDBG-DR funding must directly correlate to damages resulting from the October 2015 flood event, the City of Columbia takes all public commentary into account and will consider these public improvements as part of normal city operations.

Comment 36:

Comment: Operation Hope, Inc. requested a letter of support from the city in order to assist families and businesses affected by the October 2015 flood event.

Response: The City of Columbia appreciates the support of all agencies who have supported the city's flood recovery efforts. As such, the city looks forward to working with Operation HOPE in conjunction with EDA in order to assist affected households and businesses.

September 14, 2017 Public Meeting

The City hosted a public meeting September 14, 2017 at Earlewood Park to introduce the Action Plan Amendment program modifications and budget reallocations and solicit public comments. A notice published in *The State* on September 3, 2017 informed citizens of the meeting and how to register comments. The public comment period ended September 29th. On October 17, 2017 the Community Development Director presented an overview of this Action Plan Amendment and responded to comments from the City Council and general public. Subsequently, the City published a second notice on October 18, 2017 announcing an extended public comment period from October 18 - November 1, 2017.

Comment 37

Comment: One participant inquired about the possibility of there being another amendment added and if adding another amendment would cause a delay in the program process.

Response: The CDBG-DR Program expects that another substantial amendment may be necessary in approximately 12 months; however, the process should not cause any program delays for current applicants.

Comment 38:

Comment: One participant inquired if another amendment needed to be added, could the CDBG-DR Program send out a notice to all applicants informing them of the program's status.

Response: The CDBG-DR Program will make an effort to notify all current applicants of proposed changes to the Action Plan. All substantial amendments must follow the same citizen participation process as the original Action Plan: an advertisement published in the journal of record, *The State*, will announce the date, place and time of public meetings held to discuss proposed amendments and all notices and amendments will be posted on the CDBG-DR website for 14 days to allow adequate public comment.

Comment 39:

Comment: One participant requested more information regarding what items are covered in the FEMA Hazard Mitigation Grant Program (HMGP).

Response: The City posts monthly updates to all Recovery programs, including HMGP, on its Disaster Recovery website. Eligibility requirements for HMGP are different than the CDBG-DR program and FEMA funds only 75% of the acquisition cost. Action Plan Amendment #1 proposes to leverage \$1 million in CDBG-DR funds to finance the 25% Local Cost Share to assist those homeowners in the HMGP.

Comment 40:

Comment: One participant inquired if this amendment will alter the Columbia Buyout Program and the current participants who have submitted an application.

Response: No program changes are being proposed for the Buyout Program; however, funding is expected to cover only eligible applicants currently in the program.

Comment 41:

Comment: One participant inquired if any of the programs are still accepting applications.

Response: All programs are currently accepting new applications.

Comment 42:

Comment: One participant inquired if the CDBG-DR Program expected to receive 350 Minor Repair Program applications.

Response: Given the current rate of applications in the process, the Minor Repair Program is expected to fund approximately 350 applications.

Written Comments Submitted via the Disaster Recovery Website**Comment 43:**

Comment: One participant felt that the program should complete the buyout process before working on an amendment because it has created unnecessary suffering for applicants.

Response: The CDBG-DR process can appear plodding and painfully slow because of the necessary compliance factors. The City is working to improve the pace as much as possible. Some program activities may take longer than anticipated, but we appreciate the patience of all of the applicants.

Comment 44:

Comment: One participant urged the Disaster Recovery Program to include reimbursement to applicants who have already started to repair their homes.

Response: The proposed Action Plan Amendment #1 includes reimbursement of necessary and reasonable expenses for storm related repair costs completed within one year of the October 2015 Flood for the Small Rental Repair and Minor Repair programs.

Comment 45:

Comment: One participant stated that the CDBG-DR Program helps landlords to maintain their property with the funding.

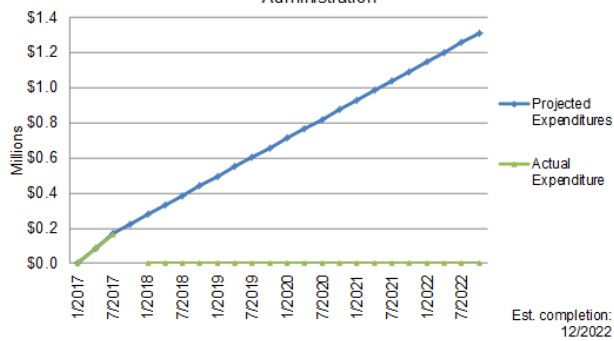
Response: CDBG-DR funds cannot be used for maintenance costs; however, landlords who agree to rent to low-to-moderate income tenants for two years after construction is completed are eligible for up to \$100,000 for the repair of storm related damages to their rental units.

Exhibit C – Revised CDBG-DR Expenditure Projections (December 1, 2017)

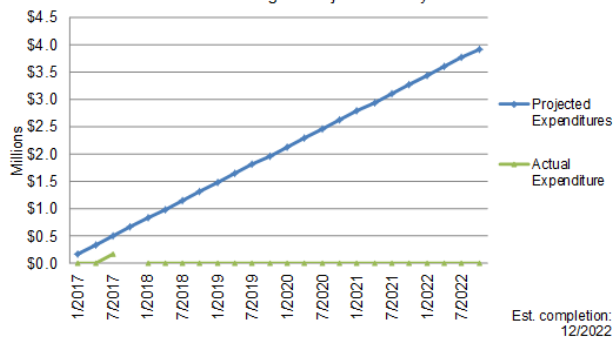
Financial

Performance

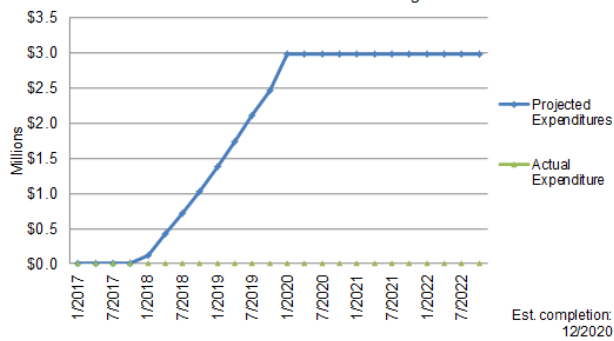
Columbia Disaster Recovery Program
Administration



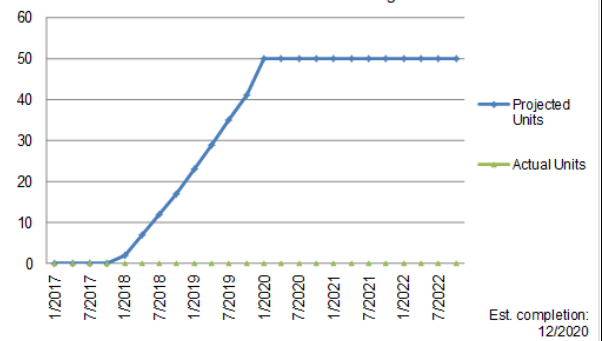
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Planning & Project Delivery



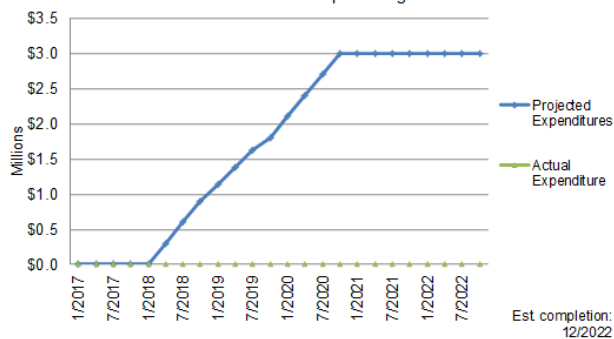
Columbia Disaster Recovery Program
Homeowner Assistance Program



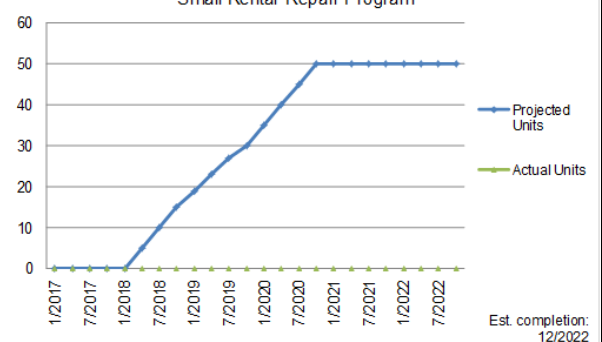
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Homeowner Assistance Program

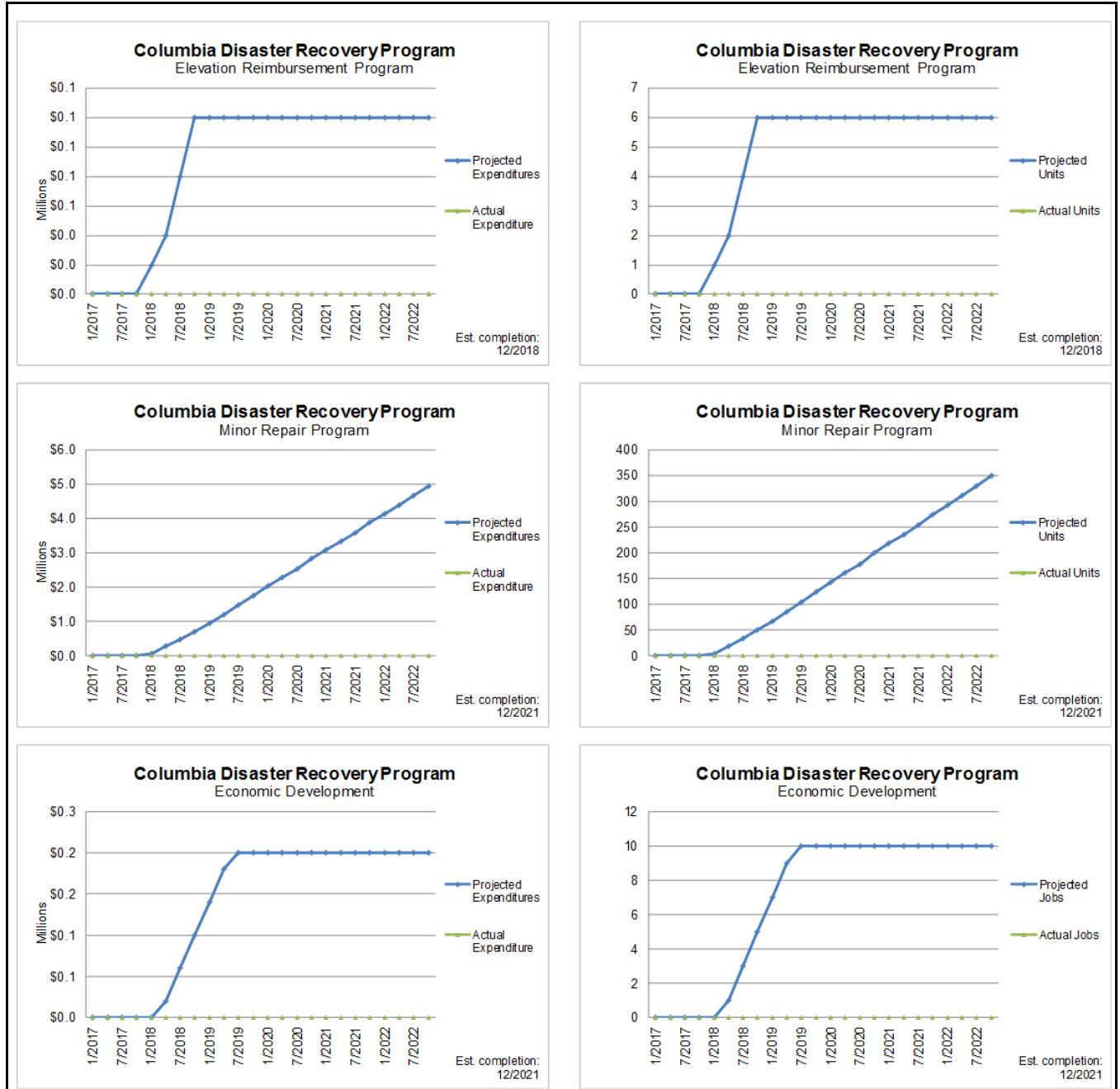


Columbia Disaster Recovery Program
Small Rental Repair Program

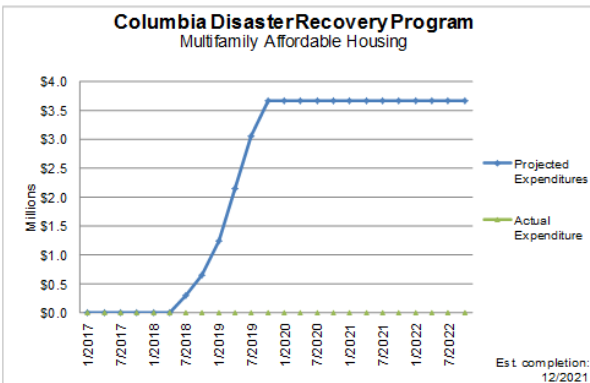
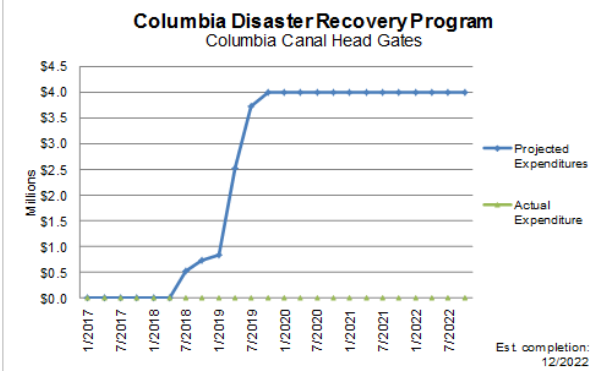
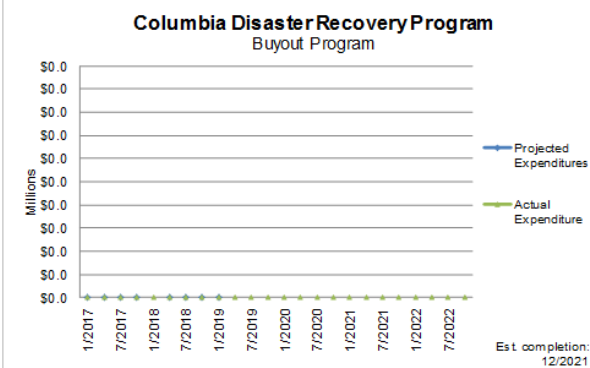
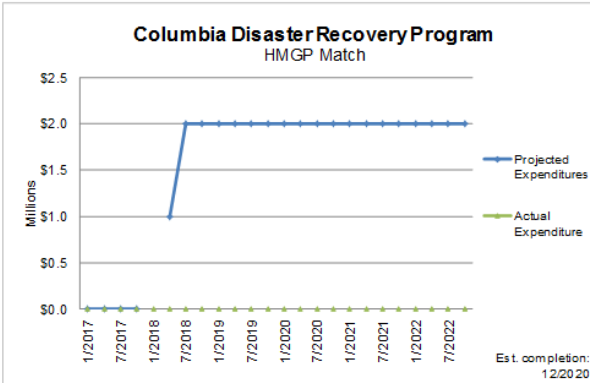


Columbia Disaster Recovery Program
Small Rental Repair Program

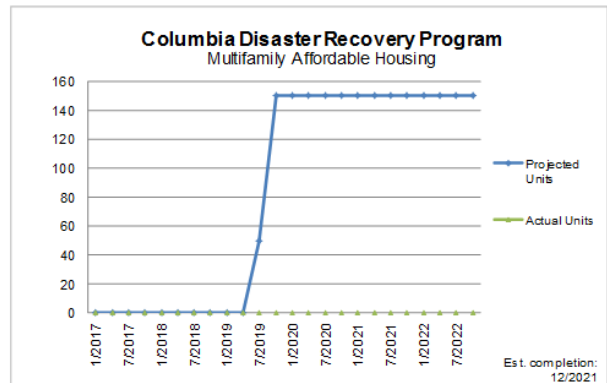
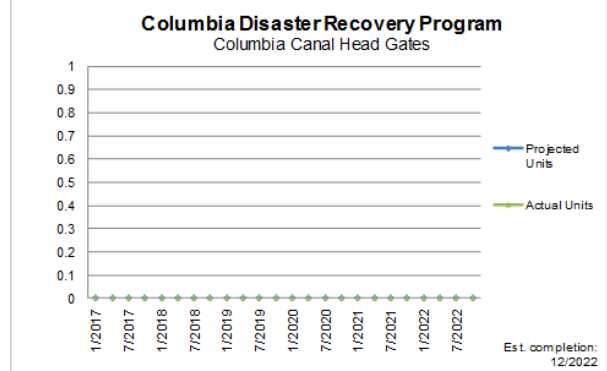
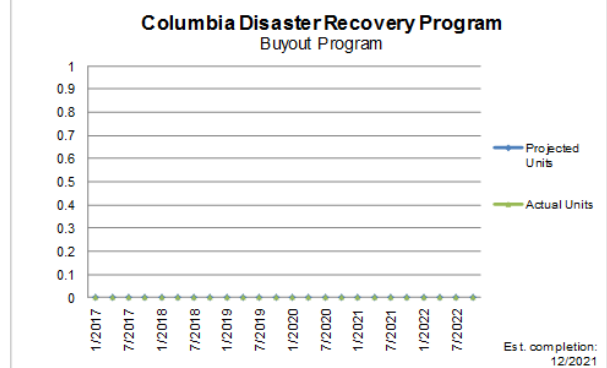
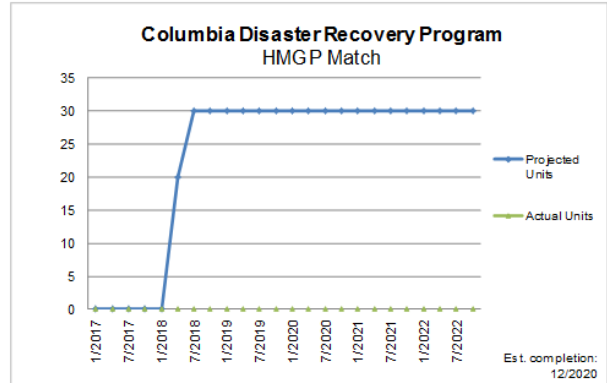




Financial



Performance



City of Columbia CDBG-DR Action Plan

Financial Projections (Updated December 1, 2017)

Administration		Year 1				Year 2				Year 3				Year 4				Year 5				Year 6			
Allocation: \$1,307,750		1/2017	4/2017	7/2017	10/2017	1/2018	4/2018	7/2018	10/2018	1/2019	4/2019	7/2019	10/2019	1/2020	4/2020	7/2020	10/2020	1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022
Projected Expenditures		\$0	\$84,858	\$169,716	\$223,908	\$278,100	\$332,292	\$386,484	\$440,676	\$494,868	\$549,060	\$603,252	\$657,444	\$711,636	\$765,828	\$820,020	\$874,212	\$928,404	\$982,596	\$1,036,788	\$1,090,980	\$1,145,172	\$1,199,364	\$1,253,557	\$1,307,750
Quarterly Projection		\$0	\$84,858	\$84,858	\$54,192	\$54,192	\$54,192	\$54,192	\$54,192	\$54,192	\$54,192	\$54,192	\$54,192	\$54,192	\$54,192	\$54,192	\$54,192	\$54,192	\$54,192	\$54,192	\$54,192	\$54,192	\$54,192	\$54,192	\$54,192
Actual Expenditure		\$0	\$86,235	\$164,737		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Actual Quarterly Expend (from QPRs)																									
Planning		Year 1				Year 2				Year 3				Year 4				Year 5				Year 6			
Allocation: \$3,923,500		1/2017	4/2017	7/2017	10/2017	1/2018	4/2018	7/2018	10/2018	1/2019	4/2019	7/2019	10/2019	1/2020	4/2020	7/2020	10/2020	1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022
Projected Expenditures		\$167,479	\$334,958	\$502,437	\$669,916	\$832,395	\$995,274	\$1,157,953	\$1,320,632	\$1,483,311	\$1,645,990	\$1,808,669	\$1,971,348	\$2,134,027	\$2,296,706	\$2,459,385	\$2,622,064	\$2,784,743	\$2,947,422	\$3,110,101	\$3,272,780	\$3,435,460	\$3,598,140	\$3,760,820	\$3,923,500
Quarterly Projection		\$0	\$0	\$334,958	\$334,958	\$162,679	\$162,679	\$162,679	\$162,679	\$162,679	\$162,679	\$162,679	\$162,679	\$162,679	\$162,679	\$162,679	\$162,679	\$162,679	\$162,679	\$162,679	\$162,679	\$162,680	\$162,680	\$162,680	\$162,680
Actual Expenditure		\$0	\$0	\$177,857		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Actual Quarterly Expend (from QPRs)																									
Homeowner Assistance Program		Year 1				Year 2				Year 3				Year 4				Year 5				Year 6			
Allocation: \$2,980,000		1/2017	4/2017	7/2017	10/2017	1/2018	4/2018	7/2018	10/2018	1/2019	4/2019	7/2019	10/2019	1/2020	4/2020	7/2020	10/2020	1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022
Projected Expenditures		\$0	\$0	\$0	\$0	\$120,000	\$420,000	\$720,000	\$1,020,000	\$1,380,000	\$1,740,000	\$2,100,000	\$2,460,000	\$2,980,000	\$2,980,000	\$2,980,000	\$2,980,000	\$2,980,000	\$2,980,000	\$2,980,000	\$2,980,000	\$2,980,000	\$2,980,000	\$2,980,000	\$2,980,000
Quarterly Projection		\$0	\$0	\$0	\$0	\$120,000	\$300,000	\$300,000	\$300,000	\$360,000	\$360,000	\$360,000	\$360,000	\$520,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Actual Expenditure		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Actual Quarterly Expend (from QPRs)																									
Homeowner Buyout Program		Year 1				Year 2				Year 3				Year 4				Year 5				Year 6			
Allocation: \$0		1/2017	4/2017	7/2017	10/2017	1/2018	4/2018	7/2018	10/2018	1/2019	4/2019	7/2019	10/2019	1/2020	4/2020	7/2020	10/2020	1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022
Projected Expenditures		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Quarterly Projection		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Actual Expenditure		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Actual Quarterly Expend (from QPRs)																									
Small Rental Repair Program		Year 1				Year 2				Year 3				Year 4				Year 5				Year 6			
Allocation: \$3,000,000		1/2017	4/2017	7/2017	10/2017	1/2018	4/2018	7/2018	10/2018	1/2019	4/2019	7/2019	10/2019	1/2020	4/2020	7/2020	10/2020	1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022
Projected Expenditures		\$0	\$0	\$0	\$0	\$0	\$300,000	\$600,000	\$900,000	\$1,140,000	\$1,380,000	\$1,620,000	\$1,860,000	\$2,100,000	\$2,400,000	\$2,700,000	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000
Quarterly Projection		\$0	\$0	\$0	\$0	\$0	\$300,000	\$300,000	\$300,000	\$240,000	\$240,000	\$240,000	\$180,000	\$300,000	\$300,000	\$300,000	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Actual Expenditure		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Actual Quarterly Expend (from QPRs)																									
Elevation Reimbursement Program		Year 1				Year 2				Year 3				Year 4				Year 5				Year 6			
Allocation: \$120,000		1/2017	4/2017	7/2017	10/2017	1/2018	4/2018	7/2018	10/2018	1/2019	4/2019	7/2019	10/2019	1/2020	4/2020	7/2020	10/2020	1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022
Projected Expenditures		\$0	\$0	\$0	\$0	\$20,000	\$40,000	\$80,000	\$120,000	\$120,000	\$120,000	\$120,000	\$120,000	\$120,000	\$120,000	\$120,000	\$120,000	\$120,000	\$120,000	\$120,000	\$120,000	\$120,000	\$120,000	\$120,000	\$120,000
Quarterly Projection		\$0	\$0	\$0	\$0	\$20,000	\$20,000	\$40,000	\$40,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Actual Expenditure		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Actual Quarterly Expend (from QPRs)																									

Financial Projections (continued)

Minor Repair Program	Year 1				Year 2				Year 3				Year 4				Year 5				Year 6				
Allocation: \$4,952,750	1/2017	4/2017	7/2017	10/2017	1/2018	4/2018	7/2018	10/2018	1/2019	4/2019	7/2019	10/2019	1/2020	4/2020	7/2020	10/2020	1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022	
Projected Expenditures	\$0	\$0	\$0	\$0	\$0	\$70,755	\$283,020	\$495,285	\$707,550	\$962,268	\$1,216,986	\$1,471,704	\$1,768,875	\$2,023,593	\$2,278,311	\$2,533,029	\$2,880,200	\$3,084,918	\$3,339,636	\$3,594,354	\$3,891,515	\$4,146,243	\$4,400,961	\$4,655,579	\$4,952,750
Quarterly Projection	\$0	\$0	\$0	\$0	\$0	\$70,755	\$212,265	\$212,265	\$212,265	\$254,718	\$254,718	\$254,718	\$297,171	\$254,718	\$254,718	\$254,718	\$297,171	\$254,718	\$254,718	\$254,718	\$297,171	\$254,718	\$254,718	\$254,618	\$297,171
Actual Expenditure	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Actual Quarterly Expend (from QPRs)																									
Small Business Assistance Program	Year 1				Year 2				Year 3				Year 4				Year 5				Year 6				
Allocation: \$200,000	1/2017	4/2017	7/2017	10/2017	1/2018	4/2018	7/2018	10/2018	1/2019	4/2019	7/2019	10/2019	1/2020	4/2020	7/2020	10/2020	1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022	
Projected Expenditures	\$0	\$0	\$0	\$0	\$0	\$20,000	\$60,000	\$100,000	\$140,000	\$180,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	
Quarterly Projection	\$0	\$0	\$0	\$0	\$0	\$20,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$20,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Actual Expenditure	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Actual Quarterly Expend (from QPRs)																									
MF Housing	Year 1				Year 2				Year 3				Year 4				Year 5				Year 6				
Allocation: \$3,671,000	1/2017	4/2017	7/2017	10/2017	1/2018	4/2018	7/2018	10/2018	1/2019	4/2019	7/2019	10/2019	1/2020	4/2020	7/2020	10/2020	1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022	
Projected Expenditures	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000	\$650,000	\$1,250,000	\$1,150,000	\$3,050,000	\$3,671,000	\$3,671,000	\$3,671,000	\$3,671,000	\$3,671,000	\$3,671,000	\$3,671,000	\$3,671,000	\$3,671,000	\$3,671,000	\$3,671,000	\$3,671,000	\$3,671,000	
Quarterly Projection	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000	\$350,000	\$600,000	\$900,000	\$900,000	\$621,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Actual Expenditure	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Actual Quarterly Expend (from QPRs)																									
Canal Head Gates	Year 1				Year 2				Year 3				Year 4				Year 5				Year 6				
Allocation: \$4,000,000	1/2017	4/2017	7/2017	10/2017	1/2018	4/2018	7/2018	10/2018	1/2019	4/2019	7/2019	10/2019	1/2020	4/2020	7/2020	10/2020	1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022	
Projected Expenditures	\$0	\$0	\$0	\$0	\$0	\$0	\$530,000	\$735,000	\$835,000	\$2,530,000	\$3,730,000	\$4,000,000	\$4,000,000	\$4,000,000	\$4,000,000	\$4,000,000	\$4,000,000	\$4,000,000	\$4,000,000	\$4,000,000	\$4,000,000	\$4,000,000	\$4,000,000	\$4,000,000	
Quarterly Projection	\$0	\$0	\$0	\$0	\$0	\$0	\$530,000	\$205,000	\$100,000	\$1,695,000	\$1,200,000	\$270,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Actual Expenditure	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Actual Quarterly Expend (from QPRs)																									
HMGP	Year 1				Year 2				Year 3				Year 4				Year 5				Year 6				
Allocation: \$2,000,000	1/2017	4/2017	7/2017	10/2017	1/2018	4/2018	7/2018	10/2018	1/2019	4/2019	7/2019	10/2019	1/2020	4/2020	7/2020	10/2020	1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022	
Projected Expenditures	\$0	\$0	\$0	\$0	\$0	\$500,000	\$1,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	
Quarterly Projection	\$0	\$0	\$0	\$0	\$0	\$500,000	\$500,000	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Actual Expenditure	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Actual Quarterly Expend (from QPRs)																									
Total Expenditures	Year 1				Year 2				Year 3				Year 4				Year 5				Year 6				
Allocation: \$26,155,000	1/2017	4/2017	7/2017	10/2017	1/2018	4/2018	7/2018	10/2018	1/2019	4/2019	7/2019	10/2019	1/2020	4/2020	7/2020	10/2020	1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022	
Projected Expenditures	\$167,479	\$419,816	\$672,153	\$893,824	\$1,321,450	\$2,890,586	\$5,329,722	\$7,993,858	\$9,805,447	\$13,512,036	\$16,703,625	\$18,528,667	\$19,940,256	\$20,711,845	\$21,483,434	\$22,297,476	\$22,769,065	\$23,340,654	\$23,712,243	\$24,226,285	\$24,697,875	\$25,169,465	\$25,640,956	\$26,155,000	
Quarterly Projection	\$0	\$84,858	\$419,816	\$389,150	\$427,626	\$1,569,136	\$2,439,136	\$2,664,136	\$1,811,589	\$3,706,589	\$3,191,589	\$1,945,042	\$1,281,589	\$771,589	\$771,589	\$814,042	\$471,589	\$471,589	\$471,589	\$514,042	\$471,590	\$471,590	\$471,491	\$514,044	
Actual Expenditure	\$0	\$86,235	\$342,594	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Actual Quarterly Expend (from QPRs)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	

Performance Projections (Updated December 1, 2017)

Homeowner Assistance Program	Year 1				Year 2				Year 3				Year 4				Year 5				Year 6			
Households: 50	1/2017	4/2017	7/2017	10/2017	1/2018	4/2018	7/2018	10/2018	1/2019	4/2019	7/2019	10/2019	1/2020	4/2020	7/2020	10/2020	1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022
Projected Units	0	0	0	0	2	7	12	17	23	29	35	41	50	50	50	50	50	50	50	50	50	50	50	50
# of Housing Units (Quarterly Projection)	0	0	0	0	2	5	5	5	6	6	6	6	9											
Actual Units	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
# of Housing Units (Populated from QPR Reporting)																								
Homeowner Buyout Program	Year 1				Year 2				Year 3				Year 4				Year 5				Year 6			
Households: 0	1/2017	4/2017	7/2017	10/2017	1/2018	4/2018	7/2018	10/2018	1/2019	4/2019	7/2019	10/2019	1/2020	4/2020	7/2020	10/2020	1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022
Projected Units	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
# of Housing Units (Quarterly Projection)	0	0	0	0									0											
Actual Units	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
# of Housing Units (Populated from QPR Reporting)																								
Small Rental Repair Program	Year 1				Year 2				Year 3				Year 4				Year 5				Year 6			
Households: 50	1/2017	4/2017	7/2017	10/2017	1/2018	4/2018	7/2018	10/2018	1/2019	4/2019	7/2019	10/2019	1/2020	4/2020	7/2020	10/2020	1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022
Projected Units	0	0	0	0	0	5	10	15	19	23	27	30	35	40	45	50	50	50	50	50	50	50	50	50
# of Housing Units (Quarterly Projection)	0	0	0	0	0	5	5	5	4	4	4	3	5	5	5	5								
Actual Units	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
# of Housing Units (Populated from QPR Reporting)																								
Elevation Reimbursement Program	Year 1				Year 2				Year 3				Year 4				Year 5				Year 6			
Households: 6	1/2017	4/2017	7/2017	10/2017	1/2018	4/2018	7/2018	10/2018	1/2019	4/2019	7/2019	10/2019	1/2020	4/2020	7/2020	10/2020	1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022
Projected Units	0	0	0	0	1	2	4	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6
# of Housing Units (Quarterly Projection)	0	0	0	0	1	1	2	2																
Actual Units	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
# of Housing Units (Populated from QPR Reporting)																								
Minor Repair Program	Year 1				Year 2				Year 3				Year 4				Year 5				Year 6			
Households: 350	1/2017	4/2017	7/2017	10/2017	1/2018	4/2018	7/2018	10/2018	1/2019	4/2019	7/2019	10/2019	1/2020	4/2020	7/2020	10/2020	1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022
Projected Units	0	0	0	0	5	20	35	50	68	86	104	125	143	161	179	200	218	236	254	275	293	311	329	350
# of Housing Units (Quarterly Projection)	0	0	0	0	5	15	15	15	18	18	18	21	18	18	18	21	18	18	18	21	18	18	18	21
Actual Units	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
# of Housing Units (Populated from QPR Reporting)																								
Small Business Assistance Program	Year 1				Year 2				Year 3				Year 4				Year 5				Year 6			
Jobs:	1/2017	4/2017	7/2017	10/2017	1/2018	4/2018	7/2018	10/2018	1/2019	4/2019	7/2019	10/2019	1/2020	4/2020	7/2020	10/2020	1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022
Projected Jobs	0	0	0	0	0	1	3	5	7	9	10	10	10	10	10	10	10	10	10	10	10	10	10	10
# of Jobs Created/Retained (Quarterly Projection)					0	1	2	2	2	2	1						0	0	0	0	0	0	0	0
Actual Jobs	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
# of Permanent Jobs Created																								
# of Permanent Jobs Retained																								

Performance Projects (continued)

MF Housing		Year 1				Year 2				Year 3				Year 4				Year 5				Year 6			
Households: 150		1/2017	4/2017	7/2017	10/2017	1/2018	4/2018	7/2018	10/2018	1/2019	4/2019	7/2019	10/2019	1/2020	4/2020	7/2020	10/2020	1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022
Projected Units		0	0	0	0	0	0	0	0	0	0	50	150	150	150	150	150	150	150	150	150	150	150	150	150
# of Housing Units (Quarterly Projection)		0	0	0	0	0	0	0	0	0	0	50	100	0	0	0	0	0	0	0	0	0	0	0	0
Actual Units		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
# of Housing Units (Populated from QPR Reporting)																									
Canal Head Gates		Year 1				Year 2				Year 3				Year 4				Year 5				Year 6			
Households: 375,000		1/2017	4/2017	7/2017	10/2017	1/2018	4/2018	7/2018	10/2018	1/2019	4/2019	7/2019	10/2019	1/2020	4/2020	7/2020	10/2020	1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022
Projected Units		0	0	0	0	0	0	0	0	0	0	0	375,000	375,000	375,000	375,000	375,000	375,000	375,000	375,000	375,000	375,000	375,000	375,000	375,000
# of Housing Units (Quarterly Projection)		0	0	0	0	0	0	0	0	0	0	0	375,000	0	0	0	0	0	0	0	0	0	0	0	0
Actual Units		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
# of Housing Units (Populated from QPR Reporting)																									
HMGP		Year 1				Year 2				Year 3				Year 4				Year 5				Year 6			
Households: 30		1/2017	4/2017	7/2017	10/2017	1/2018	4/2018	7/2018	10/2018	1/2019	4/2019	7/2019	10/2019	1/2020	4/2020	7/2020	10/2020	1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022
Projected Units		0	0	0	0	0	10	20	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30
# of Housing Units (Quarterly Projection)		0	0	0	0	0	10	10	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Actual Units		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
# of Housing Units (Populated from QPR Reporting)																									

City of Columbia CDBG-DR Action Plan

Action Plan Projections, December 21, 2016

Financial Projections

Administration	Year 1				Year 2			
Allocation: \$999,450	1/2017	4/2017	7/2017	10/2017	1/2018	4/2018	7/2018	10/2018
Projected Expenditures	\$70,000	\$130,000	\$168,470	\$206,940	\$245,410	\$283,880	\$322,350	\$360,820
Quarterly Projection	\$70,000	\$60,000	\$38,470	\$38,470	\$38,470	\$38,470	\$38,470	\$38,470
Actual Expenditure	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Actual Quarterly Expend (from QPRs)								

Planning & Project Delivery	Year 1				Year 2			
Allocation: \$999,450	1/2017	4/2017	7/2017	10/2017	1/2018	4/2018	7/2018	10/2018
Projected Expenditures	\$70,000	\$130,000	\$168,470	\$206,940	\$245,410	\$283,880	\$322,350	\$360,820
Quarterly Projection	\$70,000	\$60,000	\$38,470	\$38,470	\$38,470	\$38,470	\$38,470	\$38,470
Actual Expenditure	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Actual Quarterly Expend (from QPRs)								

Homeowner Assistance Program	Year 1				Year 2			
Allocation: \$3,336,150	1/2017	4/2017	7/2017	10/2017	1/2018	4/2018	7/2018	10/2018
Projected Expenditures	\$400,000	\$800,000	\$1,175,000	\$1,550,000	\$1,900,000	\$2,250,000	\$2,575,000	\$2,900,000
Quarterly Projection	\$400,000	\$400,000	\$375,000	\$375,000	\$350,000	\$350,000	\$325,000	\$325,000
Actual Expenditure	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Actual Quarterly Expend (from QPRs)								

Homeowner Buyout Program	Year 1				Year 2			
Allocation: \$2,000,000	1/2017	4/2017	7/2017	10/2017	1/2018	4/2018	7/2018	10/2018
Projected Expenditures	\$175,000	\$350,000	\$525,000	\$675,000	\$825,000	\$975,000	\$1,115,000	\$1,255,000
Quarterly Projection	\$175,000	\$175,000	\$175,000	\$150,000	\$150,000	\$150,000	\$140,000	\$140,000
Actual Expenditure	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Actual Quarterly Expend (from QPRs)								

Small Rental Repair Program	Year 1				Year 2			
Allocation: \$6,565,270	1/2017	4/2017	7/2017	10/2017	1/2018	4/2018	7/2018	10/2018
Projected Expenditures	\$550,000	\$1,050,000	\$1,550,000	\$2,050,000	\$2,550,000	\$3,050,000	\$3,525,000	\$4,000,000
Quarterly Projection	\$550,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$475,000	\$475,000
Actual Expenditure	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Actual Quarterly Expend (from QPRs)								

Elevation Reimbursement Program	Year 1				Year 2			
Allocation: \$3,490,000	1/2017	4/2017	7/2017	10/2017	1/2018	4/2018	7/2018	10/2018
Projected Expenditures	\$687,500	\$1,375,000	\$2,062,500	\$2,750,000	\$3,437,500	\$3,455,000	\$3,472,500	\$3,490,000
Quarterly Projection	\$687,500	\$687,500	\$687,500	\$687,500	\$687,500	\$17,500	\$17,500	\$17,500
Actual Expenditure	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Actual Quarterly Expend (from QPRs)								

Minor Repair Program	Year 1				Year 2			
Allocation: \$3,398,680	1/2017	4/2017	7/2017	10/2017	1/2018	4/2018	7/2018	10/2018
Projected Expenditures	\$325,000	\$640,000	\$955,000	\$1,255,000	\$1,555,000	\$1,805,000	\$2,055,000	\$2,280,000
Quarterly Projection	\$325,000	\$315,000	\$315,000	\$300,000	\$300,000	\$250,000	\$250,000	\$225,000
Actual Expenditure	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Actual Quarterly Expend (from QPRs)								

Economic Development	Year 1				Year 2			
Allocation: \$200,000	1/2017	4/2017	7/2017	10/2017	1/2018	4/2018	7/2018	10/2018
Projected Expenditures	\$15,000	\$30,000	\$45,000	\$60,000	\$72,500	\$85,000	\$97,500	\$110,000
Quarterly Projection	\$15,000	\$15,000	\$15,000	\$15,000	\$12,500	\$12,500	\$12,500	\$12,500
Actual Expenditure	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Actual Quarterly Expend (from QPRs)								

Total Expenditures	Year 1				Year 2			
Allocation: \$20,989,000	1/2017	4/2017	7/2017	10/2017	1/2018	4/2018	7/2018	10/2018
Projected Expenditures	\$2,292,500	\$4,505,000	\$6,649,440	\$8,753,880	\$10,830,820	\$12,187,760	\$13,484,700	\$14,756,640
Quarterly Projection	\$2,292,500	\$2,212,500	\$2,144,440	\$2,104,440	\$2,076,940	\$1,356,940	\$1,296,940	\$1,271,940
Actual Expenditure	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Actual Quarterly Expend (from QPRs)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Financial Projections Continued

Administration	Year 3				Year 4			
Allocation: \$999,450	1/2019	4/2019	7/2019	10/2019	1/2020	4/2020	7/2020	10/2020
Projected Expenditures	\$399,290	\$437,760	\$476,230	\$514,700	\$553,170	\$591,640	\$630,110	\$668,580
Quarterly Projection	\$38,470	\$38,470	\$38,470	\$38,470	\$38,470	\$38,470	\$38,470	\$38,470
Actual Expenditure	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Actual Quarterly Expend (from QPRs)								

Planning & Project Delivery	Year 3				Year 4			
Allocation: \$999,450	1/2019	4/2019	7/2019	10/2019	1/2020	4/2020	7/2020	10/2020
Projected Expenditures	\$399,290	\$437,760	\$476,230	\$514,700	\$553,170	\$591,640	\$630,110	\$668,580
Quarterly Projection	\$38,470	\$38,470	\$38,470	\$38,470	\$38,470	\$38,470	\$38,470	\$38,470
Actual Expenditure	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Actual Quarterly Expend (from QPRs)								

Homeowner Assistance Program	Year 3				Year 4			
Allocation: \$3,336,150	1/2019	4/2019	7/2019	10/2019	1/2020	4/2020	7/2020	10/2020
Projected Expenditures	\$3,200,000	\$3,231,150	\$3,248,650	\$3,266,150	\$3,283,650	\$3,301,150	\$3,318,650	\$3,336,150
Quarterly Projection	\$300,000	\$31,150	\$17,500	\$17,500	\$17,500	\$17,500	\$17,500	\$17,500
Actual Expenditure	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Actual Quarterly Expend (from QPRs)								

Homeowner Buyout Program	Year 3				Year 4			
Allocation: \$2,000,000	1/2019	4/2019	7/2019	10/2019	1/2020	4/2020	7/2020	10/2020
Projected Expenditures	\$1,385,000	\$1,510,000	\$1,635,000	\$1,760,000	\$1,877,500	\$1,895,000	\$1,912,500	\$1,930,000
Quarterly Projection	\$130,000	\$125,000	\$125,000	\$125,000	\$117,500	\$17,500	\$17,500	\$17,500
Actual Expenditure	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Actual Quarterly Expend (from QPRs)								

Small Rental Repair Program	Year 3				Year 4			
Allocation: \$6,565,270	1/2019	4/2019	7/2019	10/2019	1/2020	4/2020	7/2020	10/2020
Projected Expenditures	\$4,475,000	\$4,950,000	\$5,425,000	\$5,900,000	\$6,372,770	\$6,390,270	\$6,407,770	\$6,425,270
Quarterly Projection	\$475,000	\$475,000	\$475,000	\$475,000	\$472,770	\$17,500	\$17,500	\$17,500
Actual Expenditure	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Actual Quarterly Expend (from QPRs)								

Elevation Reimbursement Program	Year 3				Year 4			
Allocation: \$3,490,000	1/2019	4/2019	7/2019	10/2019	1/2020	4/2020	7/2020	10/2020
Projected Expenditures	\$3,490,000	\$3,490,000	\$3,490,000	\$3,490,000	\$3,490,000	\$3,490,000	\$3,490,000	\$3,490,000
Quarterly Projection	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Actual Expenditure	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Actual Quarterly Expend (from QPRs)								

Minor Repair Program	Year 3				Year 4			
Allocation: \$3,398,680	1/2019	4/2019	7/2019	10/2019	1/2020	4/2020	7/2020	10/2020
Projected Expenditures	\$2,505,000	\$2,705,000	\$2,905,000	\$3,090,000	\$3,275,000	\$3,293,680	\$3,311,180	\$3,328,680
Quarterly Projection	\$225,000	\$200,000	\$200,000	\$185,000	\$185,000	\$18,680	\$17,500	\$17,500
Actual Expenditure	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Actual Quarterly Expend (from QPRs)								

Economic Development	Year 3				Year 4			
Allocation: \$200,000	1/2019	4/2019	7/2019	10/2019	1/2020	4/2020	7/2020	10/2020
Projected Expenditures	\$120,000	\$130,000	\$140,000	\$150,000	\$157,500	\$165,000	\$172,500	\$180,000
Quarterly Projection	\$10,000	\$10,000	\$10,000	\$10,000	\$7,500	\$7,500	\$7,500	\$7,500
Actual Expenditure	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Actual Quarterly Expend (from QPRs)								

Total Expenditures	Year 3				Year 4			
Allocation: \$20,989,000	1/2019	4/2019	7/2019	10/2019	1/2020	4/2020	7/2020	10/2020
Projected Expenditures	\$15,973,580	\$16,891,670	\$17,796,110	\$18,685,550	\$19,562,760	\$19,718,380	\$19,872,820	\$20,027,260
Quarterly Projection	\$1,216,940	\$918,090	\$904,440	\$889,440	\$877,210	\$155,620	\$154,440	\$154,440
Actual Expenditure	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Actual Quarterly Expend (from QPRs)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Financial Projections Continued

Administration	Year 5				Year 6			
Allocation: \$999,450	1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022
Projected Expenditures	\$707,050	\$745,520	\$783,990	\$822,460	\$860,930	\$899,450	\$959,450	\$999,450
Quarterly Projection	\$38,470	\$38,470	\$38,470	\$38,470	\$38,470	\$38,520	\$60,000	\$40,000
Actual Expenditure	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Actual Quarterly Expend (from QPRs)								
Planning & Project Delivery	Year 5				Year 6			
Allocation: \$999,450	1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022
Projected Expenditures	\$707,050	\$745,520	\$783,990	\$822,460	\$860,930	\$899,450	\$959,450	\$999,450
Quarterly Projection	\$38,470	\$38,470	\$38,470	\$38,470	\$38,470	\$38,520	\$60,000	\$40,000
Actual Expenditure	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Actual Quarterly Expend (from QPRs)								
Homeowner Assistance Program	Year 5				Year 6			
Allocation: \$3,336,150	1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022
Projected Expenditures	\$3,336,150	\$3,336,150	\$3,336,150	\$3,336,150	\$3,336,150	\$3,336,150	\$3,336,150	\$3,336,150
Quarterly Projection	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Actual Expenditure	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Actual Quarterly Expend (from QPRs)								
Homeowner Buyout Program	Year 5				Year 6			
Allocation: \$2,000,000	1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022
Projected Expenditures	\$1,947,500	\$1,965,000	\$1,982,500	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
Quarterly Projection	\$17,500	\$17,500	\$17,500	\$17,500	\$0	\$0	\$0	\$0
Actual Expenditure	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Actual Quarterly Expend (from QPRs)								
Small Rental Repair Program	Year 5				Year 6			
Allocation: \$6,565,270	1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022
Projected Expenditures	\$6,442,770	\$6,460,270	\$6,477,770	\$6,495,270	\$6,512,770	\$6,530,270	\$6,547,770	\$6,565,270
Quarterly Projection	\$17,500	\$17,500	\$17,500	\$17,500	\$17,500	\$17,500	\$17,500	\$17,500
Actual Expenditure	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Actual Quarterly Expend (from QPRs)								
Elevation Reimbursement Program	Year 5				Year 6			
Allocation: \$3,490,000	1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022
Projected Expenditures	\$3,490,000	\$3,490,000	\$3,490,000	\$3,490,000	\$3,490,000	\$3,490,000	\$3,490,000	\$3,490,000
Quarterly Projection	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Actual Expenditure	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Actual Quarterly Expend (from QPRs)								
Minor Repair Program	Year 5				Year 6			
Allocation: \$3,398,680	1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022
Projected Expenditures	\$3,346,180	\$3,363,680	\$3,381,180	\$3,398,680	\$3,398,680	\$3,398,680	\$3,398,680	\$3,398,680
Quarterly Projection	\$17,500	\$17,500	\$17,500	\$17,500	\$0	\$0	\$0	\$0
Actual Expenditure	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Actual Quarterly Expend (from QPRs)								
Economic Development	Year 5				Year 6			
Allocation: \$200,000	1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022
Projected Expenditures	\$185,000	\$190,000	\$195,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000
Quarterly Projection	\$5,000	\$5,000	\$5,000	\$5,000	\$0	\$0	\$0	\$0
Actual Expenditure	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Actual Quarterly Expend (from QPRs)								
Total Expenditures	Year 5				Year 6			
Allocation: \$20,989,000	1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022
Projected Expenditures	\$20,161,700	\$20,296,140	\$20,430,580	\$20,565,020	\$20,659,460	\$20,754,000	\$20,891,500	\$20,989,000
Quarterly Projection	\$134,440	\$134,440	\$134,440	\$134,440	\$94,440	\$94,540	\$137,500	\$97,500
Actual Expenditure	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Actual Quarterly Expend (from QPRs)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Performance Projections

Homeowner Assistance Program	Year 1				Year 2			
Households: 76	1/2017	4/2017	7/2017	10/2017	1/2018	4/2018	7/2018	10/2018
Projected Units	0	15	27	37	47	55	63	70
# of Housing Units (Quarterly Projection)	0	15	12	10	10	8	8	7
Actual Units	0	0	0	0	0	0	0	0
# of Housing Units (Populated from QPR Reporting)								

Homeowner Buyout Program	Year 1				Year 2			
Households: 42	1/2017	4/2017	7/2017	10/2017	1/2018	4/2018	7/2018	10/2018
Projected Units	0	5	10	15	19	23	27	30
# of Housing Units (Quarterly Projection)	0	5	5	5	4	4	4	3
Actual Units	0	0	0	0	0	0	0	0
# of Housing Units (Populated from QPR Reporting)								

Small Rental Repair Program	Year 1				Year 2			
Households: 193	1/2017	4/2017	7/2017	10/2017	1/2018	4/2018	7/2018	10/2018
Projected Units	0	22	42	62	80	98	114	129
# of Housing Units (Quarterly Projection)	0	22	20	20	18	18	16	15
Actual Units	0	0	0	0	0	0	0	0
# of Housing Units (Populated from QPR Reporting)								

Elevation Reimbursement Program	Year 1				Year 2			
Households: 22	1/2017	4/2017	7/2017	10/2017	1/2018	4/2018	7/2018	10/2018
Projected Units	0	6	12	17	22	22	22	22
# of Housing Units (Quarterly Projection)	0	6	6	5	5			
Actual Units	0	0	0	0	0	0	0	0
# of Housing Units (Populated from QPR Reporting)								

Minor Repair Program	Year 1				Year 2			
Households: 1,198	1/2017	4/2017	7/2017	10/2017	1/2018	4/2018	7/2018	10/2018
Projected Units	0	150	290	420	540	640	740	840
# of Housing Units (Quarterly Projection)	0	150	140	130	120	100	100	100
Actual Units	0	0	0	0	0	0	0	0
# of Housing Units (Populated from QPR Reporting)								

Economic Development	Year 1				Year 2			
Jobs:	1/2017	4/2017	7/2017	10/2017	1/2018	4/2018	7/2018	10/2018
Projected Jobs	0	0	0	0	0	0	0	0
# of Jobs Created/Retained (Quarterly Projection)								
Actual Jobs	0	0	0	0	0	0	0	0
# of Permanent Jobs Created								
# of Permanent Jobs Retained								

Performance Projections Continued

Homeowner Assistance Program		Year 3				Year 4			
Households: 76		1/2019	4/2019	7/2019	10/2019	1/2020	4/2020	7/2020	10/2020
Projected Units		76	76	76	76	76	76	76	76
# of Housing Units (Quarterly Projection)		6							
Actual Units		0	0	0	0	0	0	0	0
# of Housing Units (Populated from QPR Reporting)									

Homeowner Buyout Program		Year 3				Year 4			
Households: 42		1/2019	4/2019	7/2019	10/2019	1/2020	4/2020	7/2020	10/2020
Projected Units		33	36	38	40	42	42	42	42
# of Housing Units (Quarterly Projection)		3	3	2	2	2			
Actual Units		0	0	0	0	0	0	0	0
# of Housing Units (Populated from QPR Reporting)									

Small Rental Repair Program		Year 3				Year 4			
Households: 193		1/2019	4/2019	7/2019	10/2019	1/2020	4/2020	7/2020	10/2020
Projected Units		144	159	171	183	193	193	193	193
# of Housing Units (Quarterly Projection)		15	15	12	12	10			
Actual Units		0	0	0	0	0	0	0	0
# of Housing Units (Populated from QPR Reporting)									

Elevation Reimbursement Program		Year 3				Year 4			
Households: 22		1/2019	4/2019	7/2019	10/2019	1/2020	4/2020	7/2020	10/2020
Projected Units		22	22	22	22	22	22	22	22
# of Housing Units (Quarterly Projection)									
Actual Units		0	0	0	0	0	0	0	0
# of Housing Units (Populated from QPR Reporting)									

Minor Repair Program		Year 3				Year 4			
Households: 1,198		1/2019	4/2019	7/2019	10/2019	1/2020	4/2020	7/2020	10/2020
Projected Units		940	1,015	1,090	1,148	1,198	1,198	1,198	1,198
# of Housing Units (Quarterly Projection)		100	75	75	58	50			
Actual Units		0	0	0	0	0	0	0	0
# of Housing Units (Populated from QPR Reporting)									

Economic Development		Year 3				Year 4			
Jobs:		1/2019	4/2019	7/2019	10/2019	1/2020	4/2020	7/2020	10/2020
Projected Jobs		0	0	0	0	0	0	0	0
# of Jobs Created/Retained (Quarterly Projection)									
Actual Jobs		0	0	0	0	0	0	0	0
# of Permanent Jobs Created									
# of Permanent Jobs Retained									

Performance Projections Continued

Homeowner Assistance Program		Year 5				Year 6			
Households: 76		1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022
Projected Units		76	76	76	76	76	76	76	76
# of Housing Units (Quarterly Projection)									
Actual Units		0	0	0	0	0	0	0	0
# of Housing Units (Populated from QPR Reporting)									

Homeowner Buyout Program		Year 5				Year 6			
Households: 42		1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022
Projected Units		42	42	42	42	42	42	42	42
# of Housing Units (Quarterly Projection)									
Actual Units		0	0	0	0	0	0	0	0
# of Housing Units (Populated from QPR Reporting)									

Small Rental Repair Program		Year 5				Year 6			
Households: 193		1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022
Projected Units		193	193	193	193	193	193	193	193
# of Housing Units (Quarterly Projection)									
Actual Units		0	0	0	0	0	0	0	0
# of Housing Units (Populated from QPR Reporting)									

Elevation Reimbursement Program		Year 5				Year 6			
Households: 22		1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022
Projected Units		22	22	22	22	22	22	22	22
# of Housing Units (Quarterly Projection)									
Actual Units		0	0	0	0	0	0	0	0
# of Housing Units (Populated from QPR Reporting)									

Minor Repair Program		Year 5				Year 6			
Households: 1,198		1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022
Projected Units		1,198	1,198	1,198	1,198	1,198	1,198	1,198	1,198
# of Housing Units (Quarterly Projection)									
Actual Units		0	0	0	0	0	0	0	0
# of Housing Units (Populated from QPR Reporting)									

Economic Development		Year 5				Year 6			
Jobs:		1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022
Projected Jobs		0	0	0	0	0	0	0	0
# of Jobs Created/Retained (Quarterly Projection)		0	0	0	0	0	0	0	0
Actual Jobs		0	0	0	0	0	0	0	0
# of Permanent Jobs Created									
# of Permanent Jobs Retained									

Exhibit D – SF-424 Form and Checklists

OMB Number: 4040-0004
Expiration Date: 8/31/2016

Application for Federal Assistance SF-424			
* 1. Type of Submission: ☐ Preapplication ☒ Application ☐ Changed/Corrected Application		* 2. Type of Application: ☒ New ☐ Continuation ☐ Revision	
		* If Revision, select appropriate letter(s): * Other (Specify): 	
* 3. Date Received: 		4. Applicant Identifier: 	
5a. Federal Entity Identifier: 		5b. Federal Award Identifier: 	
State Use Only:			
6. Date Received by State:		7. State Application Identifier:	
8. APPLICANT INFORMATION:			
* a. Legal Name:			
* b. Employer/Taxpayer Identification Number (EIN/TIN): 		* c. Organizational DUNS: 	
d. Address:			
* Street1:			
Street2:			
* City:			
County/Parish:			
* State:			
Province:			
* Country:			
* Zip / Postal Code:			
e. Organizational Unit:			
Department Name: 		Division Name: 	
f. Name and contact information of person to be contacted on matters involving this application:			
Prefix:		* First Name:	
Middle Name:			
* Last Name:			
Suffix:			
Title:			
Organizational Affiliation: 			
* Telephone Number:		Fax Number:	
* Email:			

Application for Federal Assistance SF-424		
* 9. Type of Applicant 1: Select Applicant Type:		
C: City or Township Government		
Type of Applicant 2: Select Applicant Type:		
Type of Applicant 3: Select Applicant Type:		
* Other (specify):		
* 10. Name of Federal Agency:		
U.S. Department of Housing and Urban Development		
11. Catalog of Federal Domestic Assistance Number:		
14-228		
CFDA Title:		
Community Development Block Grant Disaster Recovery (CDBG-DR)		
* 12. Funding Opportunity Number:		
FR-5938-N-01		
* Title:		
Allocation, Common Application, Waivers, and Alternative Requirements for Community Development Block Grant (CDBG) Disaster Recovery Grantee Under Transportation, Housing and Urban Development and Related Agencies Appropriation Act, 2016. PL-114-113		
13. Competition Identification Number:		
Title:		
14. Areas Affected by Project (Cities, Counties, States, etc.):		
	Add Attachment	Delete Attachment
View Attachment		
* 15. Descriptive Title of Applicant's Project:		
City of Columbia Community Development Block Grant Disaster Recovery (CDBG-DR) Program		
Attach supporting documents as specified in agency instructions.		
Add Attachments	Delete Attachments	View Attachments

Application for Federal Assistance SF-424	
16. Congressional Districts Of:	
* a. Applicant SC-002	* b. Program/Project SC-002
Attach an additional list of Program/Project Congressional Districts if needed.	
	Add Attachment Delete Attachment View Attachment
17. Proposed Project:	
* a. Start Date: 11/04/2016	* b. End Date: 11/04/2022
18. Estimated Funding (\$):	
* a. Federal	19,989,000.00
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	1,000,000.00
* g. TOTAL	20,989,000.00
* 19. Is Application Subject to Review By State Under Executive Order 12372 Process? ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on . ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review. ☒ c. Program is not covered by E.O. 12372.	
* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.) ☐ Yes ☒ No If "Yes", provide explanation and attach Add Attachment Delete Attachment View Attachment	
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001) ☒ ** I AGREE ** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.	
Authorized Representative:	
Prefix: Ms.	* First Name: Teresa
Middle Name: B.	
* Last Name: Wilson	
Suffix:	
* Title: City Manager	
* Telephone Number: 803-545-3026	Fax Number: 803-545-3051
* Email: tbwilson@columbiasc.ent	
* Signature of Authorized Representative:	* Date Signed:
	9-16-2016

Community Development Block Grant (CDBG) Disaster Recovery
Transportation, Housing and Urban Development and Related Agencies Appropriations Act, 2016 (P.L. 114-113)

Initial Action Plan Review

Grantee: **City of Columbia, South Carolina**

State or Entitlement: **Entitlement**

Date Plan Re-Submitted: **12/21/2016**

Entity Designated to Administer the Funds: **City of Columbia Community Development Dept**

Date Plan Reviewed:

Amount of Funds Allocated in Plan: **\$19,989,000**

Submitted within 90 days of Federal

Reviewer/Title: **Gloria Saeed, Interim Director, City of Columbia Community Development**

Register Notice? **Yes**

Criteria:		Yes (provide page #)	No (provide
A. General Action Plan Requirements			
Does the Action Plan for disaster recovery identify the proposed use(s) of grantee's allocation, including criteria for eligibility, how the uses address long-term recovery, restoration of infrastructure and housing and economic revitalization in the most impacted and distressed areas?		Yes (Pages 1, 5, 32-57)	
(1) Needs Assessment	An impact and unmet needs assessment, as described in the Notice: (a) Does the assessment evaluate the three core aspects of recovery – housing, infrastructure, and economic revitalization? (b) Does the assessment of emergency shelters and housing needs address interim and permanent; owner and rental; single family and multifamily; affordable, and market rate; and housing to meet the needs of pre-disaster homeless persons? (c) Does the assessment take into account the various forms of assistance available to, or likely to be available to, affected communities and individuals to identify needs not addressed by other sources? Does the grantee assess whether public services are necessary to complement activities intended to address housing and economic revitalization needs? (d) Did the grantee produce an estimate of unmet need by estimating the portion of need likely to be addressed by insurance proceeds, other federal assistance, or any other funding source by using the most recent available data? Did the grantee cite data sources? (e) Are impacts described by type at the lowest geographical level practicable (e.g., county level or lower if available), using the most recent available data ? (h) Does the assessment take into account the costs of incorporating mitigation and resiliency measures to protect against future hazards?	Yes (Pages 1, 5, 32-57) Yes (Pages 11-16, 27-28, 45) Yes (Pages 32-45) Yes (Pages 13-16, 27-28, 45) Yes (Pages 32-45) Yes (Pages 18-26) Yes (Pages 35-37, 62-64)	
(2) Connection between Needs and Allocation(s) of Funds	Does the assessment describe the connection between the identified unmet needs and the allocation of CDBG-DR resources, demonstrating a proportionate allocation of resources relative to areas and categories (housing, economic rev., infra.) of greatest need, including public and HUD-assisted housing?	Yes (Pages 32-45)	
(3) Planning & Coordination	(a) How the grantee will promote sound, sustainable long-term recovery planning informed by a post-disaster evaluation of hazard risk, especially land-use decisions that reflect responsible flood plain management and take into account possible sea level rise (for example, by using FEMA floodplain maps, frequency and intensity of precipitation events, and designs applying the new Advisory Based Flood Elevations (ABFE) or higher)?	Yes (Pages 58-59, 60-65)	
	(b) How the grantee will coordinate with other local and regional planning efforts to ensure consistency?	Yes (Pages 58-59)	
(4) Leveraging Funds	How the grantee will leverage CDBG disaster recovery funds to generate a more effective and comprehensive recovery?	Yes (Pages 59-60)	

(5)	Protection of People and Property; Construction Methods	How the grantee's programs or activities will attempt to protect people and property from harm and how construction methods will emphasize high quality, durability, energy efficiency, a healthy indoor environment, sustainability, and water or mold resistance, including how it will support adoption and enforcement of modern building codes and mitigation of hazard risk, including sea rise, high winds, storm surge, and flooding, where appropriate?	Yes (Pages 60-65)	
		(a) How the grantee will comply with the Green Building Standard established in the Notice for all new construction of residential buildings and for all replacement of substantially damaged residential buildings (i.e., where repair costs exceed 50% of replacement cost)?	Yes (Pages 60-64)	
		(b) How the grantee will comply, to the extent applicable, with guidelines specified in the HUD CPD Green Building Retrofit Checklist for the rehabilitation of non-substantially damaged residential buildings where the repair costs are less than 50% replacement cost, including standards for appliances and products when replaced as part of rehab? This requirement does not apply when Energy star, Water-Sense Labeled, or FEMP-designated products do not exist.	Yes (Pages 60-64)	
		(c) Describe the grantee's standards for housing and small business rehabilitation contractors performing work in the jurisdiction, including a mechanism for homeowners and businesses to appeal the quality of rehabilitation work?	Yes (Pages 60-61)	
		(d) Indicate the grantee's dam/levee work will include registration with the USACE Levee Database or Dam Inventory; ensure the structure is admitted under the USACE P.L. 84-99; ensure the structure is accredited under the FEMA National Flood Insurance Program; will upload the location of the structure and area served and protected into DRGR; and maintain file documentation of a risk assessment prior to flooding the flood control structure and that the investment includes risk reduction measures?	Yes (Page 61)	
(6)	Elevation Standards	Does the grantee indicate that it will apply the elevation standards for new construction, repair or substantial damage, or substantial improvements to residential structures in flood hazard areas, such that the lowest floor is at least 2 feet above the 1 percent annual floodplain elevation?	Yes (Pages 62-63)	
(7)	Public Housing, HUD-assisted Housing, and Housing for the Homeless	How the grantee will identify need (and sources to fund that need) and address the rehabilitation (as defined at 24 CFR.570.202), reconstruction and replacement of: (a) disaster-impacted public housing (including administrative offices), including how the grantee will address the rehabilitation, mitigation and new construction needs of each impacted Public Housing Authority within its jurisdiction; (b) HUD-assisted housing (as defined by the Notice); and (c) McKinney-Vento funded shelters and housing for the homeless (including emergency shelters, transitional and permanent housing for the homeless, and private market units receiving project-based assistance or with tenants that participate in the Section 8 Housing Choice Voucher program)?		
			Yes (Pages 13-16, 27-28, 45)	
			Yes (Pages 13-16, 27-28, 45)	
			Yes (Pages 13-16, 27-28, 45)	
(8)	Broadband Infrastructure	Does the Plan confirm that the grantee will ensure the installation of broadband infrastructure in a substantially rehabilitated building with four or more rental units?	Yes (Page 64)	

(9)	Disaster-resistant Housing	How the grantee will encourage provision of a housing for all income groups that is disaster-resistant, including a description of how it plans to address:	Yes (Pages 66-69)	
		(a) Transitional housing, permanent supportive housing and permanent housing needs of individuals and families (including subpopulations) that are homeless or at risk of being homeless?	Yes (Pages 12-16, 27-28, 45)	
		(b) Prevention of low-income individuals and families with children (especially those with incomes below 30 percent of median) from becoming homeless?	Yes (Pages 8-10, 12-16, 65)	
		(c) The special needs of persons who are not homeless but require supportive housing (e.g., populations identified in 24 CFR 91.315(e) or 91.215(e) as applicable)?	Yes (Pages 13-16, 65)	
		(d) How planning decisions may affect racial, ethnic, and low-income concentrations, and ways to provide the availability of affordable housing in low-poverty, non-minority areas where appropriate and in response to natural hazard-related impacts?	Yes (Pages 6-8, 13-16)	
(10)	Minimize or Address Displacement	How the grantee plans to minimize displacement of persons or entities and to assist any persons or entities displaced?	Yes (Pages 46-55, 65-68, 84)	
(11)	Program Income	How the grantee will manage program income, and the purpose(s) for which it may be used?	Yes (Page 69)	
(12)	Monitoring Standards and Procedures	(a) Monitoring standards and procedures sufficient to (i) ensure program requirements (including nonduplication of benefits) are met, and (ii) provide for continual quality assurance and adequate program oversight?	Yes (Pages 68-72)	
B. State Grantees Only				
tion Plan describe:			N/A	
(13)	Description of MOD or Programs/Activities	The method of distribution of funds to UGLG's and/or descriptions of specific programs or activities the state will carry out directly?	N/A	
(14)	Basis for Allocations	How the needs assessment informed allocation determinations identified in the Plan, including the rationale for State-identified most impacted and distressed areas not identified by HUD?	N/A	
(15)	Program/Activity Details	For each program or activity carried out by the State:		
		(a) The projected uses of the CDBG-DR funds, including the administering entity, budget and geographic area?	N/A	
		(b) The threshold factors or applicant eligibility criteria, grant size limits and proposed start and end dates?	N/A	
		(c) How the projected use will meet CDBG eligibility criteria and a national objective?	N/A	
		(d) How the projected uses relate to a specific impact of the disaster and will result in long-term recovery?	N/A	
(16)	Criteria to Determine Method of Distribution	When funds are allocated to UGLGs through a method of distribution, all criteria used to determine the distribution, including the relative importance of each criterion?	N/A	
		When programs are carried out directly, all criteria used to select applications for funding, including the relative importance of each criterion?	N/A	

C. Local Government Grantees Only			
Does the Action Plan describe:			
(17) Description of Programs/ Activities	Specific programs and/or activities the UGLG will carry out directly or through subrecipients, and all criteria used to select applications, including the relative importance of each criterion?	Yes (Pages 46-57)	
(18) Basis for Allocations	How the needs assessment informed the allocation determinations?	Yes (Pages 46-57)	
(19) Program/Activity Details	For each program or activity that will be carried out by the UGLG or through a subrecipient: (a) The projected uses of the CDBG-DR funds, including the administering entity, budget and geographic area? (b) The threshold factors or applicant eligibility criteria, grant size limits and proposed start and end dates? (c) How the projected use will meet CDBG eligibility criteria and a national objective? (d) How the projected use relates to a specific impact of the disaster and will result in long-term recovery? (e) Has the grantee identified any ineligible activities (e.g., use of CDBG-DR for forced mortgage payoff, construction of dam/levee beyond original footprint, incentive payments to households that move to disaster-impacted floodplains, assistance to privately-owned utilities, not prioritizing assistance to businesses that meet the definition of a small business, or assistance for second homes)? Are all activities and uses authorized under title I of the Housing and Community Development Act of 1974 or allowed by waiver or alternative requirement published in this Notice? (f) Has the grantee identified that CDBG-DR funds would be used as a matching contribution for any other Federal program for an eligible CDBG activity? If the match is for U.S. Army Corps of Engineers projects, is the amount of CDBG-DR funds for the project no more than \$250,000? Has the grantee avoided using CDBG-DR funds used to supplant, reimburse, or substitute for FEMA or Army	Yes (Pages 46-57)	
D. Location, Mitigation Measures, Use of Urgent Need			
(20) Presidentially-declared County	Are, or will, all activities be located in a Presidentially-declared county that is eligible for assistance under this Notice?	Yes (Page 73)	
(21) Mitigation Measures	Are mitigation measures a necessary expense related to the disaster relief, long-term recovery, and restoration of infrastructure, housing, or economic revitalization?	Yes (Page 73)	
(22) Use of Urgent Need	If using the Urgent Need national objective, does the grantee reference the type, scale, and location of the disaster-related impacts that each program and/or activity is addressing? Are the impacts in the needs assessment?	Yes (Page 73)	
E. Clarity of Plan and Citizen Participation			
(23) Clarity	Does the action plan include sufficient information so that citizens, UGLGs and other eligible subgrantees or subrecipients, or applicants will be able to understand and comment on the action plan, as well as prepare responsive applications (if applicable)?	Yes	
(24) Budget	Does the Plan include a chart or table that illustrates, at the most practical level, how all funds are budgeted?	Yes (Pages 1, 5)	
(25) Time for Citizen Comment	Did the grantee provide at least fourteen days for citizen comment and ongoing citizen access to information about the use of grant funds?	Yes (Pages 74-76, 82)	

(26)	Publication	Was the proposed Plan published before its adoption? Note: Correct answer is "yes".	Yes (Pages 74-76, 82)	
(27)	Publication	Did the manner of publication including prominent posting on the grantee's official website (with topic of disaster recovery navigable from the homepage of the grantee or relevant agency) and afford citizens, affected local governments and other interested parties a reasonable opportunity to examine the Plan and provide comments?	Yes (Pages 74-76, 82)	
(28)	Website	Does the grantee have a website to access action plans, action plan amendments, QPRs, citizen participation requirements, procurement policies and procedures; executed CDBG-DR contracts, and status of contracts?	Yes (Page 80)	
(29)	Consultation	Did the grantee consult with local governments, public housing authorities? Did the grantee consult with nongovernmental organizations, the private sector and other stakeholders and affected parties in the surrounding geographic area to ensure consistency of the plan with application regional redevelopment plans?	Yes (Pages 4-5, 32)	
E. Clarity of Plan and Citizen Participation (cont.)				
(30)	Accessibility	Was the Plan available in a form accessible to all, including persons with disabilities and non-English-speaking persons? (State which disabilities and which languages.)	Yes (Pages 82, 89)	
(31)	Receipt of Comments	Did the grantee provide a reasonable timeframe and method (including electronic submission) for receiving comments on the plan?	Yes (Pages 74-76, 89)	
(32)	Substantial Amendment	Does the Action Plan define what constitutes a substantial amendment to the Plan, including change in program benefit or eligibility criteria; the addition or deletion of an activity; or the allocation or reallocation of a monetary threshold specified by the grantee?	Yes (Page 77)	
(33)	Summary of Public Comments	If comments were made, does the Plan include a summary of those comments and the grantee's response?	Yes (Pages 89-99)	
(34)	Consistency of Budget	Do the various activities in the Plan add correctly? Are the combined activities equal to or less than the total CDBG-DR amount available? Are the amounts consistent throughout the plan?	Yes (Pages 1, 5, 46-57)	
(35)	Citizen Complaints	Does the grantee's citizen participation plan advise citizens that they will receipt responses to citizen complaints within 15 days of the receipt of the complaint, if practicable?	Yes (Pages 74-76)	
(36)	Risk Analysis Documentation	Has the grantee submitted the Risk Analysis Documentation as described in the Notice?	Yes (Pages 77-83)	
(36)	CDBG-DR Certifications	Does the Plan include the required CDBG-DR certifications? Are the certifications signed by the Chief Executive Officer? (Please see the certifications tab.)	Yes (Pages 83, 86-88)	
(38)	SF-424	Does the Plan include a completed and executed Federal form SF-424? Is the SF-424 signed by the correct grantee official?	Yes (Pages 108-110)	
G. Conclusion				
(39)	Complete and Compliant	Based on the reviewer's responses to the above questions, is the Action Plan complete and in compliance with the Federal Register notice and Public Law 114-113?	Yes (Page 84)	
(40)	Pre-Award, Pre-Agreement, and Reimbursement	The Department expects Grantees to identify pre-agreement costs in their Action Plans. Did the grantee consult with the State Historic Preservation Officers, Fish and Wildlife Service (FWS) and National Marine Fisheries Services (NMFS) when designing a reimbursement program?	Yes (Page 84)	
(41)	Uniform Relocation Act	Grantees must also define "demonstrable hardship" and "not suitable for rehabilitation" in the Action Plan or in policies and procedures.	Yes (Page 85)	

(42)	Deadlines	Does Action Plan include a projection of expenditures and outcomes that shows the grantee will expend funds within the six year timeframe, as required by the Notice?	Yes (Pages 86, 100-107)	
(43)	Most impacted and distressed	At least 80 percent of the funds provided under the Notice must address unmet needs within the "most impacted and distressed" counties identified in Table 1 of the Notice. Does the Action Plan currently show that not more than 20 percent will be spent in locations other than those identified in Table 2?	Yes (Page 85)	
(44)	Approved	Is the Plan approved?	Yes (Page 85)	
(45)	Reason(s) for Resubmittal	If the Plan needs to be re-submitted, please indicate the reasons.	*See HUD Letter & City Response	

This checklist is part of the administrative record of the Department's review of a disaster recovery Action Plan Amendment submitted pursuant to Section 420 of the Transportation, Housing and Urban Development, and Related Agencies Appropriations Act, 2016 (P.L. 114-113) and the Federal Register Notice published June 17, 2016 (81 FR 39687). In using the checklist, reviewers are reminded that each of the criterion as stated on the checklist is necessarily an abbreviated and generalized summary of the more detailed requirements outlined in the Federal Register Notice for each criterion. Reviewer answers to each question on the checklist must be informed by applying the requirements of each criterion as outlined in the Federal Register Notice to each element of the Action Plan. Use of the checklist does not substitute comparison of the Action Plan Amendment submission against the requirements of the applicable Notices and making a determination based on the Standard of Review set forth in 24 CFR 91.500, as augmented by the applicable Notices.

Certifications Checklist
CDBG-DR Grants under Public Law 114-113

Each State or UGLG receiving a direct allocation in the Notice must make the following certifications:		Certification included with Action Plan?
a.	The grantee certifies that it has in effect and is following a residential anti-displacement and relocation assistance plan in connection with any activity assisted with funding under the CDBG	Yes
b.	The grantee certifies its compliance with restrictions on lobbying required by 24 CFR part 87, together with disclosure forms, if required by part 87.	Yes
c.	The grantee certifies that the Action Plan for Disaster Recovery is authorized under State and local law (as applicable) and that the grantee, and any entity or entities designated by the grantee, possess(es) the legal authority to carry out the program for which it is seeking funding, in accordance with applicable HUD regulations and this Notice. The grantee certifies that activities to be administered with funds under this Notice are consistent with its Action Plan.	Yes
d.	The grantee certifies that it will comply with the acquisition and relocation requirements of the URA, as amended, and implementing regulations at 49 CFR part 24, except where waivers or alternative requirements are provided for in this Notice.	Yes
e.	The grantee certifies that it will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulations at 24 CFR part 135.	Yes
f.	The grantee certifies that it is following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105 or 91.115, as applicable (except as provided for in notices providing waivers and alternative requirements for this grant). Also, each UGLG receiving assistance from a State grantee must follow a detailed citizen participation plan that satisfies the requirements of 24 CFR 570.486 (except as provided for in notices providing waivers and alternative requirements for this	Yes
g.	Each State receiving a direct award under this Notice certifies that it has consulted with affected UGLGs in counties designated in covered major disaster declarations in the non-entitlement, entitlement, and tribal areas of the State in determining the uses of funds, including method of distribution of funding, or activities carried out directly by the State.	N/A
h.	The grantee certifies that it is complying with each of the following criteria: (1) Funds will be used solely for necessary expenses related to disaster relief, long-term recovery, restoration of infrastructure and housing, and economic revitalization in the most impacted and distressed areas for which the President declared a major disaster in 2015 pursuant to the Robert T. Stafford Disaster Relief and emergency Assistance Act of 1974 (42 U.S.C. 5121 et seq.) related to the consequences of Hurricane Joaquin and adjacent storm systems, Hurricane Patricia, and other flood events. (2) With respect to activities expected to be assisted with CDBG-DR funds, the Action Plan has been developed so as to give the maximum feasible priority to activities that will benefit low- and moderate-income families. (3) The aggregate use of CDBG-DR funds shall principally benefit low- and moderate-income families in a manner that ensures that at least 70 percent of the grant amount is expended for activities that benefit such persons. (4) The grantee will not attempt to recover any capital costs of public improvements assisted with CDBG-DR grant funds, by assessing any amount against properties owned and occupied by persons of low- and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless: (a) disaster recovery grant funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under this title; or (b) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient CDBG funds (in any form) to comply with the requirements of clause (a).	
		Yes
		Yes
		Yes
i.	The grantee certifies that it (and any subrecipient or recipient) will conduct and carry out the grant in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601–3619) and implementing regulations, and that it will affirmatively further fair housing.	Yes

j. The grantee certifies that it has adopted and is enforcing the following policies. In addition, States receiving a direct award must certify that they will require UGLGs that receive grant funds to certify that they have adopted and are enforcing: (1) A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and (2) A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such nonviolent civil rights demonstrations within its jurisdiction.	
	Yes
k. Each State or UGLG receiving a direct award under this Notice certifies that it (and any subrecipient or recipient) has the capacity to carry out disaster recovery activities in a timely manner; or the State or UGLG will develop a plan to increase capacity where such capacity is lacking to carry out disaster recovery activities in a timely manner; and that the grantee has reviewed the requirements of the notice and the requirements of Public Law 114-113 applicable to funds allocated by this notice, and certifies to the accuracy of Risk Analysis Documentation submitted to demonstrate that this has in place proficient financial controls and procurement processes; adequate procures to prevent any duplication of benefits as defined by section 312 of the Stafford Act, to ensure timely expenditure of funds; to maintain a comprehensive disaster recovery website; to ensure timely communication of application status to applicants for disaster recovery assistance , and that its implementation plan accurately describes it current capacity and how it will address any capacity gaps.	Yes
l. The grantee will not use grant funds for any activity in an area identified as flood prone for land use or hazard mitigation planning purposes by the State, local, or Tribal government or delineated as a special flood hazard area in FEMA's most recent flood advisory maps, unless it also ensures that the action is designed or modified to minimize harm to or within the floodplain, in accordance with Executive Order 11988 and 24 CFR part 55. The relevant data source for this provision is the State, local and Tribal government land use regulations and hazard mitigation plan and the latest issued FEMA data or guidance, which includes advisory data (such as Advisory Base Flood Elevations) or preliminary and final Flood Insurance Rate Maps.	Yes
m. The grantee certifies that its activities concerning lead-based paint will comply with the requirements of 24 CFR part 35, subparts A, B, J, K, and R.	Yes
n. The grantee certifies that it will comply with applicable laws.	Yes
<i>This checklist is part of the administrative record of the Department's review of a disaster recovery Action Plan Amendment submitted pursuant to Section 420 of the Transportation, Housing and Urban Development, and Related Agencies Appropriations Act, 2016 (P.L. 114-113) and the Federal Register Notice published June 17, 2016 (81 FR 39687). In using the checklist, reviewers are reminded that each of the criterion as stated on the checklist is necessarily an abbreviated and generalized summary of the more detailed requirements outlined in the Federal Register Notice for each criterion. Reviewer answers to each question on the checklist must be informed by applying the requirements of each criterion as outlined in the Federal Register Notice to each element of the Action Plan. Use of the checklist does not substitute comparison of the Action Plan Amendment submission against the requirements of the applicable Notices and making a determination based on the Standard of Review set forth in 24 CFR 91.500, as augmented by the applicable Notices.</i>	

Exhibit E – Duplication of Benefit Procedures

City of Columbia Duplication of Benefit Procedures

The Robert T. Stafford Disaster Relief and Emergency assistance Act (Stafford Act) requires that recipients of federal disaster recovery funding make certain that no "person, business concern or other entity" will receive duplicative assistance'. Because disaster assistance to each person/entity varies widely based on their insurance coverage and eligibility for federal funding, grantees cannot comply with the Stafford Act without first completing a duplication of benefits (DOB) analysis specific to each applicant.

A Duplication of Benefit occurs when:

- A beneficiary receives assistance
- The assistance is from multiple sources
- The assistance amount exceeds the need for a particular recovery purpose

In response to the severe storms and subsequent flooding that occurred as a result of Hurricane Joaquin (DR 4241/3373), the City of Columbia received supplemental disaster recovery assistance through HUD's Community Development Block Grant (CDBG) Program. This assistance is intended to supplement, not replace, other public, private and nonprofit sector resources that have already been provided for the same need or loss. For example, if a family's damaged home costs \$100,000 to repair and the homeowner received insurance proceeds in that amount, the homeowner could not also receive federal disaster recovery funds to repair the home. In order to ensure that CDBG-DR funding is spent on eligible activities, the City is responsible to verify that each program provides assistance to a person or entity only to the extent that the person or entity has a disaster recovery need that has not been fully met by funds that have already been, or will be paid, from another source.

The purpose of this document is to outline the process by which the City of Columbia Development will verify that all applications for assistance from the programs funded by the city (both housing and non-housing), as well as all projects implemented by city grantees, contractors and sub-recipients, will be reviewed for possible duplication of benefits. The procedures described below are also applicable to all grantees and sub-recipients, and must be incorporated in the design and administration of programs/projects undertaken by them.

The first step of the DOB determination (calculation) is to determine the amount of assistance needed and the amount of funds previously received, or to be received, for a disaster recovery activity. This is accomplished by first determining the applicant's, grantee or sub-recipient's post-storm disaster need prior to the receipt or potential receipt of other funds. Next, all other sources of recovery assistance received, or available to be received, must be disclosed during the application process and must be verified. Other sources of funds include, but are not limited to: private insurance, Federal Emergency Management Agency, Small Business Administration (SBA), the National Flood Insurance Program (NFIP), local and state funds, other federal programs, and private and nonprofit organizations.

The next step is to identify assistance that is not available for the activity. This consists of: funds received that are not for the same purpose as the CDBG-DR activity(s); funds not available to the applicant, i.e. forced mortgage payoff, funds from private loans not guaranteed by the SBA (forgivable loans are duplicative); and any other asset or line of credit available to the applicant, such as checking and savings accounts, stocks, etc. These funds are not considered to be duplicative and may be excluded ~~from being deducted~~ as a duplication of benefit. Finally, after subtracting from the proposed activity cost the duplicate funds received or available to receive, calculate the maximum CDBG-DR award.

Once the maximum CDBG-DR award has been determined, applicants, grantees or sub-recipients will be required to sign an agreement (either subrogation or Cooperative Endeavor Agreement) requiring them to return to the City of Columbia any assistance received for the same purpose as the CDBG-DR funds. This agreement will be monitored by City of Columbia program staff, grantees and sub-recipients (if applicable) at least once annually for a period of three years. Unless an additional need is established, disaster recovery funds must be recaptured to the extent they are in excess of the need and duplicate other assistance received by the beneficiary for the same purpose.

The following is an example of the above described process for DOB determinations:

1: Identify the Applicant's Total Need Prior to Assistance	\$100,000
2: Identify ALL Potential Duplicative Assistance	\$35,000
3: Deduct Assistance Determined to be Duplicative	\$30,000
4: Determine the Maximum Eligible Award (Item 1 less Item 3)	\$70,000
5. Apply Program Cap (if applicable)	\$50,000
6. Calculate Final Award (lesser of Items 4 or 5)	\$50,000

Unmet Needs

Disaster recovery assistance needs are calculated at a point in time. As a result, subsequent circumstances may occur that affect the need. If, after the assistance has been calculated and/or a CDBG-DR award has been made, an applicant can demonstrate a change in circumstances the award calculation may be subsequently reevaluated to take the increased need into consideration. Such changes in circumstance include: vandalism, contractor fraud, an increase in the cost of materials and/labor, a change in local zoning law or building codes, or subsequent damage to a home or business that was partially repaired. However, the reevaluation must be completed before the initial need for which assistance was granted has been fully met (e.g., before a damaged house is fully repaired).

The federal regulation pertaining to the City of Columbia policy and procedure for identifying Duplication of Benefits is found in Federal Register/ Vol. 76, No. 221, November 16, 2011, which should be reviewed as part of determining Duplication of Benefits. This guidance will be incorporated into all the policies and procedures for each CDBG-DR funded program, if applicable.

DOB Monitoring

The process for identifying and then monitoring for DOB begins with the review of each grant application, whether it is for a specific project or an individual beneficiary of CDBG-DR funds. An applicant must provide detailed information about other sources of funds that were received or may be received related to the activity for which CDBG-DR funds are being requested. As part of the application or intake process, the City of Columbia staff will review and verify the other funds to determine if they are for the same activity and exceed the need for recovery assistance. Once CDBG funds are awarded, minus any funding determined to be a DOB, applicants are required to notify the City of Columbia of the receipt of any additional funds received for the same activity. As such, program staff will review individual pay requests and project amendments to determine if other funds have been received that represent a DOB. In the event that additional funds are determined to be a DOB, funds will be withheld from future pay requests, and the approved project budget will be amended. In the event that all funds have been expended and a DOB is identified, the applicant will be required to repay the funds to the City of Columbia for return to the U.S. Treasury in accordance with the signed Grant Agreement, Cooperative Endeavor Agreement and/or Subrogation Agreement.

Monitoring for duplication of benefits will also be incorporated into the city's existing monitoring policies and procedures.

Methods for Verifying DOB

The City receives monthly updates on SBA loans made to repair storm damages; however applicants are required to submit information on all funding received during the application intake process. Case Managers also use third party verification procedures to properly document applicant files.

Staff Responsible for Conducting DOB Analysis

The Disaster Recovery Case Managers completed application intake and the initial screening of all documentation submitted by applicants and ensured that all possible duplicative sources of assistance are discussed and disclosed by the applicant. After the application is complete, the Case Manager will verify all third-party sources of funding and perform the DOB analysis as outlined in program policies and procedures. Prior to providing CDBG-DR assistance, a Quality Assurance/Quality Control (QA/QC) review will be conducted to ensure that all applications are complete and DOB calculations are correct using the best available data. In addition, the applicant will be required to sign a grant and subrogation agreement prior to the disbursement of funds or commencement of project activities. City assigned Compliance and Monitoring staff will then review regular updates of third party information for duplicative assistance and will alert Case Managers if action needs to be taken on an applicant file. Any duplicative assistance identified will require an adjustment of the calculation and either a reduction in award or grant recapture carried out in accordance with the program's subrogation agreement, if necessary.

In the event that grant funds are disbursed to a grantee or sub-recipient, the assigned Case Manager will be responsible to conduct the DOB analysis and ensure that the Grant Agreement or Cooperative Endeavor Agreement contain the appropriate Subrogation

Language. The Case Manager will also be responsible for ensuring that all DOB calculations are calculated correctly and will make adjustments as new DOB information becomes available. The Case Manager will also be responsible to ensure that any reduction of award or recapture occurs in accordance with the Grant Agreement or Cooperative Endeavor Agreement.

Exhibit F – Procurement Policies and Procedures

CITY OF COLUMBIA COMMUNITY DEVELOPMENT DEPARTMENT

CDBG DISASTER RECOVERY PROCUREMENT POLICY

These procedures are intended to serve as guidelines for the procurement of supplies, equipment, construction services and professional services for the City of Columbia Community Development Block Grant (CDBG) Disaster Recovery Program. These guidelines meet state requirements and the standards established in §2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (formerly 24 CFR 85.36).

CODE OF CONDUCT

The City of Columbia (the City) maintains these standards of conduct covering conflict of interest and governing the performance of its employees engaged in the selection, award, and administration of contracts as required by 2 CFR Section 200.318. No employee, officer, or agent of the City of Columbia shall participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict could arise if the employee, officer or agent; any member of his/her immediate family; his/her partner; or an organization which employs or is about to employ any of the above, has a financial or other interest in the firm selected for award.

If the City of Columbia has a parent, affiliate or subsidiary organization (that is not a state, federally recognized tribe, or local government), the entity must also maintain written standards of conduct covering organization conflicts of interest. Organizational conflicts of interest occur when the entity is unable, or appears to be unable, to be impartial in conducting a procurement action involving a related organization because of relationships with a parent company, affiliate or subsidiary organization.

To ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft design plans and specifications, requirements, statements of work, and invitations for bids or requests for proposals must be excluded from competing for such procurements as required in 2 CFR Section 200.319 (a).

Under the 1991 Ethics Reform Act, South Carolina Code of Laws, 1976 as amended, City of Columbia employees are prohibited from accepting *anything of value* from any person such as contractors or firms, potential contractors or firms, or parties to sub-agreements. *Anything of value* includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest free loans.

Any alleged violations of these standards of conduct shall be referred to the City of Columbia Attorney. Where violations appear to have occurred, the offending employee,

officer or agent shall be subject to disciplinary action, including but not limited to dismissal or transfer; where violations or infractions appear to be substantial in nature, the matter may be referred to the appropriate officials for criminal investigation and possible prosecution.

PROCUREMENT PROCEDURES

The director of each department or agency of the City of Columbia responsible for procurement of services, supplies, equipment, or construction obtained with Disaster Recovery CDBG funds shall review all proposed procurement actions to avoid the purchase of unnecessary or duplicative items. Such reviews shall consider consolidation or breaking out to obtain a more economical purchase. When determined appropriate by the Director, an analysis to determine which approach would be the most economical shall be undertaken.

The City of Columbia shall take affirmative steps to assure that small and minority firms, women's business enterprises, and surplus labor firms are solicited whenever they are potential qualified sources. The City of Columbia shall also consider the feasibility of dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority firms, women's business enterprises, and labor surplus firms. Where permitted by regulations, delivery schedules will be developed that will include participation by such businesses. The City of Columbia shall assist the prime contractor whenever possible by providing lists that identify qualified small and minority firms, women's business enterprises, and labor surplus area firms.

SELECTION PROCEDURES

All goods and services procured with CDBG Disaster Recovery funds shall be carried out in a manner that provides maximum free and open competition. Procurement procedures will not restrict or eliminate competition. The City of Columbia shall not place unreasonable requirements on firms in order for them to qualify to do business. Nor will the City of Columbia encourage or participate in noncompetitive practices among firms. The City of Columbia is alert to organizational conflicts that would jeopardize the negotiation process and limit competition. The City of Columbia will not require unnecessary experience or bonding.

Pursuant to state law and federal regulations at 2 CFR 200.319 (c), all solicitations of offers shall incorporate a clear accurate description of the technical requirements for the material, service, or product to be procured. In competitive procurements, these descriptions shall not contain features which unduly limit competition. The description may include a statement of the qualitative nature of the material, product, or service and the minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications shall be avoided whenever possible. A *brand name or equal* description may be used to define the performance or

other salient requirements of procurement. The specific features of the named brand that must be met by offerors shall be clearly stated.

All solicitations of offers shall clearly set forth all requirements that offerors must fulfill and all other factors to be used in evaluating bids, proposals, or statements of qualifications.

Contracts shall be awarded only to responsible contractors/firms that possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.

Consideration shall be given to such factors as the contractor's/firm's capacity, integrity, compliance with public policy, record of past performance, and financial and technical resources.

Grantees and subgrantees will ensure that all prequalified lists of persons, firms, or products used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, grantees will not preclude potential bidders from qualifying during the solicitation period.

METHODS OF PROCUREMENT

Direct procurement by the City of Columbia shall be made using one of the following methods depending on the type of service to be procured.

Small Purchase Procedures Relatively simple, informal procurement procedures will be used where the purchase of materials, single task services, supplies, equipment, and/or other property will not cost in the aggregate more than \$25,000 except where further limited by state law or Disaster Recovery CDBG policy. The procurement officer must obtain a minimum of three written price or rate quotations from qualified sources. Documentation on all quotations received shall be made a part of the file. Selections shall be made principally on price. Payment shall be made upon delivery or completion.

Competitive Sealed Bids/Formal Advertising Under this procedure, bids is publicly advertised in accordance with the state's Public Bid Law. A firm fixed price contract (either lump sum or unit price) shall be awarded to the responsible bidder whose bid is lowest in price and that conforms to all the material terms and conditions of the advertisement for bids.

Competitive sealed bids can be used ONLY when the following criteria are met: (1) there are complete, adequate, and realistic specifications or purchase descriptions; (2) there are two or more responsible bidders who are willing and able to compete effectively; (3) the procurement can be made on a firm fixed-price contract and selection of the successful bidder can appropriately be made principally on the basis of price. When

formal advertising is used the following conditions shall be met:

- The advertisement for bids shall be publicly advertised in accord with state law.
- The advertisement for bids, including the specifications and pertinent attachments, shall clearly define the items or services needed in order for the bidders to properly respond to the advertisement.
- All bids shall be opened publicly at the time and place specified in the advertisement for bids.
- A firm fixed-price contract award shall be made by written notice to the lowest responsible bidder whose bid conforms to the advertisement for bids. Where specified in the bid documents, factors such as discounts, transportation costs, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts shall only be used to determine low bid when prior experience indicates that such discounts are generally taken.
- Notwithstanding the above, any or all bids may be rejected when there are sound documented business reasons in the best interest of the Disaster Recovery CDBG Program.

Competitive Negotiation: Requests for Proposals/Qualification Statements. The technique of competitive proposals is normally conducted with more than one source submitting an offer and either a fixed price or cost-reimbursement type contract is awarded. All competitive proposals shall be conducted using a formal RFP/RFQ when conditions are not appropriate for the use of sealed bids. Architectural and engineering services must be procured via requests for qualification statements; administrative consulting services must be procured via requests for proposals. Other professional services may also be procured by requests for proposals. The following procedures will be used for competitive negotiation:

- Requests for proposals will be publicized and identify all evaluation factors and their relative importance. Any response to requests for proposals must be considered to the maximum extent practical;
- Proposals must be solicited from an adequate number of qualified sources;
- The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
- Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

- The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.
- All submittals will be honored and entered into the competition.
- Request for proposals or qualification statements shall contain a detailed list of tasks in the proposed scope of work that is expected to be accomplished.
- The request for proposals or qualification statements shall identify all significant evaluation factors or selection criteria, including the corresponding point system that will be used to rate the proposals/qualification statements. Requests for proposals shall always include cost and at least one non-cost evaluation factor.
- The selecting official (or committee, if one is designated) shall review all proposals and statements received and make a technical evaluation of each. This shall also include a written statement that identifies the basis upon which the selection was made; including the importance of cost (for RFPs).

A contract award will be made to the responsible offeror whose submission is deemed most appropriate to the City of Columbia with consideration for price, qualifications, and other factors set by the local governing body. Unsuccessful offerors shall be notified in writing within ten working days of contract award. Documentation of notification shall be maintained in the contract selection file for the individual project.

For qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, at least three firms will be solicited. Following the review of the qualification statements received, the most qualified competitor will be selected to enter into contract negotiation. This shall always include negotiation of price to insure cost reasonableness. At the conclusion of successful negotiation, the competitor shall be invited to enter into a contract.

Noncompetitive Negotiation/Sole Source Noncompetitive negotiation shall be used when small purchase, formal advertising, or competitive negotiation procedures are not feasible. Noncompetitive negotiation will involve solicitations of a proposal from only one

source. This can also occur if solicitations under the competitive negotiation procedures result in only one proposal or qualification statement. Noncompetitive negotiation shall only be used when written authorization has been obtained from the U.S. Housing and Urban Development (HUD) In order to qualify for this type of procurement, one of the following circumstances must apply:

- The item or service is available only from a single source;
- It is determined that a public urgency or emergency exists and the urgency will not permit the delay beyond the time needed to employ one of the other three methods of procurement.
- After solicitation of a number of sources, competition is determined to be inadequate.

PROTESTED SOLICITATIONS AND AWARDS

Right to protest. Any actual or prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation or award of a contract may protest to the appropriate procurement officer. The protest, setting forth the grievance, shall be submitted in writing within five (5) days after such aggrieved persons know, or should have known of, the facts giving rise thereto, but in no circumstance after 10 days of notification of contract award.

Authority to resolve protests: The appropriate procurement officer shall have authority, prior to the commencement of an administrative review, as provided in this article, to settle and resolve a protest of an aggrieved bidder, offeror, contractor or subcontractor, actual or prospective, concerning the solicitation or award of a contract. This authority shall be utilized in a manner consistent with regulations or laws governing the procurement of supplies, services and construction for the city.

Decision. If the protest is not resolved by mutual agreement, the appropriate procurement officer shall promptly issue a decision in writing within 10 days. The decision shall state the reasons for the action taken.

Notice of decision. A copy of the decision shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.

Finality of decision. A decision of this section shall be final and conclusive, unless fraudulent, or unless any person adversely affected by the decision requests a review in writing, setting forth the grievance, to the city manager within 10 days of the decision. The protestant may also request an interview with the city manager.

Request for review. The request for a review shall not stay the contract unless fraudulent.

CONTRACT PRICING

Cost plus percentage of cost and percentage of construction cost methods of contracting **MUST NOT** be used. The City of Columbia shall perform cost or pricing analysis in connection with every procurement action including contract modifications in accordance with the requirements of *Cost and Price Analysis for HUD Grantees and Funding Recipients*. Costs or prices based on estimated costs for Disaster Recovery CDBG projects shall be allowed only to the extent that the costs incurred or the cost estimates included in negotiated prices are consistent with federal cost principals [48 CFR Part 31]. Lump sum prices will only be utilized when there is a definable work product and the quantity to be provided is certain and the contractor assumes all the risk for costs incurred. Unit prices can be utilized when there is a definable work product and the contractor assumes all the risk for costs incurred, but the quantity is estimated. Cost reimbursement will be utilized when the task does not result in a definable work product or the contractor will not assume the risk of incurring the cost to complete the task. Cost reimbursement, unit or lump sum price, or a combination thereof may be utilized as appropriate.

A cost reimbursement type contract is most appropriate when the scope and extent of the work to be performed are not clearly defined, such as a professional services contract. A cost reimbursement contract **MUST** clearly establish a cost ceiling which may not be exceeded without formally amending the contract, and must identify a fixed dollar profit that may not be increased unless there is a contract amendment that increases the scope of the work.

A fixed price contract is appropriate when the scope of work is very well defined and product oriented. A fixed price contract can only be awarded when fair and reasonable prices can be established through adequate price competition and the solicitation is based principally on price.

A fixed price contract **MUST** establish a guaranteed price that may not increase unless there is a contract amendment that increases the scope of the work.

PROCUREMENT RECORDS

The City of Columbia shall maintain records sufficient to detail the history of all CDBG Disaster Recovery procurements. The Procurement Record shall include documentation of:

- The determination and rationale for selecting the method of Procurement from among the methods permissible under these guidelines;
- The process used to determine best value, the manner in which the evaluation process was conducted, and the evaluation criteria which, whenever possible, shall be quantifiable;

- The rationale for selecting the specific Contractor or Vendor and the basis upon which cost was determined to be reasonable.
- For each amendment to an existing Contract, especially those containing material changes (e.g., changes in scope, performance period, price, price ceiling, etc.), a written justification shall be included in the Procurement Record.
- Determinations of emergency with respect to Emergency Selection Contracts shall be included in the Procurement Record, as well as the determination to enter into a Sole Source or Single Source Contract.

ECONOMIC OPPORTUNITIES FOR SECTION 3 RESIDENTS AND BUSINESSES

It is the policy of the City of Columbia to require its contractors to provide equal employment opportunity to all employees and applicants for employment without regard to race, color, religion, sex, national origin, disability, veteran's or marital status, or economic status and to take affirmative action to ensure that both job applicants and existing employees are given fair and equal treatment.

Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u) requires the City of Columbia to ensure that employment and other economic and business opportunities generated by HUD financial assistance, to the greatest extent feasible, are directed to public housing residents and other low-income persons, particularly recipients of government housing assistance, and business concerns that provide economic opportunities to low- and very-low income persons.

Section 3 requirements are triggered whenever the need for new employment, contracting or subcontracting is established for federally funded projects involving the construction or rehabilitation of housing, or other public construction projects, valued at \$200,000 or more and contracts of \$100,000 or more. Section 3 regulations apply to construction and professional services contracts alike and cover the entire project regardless of whether it is fully or partially funded by HUD.

Procurement and Contracting Policy

The City of Columbia will incorporate Section 3 Contracting Policy and Procedures in all procurements generated for use with HUD funding. This policy establishes goals for awarding contracts to Section 3 Businesses and Small Disadvantaged Businesses, formerly Minority and Women Business Enterprises (M/WBE). It is the responsibility of contractors, vendors and suppliers to implement progressive efforts to attain Section 3 compliance. The numerical goal is:

Ten percent (10%) of the aggregate number of new hires in any fiscal year.

The Section 3 Contract Clause specifies the requirements for contractors hired for Section 3 covered projects. Any contractor that does not meet the Section 3 numerical goals must

demonstrate why meeting the goals were not feasible. All contractors submitting bids or proposals to the City of Columbia are required to certify that they comply with the requirements of Section 3. The City's Office of Business Opportunity tracks Section 3 compliance.

Section 3 Clause

All Section 3 covered contracts shall include the following clause:

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD- assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training

and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract are subject to the provisions of Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

The City of Columbia will take all necessary affirmative steps to assure minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

- Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small, minority, and women's business enterprises;
- Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above.

CONTRACT COST AND PRICE

The City of Columbia will perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold (\$150,000) including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the City will make independent estimates before receiving bids or proposals.

The City of Columbia must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

Costs or prices based on estimated costs for contracts under the federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the City of Columbia under Subpart E—Cost Principles of this part. The City of Columbia may reference its own cost principles that comply with the Federal cost principles. **The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.**

CONTRACT ADMINISTRATION

The City of Columbia shall maintain contract administration systems that ensure contractors/firms perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. The accepted performance of contractors/ firms will be a factor in subsequent contract negotiations and award. Remedial action by the City of Columbia through legal processes shall be considered in instances of significant nonperformance.

PURCHASING DIVISION - SEGREGATION OF DUTIES

Segregation of duties is a vital and critical measure for effective internal controls in citywide procurement and contracting operations and to ensure the integrity of the business process. These measures further reduce the risk of erroneous and inappropriate actions and deter fraud and fraudulent acts. Staff with multiple functional roles has a greater opportunity to abuse powers within an organization. The City of Columbia clearly separates the roles of purchasing and finance including a separation of receiving (custody) of assets and recording, payments, monitoring and reviewer approval roles. Some specific examples of segregation of duties are as follows:

- The person who requisitions the purchase of goods or services is not the person who creates the purchase order or approves the purchase.
- The person who approves the purchase of goods or services is not the person who processes the invoices for payment.
- The person receiving an invoice is not the same individual creating the Purchase Order.
- The person who approves the purchase of goods or services is not able to obtain custody of checks to the recipient.
- The person who opens the mail is not the person handling fixed assets, invoicing, checks, etc.

Management is ultimately responsible for oversight, monitoring and review of the internal purchasing process. By performing periodic assessments and reviews of its procurement activities, the City will greatly reduce risks of fraud and abuse.

RESPONSIBLE CONTRACTORS

The City of Columbia will make awards only to responsible Contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. [2 CFR § 200.318(h)]. The City Community Development Department will assess vendor responsibility. Contractors and vendors must affirmatively demonstrate their responsibility and the responsibility of their proposed subcontractors.

PRE-QUALIFIED POOL (PQP) OF VENDORS

The City of Columbia may select contractors or vendors for any procurement activity from a qualified pool of potential contractors selected on the basis of an RFP or RFQ. Using a Pre-qualified Pool of Vendors allows aspects of the competitive process to be addressed early in a phased selection process so that vendors and contractors in the pool can be subsequently engaged on an accelerated, more efficient basis. Where a PQP has been established for a particular procurement, the solicitation of individual bids need not be publicly advertised. Contract award will be based on the lowest bid for specific services required. The City shall ensure that all panels include enough qualified sources to ensure maximum open and free competition. The City also will not preclude potential bidders from qualifying during the solicitation period. [2 CFR § 200.319(d)]

- State Agency or State Authority Contract. The City may enter into contracts with eligible vendors where the State has engaged in a competitive process to create a pool of eligible vendors for comparable services.
- Affiliated Agency Contract or Affiliated Agency Competitive Selection Process. Whenever an Affiliated Agency has completed a competitive process to create a pool of eligible vendors for the provision of goods and/or services, the City may enter into a contract with those vendors for such services, if for the same services and upon comparable terms.
- Intergovernmental Agreements. To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the federal government, the City is encouraged to enter into State and local intergovernmental agreements or inter-entity agreements, where appropriate, for procurement or use of common or shared goods and services. [2 CFR § 200.318(e)]

NO IN-STATE OR LOCAL GEOGRAPHICAL PREFERENCES

The City of Columbia must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in

the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws.

BONDING REQUIREMENTS

City of Columbia construction or housing rehabilitation contracts or subcontracts exceeding the Simplified Acquisition Threshold of \$150,000 may accept the City's contractor bonding policy and requirements provided that the federal awarding agency or pass-through entity has determined that the federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- A bid guarantee from each bidder equivalent to five percent of the bid price. The bid guarantee must consist of a firm commitment, such as a bid bond, certified check, or other negotiable instrument, accompanying a bid as assurance that the bidder will, upon acceptance of its bid, execute such contractual documents as required within the time specified. [2 CFR § 200.325 (a)]
- A performance bond on the part of the Contractor for 100 percent of the contract price. A performance bond is one executed in connection with a Contract to secure fulfillment of all the contractor's obligations under such contract. [2 CFR § 200.325 (b)]
- A payment bond on the part of the Contractor for 100 percent of the contract price. A payment bond is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract. [2 CFR § 200.325 (c)]

REQUIRED LANGUAGE IN CONTRACTS SUPPORTED BY FEDERAL FUNDS

All contracts supported by, or paid with, federal funds, and all terms required by any applicable federal statute, regulation, Federal Register notice, or policy shall be specifically incorporated by reference to such statute, regulation, Federal Register notice or policy. All CDBG-Disaster Recovery funded contracts must contain the applicable provisions described in Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, which is annexed to these procedures.

APPENDIX II TO PART 200
CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- A. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- B. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of *federally assisted construction contract* must include the equal opportunity clause in accordance with Executive Order 11246, *Equal Employment Opportunity*, as amended by Executive Order 11375 and implementing regulations at 41 CFR part 60, *Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor*.
- D. Davis-Bacon Act, as amended (40 U.S.C. 3141- 3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act as supplemented by Department of Labor regulations (29 CFR Part 5, *Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction*). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland Anti-Kickback Act (40 U.S.C. 3145). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701- 3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704. Less than 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of *funding agreement* under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that *funding agreement*, the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, *Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements*, and any implementing regulations issued by the awarding agency.
- G. Clean Air Act (42 U.S.C. 7401- 7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended - Contracts and subgrants in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act as amended. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- H. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM). SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or

employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.



We Are Columbia

MEETING DATE: October 16, 2018

DEPARTMENT: Human Resources

FROM: *Pam Benjamin,*

SUBJECT: State Health Plan Update - Ms. Pamela Benjamin, CPM, Chief of Staff / Human Resources Director

FINANCIAL IMPACT:

STRATEGIC GOALS: Foster a healthy quality of life, Provide high quality municipal services



We Are Columbia

MEETING DATE: October 16, 2018

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2018-056 Rescinding Motion to Maintain Defined Dollar Benefit (DDB) for Health Coverage and 80/20 Cost Share

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** 2018-056 Rescind DDB Motion and 80-20 cost share (PDF)

ORDINANCE NO.: 2018-056*Rescinding Motion to Maintain Defined Dollar Benefit (DDB) for Health Coverage and 80/20 Cost Share*

WHEREAS, on June 19, 2018, the Mayor and City Council unanimously voted to maintain the Defined Dollar Benefit (DDB) for health care coverage as well as the 80/20 cost share for employees; and,

WHEREAS, by Resolution No.: R-2018-084 on August 14, 2018 the Mayor and City Council authorized the City Manager to execute a Local Subdivision Entity Agreement between the City of Columbia and PEBA for Participation in the State's Health Insurance Program and authorized that all prior health care programs be rescinded in their entirety upon execution of the final agreements with PEBA; and,

WHEREAS, the Mayor and Council desire to rescind the June 5, 2018 motion to maintain the Defined Dollar Benefit (DDB) for health care coverage as well as the 80/20 cost share for employees and to proceed with entering into a Local Subdivision Entity Agreement between the City of Columbia and PEBA for Participation in the State's Health Insurance Program and rescinding all prior health care programs in their entirety upon execution of the final agreements with PEBA; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2018, that the June 5, 2018 motion to maintain the Defined Dollar Benefit (DDB) for health care coverage as well as the 80/20 cost share for employees is hereby rescinded and the City will proceed with entering into a Local Subdivision Entity Agreement between the City of Columbia and PEBA for Participation in the State's Health Insurance Program and rescinding all prior health care programs in their entirety upon execution of the final agreements with PEBA.

Requested by:

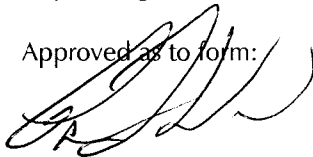
City Manager _____

Mayor

Approved by:

City Manager

Approved as to form:



Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT



We Are Columbia

MEETING DATE: October 16, 2018

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2018-061 - Adopting the Commercial Revolving Loan Fund ("CRLF") Code revised September 26, 2018

FINANCIAL IMPACT:

STRATEGIC GOALS: Collaborate and partner with entities, Foster a healthy quality of life, Grow opportunities for entrepreneurship, Provide high quality municipal services

ATTACHMENTS:

- **#a:** 2018-061 adopt Revised CRLF Code (PDF)
- **#b:** CRLF cover memo (PDF)

ORDINANCE NO.: 2018-061

Adopting the Commercial Revolving Loan Fund ("CRLF") Code, revised September 26, 2018

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2018, that the attached Commercial Revolving Loan Fund Code, revised September 26, 2018 is hereby adopted.

Requested by:

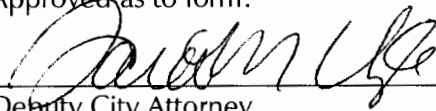
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

COMMERCIAL REVOLVING LOAN FUND

8.1 PURPOSE

The City of Columbia, through economic development projects financed by the Commercial Revolving Loan Fund, seeks to improve the number and caliber of job opportunities, as well as to retain existing jobs within the City of Columbia. The City of Columbia seeks to foster entrepreneurship, innovation and productivity through investments in infrastructure development, capacity building, and business development in order to attract private capital investment and higher-skill, higher-wage jobs. Additionally, the City of Columbia seeks the revitalization of commercial corridors throughout the City.

This code provision applies to all of the City of Columbia's commercial revolving loan funds, including those funds capitalized with federal, state and local dollars, unless a fund is otherwise provided for under another section of this code.

Interest payments and fees may be utilized to defray the ongoing administrative costs of operating the CRLF. Principal and any interest not used for administrative expenses will revolve into the CRLF for relending. The City will comply with any and all federal regulations and caps regarding administrative expenses.

8.2 DEFINITIONS

1. *Commercial Revolving Loan Fund Committee of the City of Columbia (CRLF Committee).* Seven (7) member committee appointed by City Council to review and approve/disapprove loan applications
2. *CRLF:* Commercial Revolving Loan Fund
3. *CRLF Staff.* The staff of the City of Columbia
4. *Economic Development Administration (EDA).* A department of the United States Department of Commerce providing revolving loan funds to the City of Columbia
5. *Equity.* Total grants and private dollars brought to a project by a borrower from any source other than the City of Columbia.
6. *Minority Business.* A minority-owned business is a business which reflects 51% minority ownership and in control of management decisions. Minority refers to any individual of a race other than Caucasian (white)

7. *Participating lender.* Banks and other institutional lenders who, in the regular course of business, make commercial loans
8. *Private or public commitment.* A commitment of funds needed for a project obtained from a bank, other lending institution, or legitimate private or public source
9. *~~Private to public dollar~~ Leveraging ratio.* The amount of ~~private~~ dollars leveraged investment, either through private commitment and/or a non-RLF participating lender in a project in relation to the amount of public RLF funds invested
10. *Small Business.* A small business is a start-up or expanding business which has 50 or fewer employees.
11. *Target Area.* From time to time the City may target a specific geographical area, census tract, corridor, or business type for funding. Such a designation will be considered a target area
12. *Total Project Cost.* Total direct costs incurred to carry out a project
13. *United States Department of Housing and Urban Development (HUD).* The Federal Agency that administers the Community Development Block Grant (CDBG) and any other federal funds awarded to the City of Columbia
14. *Woman-owned business.* A business which reflects 51% female ownership and in control of management decisions is considered a women-owned business

8.3 TYPES OF LOANS

Commercial revolving loans may take the form of:

1. *Participation loans* made in conjunction with loans made by other public or private financial lending institutions, with subordination features, also known as gap financing;
2. *Commercial loans* with a minimum equity investment as determined by the funding source. (Equity investments can come from the owner, private and/or non-bank investors, grants, or other sources of equity.);
3. *Loans under \$10,000* which may not require bank participation or ~~private~~ equity investment.
4. All loan types may offer special financing techniques, including moratoriums on interest and/or principal repayments for a specified period of time.

8.4 USE OF LOAN FUNDS

1. Loans may be made to small businesses for the purpose of financing building construction, conversions, expansions, acquisition of land, buildings, machinery, equipment, supplies and materials or in particular cases of supplying working capital where it is deemed necessary by the staff and CRLF Committee.
2. Interest payments and fees may be utilized to defray the ongoing administrative costs of operating the CRLF. Principal and any interest not used for administrative expenses will revolve into the CRLF for relending. The City will comply with any and all federal regulations and caps regarding administrative expenses.

8.5 ELIGIBLE APPLICANTS

1. The applicant must fit the definition of small business as defined by the City of Columbia - fifty (50) employees or less.
2. The business must be located within the corporate limits of the City of Columbia.
3. Applicants must agree to provide all information and business records requested pertaining to the loan or business during the application process or the term of the loan must be made available to the city. (Personal financial statements shall remain confidential.)
4. All principals or owners must agree to provide personal guarantees.
5. Applicants who have been in default on previous loans with the City of Columbia are not eligible for additional funding.
6. Minimum credit score. The City requires the applicant to have a minimum credit score of 600 to be eligible to apply for a commercial loan.
7. In order for a current loan recipient to be eligible for an additional loan, the applicant must meet the following conditions:
 - a. Minimum 50% equity requirement
 - b. Previous loan must either be paid off or have been in repayment for at least 2 years and be current with no late payments or defaults
 - c. Business must be in an identified target area of the City of Columbia
 - d. Business is unable to get all of the financing needed for the project from a private financial institution or other private source

8.6 INELIGIBLE ACTIVITIES

Commercial revolving loan funds cannot be used for the activities listed below. City staff may reject applications for ineligible activities.

1. The direct or indirect refinancing of any pre-existing debt or subsidizing interest payments on an existing loan.
2. Funds for payment, distribution, or as a loan to owners, partners or shareholders of the applicant's business, except as ordinary compensation for services rendered.
3. Acquisition of an equity position in a private business,
4. Loan guarantees (a promise by one party to assume the debt obligation of a borrower if the borrower defaults on a loan).
5. The relocation of a business within the City of Columbia presently located outside of the Columbia commuting area.
6. Where the purpose of the loan is to finance the acquisition, construction, improvement or operation of real property which is to be held for speculative real estate ventures.
7. Where the purpose of the loan is to finance the creation, dissemination, or distribution of material deemed patently repugnant by commonly recognized community standards of decency or which has the effect of denying anyone their constitutionally guaranteed rights.
8. Where the effect of the granting of the loan would be to encourage a monopoly or be inconsistent with accepted practices of the American system of free competitive enterprise.
9. Where the applicant's business may not operate totally within the laws of the City of Columbia and the State of South Carolina.
10. Other activities prohibited by specific funding sources. See sections 8.18.1(c) for additional ineligible uses of EDA funds.
11. If City Staff determines that an application is ineligible for funding, a letter will be sent to the applicant within fourteen (14) business days of receipt. City Staff will notify the CRLF Committee of all applications that have been determined to be ineligible.

8. 7 FEES, INTEREST, TERMS AND LIMITS

1. Fees

Application Fee

A. A loan application fee of \$100, plus identifiable direct third-party charges (credit reports,), shall be collected at time of application to defer processing expenses.

Origination Fee

A loan servicing fee of up to one percent (1%) shall be added to the cost of the CRLF loan. Fees shall be predicated on local market conditions and commensurate to risk to the CRLF.

2. Interest

A. Unless otherwise dictated by the funding source, (see sections EDA – 8.189.4; CDBG – 8.1920.54; CERF – 8.201.54) the interest rate to be charged on City of Columbia CRLF loans shall be set at one percent (1%) below the current money center prime rate quoted in the *Wall Street Journal*. This rate will change from time to time with changes in the prime rate. These changes will be reflected in the City's rate of interest on the last day of the month in which the change in prime rate occurs.

B. In no event shall the interest rate charged be less than three percent (3%) annually nor shall it be greater than the maximum interest allowed under state law. Adjustable interest rates and balloon/call provisions may be utilized.

3. Terms

Terms for repayment of loans may vary, but standard terms for repayment shall be as follows:

- A. Equipment: 7 to 10 years;
- B. Land and building: up to 25 years
- C. Inventory: up to 3 years
- D. Working Capital: up to 2 years
- E. Leasehold Improvements: up to 25 years
- F. All loans will have five (5) year balloon/call features

4. Limits

The city's maximum loan shall not exceed \$200,000 for EDA funded loans and \$100,000 for loans from all other funding sources.

The CRLF committee reserves the right to adjust the fees, interest, terms and limits when deemed necessary to carry out the goals of the commercial revolving loan fund program, however all federal requirements for lending programs must be met.

8.8 LOAN REVIEW COMMITTEE

The CRLF Committee shall consist of seven (7) members who shall assume responsibility for final approval of loan applications. The CRLF committee will be comprised of (1) one attorney with business or corporate expertise, (2) a licensed commercial contractor, (3-4) two small business persons (of which one may represent a small business development agency or a non-profit business), (5) a local bank representative, (6) a ~~senior staff/administration member~~ Assistant City Manager with the City of Columbia and (7) the Community Development Director with the City of Columbia. Individuals for these positions will be appointed by city council for two (2) year terms. City staff/administration members on the committee must not be the direct or indirect supervisor of the city staff presenting loans for approval.

The CRLF Committee is authorized to do the following:

1. Approve/deny all loan requests;
2. Approve/deny loan modifications recommended by staff;
3. Approve/deny subordination requests that would change the City's collateral position on an active loan;
4. Approve/deny referrals for legal action on defaulted loans;
5. Review policies and procedures which apply to CRLF funds; and
6. Review quarterly portfolio reports provided by staff.

In determining whether a loan request should be approved or denied, the CRLF committee is to consider the underwriting guidelines established under Section 8.10.

Only the CRLF committee can reverse its decisions to approve or deny loan requests, modifications, and referrals for legal action.

The CRLF committee is a public body and is subject to the Freedom of Information Act. Any scheduled meeting convening a quorum of the membership, whether corporal or by electronic means (including a telephone conference) is subject to FOIA.

8.9 APPLICATION PROCEDURES

1. An application form and all required supporting documentation must be submitted prior to a loan request being analyzed by City staff.
2. Loan Applications must include the following to be considered complete:
 - a. Business Financial statements for the past three (3) years and interim statements for the current year submitted by an applicant showing the applicable date of the information given, and signed and certified by the applicant or his accountant. The COC may require an audited statement.

- b. Personal financial statements for all principals of the business.
 - c. Federal Tax Returns for the past three (3) years and interim statements for the current year must be submitted for all existing businesses.
 - d. If an Applicant does not have three (3) years of tax returns or financial statements, the COC shall require personal tax returns of the principals in the business
 - e. Three most recent months of bank statements for the business or for start-up businesses with no bank history, three most recent months of statements for all principals of the business.
 - f. A detailed projection of earnings for the next three (3) years must be submitted by the applicant.
 - g. Incorporation documentation for incorporated businesses.
 - h. Verification of current number of employees.
3. After a completed application has been submitted, the loan officer will review the file to ensure it meets all minimum underwriting criteria and present to the CRLF committee for approval within sixty (60) days.
4. Applicants are required to attend CRLF committee meetings when their application is being reviewed.
5. Applicants will be informed of their approval/denial status within seven (7) business days of the committee's decision.

8.10 UNDERWRITING CRITERIA (CONSIDERATION AND REVIEW OF APPLICATIONS)

Before submitting an Application Package to the CRLF Committee, City staff will review the package for the following underwriting criteria.

- 1. Adequate assurances are given that the loan can be repaid pursuant to proper terms and conditions based on review of financial statements and analysis of cash flow.
- 2. Adequate assurance that the loan is to accomplish an improvement which is warranted in light of current market conditions and an analysis of past performance and future projections.
- 3. The applicant must obtain a minimum private commitment of 10% (or higher as required by the applicable funding source-CDBG section 8.1920.3; EDA section 8.189.3; CERF section 8.204.3) of the total project costs, where required. City of Columbia grants cannot be used to meet an applicant's minimum equity investment.
- 4. Each loan must create or retain one job per \$35,000 borrowed. Each applicant must certify that all jobs to be created will be filled as proposed in the loan application and/or all jobs being retained would be lost to the business within two (2) years without public support.

5. The applicant's credit, capacity and collateral is adequate.
 - a. Borrowers should have a debt coverage ratio of 1.0-1.15 and above.
 - b. Applicants must show evidence of adequate and acceptable collateral sufficient to provide a legitimate secondary repayment source through the life of the loan.
 - i. Collateral should have a maximum loan to value ratio of:
 - (a) 50-75% for inventory, equipment and receivables and
 - (b) 80% for real estate
 - (c) The ratio for the loan value to the collateral needed shall be determined by staff.
 - ii. The City may take a subordinate position to other lenders.
 - iii. Collateral is required on all loans above \$10,000. Loans under \$10,000 may be approved with proper personal guarantees (and UCCs if applicable) to satisfy collateral requirements.
 - iv. Any subordination agreements occurring after loan closing may be executed by City staff unless the result would change the City's position to a lesser position, in which case loan committee approval is required. The CRLF Committee will be notified of any subordination executed.
6. The business data provided by the application shows the business as solvent, efficient and or profitable.
7. The applicant demonstrates adequate funding to complete the proposed improvement project.
8. The proposed improvements meet any applicable federal guidelines. It is the responsibility of city staff to ensure that all improvements funded with federal funds meet the appropriate federal guidelines prior to awarding funds.
9. No conflicts of interest or perceived conflicts of interest exist preventing award.
10. Preference will be shown to applicants included in one or more of the following classifications:
 - a. minority-owned small businesses;
 - b. women-owned small-businesses;
 - c. commercial and/or business activities which have a significant economic benefit;
 - d. acquisition and renovation of older buildings in a target area;
 - e. businesses involving new technology; and
 - f. applicants with high job and private to public dollar leveraging ratios

After staff's analysis the underwriting criteria, all eligible completed Application Packages shall be submitted to the loan review committee for consideration.

8.11 LOAN CLOSING REQUIREMENTS AND MONITORING

1. Personal guarantees are required on all loans in addition to any other collateral requirements determined by the CRLF committee.
2. The City shall record UCC's for equipment, furniture and fixtures financed and/or used as collateral.
3. City staff should insure that all loans are protected through adequate insurance coverage.

A. Key man insurance (an insurance policy taken out by a business to compensate that business for financial losses that would arise from the death or extended incapacity of an important member of the business) may be required under the following circumstances:

1. The business is a sole proprietorship with no succession plan.
 2. The loan amount is greater than \$50,000.
 3. There is no real estate used as collateral for the loan.
4. It is the responsibility of the City staff to collect financial statements and tax documents throughout the life of the loan as well as to inspect all collateral. It is the responsibility of the borrower to provide all requested information as part of the terms of the loan.
 5. The city CRLF staff shall have the right to inspect, at reasonable hours, any facilities, equipment, premises, books, and records pertaining to the processing of a loan application or in the administration of a loan granted to the business under this program.
 6. The City staff is to monitor job creation and/or retention for three (3) years from the closing date of a loan.

8.12 REPORTING

A semi-annual report will be completed in July and January of every year and presented to City Council as public record of the performance and management of the fund.

8.13 DELINQUENCY AND DEFAULT

Delinquency is defined as:

- A. past due – up to 30 days late,
- B. seriously delinquent – from 30 to 90 days late; and
- C. Default – over 90 days late.

1. Past due loans will be monitored by the Loan Servicing Agent, if applicable, and/or City staff and borrowers will be contacted to collect payment.

2. If a borrower should become seriously delinquent, the following actions may be taken, with the approval of the CRLF Committee:
 - a. to postpone, defer or otherwise modify the loan terms for a specified work-out period;
 - b. cancel all or a portion of the debt in consideration of borrower's transfer of collateral to the lender in lieu of foreclosure.
3. Loans more than 90 days past due are in default. In cases where it is determined that funds cannot be collected, foreclosure action may be initiated with the approval of the CRLF committee. Should the CRLF committee decide to recommend legal action, case files should be transferred to the legal department who will take appropriate action in conjunction with the private lenders or the city manager who may specify other possible action.

8.14 LOAN SERVICING

1. Subsequent to approval and commitment, CRLF staff will coordinate loan closing with the ~~other participating private~~ lender, borrower, and closing attorney. A document file will be established by CRLF staff when the loan is booked in by accounting. Receipt of post-closing documentation and periodic submission of financial statements will be monitored by CRLF staff. Borrower will be responsible for full compliance with terms, provisions and conditions contained within the loan documents.

CRLF loans will be of three (3) types with regards to servicing responsibilities:

- a. A joint loan made in concert with a private lender (lead lender) where the lead lender services the loan and periodically remits to the city its participant's share of monies collected.
- b. A separate city loan funded by CRLF and underwritten in concert with and related to the loan of the leads lender but independently evidenced and secured. In this instance, the city's loan will be serviced by the lead lender or a loan servicing agent selected by the city.
- c. All loans not serviced by the lead lender or a loan servicing agent selected by the City will be serviced by City staff.

8.15 INSPECTION OF PREMISES AND RECORDS

1. Subsequent to approval and commitment, city staff will coordinate loan closing with the private ~~or public~~ lender where applicable, borrower and closing attorney. Receipt of post-closing documentation and periodic submission of financial statements will be monitored by City staff. Borrower will be responsible for full compliance with terms, provisions and conditions contained with the loan documents.
2. The City staff, or its servicing agent, shall have the right to inspect at reasonable hours any facilities, equipment, premises, books, and records pertaining to the processing of a loan granted to the business under this program.

8.16 PRIVACY PROTECTION POLICY

City staff collects sensitive information from businesses and individuals and must comply with city and federal privacy regulations. All loan files must be secure to maximize maintenance of privacy. In the event of a Freedom of Information Request, personal financial information and trade secrets may not be publicly disclosed.

8.17 PORTFOLIO GOALS AND PERFORMANCE

1. The CRLF as a whole should create or retain one job per \$15,000 borrowed.
2. Working capital loans shall be initially limited to thirty percent (30%) of the total Commercial Revolving Loan Fund Program's portfolio
3. A goal of 40% minority participation in the initial CRLF was established at the request of EDA. The City of Columbia will continue to commit to this goal with all loan funds governed by this code. The percentage may be determined by the amount of funds committed.
4. A goal of 35% women-owned businesses participation shall also apply.
5. Loans for start-up businesses shall be limited to thirty percent (30%) of the total Commercial Revolving Loan Fund Program's portfolio

8.18 ECONOMIC DEVELOPMENT ADMINISTRATION (EDA) FUNDS THROUGH THE DEPARTMENT OF COMMERCE

1. Specific EDA RLF Requirements

a. Use of [EDA RLF Cash Available for Lending Capital](#). The City must use [EDA RLF Cash Available for Lending Capital](#) for the purpose of making loans that are consistent with an approved Revolving Loan Fund Plan (RLF) or such other purposes approved by the EDA. To ensure that grant funds are used as intended, each loan agreement must clearly state the purpose of each loan. (See 13 C.F.R. § 307.17(a).)

b. Bank Participation. This fund requires bank participation. A letter of credit must be submitted with the loan application.

c. Restriction on Use of [EDA RLF Cash Available for Lending Capital](#). In addition to City of Columbia ineligible uses, [EDA RLF Cash Available for Lending Capital](#) shall not be used to:

i. Provide for borrowers' required equity contributions under other Federal Agencies' loan programs;

ii. Enable borrowers to acquire an interest in a business, either through the purchase of stock or through the acquisition of assets, unless sufficient justification is provided in the loan documentation. Sufficient justification may include acquiring a business to save it from imminent closure or to acquire a business to facilitate a significant expansion or increase in investment with a significant increase in jobs. The potential economic benefits must be clearly consistent with the strategic objective of the [EDA](#) RLF;

iii. Provide [EDA](#) RLF loans to a borrower for the purpose of investing in interest bearing accounts, certificates of deposit or any investments unrelated to the RLF;

iv. Refinance existing debt, unless:

~~-(a) The City sufficiently documents in the loans documentation a "sound economic justification" for the refinancing (e.g. the refinancing will support additional capital investment intended to increase business activities); or~~

(b) The EDA RLF Cash Available for Lending will finance the purchase of the rights of a prior lien holder during a foreclosure action which is necessary to preclude a significant loss on an EDA RLF loan. EDA RLF funds may be used for this purpose only if there is a high probability of receiving compensation from the sale of assets sufficient to cover an EDA RLF's costs plus a reasonable portion of the outstanding EDA RLF loan within a reasonable timeframe approved by EDA following the date of refinancing.

2. Loan Amount. The maximum loan amount is \$200,000.

3. ~~Leverage Private Commitment~~ Requirement for each loan. [EDA](#) RLF awards cannot exceed 50% of the total project cost (a minimum of 50% of the total project cost required to be from other non-RLF sources). The [EDA](#) RLF loans ~~funded by EDA require encourage~~ a 24 to-1 ~~non-RLF private to public~~ match.

4. Interest Rates. The minimum interest rate the City may charge pursuant to EDA guidelines is four (4) percentage points below the lesser of the current Money Center Prime Interest Rate quoted in the Wall Street Journal or the maximum interest rate allowable under state law. In no event shall the interest rate be less than the lesser of four (4) percentage points or seventy-five percent (75%) of the prime interest rate quoted in the Wall Street Journal.

5. Leveraging of [EDA](#) RLF Portfolio. [EDA](#) RLF loans must be used to leverage additional private investment of at least two dollars for every dollar of such [EDA](#) RLF loans. This leveraging requirement applies to the [EDA](#) RLF portfolio as a whole rather than to individual loans and is effective for the duration of the [EDA](#) RLF's operation. To be classified as leveraged, additional private investment must be made within twelve (12) months prior to

approval of an [EDA](#) RLF loan, as part of the same business development project, and may include:

- a. capital invested by the borrower or others;
- b. ~~F~~financing from private entities; ~~or~~
- c. the non-guaranteed portion and ninety (90) percent of the guaranteed portions ~~of US Small Business Administration's 7 (a) loans and 504 Debenture loans; of any Federal loan; or~~
- d. loans from other state and local lending programs.

Private investments shall not include accrued equity in a borrower's assets.

6. A goal of 40% minority participation in the initial CRLF was established at the request of EDA. The City of Columbia will continue to commit to this goal with all loan funds governed by this code. The percentage may be determined by the amount of funds committed.

8.19 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS

The City of Columbia may from time to time allocate additional Community Development Block Grant (CDBG) dollars for revolving loan fund use.

1. Specific CDBG requirements

A. Eligible activity: All projects must be an eligible activity per HUD regulations (Title 24 Section 570.201-202). Examples of eligible activities include, but are not limited to: acquisition, code enforcement, commercial rehabilitation, technical assistance, planning, micro-enterprise development, and special economic development.

B. National Objective: All projects must also meet one of HUD's national objectives: (a) benefit to low/moderate income persons, (b) eliminate/prevent slum or blight, or (c) urgent community need. If a project is located within a designated empowerment zone or eligible census tract there is a presumption of meeting the low/moderate income benefit standard.

C. Public Benefit: If a project is designated as special economic development, in addition to being an eligible activity meeting a national objective, it must also meet HUD's public benefit standards.

2. The maximum loan amount shall be \$100,000. The CRLF committee may adjust this limit in keeping with the requirements of the funding source.

3. A minimum equity investment of 10% by the borrower is required.

4. Interest Rate: See Section 8.7(2).

8.20 COLUMBIA ECONOMIC RENAISSANCE FUND (CERF).

1. Specific CERF requirements: This fund is capitalized with general fund dollars. Bank participation is not required; however, it is encouraged.

A. Eligible applicants and uses: Developers, including City of Columbia development corporations and businesses owners are eligible to apply for funding based on the eligible activities listed below:

i. Developers and development corporations: property acquisition and pre-construction costs.

ii. Business owners: property acquisition, construction, business expansion, and other activities related to economic development.

2. The maximum loan shall be \$100,000 for any one project. However, the CRLF committee may adjust this limit based on available funding.

3. A minimum equity investment of 10% by the borrower is required.

4. Interest Rate: See Section 8.7(2).

A. Loans may have an interest only component.

5. Development and rehabilitation projects must be complete within two (2) years of closing.

8.21 CONFLICT OF INTEREST

1. Any interested parties, including City officials, OBO employees, commercial revolving loan fund committee members and any other parties that advise, approve, recommend or otherwise participate in business decisions of the commercial revolving loan fund committee, may not receive any direct or indirect financial or personal benefits in connection with the approval and awarding of a loan. These financial interests may include employment, as an employee or through contractual services, stock ownership, a creditor or debtor relationship or prospective employment, with the organization selected or to be selected for an award.

2. An interested party may not use their position for a purpose that constitutes or presents the appearance of personal or organizational conflicts of interest or of personal gain. An appearance of impairment of objectivity could result from an organizational conflict where, because of other activities or relationships with other persons or entities, a person is unable or potentially unable to render impartial assistance or advice.

3. When a conflict of interest or perceived conflict of interest arises the following safeguards will be implemented to assure that the integrity of the loan award decision is not compromised.

a. Any staff or committee member aware of any conflict of interest, or perceived conflict of interest, has a duty to disclose the conflict to the CRLF chair and/OBO director. Such conflict of interest shall be disclosed in writing and presented to city staff for dissemination to the CRLF and the City Manager.

b. Failure to disclose a conflict of interest can result in removal from the CRLF Committee. Committee members that fail to disclose a conflict of interest resulting in a determination of conflict of interest from the federal funding source and a requirement that the funds be repaid may be liable for any funds awarded under the code that are deemed ineligible or must be returned to any agency as a result of the conflict

c. When a conflict of interest or perceived conflict of interest arises, the commercial revolving loan committee may not loan funds to an interested party.

d. If an interested party has, or has had a business relationship with a CRLF loan applicant within a year of the application, they will not be permitted to participate in the loan application review and must recuse themselves from the decision-making process when the loan is funded with City or CDBG dollars.

e. If the City of Columbia has a financial interest, either directly or indirectly in an applicant's project, any CRLF committee members who are city employees must recuse themselves from the decision-making process to avoid any appearance of organizational conflict of interest.

4. A business in which a city employee has an ownership interest is eligible to apply for commercial revolving loan funds, so long as none of the conflicts of interest above, or designated by federal guidelines, apply.

5. The City and the CRLF committee members must comply with all additional federal conflict of interest provisions that may apply.



Office of Business Opportunities

1225 Lady Street, Columbia, South Carolina 29201 • Phone: 803-545-3950 • Fax: 803-255-8912

To: COC Legal Review

From: Melissa L. Lindler, Director

CC: Missy Gentry, Assistant City Manager

Date: September 26, 2018

Re: Proposed Changes to the Commercial Revolving Loan Fund (CRLF) Code

The following revisions are proposed for consideration by City Council to the Commercial Revolving Loan Fund (CRLF) Code. These revisions are proposed based on amendments that were made to the Economic Development Administration (EDA) regulations this year. Additionally, there is a proposed revision to allow more flexibility in the CRLF Committee appointments made by City Council.

Section 8.2.8

Add “or public” in accordance with EDA amended regulations to include any federal, state, or local sources of loans.

Section 8.2.9

Removed “Private to public dollar”, “private”, and added the word “leveraged”, “non-RLF” and “RLF” in accordance with EDA amended regulations to include any federal, state, or local sources of loans when combined with an EDA loan to meet the 2:1 leverage requirement.

Section 8.3.3

Remove reference to “private” to reflect EDA amended regulations to expand the list of federal, state, or local loan sources that can be leveraged to meet the 2:1 leverage requirement.

Section 8.7.2

Minor corrections made to section references for EDA, Community Development Block Grant (CDBG), and Community Economic Renaissance Fund (CERF).

Section 8.8

Remove “Assistant City Manager” and replace it with a “senior staff/administration member” to allow more flexibility by Council in appointments to the CRLF Committee.

Section 8.10.3

Minor corrections made to section references for EDA, Community Development Block Grant (CDBG), and Community Economic Renaissance Fund (CERF).

Section 8.14

Remove reference to “private” and replace with “other participating” lender in accordance with EDA amended regulations to expand the list of sources that can be leveraged to meet the 2:1 leverage requirement.

Section 8.15.1

Add “or public” in accordance with EDA amended regulations to include any federal, state, or local sources of loans when combined with an EDA loan to meet the 2:1 leverage requirement.

Section 8.18.1(a)

Replace RLF “Capital” with RLF “Cash Available for Lending” in accordance with EDA amended regulations.

Section 8.18.1(c/iv)

Add language in accordance with EDA amended regulations that RLF cash used to buy out the first position in a loan must receive EDA approval before taking such action within a reasonable timeframe as approved by EDA.

Section 8.18.3

Remove “private commitment”, add the word “leverage” and additional language in accordance with EDA amended regulations to expand the list of sources that can be leveraged to meet the 2:1 leverage requirement.

Section 8.18.5

Remove the word private and add language in accordance with EDA amended regulations to expand the list of leverage sources to include any federal, state, or local sources of loans when combined with an EDA loan to meet the 2:1 leverage requirement.

Add language in accordance with EDA regulations that “private investments shall not include accrued equity in a borrower’s assets.”



We Are Columbia

MEETING DATE: October 16, 2018

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2018-062 - Authorizing the City Manager to execute a Deed and any other documents necessary to consummate the transfer of an unopened portion of Steadham Avenue a/k/a Brook Avenue containing approximately 0.13 acres adjacent to Richland County TMS #09207-06-05, 09207-06-06, 09207-06-18 and 09207-06-19 to Ella Louise Leagones as Personal Representative of the Estate of Nancy J. Oree

FINANCIAL IMPACT:

STRATEGIC GOALS: Foster a healthy quality of life

ATTACHMENTS:

- **#a:** 2018-062 transfer unopened portion of Steadham Avenue (PDF)

ORDINANCE NO.: 2018-062

Authorizing the City Manager execute a Deed and any other documents necessary to consummate the transfer of an unopened portion of Steadham Avenue a/k/a Brook Avenue containing approximately 0.13 acres adjacent to Richland County TMS #09207-06-05, 09207-06-06, 09207-06-18 and 09207-06-19 to Ella Louise Leagones as Personal Representative of the Estate of Nancy J. Oree

WHEREAS, Resolution No.: R-2018-057, enacted by the Mayor and City Council on May 19, 2018, requested public input regarding the request of Ella Louise Leagones as Personal Representative of the Estate of Nancy J. Oree to permanently close to vehicular traffic and transfer to Ella Louise Leagones as Personal Representative of the Estate of Nancy J. Oree an unopened portion of City right-of-way of Steadham Avenue a/k/a Brook Avenue containing approximately 0.13 acres adjacent to Richland County TMS #09207-06-05, 09207-06-06, 09207-06-18 and 09207-06-19 as shown on a plat prepared for Nancy J. Oree by Ben Whetstone Associates dated December 8, 2016 a copy of which are attached hereto as Exhibit "A"; and,

WHEREAS, having received no public input against the request to transfer said property, the Mayor and City Council desire to authorize the City Manager to execute a Deed and any other documents necessary to consummate the transfer of the unopened portion of Steadham Avenue a/k/a Brook Avenue containing approximately 0.13 acres adjacent to Richland County TMS #09207-06-05, 09207-06-06, 09207-06-18 and 09207-06-19 to Ella Louise Leagones as Personal Representative of the Estate of Nancy J. Oree ; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2018 that the City Manager is hereby authorized to execute a Deed and any other documents necessary and approved by the City Attorney to consummate the transfer of the unopened portion of City right-of-way of Steadham Avenue a/k/a Brook Avenue containing approximately 0.13 acres adjacent to Richland County TMS #09207-06-05, 09207-06-06, 09207-06-18 and 09207-06-19 to Ella Louise Leagones as Personal Representative of the Estate of Nancy J. Oree.

Requested by:

Assistant City Manager Shealy _____

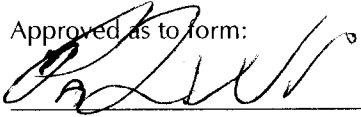
Mayor

Approved by:

City Manager

ATTEST:

Approved as to form:



Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:

RESOLUTION NO.: R-2018-057

Public Input on Closing and Transfer of an unopened portion of Steadham Avenue a/k/a Brook Avenue containing approximately 0.13 acres adjacent to Richland County TMS #09207-06-05, 09207-06-06, 09207-06-18 and 09207-06-19

WHEREAS, pursuant to Resolution R-2014-053 enacted by the Mayor and City Council on June 10, 2014, the City adopted a procedure to receive public input on any action to which the City is a party regarding the permanent closure of a public street; and,

WHEREAS, Ella Louise Leagones as Personal Representative of the Estate of Nancy J. Oree has requested the permanent closing and transfer of an unopened portion of City right-of-way of Steadham Avenue a/k/a Brook Avenue containing approximately 0.13 acres adjacent to Richland County TMS #09207-06-05, 09207-06-06, 09207-06-18 and 09207-06-19 as shown on a plat prepared for Nancy J. Oree by Ben Whetstone Associates dated December 8, 2016 and a copy of which is attached hereto as Exhibit "A"; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council this 19th day of June, 2018, that pursuant to R-2014-053, the City desires to receive public input regarding the request of the Ella Louise Leagones as Personal Representative of the Estate of Nancy J. Oree to permanently close to vehicular traffic and transfer to Ella Louise Leagones as Personal Representative of the Estate of Nancy J. Oree an unopened portion of City right-of-way of Steadham Avenue a/k/a Brook Avenue containing approximately 0.13 acres adjacent to Richland County TMS #09207-06-05, 09207-06-06, 09207-06-18 and 09207-06-19 as shown on a plat prepared for Nancy J. Oree by Ben Whetstone Associates dated December 8, 2016 and a copy of which is attached hereto as Exhibit "A";

Requested by:

Assistant City Manager Shealy

Mayor

Approved by:

Cheresa Wilson
City Manager

ATTEST:

Approved as to form:

City Attorney

Erika D. Hauer
City Clerk

Introduced: 6/19/2018

Final Reading: 6/19/2018

ORIGINAL
STAMPED IN RED

Exhibit A Page 1 of 1

OREE
N/F
TMS: 09207-06-06

NO. 4319

0.13 ACRE

OLD UNOPENED ROADWAY
(BROOK AVE.)

NORTH
N/F
TMS: 09207-06-05

NO. 4401

ABINGDON ROAD
(66' R/W)

STEADHAM AVE.
(50' R/W)

MAGNETIC

NOTE:
LOT MAY BE SUBJECT TO EASEMENTS,
RESTRICTIONS & SETBACKS OF RECORD.

LOT IN COLUMBIA, (ORIGINALLY TOWN OF EAU CLAIRE), IN RICHLAND COUNTY, S.C.; SHOWN ON TMS: 09207-06

REFERENCES: RECORD BOOK 204, PAGE 300
PLAT BOOK "P", PAGE 104
PLAT BOOK 6, PAGE 374

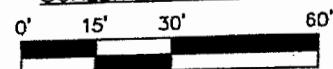
PLAT PREPARED FOR

NANCY J. OREE

BEN WHETSTONE ASSOCIATES
1321 AUGUSTA ROAD
WEST COLUMBIA, S.C. 29169
PHONE (803) 791-8467

DECEMBER 8, 2016

SCALE: 1" = 30'



I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "B" SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

JOB NO. 10-16-004W

Benjamin H. Whetstone
BENJAMIN H. WHETSTONE, R.L.S.
S.C. REGISTRATION NUMBER #2904