We Are Columbia

The Columbia City Council will conduct a Work Session & Council Meeting at 3:30 p.m. and 6:00 p.m. on Tuesday, September, 6, 2016 at City Hall - Council Chambers, 1737 Main Street - 3rd Floor, Columbia, SC 29201.

The Honorable Mayor Stephen K. Benjamin ▪ The Honorable Sam Davis, District I ▪ The Honorable Tameika Isaac Devine, At-Large ▪ The Honorable Leona K. Plaugh, District IV ▪ The Honorable Moe Baddourah, District III ▪ The Honorable Howard Duvall, Jr., At-Large ▪ The Honorable Edward McDowell, Jr., District II

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 - 3:30 P.M.

CALL TO ORDER

INVOCATION

CITY COUNICL DISCUSSION

1. City Council October 2016 Meeting Schedule - Ms. Teresa Wilson, City Manager
2. Greenview Reunion Funding Request - The Honorable Mayor Stephen K. Benjamin
3. Economic Development Partners - Mr. Ryan Coleman, Economic Development Director
4. Geography Information System and Public Facing Web Applications - Mr. Sung Jun Kim, GIS Administrator
5. Parking System Discussion and Upcoming Recommendations - Ms. Melissa Gentry, P.E., Assistant City Manager of Operations
6. Storm Water Utility / Bonding Discussion and Project - Ms. Melissa Gentry, P.E., Assistant City Manager of Operations

EXECUTIVE SESSION

7. Discussion of negotiations incident to proposed contractual arrangements - S.C. Code §30-4-70(a)(2) - Renovation of 1800 Main Street
8. Receipt of legal advice relating to a pending, threatened or potential claim – S.C. Code §30-4-70(a) - George S. Glassmeyer vs. City of Columbia and Bolin vs. City of Columbia
9. Discussion of employment of an employee – S.C. Code §30-4-70(a)(2)

COUNCIL MEETING - 6:00 P.M.

ROLL CALL

PLEDGE OF ALLEGIANCE

INVOCATION

Chaplain Michael Baker, Columbia Police Department

ADOPTION OF THE AGENDA

PUBLIC INPUT RELATED TO AGENDA ITEMS

APPROVAL OF THE MINUTES

10. Council is asked to approve the August 2, 2016 Council Meeting Minutes.

CONSENT AGENDA - Items 11 through 22

CONSIDERATION OF BIDS & AGREEMENTS

11. Council is asked to approve the Purchase of Twenty-five (25) Acuity Lights and Poles, as requested by the Traffic Engineering Division. Award to Mayer Electric Supply, the lowest and responsive bidder in the amount of $55,350.00. This vendor is located in West Columbia, SC.

    Funding Source: Public Works: Traffic Street-Lighting/Electrical and Lighting Supply,1013205-623600. Additional funding will come from operating funds.

12. Council is asked to approve a Purchase Invoice for Fiscal Year 2016/2017 Annual Drinking Water Fee, as requested by the Utilities and Engineering Department. Award to South Carolina Department of Health and Environmental Control in the amount of $57,811.00. This vendor is located in Columbia, SC.

    Funding Source: 50/50 split from 5516206 639900 (CCWTP) and 5516207 63990 (LMWTP) budgets - The original budgeted amount is $60,000.

13. Council is asked to approve a Project for Sewer Replacement at Roosevelt Street , as requested by the Utilities and Engineering Department. Award to North American Pipeline Management in an amount not to exceed $139,067.50, which includes contractors bid amount of $126,425 and owners contingency amount of $12,642.50. This firm is located in Greenville, SC.

    Funding Source: Capital Improvement Fund, 5529999-658650/SS739801-658650 - The origial budgeted amount is $146,250. This is a Clean Water 2020 Program Project.

14. Council is asked to approve the Purchase of a Screw Conveyor System, as requested by the Wastewater Treatment Plant. Award to Jim Myers & Sons in the amount of $146,631.60. This firm is located in Charlotte, NC.

    Funding Source: Water & Sewer Capital Projects/Capital Projects Costs/Thickening & Dewatering Improvement 5529999-658650-SS728501

15. Council is asked to approve a Fiscal Year 2016/2017 Contract Renewal for IFAS and Banner Software Update License and Support, as requested by the Information Technology Department. Award to Mythics Inc. In the amount of $160,134.37. This vendor is located in Virginia Beach, VA.

    Funding Source: Information Technology Department – Maintenance & Service Contract, 1011120 – 638200 - Note: This item was approved by the Chief Information Officer.

16. Council is asked to approve Project WM4348; Agreement for Engineering Services for a pressure reducing valve at Pineview Road and the CSX Main Railroad Line and approximately 6,400 LF of 16" water main improvements along Longwood Road between Shop Road Extension and Bluff Road. Award to Alliance Consulting Engineers in the amount of $183,000.00. This firm is located in Columbia, SC.

    Funding Source: Capital Outlay Projects Budget, 5529999-WM4348-658650. The original budgeted amount is $183,000. This is a Mentor Protege Program Project. Atlantic South Consulting is the Protege and will receive $36,000 (20%) of the contract value for surveying, development of construction plans water main design and project scheduling services.

17. Council is asked to approve the Purchase of Radios and Accessories, as requested by the Fire Department. Award to Motorola C&E in the amount of $250,442.39. This vendor is located in Blythewood, SC.

    Funding Source: Fire Administration/Radio Equipment (1012301-627800; $79,377.84); Fire Prevention/ Radio Equipment (1012302-627800; $71,749.48); Fire Suppression/ Radio Equipment (1012303-627800; $99,315.07) - The original budgeted amount is $257,000.

18. Council is asked to ratify an Emergency Flood Contract to repair flood damage to the sanitary sewer manholes in the Crane Creek Sewer Basin, as requested by the Utilities and Engineering Department. Award to McClam & Associates in the amount of $333,472.44. This firm is located in Little Mountain, SC.

    Funding Source: FEMA Grants Control/FEMA Emergency Operations/Crane Creek Const/Inspection Service, 2539999- 638400/ SS695403-638400

19. Council is asked to approve a Contract for Instrumentation and Supervisory Control and Data Acquisition (SCADA) System Maintenance for Fiscal Year 2016/2017, as requested by the Metro Wastewater Treatment Plant. Award to CITI, LLC in the amount of $421,200.00. This firm is located in Charlotte, NC.

    Funding Source: Utilities & Engineering: Utilities Metro WWTP/Maintenance & Service Contract, 5516208-638200 - The original budgeted amount is $421,200.

20. Council is asked to approved Project WM4348; An Agreement for the Columbia Canal Head Gates Design Repair for Phase I and Phase II Services, as requested by the Utilities and Engineering Department. Award to Kleinschmidt Associates in an amount not to exceed $957,112.00. This firm is located in Lexington, SC.

Funding Source: Flood Recovery Project DR4241 Columbia Canal Head Gates Design Repair Services, 2532201-WM4348-638400. The following sub-consulting services will be $209,130.59 (50.1%) of the contract value:

$109,842.59 (26.3% of the total contract value for Phase 1 and 2) awarded to Chao and Associates, an MBE firm located in Columbia, SC will provide Structural Evaluation and Field Structure As-built services;

$37,800.00 (9.1% of the total contract value for Phase 1 and 2) awarded to F&ME, located in Columbia, SC will provide Subsurface Investigation services;

$42,288.00 (10.1% of the total contract value for Phase 1 and 2) awarded to D&J Machinery & Rigging, LLC, located in Lexington, SC will provide Head Gate Clean Out and Inspection services;

$19,200.00 (4.6% of the total contract value for Phase 1 and 2) awarded to Standard Diving & Marine Contracting, LLC, located in Mt. Pleasant, SC, will provide underwater condition assessment services.

ORDINANCES - SECOND READING

21. Ordinance No.: 2016-046 - An Eleventh Supplemental Ordinance providing for the issuance and sale of City of Columbia, South Carolina, Waterworks and Sewer System Revenue Bonds, in one or more series, in the aggregate principal amount of not exceeding $281,000,000, in order to refinance certain outstanding indebtedness and to finance various capital projects and improvements to the system, any necessary debt service reserves and issuance costs; authorizing the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, to determine certain matters with respect to the bonds; prescribing the form and details of such bonds; adopting continuing disclosure procedures; and other matters relating thereto

22. Ordinance No.: 2016-077 - Authorizing the City of Columbia, South Carolina to execute and deliver an equipment lease purchase agreement in the amount of not exceeding $8,100,000 between the City and the Lessor thereof to defray the cost of acquiring certain equipment; and other matters relating thereto

EVENT RESOLUTIONS

23. Resolution No.: R-2016-064 - Authorizing consumption of beer and wine only at Shagging on Main on September 10, 2016

24. Resolution No.: R-2016-061 - Authorizing consumption of beer and wine beverages only at Vista Bike Night Fundraiser for Camp Kemo on September 22, 2016

25. Resolution No.: R-2016-062 - Authorizing consumption of beer and wine only at the South Carolina Oyster Festival in the 1600 block of Blanding Street on November 20, 2016

26. Resolution No.: R-2016-051 - Authorizing consumption of beer and wine only at the ArtLinc Sidewalk Art Festival in the Lincoln Street Tunnel and 1300 block of Lincoln Street on Saturday, November 12, 2016

27. Resolution No.: R-2016-067 Authorizing Eau Claire Unity Festival and consumption of beer and wine only at Hyatt Park and Eau Claire Town Hall on Saturday, September 10, 2016

MAP AMENDMENT - SECOND READING

28. Zoning Map Amendment - 1211 Greenlawn Drive, TMS # 16414-01-05; request to rezone the parcel from RS-1 (Single Family Residential District) to UTD (Urban Transitional District). – Consideration of this item was deferred on July 19, 2016. First reading approval was given on August 16, 2016.

PRESENTATIONS

29. Special Olympics South Carolina Month Proclamation - The Honorable Mayor Stephen K. Benjamin

PUBLIC HEARING

30. Community Development Block Grant Disaster Relief (CDBG-DR) Action Plan - Ms. Gloria Saeed, Interim Director of Community Development and Mr. Fred Tombar, Senior Vice President for Government Services for the Plexos Group

ORDINANCES - FIRST READING

31. Ordinance No.: 2016-083 - Granting an Easement to South Carolina Electric and Gas Company (SCE&G) along a portion of 4011 Beltline Boulevard, Richland County TMS#11610-05-26 for utilities to serve the City's new Water and Wastewater Office Facility; CF#250-412

32. Ordinance No.: 2016-084 - Authorizing the conveyance of approximately 0.010 acre (428 square feet) portion of Richland County TMS #22906-04-22 to Richland County for Intersection Improvements at North Springs Road (S40-1834) and Risdon Way (S40-2271); CF#250-398

APPOINTMENTS

33. Council is asked to approve the re-appointment of one (1) individual to the Riverbanks Parks Commission.

CONSIDERATION OF MATTERS DISCUSSED DURING THE WORK SESSION

CITY COUNCIL COMMITTEE REPORTS / REFERRALS

APPEARANCE OF THE PUBLIC

We Are Columbia

MEETING DATE: **September 6, 2016**

DEPARTMENT: **Administration**

FROM: ***Teresa Wilson, City Manager***

SUBJECT: **City Council October 2016 Meeting Schedule - Ms. Teresa Wilson, City Manager**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Improve Communication**

Due to potential scheduling conflicts that have been brought to my attention, I propose cancellation of the October 4th Council meeting. I believe maintaining a quorum could be an issue on that date.

I propose the following Council meeting schedule for October:

October 18th - 2:00 pm Work Session and Regular Meeting as already scheduled, 3rd Tuesday

October 26th - 28th - Council Retreat as follows (due to preferred availability of Retreat facilitator):

Oct. 26th - Individual Council member interviews (no more than one hour each; to be scheduled)

Oct. 27th - Retreat from 4:00 pm to 9:00 pm (with dinner)

Oct. 28th - Retreat from 8:30 am to 5:00 pm (with breakfast and lunch)

Please let me know if you concur with this plan for the month of October. Thank you!

Teresa Wilson
City Manager

We Are Columbia

MEETING DATE: **September 6, 2016**

DEPARTMENT: **City Council Office**

FROM: ***Elizabeth Gober,***

SUBJECT: **Greenview Reunion Funding Request - The Honorable Mayor Stephen K. Benjamin**

FINANCIAL IMPACT:

ATTACHMENTS:

- Greenview (PDF)

The Greenview Reunion Foundation

CAROLYN WOOD-ELLISON SCHOLARSHIP FUND

POST OFFICE BOX 30306
COLUMBIA, SOUTH CAROLINA 29230
(803) 865-8147 / (803) 786-5595

August 22, 2016

TO: HOSPITALITY TAX ADVISORY COMMITTEE

Orlando Patterson, Chris Davis, Terry Davis, Jesse Bullard IV, Jimmy Williams, Drew Hampton, Terrance Garrick, John Whitehead, Rosie Craig, William Cantey III Scott Smith

City of Columbia
1737 Main Street
Columbia, SC 29201

Dear Hospitality Committee Members:

Thank you for your kind support of the Greenview Reunion Foundation. We are excited and grateful for Council's decision to fund the Greenview Music Festival; however, we are very concerned about the tremendous reduction in the funding recommended by the Hospitality Committee. Without at least 50% of the requested budget of $24,000, the festival will be a catastrophe.

The Greenview Reunion Foundation has been in existence since 2003 and has demonstrated to the Community and the Columbia Area that we are an upcoming organization and making progress. Our ability to attract tourists, vendors and a high volume of attendance to our festivals is obviously growing. We substantiate year after year, that an overwhelming majority of our patrons spend money through restaurants, hotels and other facilities in the City. We understand that there is a shortage in hospitality tax dollars to allocate, but we think it would be a travesty if funding does not meet our expectations. We could not afford to meet our budget goal without additional funding from the Hospitality Tax Fund.

With respect to the hard and diligent work of the Allocation Committee, we are asking for a re-consideration of our funding request. We are a small organization trying to make a difference in the Greenview Community and in the City of Columbia. We have made progress and are still growing toward being a better and greater foundation.

Thank you for your support and please reconsider our plea for additional funding.

Sincerely,

Helen Spencer

Helen Spencer, President
Greenview Reunion Foundation

CC: City Council Committee

We Are Columbia

MEETING DATE: **September 6, 2016**

DEPARTMENT: **Economic Development**

FROM: ***Ryan Coleman,***

SUBJECT: **Economic Development Partners - Mr. Ryan Coleman, Economic Development Director**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Business Growth & Investment**

- IT-oLogy - Ms. Tammy Mainwaring, Chief Operating Officer
- USC/Columbia Technology Incubator - Mr. Bill Kirkland, Executive Director of the USC Office of Economic Engagement

ATTACHMENTS:

- ITology Overview (PDF)
- USC Incubator Overview (PDF)

IT-oLogy 2016 Overview

a. Solicitation of premier technology companies to participate in The Summit on Cyber Security – co-sponsored with SC Cyber. Solicitation of select, influential individuals to attend and participate in The Summit on Cyber Security.

b. Demonstrate how the IT-oLogy Mission of advancing information technology talent applies to the goals of creation, retention and expansion of local industry

c. Work with the City's Office of Economic Development to engage, educate, equip and grow information technology talent programs and recruit IT businesses

d. Research Services - Report on the job growth within Information Technology in SC and compare this to other states

e. Work with SC Cyber, Apprenticeship SC, USC, Recruiting Firms, the Department of Commerce (Office of Innovation, Regional Workforce Advisors), School Districts, and other key partners on the development and delivery of programs and activities to help create enthusiasm and opportunities for business creation. (i.e. customized apprenticeship opportunities nationwide to highlight the benefits of creating/locating businesses to Columbia, Columbia College Entrepreneur Mentorship participant)

f. Develop and implement marketing materials in collaboartion with the Office of Economic Development to promote Columbia.

USC/COLUMBIA TECHNOLOGY INCUBATOR

Mission

We help innovative businesses grow through education, mentoring, and an established sense of community in an incubation facility that serves the Midlands of South Carolina

Objectives

1. Encourage positive economic development and growth of the region's entrepreneurial ecosystem.
2. Attract and retain highly skilled, innovative, and creative entrepreneurs, employees, and businesses.
3. Create high wage, high impact jobs.

Impact

- Forty-eight Incubator member companies earned a total of **$35.3** million in revenue in FY2016.
- Members employ **223** people.
    - 76% are full time
    - 69% live in Richland County
- Since January 2016, the Incubator has hosted over 500 attendees across 35 seminars and events, providing educational and networking opportunities to SC's entrepreneurial ecosystem.
- In 2015, the Incubator led efforts to organize Global Entrepreneurship Week activities. This effort included 9 community partners and 15 separate events drawing over 1,000 attendees. Plans are again underway for Global Entrepreneurship Week, to be held November 11-20, 2016.

Plans

- Continue to monitor and improve quality of programs and outcomes for members. Members surveyed score overall value as **4/5**, and value of education and mentoring as **3.5/5**.
- Continue to monitor and improve the quality of admitted members. Since January 1, 2016, we have had 23 membership applications and have accepted 7, an acceptance rate of **30%**.
- Establish "Launchpad" program as a bridge for idea phase startups to test their ideas before committing significant resources or joining the Incubator.
- Establish formal startup mentoring program based on the MIT VMS model.

USC/COLUMBIA TECHNOLOGY INCUBATOR

New Facility

USC and the USC/Columbia Technology Incubator are building a new 50,000 sq. ft. facility located in the Innovista Research District thanks in part to a $1.91 million award from the U.S. Economic Development Administration.

The facility is carefully planned to meet the current and future needs of the Incubator and USC. We received valuable input from the Olympia community to design a façade that is modern yet still fits the character of the neighborhood.

The building's first floor houses the incubator staff, support services, open collaboration space, and a large classroom. The second and third floors are a mix of flexible individual offices for startups, as well as space for incubator graduates and/or anchor tenants.

We Are Columbia

MEETING DATE: **September 6, 2016**

DEPARTMENT: **Geographical Information Systems**

FROM: ***Sung Kim, GIS Administrator***

SUBJECT: **Geography Information System and Public Facing Web Applications - Mr. Sung Jun Kim, GIS Administrator**

PRESENTER: **Sung Jun Kim, GIS Administrator**

FINANCIAL IMPACT:

CLEAN WATER 2020?: **No**

ATTACHMENTS:

- City of Columbia GIS_simple (PDF)

City of Columbia GIS

Sung-Jun Kim, GISP
GIS Administrator
GIS Division, Information Technology

Overview

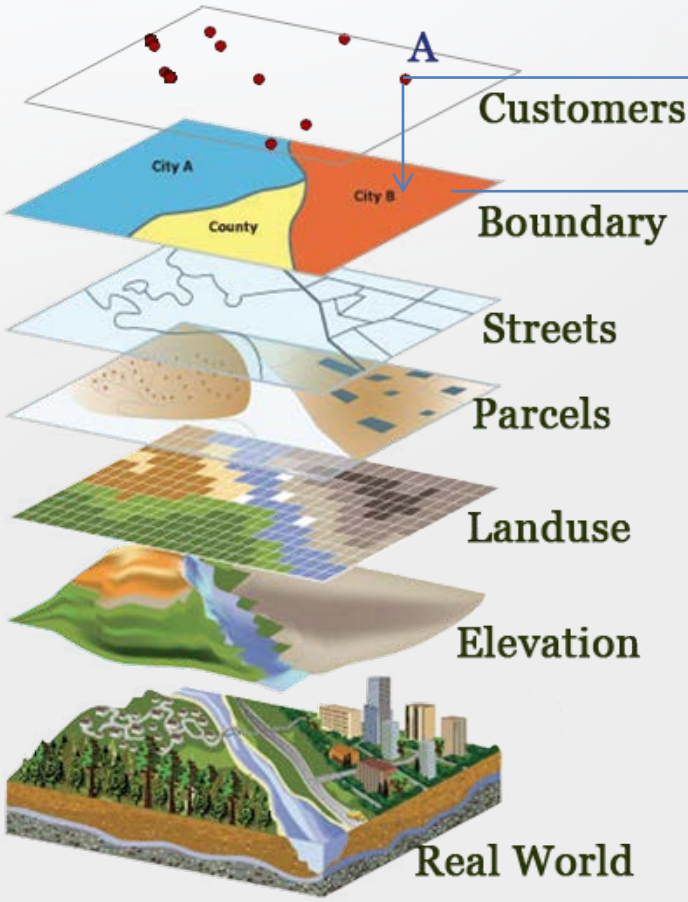
- What is GIS?
- Public Facing GIS Web Applications
- Demo

What is GIS?

- Geographic Information System(s) (GIS) is a system for capturing, storing, manipulating, analyzing, managing, and presenting all types of geographical data.
- GIS allows us to view, understand, question, interpret, and visualize our world in ways that reveal relationships, patterns, and trends **for the purpose of finding solutions/answers to real-world problems/questions.**

GIS Overlay

How is GIS representing our world?



Q: Is customer A located within City B?

Customer A

City B boundary

A: Yes

GIS Components

- Desktop Software Licenses
- Server Software licenses
- Over 300 GIS layers
- Over 50 GIS users
- Multiple automation tools to efficiently and effectively update and process GIS data
- Public facing GIS web applications
- Citywide GIS Viewer

Public Facing GIS Web App. Development

- **Challenges:** We often receive inquires from the public asking about whether they are within the city limits, which council district, and when is my trash pickup day and so on.

- **Solutions**: Develop Public facing GIS web applications to provide better services to the public by allowing the public to directly search and find relevant information.

How did we do it?

- Citywide collaborative effort
  - Departmental involvement in development stage
  - Citywide in testing stage
- Utilize state of the art technology for device independency (any web browsers)
- KISS (Keep It Simple Solution)

Solutions

- City Information Viewer
- Code Violation Properties viewer
- Landmarks Viewer
- City Parks Finder

GIS Web Application Demo

- **City Information Viewer**

  This application provides city related information to the public based on a user's input address. It shows whether an input address is located within the city limits and information about council district, council member, neighborhood, zoning, curbside pickup, and polling location.

We Are Columbia

MEETING DATE: **September 6, 2016**

DEPARTMENT: **Assistant City Manager for Operations**

FROM: ***Missy Gentry, Assistant City Manager***

SUBJECT: **Parking System Discussion and Upcoming Recommendations - Ms. Melissa Gentry, P.E., Assistant City Manager of Operations**

PRESENTER: **Missy Gentry**

FINANCIAL IMPACT:

Over the course of several previous discussions with council, staff has discussed changes to the Parking Ordinance and plans to submit those for approval within the coming month. Due to the time delay between the last related discussion and the upcoming proposal for ordinance changes, it seems prudent to briefly review the upcoming recommendations. In summary, staff will be proposing the following:

- Changing violations of parking ordinances from criminal penalties to civil infractions
    - Allows parking ordinances to be enforced by other than law enforcement
    - Relieves burden on law enforcement and municipal court
    - Acts prohibited by state law remain criminal
- Creating an appeal process for civil infractions to replace municipal court involvement
- Updating parking ordinances to reflect current practices
    - New payment methods, including parking cards, Pay-By-Phone and other electronic payment methods
    - Loading zone times
    - Parking meter zones
- Extending Enforcement Hours and Using Alternate Methods for Enforcement
    - Hospitality district (Five Points, Main St, Vista)
    - Use of contractor to assist with enforcement
- Parking Rate Changes/Modifications
    - Increase to Hourly Rates (moderate)
    - Implement Dynamic Pricing Model

- Changes in Parking Garage Rates (Reserved and Unreserved)

We Are Columbia

MEETING DATE: **September 6, 2016**

DEPARTMENT: **Assistant City Manager for Operations**

FROM: ***Missy Gentry, Assistant City Manager***

SUBJECT: **Storm Water Utility / Bonding Discussion and Project - Ms. Melissa Gentry, P.E., Assistant City Manager of Operations**

PRESENTER: **Missy Gentry**

FINANCIAL IMPACT:

Staff has been asked to review the storm water CIP list for purposes of considering options for advancing storm water projects more aggressively via the issuance of a storm water utility bond. As part of the review, staff was asked to consider a $2.00 increase per equivalent residential unit to the storm water fee, which will result in an estimated $2M in additional storm water revenues. The current fee is $6.80 per equivalent residential unit. There are many factors that must be considered when evaluating the benefits of a storm water bond. Staff has initially determined that a bond is likely feasible based on the stability of the storm water fund and history associated with the revenues/expenses; however, sufficient analysis has yet to be performed to determine if a rate increase is necessary to support a bond.

The storm water utility fee is charged to every property inside the City limits and is billed through the City's water/sewer billing process. Prior to the implementation of a storm water fee, the City utilized General Fund money to cover storm water related expenses. Since its implementation, the City has had a dedicated funding source for storm water activities and has elected to move projects forward with cash on hand.

Current revenues from the storm water fund generate approximately $7.3 M annually. Those revenues are used to address storm water needs throughout the City by designing and constructing storm water improvements, maintaining the City's existing storm water system and supporting City operations involved in those activities. The City has utilized Storm Water fund balance over the past two years to fund storm water CIP projects in excess of what the annual revenues support.

Staff uses the following prioritization list as a guide when identifying storm water projects to recommend for consideration in the CIP list. In addition to this list, staff must consider the amount of available funding that can be dedicated to each year's CIP when making recommendations.

1. Danger to human life and otherwise hazardous to public health
2. Flooding which causes damage or negatively impacts transportation system and/or public utilities
3. Flood elevations where water depth exceeds first floor elevation.
4. Flood elevations where water depth causes some structural damage but does not exceed first floor elevation.
5. Flooding or Runoff which causes Significant Sedimentation Problems
6. Major Yard and Lot Flooding which causes significant erosion and sedimentation problems.
7. Minor Yard and Lot Flooding with erosion problems
8. Major Yard and Lot Flooding
9. Minor Yard and Lot Flooding

Staff is moving forward with the procurement process to solicit / select a rate consult to analyze the existing storm water utility fund for purposes of determining current bonding capacity, if any, as well as identify rate increase scenarios that would support various bonding levels for project funding purposes. It is anticipated this process will be completed prior to the upcoming budget cycle in preparation that recommendations regarding rate increase (if any) as well as identify recommended projects to be funded via bond proceeds.

Staff is also currently reviewing relative data for purposes of identifying projects that would be recommended to fund with a storm water utility bond. That process is not complete yet but includes a review of the following data:

- Review of flood complaints and repetitive flooding that has occurred over the years that could be solved if sufficient funding for large utility projects were approved (to include additional piping along the system's trunk lines as well as storage facilities located strategically to retain water upstream of flood prone areas
- The results/recommendations of past studies (Rocky Branch Watershed Urban Study by AMEC dated June 2012, Rocky Branch Watershed Study by PB America's Inc. dated October 2007, Gregg Street Basin Master Plan by Woolpert dated January 2005, Penn Branch Bank Stabilization Summary Report by Brown and Caldwell dated June 2014, Penn Branch Rehabilitation and Restoration Project by Florence and Hutcheson dated 2012, Mapping and Analysis of the Shandon-Rosewood Watershed and Associated Storm Drainage Collection System Network by Cox and Dinkins dated May 2011, Drainage Pilot Study for Shandon Neighborhood by Fuss & O'Neill dated January 2012, and Drainage Study and Analysis Shandon/Rosewood Drainage Area by Cox and Dinkins dated October 2014).
- The result of the master plans for Gills Creek Watershed, Rocky Branch Watershed and Smith Branch Watershed.
- Past CIP lists to determine if there are any large projects identified but not currently on the five year CIP list that would be pulled forward on the priority list if ample funding were made available

We Are Columbia

MEETING DATE: **September 6, 2016**

DEPARTMENT: **City Clerk**

FROM: ***Erika Moore, City Clerk***

SUBJECT: **Discussion of negotiations incident to proposed contractual arrangements - S.C. Code §30-4-70(a)(2) - Renovation of 1800 Main Street**

FINANCIAL IMPACT:

We Are Columbia

MEETING DATE: **September 6, 2016**

DEPARTMENT: **Legal**

FROM: ***Shari Ardis, Legal Administrator***

SUBJECT: **Receipt of legal advice relating to a pending, threatened or potential claim – S.C. Code §30-4-70(a) - George S. Glassmeyer vs. City of Columbia and Bolin vs. City of Columbia**

FINANCIAL IMPACT:

We Are Columbia

MEETING DATE: **September 6, 2016**

DEPARTMENT: **City Clerk**

FROM: ***Erika Moore, City Clerk***

SUBJECT: **Discussion of employment of an employee – S.C. Code §30-4-70(a)(2)**

FINANCIAL IMPACT:

We Are Columbia

MEETING DATE: **September 6, 2016**

DEPARTMENT: **City Clerk**

FROM: ***Erika Moore, City Clerk***

SUBJECT: **Chaplain Michael Baker, Columbia Police Department**

FINANCIAL IMPACT:

We Are Columbia

MEETING DATE: **September 6, 2016**

DEPARTMENT: **City Clerk**

FROM: ***Erika Moore, City Clerk***

SUBJECT: **Council is asked to approve the August 2, 2016 Council Meeting Minutes.**

FINANCIAL IMPACT:

ATTACHMENTS:

- MN_08_02_2016_D(DOCX)

We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES

TUESDAY, AUGUST 2, 2016 ▪ 2:09 P.M.

CITY HALL ▪ 1737 MAIN STREET ▪ COUNCIL CHAMBERS ▪ 3RD FLOOR

Present:
The Honorable Mayor Stephen K. Benjamin ▪ The Honorable Sam Davis, District I ▪ The Honorable Howard Duvall, Jr., At-Large ▪ The Honorable Edward McDowell, Jr., District II ▪ The Honorable Moe Baddourah, District III arrived at 3:45 p.m. ▪ Ms. Teresa Wilson, City Manager ▪ Ms. Erika D. Moore, City Clerk

Absent:
The Honorable Tameika Isaac Devine, At-Large ▪ The Honorable Leona K. Plaugh, District IV

This meeting was advertised in accordance with the South Carolina Freedom of Information Act. The minutes are numbered to coincide with the order of the meeting.

Mayor Benjamin thanked the audience for accommodating changes to the Council Meeting schedule. He explained that he is dressed causal today, because it is National Night Out and we started later due to a family medical issue. He apologized for any inconvenience this may have caused.

PLEDGE OF ALLEGIANCE

INVOCATION

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

Ms. Teresa Wilson, City Manager explained that the City of Columbia is the sponsor of National Night Out and we certainly don't want to have people out at events if the weather isn't good. We may want to strongly encourage neighborhoods to make adjustments. There is an 80% chance of storms, but we will look at that later.

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.

DRAFT

We Are Columbia

PUBLIC INPUT RELATED TO AGENDA ITEMS

No one appeared at this time.

CONSENT AGENDA

Upon a single motion made by Mr. McDowell and seconded by Mr. Davis, Council voted unanimously to approve the **Consent Agenda Items 1** through **22**.

CONSIDERATION OF BIDS and AGREEMENTS

1. Council is asked to approve an Agreement for Fiscal Year 2016/2017 Environmental Testing, as requested by the Utilities and Engineering Department. Award to Rogers & Callcott in an amount not to exceed $54,564.00. This firm has headquarters in Greenville, SC and a local office in Columbia, SC. *Funding Source: 5516208-638300 – **Note**: The original budgeted amount is $55,000.00. The following sub-consultants will receive $18,209.00 (33.37%) of the contract value. - Approved*

Sub-consultants	Locations	Services	Contract %	Amount
Eurofins Lancaster Laboratories	Lancaster, PA	Acetates and Organotins Testing	29.88%	$16,303.50
SEAUS (MBE/WBE)	Columbia, SC	Chronic Toxicity Testing	3.02%	$1,650.00
General Engineering Labs	Charleston, SC	Low-level HG Analysis	0.47%	$256.00

2. Council is asked to approve a Sanitary Sewer Main Extension Agreement for the Regatta Forest Residential Development, as requested by the Utilities and Engineering Department. Award to Regatta Forest, LLC in an amount not to exceed $101,250.00. *Funding Source: Tap reimbursements will come from 5511706-638305 – **Note**: Under the enclosed Agreement, the City will contribute to the Developer's cost of construction at the rate of $1,350.00 per tap purchased within five years from the date the City accepts the sewer line for operation and maintenance. Based on 75 lots, the City's maximum contribution would be $101,250.00. - Approved*

3. Council is asked to ratify Change Order #1 for Project SS7076; 30" Gravity Sewer Trunk Line at I-77 and Bluff Road to Burnside #1 Pump Station, as requested by the Utilities and Engineering Department. Award to Rockdale Pipeline, Inc. in the amount of $169,114.38. This firm is located in Conyers, GA. *Funding Source: Savings from FY 15/16 Wastewater Maintenance Operating Budget Projects, 5516205-638305 – **Note**: This is a Clean Water 2020 Program Project and a Mentor Protégé Program Project. CR Jackson of Columbia, SC is the Protégé and will receive $85,378.50 (50%) of the change order amount. The original budgeted amount is $6,556,919.73 and the revised total amount is $6,726,034.11. - Approved*

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4. Council is asked to approve the Purchase of Palmetto 800 MHz Radio Airtime for Fiscal Year 2016/2017, as requested by the Fire Department. Award to Motorola, Inc., using the SC State Contract in the amount of $110,000.00. This vendor is located in Blythewood, SC. *Funding Source: Fire Department-Maintenance & Services Contract, 1012303-638200 – **Note**: The original budgeted amount is $110,000.00. - Approved*

5. Council is asked to approve Hydrovac Excavation Services at the Woodlake Channel, as requested by the Utilities and Engineering Department. Award to Badger Daylighting Corporation as a sole source in an amount not to exceed $163,683.00. This vendor is located in Columbia, SC. Funding Source: *Engineering Storm Water Improvements-NRCS Reimbursable Grants – **Note**: This is 75% / 25% cost share grant funded through the Natural Resources Conservation Service (NRCS). The original allocated amount is $853,476.00. - Approved*

6. Council is asked to approve the Renewal of Workers' Compensation Excess Loss Insurance Coverage, as requested by the Risk Management Division. Award to NY Marine & General Insurance Company in the amount of $162,813.00. This vendor is located in New York, NY *Funding Source: Workers' Comp Administration, 6098939/636200 Insurance and Bonding – **Note**: The incorrect amount of $62,813.00 was approved on July 19, 2016. - Approved*

7. Council is asked to approve Contract Amendment #1 for Project SS7348; Agreement for Engineering Services at the Metro Wastewater Treatment Plant, as requested by Utilities and Engineering Department. Award to Atlantic South Consulting Services, LLC, a Minority Business Enterprise in the amount of $210,000.00. This firm is located in Charleston, SC. *Funding Source: Water Sewer Maintenance/Metro Wastewater Treatment Plant; 5516205-SS7348-638305 ($105,000) and 5516208-SS7348-638305 ($105,000) – **Note**: This is a Clean Water 2020 Program Project and the original budgeted amount is $210,000.00. - Approved*

8. Council is asked to approve Project SS7397; Sewer Replacement at Westminster Drive, as requested by the Utilities and Engineering Department. Award to Shady Grove Construction, a Local Business Enterprise in an amount not to exceed $223,734.50. This firm is located in White Rock, SC. Funding Source: Water & Sewer Capital Project-Capital Project Costs, 5529999-658650-SS739701 – **Note**: The original budgeted amount is $275,929.50. *The following sub-consultants will receive $41,000.00 (20%) of the contract value. – Approved*

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Sub-consultants	Locations	Services	Contract %	Amount
Fortiline Waterworks	Columbia, SC	Pipe and Appurtenances	2.2%	$4,500.00
Capital Concrete	Lexington, SC	Flow Fill	7.3%	$15,000.00
Martin Marietta	Columbia, SC	Rock	6.1%	$12,500.00
B&H Paving	Gaston, SC	Paving	4.4%	$9,000.00

9. Council is asked to approve the Purchase of Palmetto 800 MHz Radio Airtime for Fiscal Year 2016/2017, as requested by the Police Department. Award to Motorola, Inc., using the SC State Contract in the amount of $270,000.00. This vendor is located in Blythewood, SC. *Funding Source: Police Department-Other Lease/Rental, 1012402-636500 – **Note**: The original budgeted amount is $270,000.00. - Approved*

10. Council is asked to approve Fiscal Year 2016/2017 Contract Extension for the Purchase of Aggregate Materials, as requested by the Public Works Department. Award to Vulcan Construction Materials in the amount of $351,621.00. This firm is located in Atlanta, GA. *Funding Source: General Services/Central Stores-Cement, Rock & Masonry Material, 6208956-623400 – **Note**: The original budgeted amount is $351,621.00. These materials will be used by multiple City departments and divisions. - Approved*

11. Council is asked to approve Stream Restoration and Debris Removal Services, as requested by the Utilities and Engineering Department. Award to North American Pipeline Management, Inc., a Small Woman Owned Business Enterprise in the amount of $510,657.50. This firm is located in Marietta, GA. *Funding Source: Engineering Storm Water Improvements-NRCS Reimbursable Grants – **Note**: This is 75% / 25% cost share grant funded through the Natural Resources Conservation Service (NRCS). The original allocated amount is $853,476.00. - Approved*

Location	Amount
Penn Branch	$221,020.00
Sunset Location #1	$82,400.00
Sunset Location #2	$45,000.00
Wild Cat Creek	$95,630.00

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We Are Columbia

12. Council is asked to approve Project SS7280; Rocky Branch Basin Sewer Rehabilitation, as requested by the Utilities and Engineering Department. Award to IPR Southeast, LLC, the lowest responsive bidder in the amount of $9,897,240.00. This firm is located in Stone Mountain, GA. *Funding Source: Unforeseen and Miscellaneous Projects from Fiscal Year 2015/2016 SS728801; 529999-SS728001-658650 – **Note**: This is a Clean Water 2020 Program Project and a Mentor Protégé Program Project. Holzheimer Construction, Inc. of Gilbert, SC is the Protégé and will implement $3,000,000.00 (31%) of the contract value. The original budgeted amount is $9,948,875.00 in CIP Fiscal Year 2015/2016. The following sub-consultants will receive $1,465,000.00 (15%) of the contract value. – Approved*

Sub-consultants	Locations	Services	Contract %	Amount
P&H Utilities, LLC (SBE)	Shelby, NC	Open Cut Point Repair Restoration	5%	$500,000.00
Osborn Contract Services (SBE)	Greer, SC	Manhole Adjustment &Rehab	1%	$100,000.00
Dun-Right Services, Inc. (WBE)	Florence, SC	Manhole Adjustment & Rehab	1%	$100,000.00
Culy Contracting (WBE)	Winchester, IN	Manhole Adjustment & Rehab	1%	$100,000.00
BLD Services	Kennar, LA	Lateral Rehab	4%	$380,000.00
Jaamco Drain Cleaning & Video Services (SBE)	Indian Trail, NC	Close Circuit Television & Cleaning	3%	$285,000.00

13. Council is asked to approve Fiscal Year 2016/2017 Contract Renewal for Chemical Services at the Columbia Canal Water Plant and Lake Murray Water Treatment Plant, as requested by the Utilities and Engineering Department. Award to the lowest bidders of each lot in an amount not to exceed $5,132,242.30. *Funding Source: Columbia Canal Water Plant, Utilities & Chemicals, 5516206-624800 and Lake Murray Water Plant, Utilities & Chemicals, 5516207-624800 – **Note**: The original budgeted amount is $5,542,821.69. - Approved*

Vendor	Description	Amount
JCI Jones Chemicals *Sarasota, FL*	Chlorine Sodium Hypochlorite Sodium Hypochlorite 12%	$214,037.70 $338,250.00 $294,250.00
Key Chemical, Inc. *Waxhaw, NC*	Fluoride – Fluor Silicic Acid , Liquid	$100,450.00
Tanner Industries, Inc. *Southampton, PA*	Anhydrous Ammonia	$119,900.00
Chemtrade Chemicals US LLC Parsippany, NJ	Aluminum Sulfate	$487,775.00
Univar USA Inc. *Morrisville, PA*	Sodium Hydroxide –Caustic Soda	$529,699.60
Polytec, Inc. *Mooresville, NC*	Liquid Lime- Calcium Hydroxide	$656,600.00
International Dioxide *N. Kingstown, RI*	Liquid Sodium Chlorite	$654,480.00

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Carus Corporation *Belmont, NC*	Blended Phosphate	$168,300.00
Cabot Purification *Marshall, TX*	Activated Carbon, Powdered	$465,000.00
Polydyne Inc. *Riceboro, GA*	Liquid Polymer	$56,700.00
Southern Inonics Inc. *West Point, MS*	Sodium Bisulfite	$245,000.00
Premier Magnesia, LLC *W. Conshohocken, PA*	Magnesium Hydroxide Magnesium Hydroxide, Equipment Rental	$791,000.00 $10,800.00

Councilor Davis asked if any businesses in this area were qualified to bid on this % million contact.

Ms. Melissa Gentry, P.E., Assistant City Manager for Operations said there were none.

ORDINANCES – SECOND READING

14. Ordinance No.: 2016-063 – Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 21, Stormwater Management and Sedimentation Control, Article III, Flood Damage Prevention, Division 3, Flood Hazard Reduction, Sec. 21-173 Standards for streams without established base flood elevations or floodways – *The proposed language in the ordinance removes language from Section 21-174 and incorporates the language into Section 21-173 according to the Federal Emergency Management (FEMA) Act. – First reading approval was given on July 19, 2016. – Approved on second reading.*

15. Ordinance No.: 2016-064 – Authorizing the Mayor to execute a Second Amendment to Development Agreement between the City of Columbia, South Carolina and Bull Street Development, LLC, successor in interest to and assignee of Hughes Development Corporation, as equitable owner and developer of approximately 165 acres of land within the City of Columbia, commonly known as the Department of Mental Health's "Bull Street Campus" – *First reading approval was given on July 19, 2016. – Approved on second reading.*

ZONING MAP AMENDMENT – SECOND READING

16. 2634 St. Phillips Street, TMS#11513-07-22; request to rezone from RG-2 (Single Family Residential) to C-1 (Office and Institutional). – ***Note**: This item was deferred on May 17, 2016. First reading approval was given on July 19, 2016. – Approved on second reading.*

DRAFT

We Are Columbia

Council District:	2
Proposal:	Rezone parcel from G-2 to C-1
Applicant:	Burgess Mills, M Burgess Mills & Associates, Inc.
PC Recommendation:	Deny (7-0), 04/04/16
Staff Recommendation:	Deny

ZONING MAP and TEXT AMENDMENT – SECOND READING

17. 1721 Gadsden Street, TMS#09010-10-09; request to rezone from RG-3, -DD (Townhouse and High Rise Residential District, -Design/Development Overlay District) to RG-3, -DD, -DP (Townhouse and High Rise Residential District, -Design/Development Overlay District, -Design Preservation); and Amend Sec. 17-691 (d) to establish 1721 Gadsden Street as a Group III individual historic landmark in the City of Columbia. – *First reading approval was given on July 19, 2016. – Approved on second reading.*

Council District:	2
Proposal:	Rezone parcel from RG-3, -DD to RG-3, -DD, -DP and Amend Chapter 17 - Article V, Division 3 - §17-691(d) to designate structure as a Group III Landmark
Applicant:	John Hewett, agent
Staff Recommendation:	Approve
D/DRC Recommendation:	Approve (6-0), 06/09/2016
PC Recommendation:	Approve (7-0), 06/06/2016

Ordinance No.: 2016-052 – Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article V, Historic Preservation and Architectural Review, Division 4, Landmarks, Sec. 17-691 Buildings and sites list, (d), to 1721 Gadsden Street, TMS# 09010-10-09 – *First reading approval was given on July 19, 2016. – Approved on second reading.*

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT and ZONING MAP AMENDMENT – SECOND READING

18. 1606 Blaine Street, TMS# 16208-04-02; request to annex, assign land use classification of Urban Edge Residential Small Lot (UER-1) and assign zoning of RS-2 (Single Family Residential District). – *First reading approval was given on July 19, 2016. – Approved on second reading.*

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We Are Columbia

Council District:	3
Proposal:	Annex, assign Urban Edge Residential Small Lot (UER-1) Land Use Classification and RS-2 Zoning. The property is currently classified as Economic Development Center/Corridor by Richland County and zoned as MH (Manufactured Home Residential District) by Richland County.
Applicant:	Charles Jr. and Thelma Jackson
Staff Recommendation:	Annex, Assign UER-1 Land Use Classification Approve and RS-2 Zoning
PC Recommendation:	6/06/16Annex, Assign UER-1 Land Use Classification Approve (7-0) and RS-2 Zoning

Ordinance No.: 2016-056 – Annexing and Incorporating 1606 Blaine Street, Richland County TMS # 16208-04-02into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17,2015 – *First reading approval was given on July 19, 2016. – Approved on second reading.*

19. 7709 Ramona Street, TMS# 16208-04-04; request to annex, assign land use classification of Urban Edge Residential Small Lot (UER-1) and assign zoning of RS-2, -FP (Single Family Residential District, -Flood Protective Area). – *First reading approval was given on July 19, 2016. – Approved on second reading.*

Council District:	3
Proposal:	Annex, assign Urban Edge Residential Small Lot (UER-1) Land Use Classification and RS-2, -FP Zoning. The property is currently classified as Economic Development Center/Corridor by Richland County and zoned as RS-MD (Residential, Single-Family – Medium Density District) by Richland County.
Applicant:	Jacqueline McDuffie
Staff Recommendation:	Annex, Assign UER-1 Land Use Classification Approve and RS-2, -FP Zoning
PC Recommendation:	06/06/16 Annex, Assign UER-1 Land Use Classification Approve (7-0) and RS-2, -FP Zoning

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Ordinance No.: 2016-057 – Annexing and Incorporating 7709 Ramona Street, Richland County TMS # 16208-04-04 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 – *First reading approval was given on July 19, 2016. – Approved on second reading.*

20. 4901 Dale Drive, TMS# 09313-03-09; request to annex, assign land use classification of Urban Edge Residential Small Lot (UER-1) and assign zoning of RS-3 (Single Family Residential District). – *First reading approval was given on July 19, 2016. – Approved on second reading.*

Council District:	1
Proposal:	Annex, assign Urban Edge Residential Small Lot (UER-1) Land Use Classification and RS-3 Zoning. The property is currently classified as Mixed Residential - High Density by Richland County and zoned as RS - HD (Residential, Single-Family – High Density District) by Richland County
Applicant:	Jacquelyn M. Golston
Staff Recommendation:	Annex, Assign UER-1 Land Use Classification Approve and RS-3 Zoning
PC Recommendation:	06/06/16 Annex, Assign UER-1 Land Use Classification Approve (7-0) and RS-3 Zoning

Ordinance No.: 2016-055 – Annexing and Incorporating 4901 Dale Drive, Richland County TMS #09313-03-09 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 – *First reading approval was given on July 19, 2016. – Approved on second reading.*

21. 1048 Dreyfus Road, TMS#11204-02-01; request to annex, assign land use classification of UCMR-2 (Urban Core Mixed Residential-2) and assign zoning of D-1, -FP (Development District, -Flood Protective Area). – *First reading approval was given on July 19, 2016. – Approved on second reading.*

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We Are Columbia

Council District:	2
Proposal:	Annex, assign Urban Core Mixed Residential (UCMR-2) Land Use Classification and zoning of Development District (D-1) (Development District) and -Flood Protective Area (-FP) (Flood Protective Area) where applicable. The property is currently classified as Mixed Residential (High Density) by Richland County and zoned as M-1 (Light Industrial District) by Richland County
Applicant:	The City of Columbia
Staff Recommendation:	Annex, Assign UCMR-2 Land Use Classification Approve and D-1 Zoning, and -FP where applicable
PC Recommendation: 05/02/16	Annex, Assign UCMR-2 Land Use Classification Approve (8-0) and D-1 Zoning, and -FP where applicable

Ordinance No.: 2016-062 – Annexing and Incorporating 1048 Dreyfus Road, Richland County TMS #11204-02-01 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 – *First reading approval was given on July 19, 2016. – Approved on second reading.*

22. 1501 Saint Andrews Road, TMS# 06113-02-33; request to annex, assign land use classification of AC-1 (Neighborhood Activity Corridor) and assign zoning of C-3 (General Commercial District) – *First reading approval was given on July 19, 2016. – Approved on second reading.*

Council District:	1
Proposal:	Annex, assign Neighborhood Activity Corridor (AC-1) Land Use Classification and General Commercial (C-3) Zoning. The property is currently classified as Mixed Residential - High Density by Richland County and zoned as GC by Richland County
Applicant:	KAL STONE, LLC
Staff Recommendation:	Annex, Assign AC-1 Land Use Classification Approve and C-3 Zoning
PC Recommendation:	05/02/16 Annex, Assign AC-1 Land Use Classification Approve (8-0) and C-3 Zoning

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Ordinance No.: 2016-054 – Annexing and Incorporating 1501 St. Andrews Road, Richland County TMS #06113-02-33 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 – *First reading approval was given on July 19, 2016. – Approved on second reading.*

ZONING MAP AMENDMENT – FIRST READING

23. 3100 Main Street, TMS# 09111-06-01; request to rezone from MX-1, -NC, -FP (Mixed Use Corridor/Neighborhood District, -North Main Corridor, -Flood Protective Area) to C-3, -NC, -FP (General Commercial District, -North Main Corridor, -Flood Protective Area). – *The Zoning Public Hearing was held and consideration of this item was deferred on July 19, 2016. – Approved on first reading.*

Council District:	1
Proposal:	Rezone the parcel from MX-1, -NC, -FP to C-3, -NC, -FP
Applicant:	Fred Price
Staff Recommendation:	Denial
PC Recommendation: 06/06/16	Approve (6-1)

Mr. Fred Price, Applicant appeared before Council to explain that he purchased this property two years ago and is now leasing the building to Soda City Movers. He said they don't do any storage at the site and they constructed a fence to protect their vehicles at night. The customers do not visit the store, but they do want to open a retail location to sell moving supplies. It is primarily used as an office. He explained that he is considering options to make the fencing more attractive without blocking the gate.

Councilor McDowell asked why staff denied the request.

Ms. Krista Hampton, Planning and Development Services Director explained that staff recommended denial based on the North Columbia Master Plan and the corridor was rezoned from C-2/C-3 to MX-1.

Councilor McDowell asked if the improvements suggested by Mr. Price would defer the decision.

Ms. Krista Hampton, Planning and Development Services Director said the efforts made by the applicant to approve the aesthetics are appreciated, but would not change staff's recommendation.

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Mayor Benjamin asked what was previously allowed.

Ms. Krista Hampton, Planning and Development Services Director said it was either C-3, which includes general commercial uses or M-1.

Mayor Benjamin asked how we should deal with this philosophically.

Ms. Krista Hampton, Planning and Development Services Director explained that if a use is in place when you rezone it, it's grandfathered in; new uses have to comply with the new code. She added that this purchase wasn't made prior to it being rezoned. She noted that MX-1 zoning allows uses that weren't previously allowed and we increased the allowable building footprint by getting rid of setbacks. She stated that the moving company started business before they applied for a business license; they made investments without knowing that the use was not permitted.

Mr. Fred Price, Applicant said the configuration of some of the buildings on North Main Street may cause owners to undergo major renovations for new tenants. He noted that his building is 5,000 sq. ft.; 2,500 sq. ft. is the warehouse and the remaining space is for offices, restrooms and a lobby.

Councilor Duvall said this is a wedge shaped piece of property on the edge of the district. He said he would like to grant the request as approved by the Planning Commission.

Councilor Davis said the zoning change was a result of the community charettes. The master plan was specifically designed to change the types of businesses that were on that corridor. He said MX-1 zoning gives the staff leverage. He said the owner's intentions are good and the owner is a good landlord. The people in that area want to develop the master plan and we need to stand firm on that.

Mayor Benjamin said we want the corridor to reflect the richness of the neighborhoods that surround it. He said this is a challenging corridor in terms of geography and typography. This is good if we are able to get the voluntary improvements that Mr. Price indicated that he is willing to make. He recommended approving the Planning Commission's recommendation while understanding Mr. Davis' concerns.

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Upon a motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted three (3) to one (1) to give first reading approval to the *Zoning Map Amendment* for 3100 Main Street, TMS# 09111-06-01; request to rezone from MX-1, -NC, -FP (Mixed Use Corridor / Neighborhood District, -North Main Corridor, -Flood Protective Area) to C-3, -NC, -FP (General Commercial District, -North Main Corridor, -Flood Protective Area). Voting aye were Mr. McDowell, Mr. Duvall and Mayor Benjamin. Mr. Davis voted nay.

CITY COUNCIL DISCUSSION

24. Annual Reports from the City's Economic Development Partners – Mr. Ryan Coleman, Economic Development Director

Ms. Meghan Hickman, Executive Director of Engenuity SC reported that they are a public private partnership and an economic development non-profit that works to make the Midlands the most competitive region it can be. She presented the second edition of the 2015 Midlands Regional Competitiveness Report. She reviewed EngenuitySC's activities for 2016 that included signature events such as Ignite!, the Richland One Stem Program and What's Next Midlands.

Mr. Fred Monk, Managing Director of the Columbia World Affairs Council reported that the World Affairs Council was established in 1993 to raise the awareness of Columbia as an international city. He noted that they coordinate the sister-city relationships with a focus on education and economic development. He announced that they recently connected the University of South Carolina with the Franhofer Institute. The World Affairs Council is also working to develop sister schools with Accra, Ghana; a landing strategy for foreign companies; and other exchange programs.

Ms. Susan McPherson, Greater Columbia Chamber of Commerce thanked City Council for their support in helping the Chamber to make this the most military friendly community. She reported that Fort Jackson trains over 70,000 soldiers and 26,000 other military professionals every year. She reported that Fort Jackson has a $2.6 billion economic impact on the Columbia region. The Chamber works closely with its partners to ensure that all elected officials are aware of the great opportunities and challenges we face at Fort Jackson. She announced that Fort Jackson is currently celebrating their 100th year of training America's volunteer soldiers and a citywide celebration is being planned for the week of June 2, 2017.

Mr. Ryan Coleman, Economic Director Development Director said the economic development partners are invaluable to the Office of Economic Development and we always look forward to supporting the initiatives they are engaged in.

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25. Appointment of Municipal Court Judges – The Honorable Howard E. Duvall

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to approve the appointment of Judge Carlton Bagby and Judge Susan O. Porter as full-time Municipal Court Judges and to set their salaries at the same level as other fulltime Municipal Court Judges.

26. Additional Funding Requests – Ms. Teresa Wilson, City Manager

- Total Solar Eclipse Campaign

Ms. Merritt McNeely, South Carolina State Museum announced that the total solar eclipse will happen on Monday, August 21, 2017 and this will be the first total solar eclipse in the United States in thirty-eight years. She explained that the moon will pass through the earth and the sun to create a path of totality that turns the day into night. The center line will pass through ten states and Nashville is the only city in the path of totality. The eclipse will start at 10:00 a.m. in Oregon and exit out of South Carolina. She said people will travel for these events and Columbia is listed on numerous sites as one of the best places for viewing the eclipse in the nation. She noted that Columbia will experience up to 2.5 minutes of total darkness. The Museum of will host an event starting at 1:30 p.m. and the totality will begin at approximately 2:41 p.m. She explained that the Total Solar Eclipse Campaign will create an opportunity for economic impact through tourism and other activities. She requested $50,000 from the hospitality tax fund.

Councilor Duvall said this is going to be a historic event in the City of Columbia. He said startup money is needed now in order to purchase branded glasses and to market this event.

- Welcome Home to Carolina Vietnam War Commemoration

Mr. Steven Jeffcoat, South Carolina Military History Foundation said the Department of Defense was directed to form a committee to celebrate the 50th Anniversary of the Vietnam War and the South Carolina Military Department and the South Carolina Military Museum are commemorative partners. He noted that there isn't an exact start date for the Vietnam War, but we were there as early as 1958 and as late as the 1970's. We will be presenting events to welcome home our South Carolina Vietnam Veterans over the next three years. The first events that will occur on November 12, 2016 include a motorcycle ride and rally honoring fallen South Carolina Vietnam warriors, a free barbeque, and a documentary film. A legacy of the Vietnam War is that we don't blame the soldier for going to fight the war. He requested $30,000 to market these events. In closing, he said it's time to rectify a fifty year wrong.

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We Are Columbia

Hospitality Tax Advisory Committee Funding Recommendations – Ms. Dee Dee Fanning, Executive Assistant for the City Council Office and Mr. John Whitehead, Chair of the Hospitality Tax Advisory Committee

Ms. Dee Dee Fanning, Executive Assistant for the Office of City Council said the Hospitality Tax Advisory Committee met on July 22, 2016 to consider the second round of funding.

Mr. John Whitehead, Chair of the Hospitality Tax Advisory Committee said they reviewed every application that had already been submitted. We looked at making many of the smaller organizations whole in terms of the previous year's allocation. We discussed how to reinvest the $312,000 with enrichment and cultural activities in the community.

Councilor Duvall suggested that the Total Solar Eclipse Campaign be funded at $50,000. He questioned the additional allocation to the Regional Sports Council.

Mayor Benjamin said the Regional Sports Council is receiving an additional $5,000. He recalled that additional funding will become available in a few months. He said we also want to make sure we have appropriate law enforcement resources for the events we fund. He stated that he is comfortable with funding the Total Solar Eclipse Campaign outside of the process. He suggested that Council take the request for the Welcome Home to Carolina Vietnam War Commemoration under advisement and then determine how to make that happen.

Councilor McDowell said I don't want us to forget our Veterans; some of them experience darkness 24 hours a day. I don't want us to forget those men and women who have been forgotten as valiant warriors in the Vietnam conflict.

Ms. Teresa Wilson, City Manager suggested that firm allocations could be made in September. She noted that the City is attempting to incorporate the South Carolina Military History Foundation into our Annual Veterans Day Parade.

Upon a motion made by Mr. Duvall and seconded by Mayor Benjamin, Council voted unanimously to approve the hospitality tax funding recommendations and an allocation of $50,000 to the South Carolina State Museum for the Total Solar Eclipse Campaign from year-end hospitality tax fund balance. The South Carolina Military History Foundation is asked to submit their application to the Hospitality Tax Advisory Committee.

Councilor Davis expressed his disappointment in the funding recommendations. He asked that smaller organizations be given additional funding consideration from the year-end fund balance. He will be inviting those groups to come back before Council.

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Councilor Baddourah joined the meeting at 3:45 p.m.

Councilor McDowell said he has been contacted as well and he hopes that smaller organizations will be given further consideration.

COMPREHENSIVE PLAN – FUTURE LAND USE MAP AMENDMENT – SECOND READING

27. S. Olmsted Lane, TMS# 28902-09-01(p); request modify the land use classification for a portion of S. Olmsted Lane from Neighborhood Activity Center (AC-1) to Urban Edge Residential Small Lot (UER-1). – *First reading approval was given on July 19, 2016. – Approved on second reading.*

City Council District:	4
Proposal:	Request to amend Chapter 8.3 of *The Columbia Plan 2018 - Future Land Use Map* to modify the land use classification for a portion of S. Olmsted Lane from AC-1 to UER-1.
Applicant:	City of Columbia
Staff Recommendation:	Amend Future Land Use Map from AC-1 to Approval UER-1 land use classification
PC Recommendation:	05/02/2016 Amend Future Land Use Map from AC-1 to Approval (8-0) UER-1 land use classification

Ordinance No.: 2016-049 – Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map for S. Olmsted Lane, Richland County TMS #28902-09-01(P) – *First reading approval was given on July 19, 2016. – Approved on second reading.*

Upon a motion made by Mr. Duvall and seconded by Mr. Baddourah, Council voted unanimously to give second reading approval to the *Comprehensive Plan – Future Land Use Map Amendment* for S. Olmsted Lane, TMS# 28902-09-01(p); request modify the land use classification for a portion of S. Olmsted Lane from Neighborhood Activity Center (AC-1) to Urban Edge Residential Small Lot (UER-1) **and** Ordinance No.: 2016-049 – Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map for S. Olmsted Lane, Richland County TMS #28902-09-01(P). Mayor Benjamin abstained from voting.

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28. The Park, Phase Two: 1392, 1388, 1372, 1360, 1391, 1415 Beechfern Circle, Beechfern Circle Walkway, Beechfern Circle roadway, 517, 523, 527, 535 Cordgrass Road, Cordgrass Road walkway, Cordgrass Road roadway, And 40/50 Buffer Woodcreek Farms Road, TMS# 25815-01-08, 25815-01-09, 25815-01-12, 25815-01-14, 25815-02-21, 25815-02-24, 25815-01-15, 25815-05-05, 25815-02-08, 25815-02-10, 25815-02-11, 25815-02-14, 25815-02-12, 25815-05-03, 25815-01-18; request to confirm land use classification of Urban Edge Residential Large Lot (UER-2). Property was annexed on May 17, 2016. – *First reading approval was given on July 19, 2016. – Approved on second reading.*

City Council District:	4
Proposal:	Request to amend Chapter 8.3 of *The Columbia Plan 2018 - Future Land Use Map* to include the above property and confirm interim land use classification of Urban Edge Residential Large Lot (UER-2).
Applicant:	City of Columbia
Staff Recommendation:	Amend Future Land Use Map to confirm Approval UER-2 land use classification
PC Recommendation:	04/04/2016 Amend Future Land Use Map to confirm Approval (7-0)

Ordinance No.: 2016-050 – Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map to include 1392 Beechfern Circle, 1388 Beechfern Circle, 1372 Beech fern Circle, 1360 Beechfern Circle,1391 Beechfern Circle, 1415 Beechfern Circle, Beechfern Circle Walkway, Beechfern Circle right of way, 517 Cordgrass Road, 523 Cordgrass Road, 527 Cordgrass Road, 535 Cordgrass Road, Cordgrass Road Walkway, Cordgrass Road right of way, and 1.61 acres designated as a 40' buffer and a 50' buffer along Woodcreek Farms Road, Richland County TMS#s 25815-01-08, 25815-01-09, 25815-01-12, 25815-01-14, 25815-02-21, 25815-02-24, 25815-01-15, 25815-05-05, 25815-02-08, 25815-02-10, 25815-02-11, 25815-02-14, 25815-02-12, 25815-05-03, and 25815-01-18, being a portion of The Park, Phase Two, Woodcreek Farms, annexed by Ordinance No.: 2016-033 enacted May 17, 2016 – *First reading approval was given on July 19, 2016. – Approved on second reading.*

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Upon a motion made by Mr. Duvall and seconded by Mr. Baddourah, Council voted unanimously to give second reading approval to the *Comprehensive Plan – Future Land Use Map Amendment* for The Park, Phase Two: 1392, 1388, 1372, 1360, 1391, 1415 Beechfern Circle, Beechfern Circle Walkway, Beechfern Circle roadway, 517, 523, 527, 535 Cordgrass Road, Cordgrass Road walkway, Cordgrass Road roadway, And 40/50 Buffer Woodcreek Farms Road, TMS# 25815-01-08, 25815-01-09, 25815-01-12, 25815-01-14, 25815-02-21, 25815-02-24, 25815-01-15, 25815-05-05, 25815-02-08, 25815-02-10, 25815-02-11, 25815-02-14, 25815-02-12, 25815-05-03, 25815-01-18; request to confirm land use classification of Urban Edge Residential Large Lot (UER-2) **and** Ordinance No.: 2016-050 – Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map to include 1392 Beechfern Circle, 1388 Beechfern Circle, 1372 Beech fern Circle, 1360 Beechfern Circle,1391 Beechfern Circle, 1415 Beechfern Circle, Beechfern Circle Walkway, Beechfern Circle right of way, 517 Cordgrass Road, 523 Cordgrass Road, 527 Cordgrass Road, 535 Cordgrass Road, Cordgrass Road Walkway, Cordgrass Road right of way, and 1.61 acres designated as a 40' buffer and a 50' buffer along Woodcreek Farms Road, Richland County TMS#s 25815-01-08, 25815-01-09, 25815-01-12, 25815-01-14, 25815-02-21, 25815-02-24, 25815-01-15, 25815-05-05, 25815-02-08, 25815-02-10, 25815-02-11, 25815-02-14, 25815-02-12, 25815-05-03, and 25815-01-18, being a portion of The Park, Phase Two, Woodcreek Farms, annexed by Ordinance No.: 2016-033 enacted May 17, 2016. Mayor Benjamin abstained from voting.

29. The Park, Phase Four and Five, TMS# 25800-03-46; request to confirm land use classification of Urban Edge Residential Large Lot (UER-2). Property was annexed on May 17, 2016. – *First reading approval was given on July 19, 2016. – Approved on second reading.*

City Council District:	4
Proposal:	Request to amend Chapter 8.3 of *The Columbia Plan 2018 Future Land Use Map* to include the above property and confirm interim land use classification of Urban Edge Residential Large Lot (UER-2).
Applicant:	Two Parks LLC
Staff Recommendation:	Amend Future Land Use Map to confirm Approval UER-2 land use classification
PC Recommendation:	04/04/2016Amend Future Land Use Map to confirm Approval (7-0) UER-2 land use classification

DRAFT

Ordinance No.: 2016-051 – Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map to include The Park Phase Four and Five, 42.65 acres W/S Woodcreek Farms Road, Richland County TMS #25800-03-46; annexed by Ordinance No.: 2016-032 enacted May 17, 2016 – *First reading approval was given on July 19, 2016. – Approved on second reading.*

Upon a motion made by Mr. Duvall and seconded by Mr. Baddourah, Council voted unanimously to give second reading approval to the *Comprehensive Plan – Future Land Use Map Amendment* for The Park, Phase Four and Five, TMS# 25800-03-46; request to confirm land use classification of Urban Edge Residential Large Lot (UER-2) **and** Ordinance No.: 2016-051 – Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map to include The Park Phase Four and Five, 42.65 acres W/S Woodcreek Farms Road, Richland County TMS #25800-03-46; annexed by Ordinance No.: 2016-032 enacted May 17, 2016. Mayor Benjamin abstained from voting.

ZONING CONFIRMATION – SECOND READING

30. The Park, Phase Two: 1392, 1388, 1372, 1360, 1391, 1415 Beechfern Circle, Beechfern Circle Walkway, Beechfern Circle roadway, 517, 523, 527, 535 Cordgrass Road, Cordgrass Road walkway, Cordgrass Road roadway, And 40/50 Buffer Woodcreek Farms Road, TMS# 25815-01-08, 25815-01-09, 25815-01-12, 25815-01-14, 25815-02-21, 25815-02-24, 25815-01-15, 25815-05-05, 25815-02-08, 25815-02-10, 25815-02-11, 25815-02-14, 25815-02-12, 25815-05-03, 25815-01-18; request to confirm zoning of PUD-R (Residential Planned Unit Development District). Property was annexed on May 17, 2016. – *First reading approval was given on July 19, 2016. – Approved on second reading.*

City Council District:	4
Proposal:	Establish City of Columbia PUD-R (Planned Unit Development Residential District) zoning
Applicant:	NVR, Inc., et al
Staff Recommendation:	Approval
PC Recommendation:	04/04/2016 Richland County PDD to Interim PUD-R zoning Approval (7-0)

DRAFT

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Upon a motion made by Mr. Duvall and seconded by Mr. Baddourah, Council voted unanimously to give second reading approval to the *Zoning Confirmation* for The Park, Phase Two: 1392, 1388, 1372, 1360, 1391, 1415 Beechfern Circle, Beechfern Circle Walkway, Beechfern Circle roadway, 517, 523, 527, 535 Cordgrass Road, Cordgrass Road walkway, Cordgrass Road roadway, And 40/50 Buffer Woodcreek Farms Road, TMS# 25815-01-08, 25815-01-09, 25815-01-12, 25815-01-14, 25815-02-21, 25815-02-24, 25815-01-15, 25815-05-05, 25815-02-08, 25815-02-10, 25815-02-11, 25815-02-14, 25815-02-12, 25815-05-03, 25815-01-18; request to confirm zoning of PUD-R (Residential Planned Unit Development District). Mayor Benjamin abstained from voting.

31. The Park, Phase Four and Five, TMS# 25800-03-46; request to confirm zoning of PUD-R (Residential Planned Unit Development District). Property was annexed on May 17, 2016. – *First reading approval was given on July 19, 2016. – Approved on second reading.*

City Council District:	4
Proposal:	Establish City of Columbia PUD-R (Planned Unit Development - Residential) zoning
Applicant:	Two Parks LLC
PC Recommendation:	04/04/2016 Richland County PDD to Interim PUD-R zoning Approval (7-0)

Upon a motion made by Mr. Duvall and seconded by Mr. Baddourah, Council voted unanimously to give second reading approval to the *Zoning Confirmation* for The Park, Phase Four and Five, TMS# 25800-03-46; request to confirm zoning of PUD-R (Residential Planned Unit Development District). Mayor Benjamin abstained from voting.

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT and ZONING MAP AMENDMENT – SECOND READING

32. 567 Spears Creek Church Road and 751 Spears Creek Church Road, TMS# 28800-01-03, 28800-01-09; request to annex, assign land use classifications of UER-1 (Urban Edge Residential Small Lot) and UEAC-1 (Urban Edge Community Activity Center) and zoning of PUD-C (Commercial Planned Unit Development District) and PUD-R (Residential Planned Unit Development District), and –FP (Flood Protective Area) where applicable. – *First reading approval was given on July 19, 2016. – Approved on second reading.*

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We Are Columbia

Council District:	4
Proposal:	Annex, assign Urban Edge Residential-Small Lot (UER-1) and Urban Edge Community Activity Center (UEAC-1) Land Use Classifications and assign zoning of Planned Unit Development - Commercial District and Planned Unit Development - Residential District (PUD-C/PUD-R) (Commercial Planned Unit Development District and Residential Planned Unit Development District) and -Flood Protective Area (-FP) where applicable. The property is currently classified as Neighborhood-Medium Density by Richland County and zoned as PDD by Richland County
Applicant:	Interstate Associates, LLC
Staff Recommendation:	Annex, Assign UER-1 and UEAC-1 Land Use Classification Approve and Zoning of PUD-C / PUD-R, with -FP where applicable (-FP is only in PUD-R area)
PC Recommendation:	05/02/16 Annex, Assign UER-1 and UEAC-1 Land Use Classification Approve (7-0) and Zoning of PUD-C / PUD-R, with -FP where applicable (-FP is only in PUD-R area)

Ordinance No.: 2016-053 – Annexing and Incorporating 567 Spears Creek Church Road and 751 Spears Creek Church Road, Richland County TMS #28800-01-03 and 28800-01-09 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 – *First reading approval was given on July 19, 2016. – Approved on second reading.*

DRAFT

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to give second reading approval to the *Comprehensive Plan Map Amendment and Zoning Map Amendment* for 567 Spears Creek Church Road and 751 Spears Creek Church Road, TMS# 28800-01-03, 28800-01-09; request to annex, assign land use classifications of UER-1 (Urban Edge Residential Small Lot) and UEAC-1 (Urban Edge Community Activity Center) and zoning of PUD-C (Commercial Planned Unit Development District) and PUD-R (Residential Planned Unit Development District), and –FP (Flood Protective Area) where applicable **and** Ordinance No.: 2016-053 – Annexing and Incorporating 567 Spears Creek Church Road and 751 Spears Creek Church Road, Richland County TMS #28800-01-03 and 28800-01-09 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015. Mayor Benjamin abstained from voting.

CITY COUNCIL COMMITTEE REPORTS/REFERALS

Upon a motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted unanimously to refer the review of a proposed towing ordinance to the Public Safety Committee.

Mayor Benjamin requested an update on last night's storms.

Ms. Teresa Wilson, City Manager urged citizens to not drive through water, no matter how safe it appears. She said public safety officials spent a vast amount of time on water rescues. She cautioned citizens against clearing out storm drains, because that too is very dangerous. She said damages were in concentrated areas with a few fallen trees. She stated that while the water receded quickly, it was heavy and it came fast; that's what we are afraid of for this evening.

Councilor Baddourah said the same areas keep flooding and experiencing damages. He said it is time for us to do whatever we can as a Council to address those areas.

Councilor McDowell reported that water was deep in the area of Heidt Street at Read Street. He noted that the retention ponds at two construction sites were overflowing into the street. He said the storm drains may need to be cleaned out.

Ms. Teresa Wilson, City Manager reported that the Public Works Department has been working on that all day and they are currently staging barricades for this evening.

Mayor Benjamin said he would like to step up our efforts to significantly increase the number of rain barrels and to incentivize citizens to participate.

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We Are Columbia

APPEARANCE OF THE PUBLIC

Mr. Temple Ligon explained that sea rations came with a box of matches, a cigarette and a small can opener nicknamed the P38, because it was 3.8 centimeters or because the World War II fighter plane was called P38. He recalled that some soldiers kept their can openers on their dog tags. The combat troop would be out there for fifteen days and they lived off that can opener. He said we will figure out how to get the money to erect a Claes Oldenburg scaled can opener at the military park. He has five bronze stars and he believes that the world would come and see the art.

Ms. Teresa Wilson, City Manager reported that there is currently a 50% chance of storms, but there are no projections on how, when and where the storms will come. She suggested that we encourage neighborhood leaders to move their National Night Out events inside, if possible or the City can plan an event in the fall.

Mr. S. Allison Baker, Senior Assistant City Manager added that there is currently a 30% chance of storms and that will increase to 50% after 7:00 p.m. He said the forecast is nebulous. He noted that yesterday's storm wasn't anticipated.

There was a consensus of Council to work with the Columbia Council of Neighborhoods to strongly encourage the delay of National Night Out festivities and the City will plan an event during the fall.

Upon a motion made by Mr. McDowell and seconded by Mr. Baddourah, Council voted unanimously to adjourn the meeting at 4:11 p.m.

Respectfully submitted by:

Erika D. Moore
City Clerk

DRAFT

We Are Columbia

MEETING DATE: **September 6, 2016**

DEPARTMENT: **Procurement and Contracts**

FROM: ***Sandra Wright, Purchasing Agent***

SUBJECT: **Council is asked to approve the Purchase of Twenty-five (25) Acuity Lights and Poles, as requested by the Traffic Engineering Division. Award to Mayer Electric Supply, the lowest and responsive bidder in the amount of $55,350.00. This vendor is located in West Columbia, SC.**

FINANCIAL IMPACT: **Funding Source: Public Works: Traffic Street-Lighting/Electrical and Lighting Supply,1013205-623600. Additional funding will come from operating funds.**

ORIGINAL BUDGET: **$54,082.00**

CLEAN WATER 2020?: **No**

Three bids were received, but one was deemed non-responsive for the purchase of Acuity Lighting and Poles for the Traffic Engineering Department.

I respectfully request City Council's approval for this purchase from the lowest responsive and responsible bidder, Mayer Electric Supply Company, at the following quantity and cost plus sales tax.

25 each Lighting and Poles @ $2,050.00	**$51,250.00**
Sales Tax	**4,100.00**
Total	**$55,350.00**

Mayer Electric Supply Company is located in West Columbia, SC 29172.

This will be charged as follows:
Public Works: Traffic Street-Lighting/Electrical and Lighting Supply
1013205/623600

ATTACHMENTS:

- Bid Tabulation (REVISED) BID005-16-17GH MRP LED Lights and Poles (PDF)
- Department Approval CC Memo (PDF)

REVISED Bid Tabulation Report

BID005-16-17-GH Acuity Omero MRP LED Lights and Poles

Tuesday, August 9, 2016

Bidder ID	Vendor	Item	Qty	Unit Price	Total
B001261	Mayer Electric Supply Company 931 Meeting St. West Columbia, SC 29169	Acuity Omero MRP LED Lights and Poles	25	$ 2,050.00	$ 51,250.00
B001736	Graybar 745 Sunset Blvd. West Columbia, SC 29169	Acuity Omero MRP LED Lights and Poles	25	$ 2,065.00	$ 51,625.00

NOTE: The bid tabulation above may reflect the apparent low bidder; however an evaluation will be done to determine if the bid meets all bid requirements before an award is made.

CITY OF COLUMBIA
SOUTH CAROLINA

INTER-OFFICE MEMO

DATE: Aug. 22, 2016

TO: Charlene Maffett
Purchasing

FROM: Ron Armstead
Traffic Engineering

RE:Bid **Acuity Omero Lighting MRP LED Lights and Poles Bid # 005-16-17-GH**

We have reviewed the bids for the Omero lights and poles and it appears that Mayer Electric was the low bidder. Please proceed with placing this on Council's agenda for approval.

Ron Armstead

Ron Armstead
Assistant Traffic Eng.

We Are Columbia

MEETING DATE: **September 6, 2016**

DEPARTMENT: **Utilities and Engineering**

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

SUBJECT: **Council is asked to approve a Purchase Invoice for Fiscal Year 2016/2017 Annual Drinking Water Fee, as requested by the Utilities and Engineering Department. Award to South Carolina Department of Health and Environmental Control in the amount of $57,811.00. This vendor is located in Columbia, SC.**

FINANCIAL IMPACT: **Funding Source: 50/50 split from 5516206 639900 (CCWTP) and 5516207 63990 (LMWTP) budgets - The original budgeted amount is $60,000.**

ORIGINAL BUDGET: **$60,000.00**

CLEAN WATER 2020?: **No**

FEMA DR-SC4241?: **No**

STRATEGIC GOALS: **Invest in Infrastructure**

The attached invoice in the amount of $57,811.00 is forwarded for your approval. This invoice is for our annual drinking water fee with the South Carolina Department of Health and Environmental Control. This fee covers routine laboratory monitoring and services provided by SCDHEC.

The total amount of this invoice will be funded 50/50 from 5516206 639900 (CCWTP) and 5516207 63990 (LMWTP). The original budgeted amount for this expense is $60,000.00.

ATTACHMENTS:

- SCDHEC Drinking Water Fee Transmittal (PDF)
- SCDHEC Safe Drinking Water Act Fee_FY16-17_Council Memo (PDF)
- SC DHEC Invoice (PDF)

CITY OF COLUMBIA
INTER-OFFICE MEMO
DEPARTMENT OF UTILITIES AND ENGINEERING

TO: Ms. Teresa Wilson
City Manager

DATE: August 24, 2016

FROM: Suzanne B. Leitner
Engineering Administrator

INITIALS: SBL

RE**:** **Council Agenda Item:** SCDHEC Annual Drinking Water Fee FY 16/17

The attached invoice in the amount of $57,811.00 is forwarded for your approval. This invoice is for our annual drinking water fee with the South Carolina Department of Health and Environmental Control. This fee covers routine laboratory monitoring and services provided by SCDHEC.

The total amount of this invoice will be funded 50/50 from 5516206 639900 (CCWTP) and 5516207 63990 (LMWTP). The original budgeted amount for this expense is $60,000.00.

CITY OF COLUMBIA

Inter-Office Memo

DATE: **August 24, 2016**

TO: **Joey Jaco, PE, Director of Utilities & Engineering**

FROM: **Clint Shealy, PE, Water Works Superintendent**

RE: **SCDHEC Annual Drinking Water Fee (FY 16-17)**

We have received the invoice for our annual drinking water fee from SCDHEC. This fee covers routine laboratory monitoring and services provided by SCDHEC and payment is mandatory for water systems in South Carolina. A requisition has been created and approved by the appropriate staff (copy attached). Due to the size of the invoice (exceeding $50,000), approval by City Council is required.

We request that the following information be entered into Minute Traq for placement on Council agenda.

"Council is asked to approve Fiscal Year 2016/2017 Annual Safe Drinking Water Act Fee, as requested by the Utilities and Engineering Department. Payment is requested to the South Carolina Department of Health and Environmental Control in the amount of $57,811.00. *Funding Source: Columbia Canal Water Plant, Service Expenses - Miscellaneous, 5516206-639900 and Lake Murray Water Plant, Service Expenses - Miscellaneous, 5516207-639900 –* ***Note****: The original budgeted amount is $60,000.00."*

Please let me know if you need additional information. Thank you.

DIRECT EXPENSE INVOICE
RETURN TO ACCOUNTING - ATTENTION DIRECT PAY

VENDOR NO.: V002946

DATE: 08/02/2016

VENDOR NAME and ADDRESS:
SC DHEC
ATTN: BUREAU OF FINANCIAL MANAGEMENT
PO BOX 100103
COLUMBIA, SC 29202-3103

INVOICE NO.: QK68433-2

DESCRIPTION: ANNUAL FEE FOR COMMUNITY - 2016 DRINKING WATER ANNUAL BILLING

COMMODITY CODE: 96300

CHARGE ACCOUNT: 5516207-639900 (50%) AND 5516206-639900 (50%)

INVOICE AMOUNT/ SPLIT ACCOUNTS ($ OR %) $ 57811.00

SELECT ONE: PICK UP BY DEPT /NAME: _____ ☐ MAIL w/attachments

SPECIAL INSTRUCTIONS:

RECEIVED CITY OF COLUMBIA ACCOUNTING AUG 12 2016

AUTHORIZATIONS

REQUESTOR NAME: AMANDA HARTZELL — Requestor Signature

DEPT/DIV HEAD NAME: CLINT SHEALY — Dept/Div Head Signature (Under $5,000)

ACM NAME: MISSY GENTRY — Assistant City Manager Signature ($5,000 to $25,000)

CITY MANAGER: TERESA WILSON — for City Manager Signature ($25,000.01 to $49,999.99) 8/10/16

PAYMENTS EXCEEDING $50,000 MUST BE APPROVED BY CITY COUNCIL"

This form is to be filled out completely with appropriate signatures and all supporting documentation attached prior to processing. W-9s should be sent to Purchasing and noted as "Direct Pay" to set up vendor before submitting this form to Accounting.

RECEIVED AUG 08 2016 BY: Ch

LR: 2/14/2012 sla

Healthy People. Healthy Communities.

Environmental Quality Control

2600 Bull Street
Columbia, SC 29201
Tax ID# 57-6000286

Drinking Water Annual Billing

CLINT SHEALY
CITY OF COLUMBIA
300 LAUREL ST
COLUMBIA SC 29201

Invoice Date:	07/21/2016
Invoice Number:	QK68433-2
Invoice Amount:	$57,811.00
Program ID:	4010001
Billing Period:	07/01/2016
Through	06/30/2017

Qty	Description	Unit Price	Extended
1.00	Annual Fee for Community	57,811.00	57,811.00
	Total		**$57,811.00**

In accordance with R 61-30.C(4), construction permits or modifications, revision, or reissue of an operating permit will not be issued until all outstanding fees have been paid in full.

South Carolina Department of Health and Environmental Control

Facility Name: COLUMBIA CITY OF
Program ID: 4010001
Invoice Number: QK68433-2 Amount Due: $57,811.00

Amount Remitted:
$

To ensure proper credit, please return this portion of the invoice with your payment including the invoice number on your remittance. Internet payments by credit card/check can also be made by going to **WWW.SCDHEC.GOV** and clicking on the "PAY INVOICES" under "Online Tools and Services." *(Limit $3,000.00 and $1.00 transaction fee for debit/credit card payment. No limit or fee on ACH/E-check.)* Change of address and credit card payment forms are on the reverse side of this invoice. Payment is due upon receipt.

SC DHEC
Attn: Bureau of Financial Management
PO Box 100103
Columbia, SC 29202-3103

ATTENTION: PUBLIC WATER SYSTEM OWNERS/OPERATORS

RE: FY 2017 SAFE DRINKING WATER ACT ANNUAL INVOICE

Enclosed is your invoice(s) covering the fiscal year 2017 Drinking Water Annual Fee. Invoices are due upon receipt and are past due thirty days thereafter.

Penalties of 10% on the 60th day and an additional 25% on the 90th day will be added to outstanding amounts. Postmark date is not considered the received date.

The fee assessment for your public water system is based upon the level of services received and is comprised of three components: program administration, distribution monitoring, and source monitoring. A Summary of SDWA(Safe Drinking Water Act) Services is enclosed.

Information such as the number of taps, the population served, and the number of sources used in the formula for calculating your fee is collected by Department staff during regularly scheduled sanitary surveys. Updates or changes to this information must be conducted through your local DHEC Environmental Quality Control District Office.

If you have any questions concerning how the fee was calculated for your public water system, please contact the Bureau of Water at (803) 898-4300 or email chaneyme@dhec.sc.gov.

For questions concerning payment of the fee, please contact Kevin Graham with Accounts Receivable at (803) 898-1272 or grahamkb@dhec.sc.gov.

CHANGE OF ADDRESS

FACILITY NAME: _____

CONTACT NAME: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NO. FOR NEW ADDRESS: ( ) _____

CUSTOMER'S SIGNATURE: _____

CREDIT CARD INFORMATION

NAME AS IT APPEARS ON CARD: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE#: _____ FAX#: _____

AMERICAN EXPRESS/VISA/MASTERCARD/DISCOVER
Type of card - circle one

CREDIT CARD NUMBER: _____

CVV#: _____ EXPIRATION DATE: _____

AUTHORIZED SIGNATURE: _____

DHEC-2107 (03/2010)

**NOW PAY ONLINE AT WWW.SCDHEC.GOV THEN CLICK ON PAY INVOICES **

D H E C

PROMOTE PROTECT PROSPER

South Carolina Department of Health and Environmental Control

BUREAU OF WATER
FY 2017 DRINKING WATER INVOICE

The Department would like to again extend the opportunity for public water systems to make payments of the FY 2017 Drinking Water fees. If you choose to pay in installments, the following terms apply:

To be a participant, you must return this completed original agreement form by AUGUST 17, 2016 in the enclosed envelope. EQC Administration will furnish your facility with an ACKNOWLEDGED copy of the agreement by AUGUST 31, 2016. Failure to submit this agreement will result in the assessment of penalties to any outstanding balance on the 60th and 90th day from invoice date. Please contact Kevin Graham at 803-898-1272 if you did not receive the acknowledged copy by AUGUST 31, 2016.

Each installation is one-fourth of the total invoice. The payment **MUST BE RECEIVED IN THIS OFFICE ON OR BEFORE (NOT POSTMARKED) THE DATE INDICATED BELOW.** IF PAYMENT IS NOT RECEIVED BY THE SCHEDULED DATE, APPLICABLE PENALTIES WILL BE ADDED TO THE OUTSTANDING QUARTERLY INSTALLMENT. A TEN PERCENT (10%) PENALTY WILL BE ASSESSED IMMEDIATELY AGAINST THE QUARTERLY INSTALLMENT. IF THE QUARTERLY PAYMENT REMAINS UNPAID AFTER 30 DAYS, AN ADDITIONAL TWENTY-FIVE (25%) PENALTY WILL BE ASSESSED AGAINST THE QUARTERLY INSTALLMENT.

Please note that all payment schedules previously established for other fiscal years are to continue in addition to the new FY 2017 payment arrangement.

1st PAYMENT TO BE RECEIVED BY SC DHEC 9-15-2016 **2ND PAYMENT TO BE RECEIVED BY SC DHEC 12-01-2016**
3RD PAYMENT TO BE RECEIVED BY SC DHEC 03-01-2017 **4TH PAYMENT TO BE RECEIVED BY SC DHEC 06-01-2017**

NOTE: PLEASE DO NOT SEND YOUR FIRST INSTALLMENT/PAYMENT WITH THIS FORM. PAYMENT SHOULD BE SUBMITTED SEPARATELY AFTER AUGUST 31, 2016 TO ENSURE PAYMENT AGREEMENT IS IN EFFECT PRIOR TO POSTING ANY PAYMENT.

(Detach here and return using the enclosed envelope)
Address change and credit card payment information is on the reverse side

FY 2017 DRINKING WATER ANNUAL FEE PAYMENT SCHEDULE

System Name _____ **System #** _____ **Inv #** _____ **Inv Amount** _____

I, _____ **ACTING ON BEHALF OF THE ABOVE NAMED WATER SYSTEM, AGREE TO MAKE FOUR EQUAL PAYMENTS BASED UPON THE FOLLOWING SCHEDULE:**

1st PAYMENT TO BE RECEIVED BY SC DHEC 9-15-2016 **2ND PAYMENT TO BE RECEIVED BY SC DHEC 12-01-2016**
3RD PAYMENT TO BE RECEIVED BY SC DHEC 03-01-2017 **4TH PAYMENT TO BE RECEIVED BY SC DHEC 06-01-2017**

IN SIGNING BELOW, I UNDERSTAND THAT FAILURE TO COMPLY WITH THE ABOVE SCHEDULE WILL RESULT IN THE ASSESSMENT OF APPILICABLE PENALTY (IES).

_____ _____ **ACKNOWLEDGED BY:** _____ _____
SYSTEM REPRESENTATIVE **DATE** **SCDHEC RESPRESENTATIVE** **DATE**

SC DHEC
ACCOUNTS RECEIVABLE – KEVIN GRAHAM
2600 BULL STREET
COLUMBIA SC 29201

We Are Columbia

MEETING DATE: **September 6, 2016**

DEPARTMENT: **Procurement and Contracts**

FROM: ***Sandra Wright, Purchasing Agent***

SUBJECT: **Council is asked to approve a Project for Sewer Replacement at Roosevelt Street , as requested by the Utilities and Engineering Department. Award to North American Pipeline Management in an amount not to exceed $139,067.50, which includes contractors bid amount of $126,425 and owners contingency amount of $12,642.50. This firm is located in Greenville, SC.**

FINANCIAL IMPACT: **Funding Source: Capital Improvement Fund, 5529999-658650/SS739801-658650 - The origial budgeted amount is $146,250. This is a Clean Water 2020 Program Project.**

ORIGINAL BUDGET: **$146,250.00**

CLEAN WATER 2020?: **Yes**

STRATEGIC GOALS: **Invest in Infrastructure**

Three (3) bids were received for the construction services for Roosevelt Street Sewer Repair (BID007-16-17-LRL) as requested by Utilities and Engineering.

The total construction time allocated for this project is twenty one days after the notice to proceed is issued. I respectfully request City Council's approval of these services from North American Pipeline Management, Inc., a SBE/WBE, at an amount not to exceed $139,067.50.

Base Bid	$126,425.00
Contingency	$ 12,642.50
Total (Not to Exceed)	$139,067.50

North American Pipeline Management, Inc. Is located in Greenville, SC.

This will be charged as follows:

Capital Improvement Fund
5529999-658650/SS739801-658650 $139,067.50

ATTACHMENTS:

- BID007-16-17-LRL Roosevelt Street Sewer Replacement Council Agenda Documents (PDF)

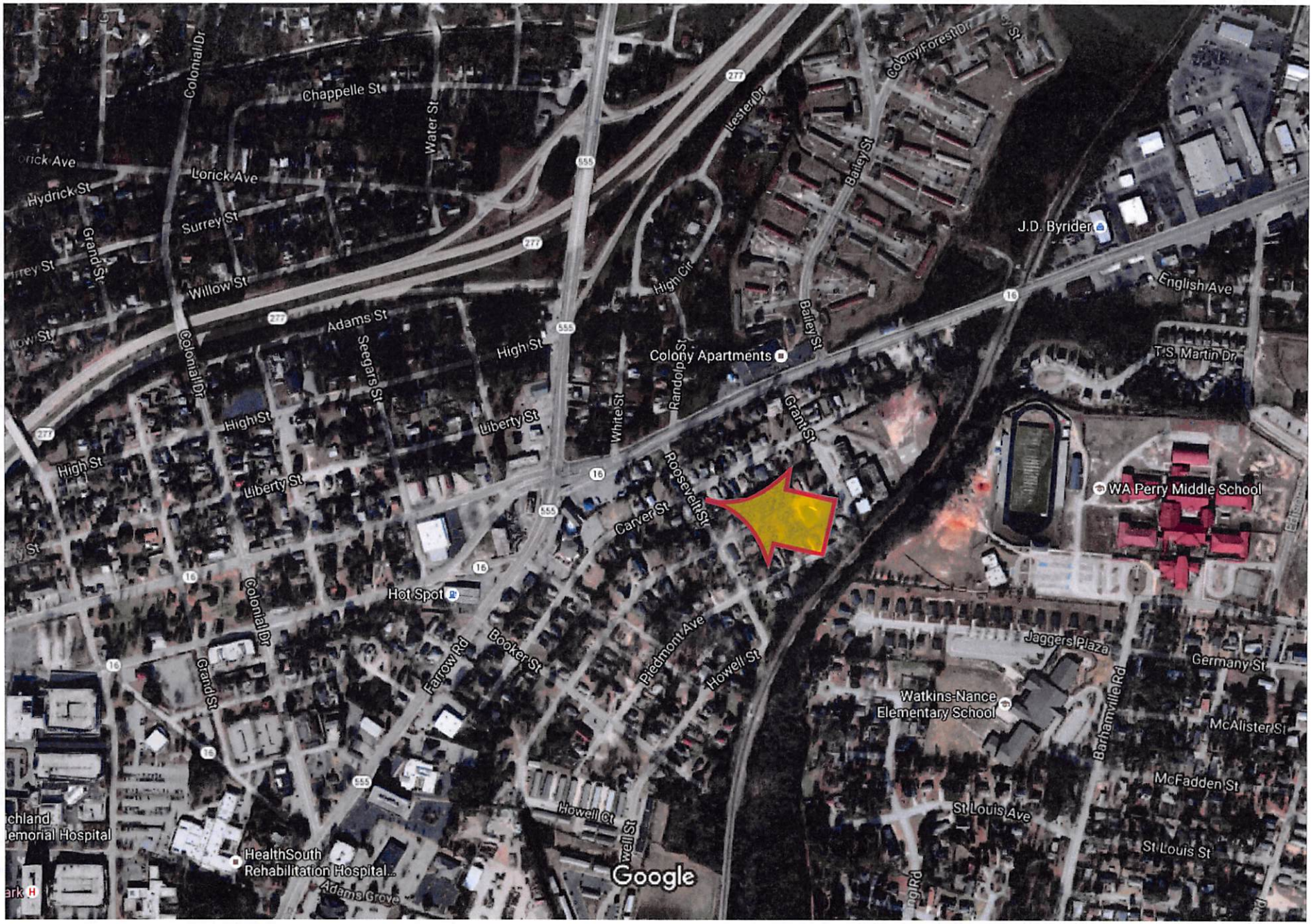
Bid Tabulation Report

BID007-16-17-LRL: Roosevelt Street Sewer Replacement

Monday, August 08, 2016

Item #	Product Code	Product Description	Quantity	Unit Price	Extended
Bidder ID: B001990 - McClam & Associates, Inc.					
1642 Holy Trinity Church Road Little Mountain, SC 29075-			Terms and Conditions: I Agree Noncollusion: Y Local Preference: Yes AMENDMENT: Y Certified Local Vendor:	N	
1	91200	Roosevelt Street Sewer Replacement (SS7398) As per described	1.00	664,860.00	664,860.00
		Total McClam & Associates, Inc.			**664,860.00**
Bidder ID: B002023 - Shady Grove Construction, LLC					
			Terms and Conditions: I Agree Noncollusion: Y Local Preference: Yes AMENDMENT: Y Certified Local Vendor:	N	
1	91200	Roosevelt Street Sewer Replacement (SS7398) As per described	1.00	440,980.00	440,980.00
		Total Shady Grove Construction, LLC			**440,980.00**
Bidder ID: B002297 - North American Pipeline Management, Inc.					
2 Montclair Ave Greenville, SC 29206-			Terms and Conditions: I Agree Noncollusion: Y Local Preference: No AMENDMENT: Y Certified Local Vendor:	N	
1	91200	Roosevelt Street Sewer Replacement (SS7398) As per described	1.00	126,425.00	126,425.00
		Total North American Pipeline Management			**126,425.00**

Note: The bid tabulation above may reflect the apparent low bidder; however an evaluation will be done to determine if the bid meets all bid requirements before an award is made.



Imagery ©2016 Google, Map data ©2016 Google 500 ft

CITY OF COLUMBIA

Department of Utilities and Engineering
Division of Engineering
P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3400 Fax: 803-988-8199

Requesting a Contract

Name of Department requesting approval: Utilities and Engineering

Name of City Project Manager: Max Morgan

Project Number: #BID007-16-17-LRL

Project Description: Roosevelt Street Sewer Repair

Name of firm or contractor award is being recommended for: North American Pipeline Management

Type of procurement used to obtain firm or contractor: Local Business Enterprise

List subcontractors of project: See Attachment 3 (List subcontractors and % of Contract Value)

Compliance Programs Associated with project: ~~SOP~~ ~~MPP~~ LBE

Is this Clean Water 2020 related? YES NO

Amount of Compensation: $146,250.00 INCLUDES $19,825.00 CONTINGENCY

Original Budgeted Amount: $146,250.00

Funding Source: 5529999-658650/SS739801-658650 (Capital Improvement Fund)

City Council Districts this project impacts: 1, 2, 3, 4 District 1

Map of Project Area Attached? See Attachment 2

CITY OF COLUMBIA

Department of Utilities and Engineering
Division of Engineering
P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3400 Fax: 803-988-8199

August 12, 2016

Mrs. Tava B. Robinson
Bid Coordinator
City of Columbia
1336 Washington Street, 7th Floor
Columbia, SC 29201

Subject: BID 007-16-17-LRL
SS7398 – Roosevelt St Sewer Replacement
Recommendation of Award

Dear Tava:

As you are aware, the city received bids for the subject project in your offices on August 8, 2016. We have reviewed the bid tabulation provided by your office and found the lowest responsible bidder's response to be reasonable and within the proposed budget. The three bids were as follows:

North American Pipe Line Management, Inc.	$126,450.00
Shady Grove Construction, LLC	$440,980.00
McClam and Associates, Inc.	$664,860.00

A review of North American Pipe Line Management's bid confirms that everything appears to be in order. We recommend awarding the contract to North American Pipe Line Management at their bid of $126,450.00. Please note that a 10% owner's contingency, separate from the bidder's contract, of $12,645.00 should be requested as a part of the amount sent to City Council for approval. This represents a total amount of $139,095.00.

If you need further information or have any questions regarding this matter, please feel free to call me at 609-8980.

Sincerely,

L. Maxwell Morgan, III, P.E.
Sr. Civil Engineer

Bid 007-16-17-LRL Roosevelt Street Sewer Replacement

Business Information Records

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

Business Name Address	Contact Name Telephone	Services/Materials to be Provided	Cost of Services/Mat ($ Value)	MPP, SOP MBE, DBE WBE,DVBE SBE, OBE
North American Pipeline Management, Inc.	678-820-3991	All work scope	100%	SBE/WBE
*If awarded, materials to be provided by Ferguson, HD Supply or Hayes Pipe Supply depending on material availability and delivery schedule.				

TOTAL: $ 126,425.00
North American Pipeline Management, Inc.
Contractor
By
I certify this information is true and correct.

8/5/2016
Date

Form 710

We Are Columbia

MEETING DATE: **September 6, 2016**

DEPARTMENT: **Procurement and Contracts**

FROM: ***Sandra Wright, Purchasing Agent***

SUBJECT: **Council is asked to approve the Purchase of a Screw Conveyor System, as requested by the Wastewater Treatment Plant. Award to Jim Myers & Sons in the amount of $146,631.60. This firm is located in Charlotte, NC.**

FINANCIAL IMPACT: **Funding Source: Water & Sewer Capital Projects/Capital Projects Costs/Thickening & Dewatering Improvement 5529999-658650-SS728501**

ORIGINAL BUDGET: **146,631.60**

CLEAN WATER 2020?: **Yes**

The Wastewater Treatment Plant has requested the purchase of a Screw Conveyor System.

I respectfully request City Council's approval for this purchase using the sole source vendor, Jim Myers & Sons at the following cost plus S.C. sales tax.

Qty.	Description	Unit Price	Extended Amount	Request Total
1	Screw Conveyor System	$135,770.00	$135,770.00	
	Sales Tax		$ 10,861.60	
				$146,631.60

Jim Myers & Sons is located in Charlotte, NC.

ATTACHMENTS:

- R175515 Screw Conveyor (PDF)

Requisition #_R175515___

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 __Metro WWTP_____Division,
(1)

____Screw conveyor system for the sludge in Dewatering_____
(2)

as a sole source procurement from ___JMS Inc. C/O Heyward Inc._____
(3)

based upon the following justifications: ___The custom designed and manufactured_
(4)

__twin live bottom screw system for the existing hopper sold to City by Asdor in 1994

__is being replaced because it offers the complete truck loadout system. Asdor is out of

__business now, but JMS Inc. can replace the hopper twin live bottom screw system.___

This sole source is valid through June 30, 2016 **Amount** $146,631.60_____

U & E		6/14/16
Department	Signature of Department Head	Date
		6/15/16
	Signature of Purchasing Agent	Date
		6/16/16
	Signature of Finance Director	Date
		6/23/16
	Signature of Asst. City Manager	Date
		6/24/16
	Signature of City Manager	Date

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

Distribution: Original attached to requisition (Form PUR 108201) Copy retained in Department's file. (Rev. 11/2014)

06-23-2016 11:01

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.

RECEIVED
JUN 16 2016
BY: .....

50 YEARS of EXCELLENCE
JMS
JIM MYERS & SONS, INC.

JIM MYERS & SONS, INC.
P.O. Box 38778, Charlotte, North Carolina 28278
Phone: 704-554-8397, Fax: 704-554-9113, www.jmsequipment.com

June 7, 2016

TO: City of Columbia Department of Utilities & Engineering
Metro Wastewater Treatment Plant, Columbia, SC

SUBJECT: Replacement of Existing Hopper's Twin Live Bottom Screw System
Jim Myers & Sons, Inc.

To Whom It May Concern,

The custom designed and manufactured twin live bottom screw system for the existing hopper at the Metro WWTP was sold to the City by Asdor in 1994. Thomas Conveyor Company (TCC) manufactured the live bottom screw system for Asdor, and Jim Myers & Sons provided the 750 cf hopper to Asdor. The live bottom system and the hopper offer the complete truck loadout system. Asdor has been out of business now for eight years or so.

For over 20 years Jim Myers & Sons (JMS) and Thomas Conveyor have been business partners, with JMS being the sole marketing, sales and service arm for TCC in the United States and Canada exclusively for the municipal water and wastewater industries. JMS, an engineering & manufacturing company located in Charlotte, NC since 1962, offers such services as engineering submittal packages, general arrangement & fabrication level drawings, manufacturing, equipment quotations, and provides trained and certified field service techs for equipment start-up and training. Heyward Incorporated is JMS' local area representative for installations in North and South Carolina.

JMS has our original hopper engineering drawings, and also Asdor's detailed drawings and original O&M for the existing system. The scope includes custom engineered parts designed to achieve optimum performance for this application.

Should you have any questions or if there is anything else we can help you with, please don't hesitate to contact us or our Representative:

Heyward Incorporated
Attn: Doug Wilson
2101-A Cambridge Beltway Drive
Charlotte, NC 28273
Phone: (704) 583-2305

Regards,

Jim Brettman
Sr. Application Engineer
Jim Myers & Sons, Inc.
jbrettman@jmsequipment.com
www.myersequipment.com

JIM MYERS & SONS, INC.
P.O. Box 240038, Charlotte, North Carolina 28224-0038
Phone: 704-554-8397, Fax: 704-554-9113, www.myersequipment.com

August 8, 2013 (Last Revised May 12, 2016)

TO: BIDDING CONTRACTORS

SUBJECT: COLUMBIA, SC METRO WWTP
JMS QUOTATION
SECTION 14554 – SCREW CONVEYOR – SHAFTED TYPE

As a named manufacturer and based on the plans and specifications provided by URS Corporation, through Addendum #2, we are pleased to provide the following quotation.

Please note our submittal & delivery timing on the last page of this proposal.

SECTION 14554 – SCREW CONVEYOR – SHAFTED TYPE:

Our proposal includes providing replacement components to replace the existing live bottom bin's conveyance system complete to include the pan (i.e. trough), the dual screw system, drive system, emergency stop switch and cables, and zero speed switch. We do not include replacement of the hopper itself (i.e the truck loading bin).

Said differently, our scope includes replacement of the existing system complete below the flange that mates the bin to the pan which houses the screw conveyors with drive system.

We include, per drawing D07.12, inspection of the interior of the truck loading bin for any deficiencies, to include photographs, and a report of findings.

- Access and advance notice for entry will be provided by the Contractor
- Repairs are not included – we include an inspection only.

We include one (1) neoprene flexible discharge chute, flanged. The chute will be approximately 1'-9" w x 2'-7" d x 4'-0' H.

The system we will provide and described above will include:

- Abrasion resistant alloy steel shafted screw, dual auger, each approx 14" dia, ¼" thick T-304 stainless steel flights with 6" C-1045 carbon steel pipe shafts
  - Length approx 12'-8" long
  - Screws will be intermeshed for counterclockwise rotation with spur gears as required
  - Carbon steel internal collarss (bushings)
- Shaft mounted integral gearmotor (less any V-belt drive)
  - SEW Eurodrive gear reducer; 460/3/60
  - 7.5 HP; approx 10 RPM
- T-304 stainless steel trough (i.e. pan) flared at inlet area, ¼" thick, with end plates and greasable seals
- Type E roller bearings for all bearings
- One (1) flanged discharge
- Bead blast exterior
- No intermediate hanger bearings are applicable
- One (1) spring lubrication assembly
- Emergency stop switch and cables
- Two (2) Milltronics MFA-4P speed switches with MSP-12 probes
- All required stainless steel anchors
- Spare parts:
  - We include a set of bearings, gaskets & seals for the gear reducer only, as specified.

JIM MYERS & SONS, INC.
P.O. Box 240038, Charlotte, North Carolina 28224-0038
Phone: 704-554-8397, Fax: 704-554-9113, www.myersequipment.com

- No flexible hanger bearing spare is included in as much as there is no flexible hanger bearing applicable in the equipment provided.

- Field Service:
  - A total of 3 trips and 6 days is included as we interpret the specifications
  - Should additional trips and days be desired they can be provided on a per diem basis
- Training & Classroom Services (reference Sec 01650):
  - Classroom training, lesson plan submittals, O& M training, maintenance training, lesson plans are included
  - A total of 3 trips and 4 days is included as we interpret the specifications
  - Should additional trips and days be desired they can be provided on a per diem basis
- Warranty - a 2 year warranty is included (see terms, next page)

Exceptions:

- We take exception to all video requirements in Section 01650 and elsewhere.

Note:

- Installation is not included.
- Electrical connections to existing wiring/conduit & power supply is to be by others.
- No structural supports are included. The equipment provided mates to the existing bin.
- No control panel or motor starter is included.

TOTAL PRICE ..... $ 135,770.00

If you have any questions concerning this information please feel free to contact our representative, Heyward Incorporated, Doug Wilson, at (704) 583-2305.

Regards,

Jim Brettman
Applications Engineer

JIM MYERS & SONS, INC.
P.O. Box 240038, Charlotte, North Carolina 28224-0038
Phone: 704-554-8397, Fax: 704-554-9113, www.myersequipment.com

SPARE PARTS

Spare parts are included to include a set of bearings, gaskets & seals for the gear reducer. No spare flexible hanger bearing is included in as much as there is no flexible hanger bearing applicable in the equipment we are providing.

FIELD SERVICE

Field service is included as described in the body of this letter.

SUBMITTAL/DELIVERY

The above price is quoted DAP (Delivered at Place) which includes shipping to the job site. Approval submittals will require approximately 6-8 weeks after receipt of fully executed purchase order. Delivery of equipment will require approximately 14-16 weeks after receipt of fully approved submittals.

PAYMENT TERMS

20% (net 30) after submittals are sent (Not to exceed 60 days from receipt of purchase order, No Retainage)
75% (net 30) after shipment (No Retainage)
5% (net 30) after field service startup, substantial completion, beneficial use, whichever is earliest (Not to exceed 90 days after delivery)

VALIDITY

All pricing is based on the stainless steel surcharge per the date of this quotation. Prices are valid for 90 days from the date of this quotation.

WARRANTY

All JMS equipment and/or materials are of high quality and are manufactured in conformity with the best commercial practices. We guarantee all equipment / materials, manufactured or supplied by us, to be free from defects in material and workmanship at the time of start-up for a period of two (2) years, not to exceed thirty (30) months from date of shipment. We will furnish without charge, but will not install, replacements for such parts/materials as we find to be defective.

This guarantee shall not apply to any equipment which has been improperly handled or stored, improperly lubricated, subjected to misuse or neglect, misapplied with reference to the engineer's specifications, altered or tampered with, or damaged by corrective work performed without our specific written consent. No allowances will be made for such corrective work done without such consent. Deterioration by chemical action, improper maintenance, or normal wear does not constitute defects and are therefore not covered by this warranty. Consumable items are not covered by this warranty. All warranty claims must be submitted within ten (10) calendar days of discovery of defects or it shall be deemed waived. The foregoing is in lieu of all other warranties, whether expressed or implied.

EXCLUDED ITEMS

Any & all taxes.
Installation and field assembly.
Anything not specifically listed in the above scope letter.

We Are Columbia

MEETING DATE: **September 6, 2016**

DEPARTMENT: **Procurement and Contracts**

FROM: ***Sandra Wright, Purchasing Agent***

SUBJECT: **Council is asked to approve a Fiscal Year 2016/2017 Contract Renewal for IFAS and Banner Software Update License and Support, as requested by the Information Technology Department. Award to Mythics Inc. In the amount of $160,134.37. This vendor is located in Virginia Beach, VA.**

FINANCIAL IMPACT: **Funding Source: Information Technology Department – Maintenance & Service Contract, 1011120 –638200 - Note: This item was approved by the Chief Information Officer.**

ORIGINAL BUDGET: **$160,134.37**

The Information Technology Department has requested the Software Update License and Support Renewal for Oracle Database for the Fiscal Year 2016/2017. This is for the subscription license and maintenance for the City's installed IFAS and Banner systems.

I respectfully request City Council's approval for this purchase using the SC State Contract #4400006276, vendor Mythics Inc., at the following cost.

Software Update License and Support Renewal - $160,134.37

Mythics Inc. is located in Virginia Beach, VA 23454.

Sec. 2-204. - Competitive sealed bidding required; exceptions. All city contracts shall be awarded by competitive sealed bidding except the following as determined pursuant to definitions and standards set by regulations, or except as otherwise provided in this article:
(9) When purchasing through state contracts.

ATTACHMENTS:

- Mythics Quote (PDF)
- SC State Contract #4400006276 (PDF)

MYTHICS™

ORACLE Platinum Partner

Timothy Judge
Direct: 757.233.8086
Fax: 757.965.9486
Email: tjudge@mythics.com

Mythics, Inc
1439 N. Great Neck Rd. Suite 201
Virginia Beach, VA 23454

Company Name: City of Columbia

Contact: Mark Johnson
Phone: 803.737.4224
Email: mdjohnson@columbiasc.net

Quote Number: SR 07132016 FY17 SW
Valid Through: August 26, 2016

Please reference quote number on approved purchase order.

ORACLE SUPPORT RENEWAL

Software Update License & Support

Line Item	CSI	Oracle Product Description	Term	License Type	Number of Licenses	License Level	Extended Price
1	3383348	Configuration Management Pack for Oracle Middleware	1-Aug-16 To 31-Jul-17	Named User Plus	10	FULL USE	$121.10
2	3383348	Configuration Management Pack for Oracle Middleware	1-Aug-16 To 31-Jul-17	Processor	2	FULL USE	$1,211.20
3	3383348	Diagnostics Pack for Oracle Middleware	1-Aug-16 To 31-Jul-17	Named User Plus	10	FULL USE	$251.90
4	3383348	Diagnostics Pack for Oracle Middleware	1-Aug-16 To 31-Jul-17	Processor	2	FULL USE	$2,519.38
5	3383348	Oracle Database Enterprise Edition	1-Aug-16 To 31-Jul-17	Named User	35	FULL USE	$5,038.14
6	3383348	Oracle Database Enterprise Edition	1-Aug-16 To 31-Jul-17	Processor	8	FULL USE	$55,364.13
7	3383348	Oracle Diagnostics Pack	1-Aug-16 To 31-Jul-17	Named User	35	FULL USE	$125.94
8	3383348	Oracle Diagnostics Pack	1-Aug-16 To 31-Jul-17	Processor	8	FULL USE	$1,439.45
9	3383348	Oracle Internet Developer Suite	1-Aug-16 To 31-Jul-17	Named User	5	FULL USE	$4,498.33
10	3383348	Oracle Programmer	1-Aug-16 To 31-Jul-17	Processor	10	FULL USE	$1,799.34
11	3383348	Oracle Tuning Pack	1-Aug-16 To 31-Jul-17	Named User	35	FULL USE	$125.94
12	3383348	Oracle Tuning Pack	1-Aug-16 To 31-Jul-17	Processor	8	FULL USE	$1,439.47
13	3383348	Pure Name & Address (North America)	1-Aug-16 To 31-Jul-17	Processor	1	FULL USE	$3,598.66
14	15934380	Oracle Real Application Clusters	1-Aug-16 To 31-Jul-17	Processor	8	FULL USE	$32,634.87
15	15934380	Oracle WebLogic Server Standard Edition	1-Aug-16 To 31-Jul-17	Named User Plus	10	FULL USE	$162.75
16	15934380	Configuration Management Pack for Oracle Middleware	1-Aug-16 To 31-Jul-17	Processor	2	FULL USE	$1,627.75
17	15934380	Diagnostics Pack for Oracle Middleware	1-Aug-16 To 31-Jul-17	Processor	3	FULL USE	$19,405.62
18	18721751	Oracle WebCenter Content	22-Aug-16 To 21-Aug-17	Processor	1	FULL USE	$18,825.66
19	18826931	Oracle Advanced Security	Nov 21, 2016 - Nov 20, 2017	Processor	8	FULL USE	$9,944.74
						SUPPORT:	**$160,134.37**
						NEW LICENSE & SUPPORT:	**UPON REQUEST**
						TRAINING:	**UPON REQUEST**
						SERVICES:	**UPON REQUEST**
						TOTAL	**$160.134.37**

Additional Information:
This quotation is an estimate and is an invitation for you to offer to purchase products and services from Mythics. Your order is subject to Mythics' acceptance and to software licensing terms and conditions per reference to an existing license/contract or a newly executed license accompanying your order.
Mythics Fed Tax ID# 54-1987871
Support services are provided under Oracle's then current technical support policies located at: http://www.oracle.com/support/policies.html.
You agree that Mythics has the right to cancel your support due to non-payment.
Media is available for download at no additional cost at http://edelivery.oracle.com/

By confirming, referencing or placing an order based on this quote, you are agreeing that the software products being purchased are for electronic delivery only and there is no transfer of tangible property.

In reliance on your order, Mythics will issue a non-cancellable order with its supplier for software or hardware products ordered. Therefore all orders are non-cancellable.

Purchasing Instructions:

Please include the following statements in your order:
1. Mythics Quote #: SR 07132016 FY17 SW
2. This order is placed pursuant to the terms and conditions ofMythics SC: 4400006276 .
3. Payment terms are: Net 30

Fax order to 757-965-9486 or email tjudge@mythics.com

STATE OF SOUTH CAROLINA
B&CB, DIV. OF PROCUREMENT SERVICES, ITMO
1201 MAIN STREET, SUITE 601
COLUMBIA SC 29201

Intent to Award
Posting Date: January 22, 2013

Solicitation: **5400003569**
Description: **Statewide Contract for Oracle Software**
Agency: **Statewide Term Contract**

The State intends to award contract(s) noted below. Unless otherwise suspended or canceled, this document becomes the final Statement of Award effective **08:00:00, February 04, 2013.** Unless otherwise provided in the solicitation, the final statement of award serves as acceptance of your offer.

Contractor should not perform work on or incur any costs associated with the contract prior to the effective date of the contract. Contractor should not perform any work prior to the receipt of a purchase order from the using governmental unit. The State assumes no liability for any expenses incurred prior to the effective date of the contract and issuance of a purchase order.

Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the appropriate Chief Procurement Officer within the time provided. [Section 11-35- 4210]

PROTEST - CPO ADDRESS - ITMO: Any protest must be addressed to the Chief Procurement Officer, Information Technology Management Office, and submitted in writing
(a) by email to protest-itmo@itmo.sc.gov ,
(b) by facsimile at 803-737-0102, or
(c) by post or delivery to 1201 Main Street, Suite 601 Columbia, SC 29201.

Contract Number: 4400006276
Awarded To: MYTHICS INC
1439 N GREAT NECK RD
VIRGINIA BEACH VA 23454

Total Potential Value: $ 5,000,000.00
Maximum Contract Period: February 04, 2013 through February 03, 2018

Item	Description	State Discount Off of Manufacturer's List Price
00001	ORACLE SOFTWARE	38.46%

Procurement Officer
Debbie Lemmon

We Are Columbia

MEETING DATE: **September 6, 2016**

DEPARTMENT: **Procurement and Contracts**

FROM: ***Sandra Wright, Purchasing Agent***

SUBJECT: **Council is asked to approve Project WM4348; Agreement for Engineering Services for a pressure reducing valve at Pineview Road and the CSX Main Railroad Line and approximately 6,400 LF of 16" water main improvements along Longwood Road between Shop Road Extension and Bluff Road. Award to Alliance Consulting Engineers in the amount of $183,000.00. This firm is located in Columbia, SC.**

PRESENTER: **Joseph D. Jaco, P.E. Director of Utiliies & Engineering**

FINANCIAL IMPACT: **Funding Source: Capital Outlay Projects Budget, 5529999-WM4348-658650. The original budgeted amount is $183,000. This is a Mentor Protege Program Project. Atlantic South Consulting is the Protege and will receive $36,000 (20%) of the contract value for surveying, development of construction plans water main design and project scheduling services.**

ORIGINAL BUDGET: **$183,000.00**

BUSINESS PROGRAM: **Mentor Protege Program**

CLEAN WATER 2020?: **No**

STRATEGIC GOALS: **Invest in Infrastructure**

The Agreement is for a Pressure Reducing Valve at Pineview Road and the CSX Main Railroad Line and approximately 6,400 LF of 16 inch water main improvements along Longwood Road (SC-960) between the Shop Road Extension (SC-768) and bluff Road (SC-48) in Richland County.

Staff has negotiated a fee totaling One Hundred and Eighty Three Thousand Dollars and No/100 ($183,000.00) for the specified needs above with Alliance Consulting Engineers, a MBE firm Headquartered in Columbia, SC. Alliance is an approved Mentor in the Mentor Protégé Program with

Atlantic South Consulting, a MBE firm Headquartered in Charleston with a local office in Columbia, SC as their Protégé. Funding for this Agreement was budgeted from the Capital Outlay Projects Budget (5529999-WM4348-658650).

Original Contract Amount: $183,000.00
Sub consulting services:
$36,600.00 (20.0% of the total contract value) awarded to Atlantic South Consulting Services will provide surveying, development of construction plans water main design and project scheduling services.

Services to be performed will impact all City Council Districts. The Legal Department has reviewed the Agreement and the Director of Utilities and Engineering and ACM for Operations recommends its approval.

ATTACHMENTS:

- Alliance.Consulting.Engineers.2016.WM4348.Pineview.and.Longwood.Roads.Agreement.Rev.1.Council.Pkg. (PDF)
- Alliance.Consulting.Engineers.2016.WM4348.Pineview.and.Longwood.Roads.Map.2 (PDF)

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT is made this _____ day of _____, 20__, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and Alliance Consulting Engineers, Inc., (hereinafter referred to as the "Engineer"), for a Pressure Reducing Valve at Pineview Road and 6,400 LF of 16-inch Water Main Improvements along Longwood Road in Richland County, SC. Funding has been identified as 5529999-WM4348-658650.

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

I. Scope of Services

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

II. Supplemental or Additional Services

Supplemental or Additional Services may be required of the Engineer by the City or recommended by the Engineer and approved by the City in writing.

The Engineer must obtain written approval from the City for any Supplemental or Additional Services prior to the work being performed. If the Engineer fails to obtain prior written approval to perform the work, the City is under no obligation to compensate the Engineer for services performed.

III. Term of Agreement

This Agreement shall expire, unless terminated earlier as provided for herein, on September 30, 2017, or at such time the total compensation provided for herein is reached, whichever is earlier.

The term of the project will be for a base period of one (1) year from award and contract execution, with the option to renew or continue with work for one (1) additional one-year periods at the mutual pleasure of both parties.

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

IV. Schedule for Completion of Services

Time is of the essence. The Engineer shall complete any and all services performed under this Agreement within the timeframes as outlined in Exhibit A, attached hereto.

If a delay is foreseen Engineer shall give thirty (30) days prior written notice to the Utilities & Engineering Department. The City has the right to extend delivery date if reasons appear, in the sole discretion of the City, to be valid. Engineer must keep the City advised at all times of status of order. Default in promised completion times without accepted reasons or failure to meet specifications, authorizes the Director of Procurement to purchase supplies, equipment or services elsewhere and charge full increase in cost and handling to defaulting Engineer.

V. Compensation

A. The total compensation to be paid by the City to the Engineer under this Agreement shall not exceed One Hundred and Eighty Three Thousand Dollars and No/100 ($183,000.00).

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

VI. Indemnification, Hold Harmless and Insurance

A. The Engineer shall provide to the City evidence of Professional Liability Insurance in an amount not less than One Million and no/100 ($1,000,000.00) Dollars per occurrence and Two Million and No/100 ($2,000,000.00) Dollars Aggregate and General Liability Insurance in accordance with the current Columbia Code of Ordinances, which can be located at www.columbiasc.net.

B. The Engineer shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Engineer and any subcontractor of the Engineer commencing any services under this Agreement and this insurance shall remain in effect throughout the term of this Agreement and any renewals. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an Additional Insured.

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

VII. Subcontracting Outreach Program (http://www.columbiasc.net/business-outreach/)

The attention of the Engineer is directed to the Subcontracting Outreach Program. The Engineer is required to comply with the terms and conditions of this policy stated in this section if specified in Exhibit B attached hereto. The Engineer shall, in performance of the Agreement, only use those sub-consultants upon which the Engineer's proposal was based. Sub-consultants substitutions shall only be made upon the Owner's approval. The Engineer shall enter into contracts with those sub-consultants, in the same dollar amount upon which the Engineer's proposal was based, prior to award of the Agreement. Such Agreements shall be contingent upon award of the Agreement by the Owner and the Owner's Notice to Proceed to the Engineer.

Each pay request shall identify the name of each sub-consultant and dollar amount that will be paid to each sub-consultant for work performed and materials/products furnished under the Agreement.

VIII. Mentor-Protégé Program (http://www.columbiasc.net/business-outreach/)

The City of Columbia shall encourage, where economically feasible, establishment of mentor-protégé relationships to ensure contracting opportunities for all businesses, including minority / women / small business enterprises. The Mentor-Protégé Program (MPP) helps develop private sector business relationships and enhances the contracting capabilities of minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and small business enterprises (SBE). In order to provide opportunities for growth and to encourage hands-on business relationships, certain capital improvement projects may be designated by the City of Columbia as Mentor-Protégé Program projects. The City of Columbia has determined that participation in the City's Mentor-Protégé Program *is* required for this project specified on Exhibit C, attached hereto. The Engineer must comply with Mentor-Protégé Program Guidelines. The Engineer agrees that the Mentor Protégé Program does not create any contractual rights and/or duties between the City and the Protégé and that the City is not a party to the Implementation Plan. The Engineer agrees that it has or will enter into a separate contractual Agreement with the Protégé to which the City is not a party.

IX. Licenses, Permits and Taxes

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

B. The Engineer shall be responsible for identifying and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City in order for the Engineer to perform the services required under this Agreement. Such approvals and/or permits may include, but not necessarily be limited to, SCDHEC Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water Resources Permits, Corps of Engineers Permits, City/County/SCDOT Encroachment Permits, Encroachment Permits for other utility rights-of-way and Railroad Right-of-Way Encroachment Permits/Agreements. The City shall obtain the approvals and/or permits identified by the Engineer and pay any costs relating to same.

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

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

X. Duties upon Termination

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

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

C. Force Majeure;

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

E. Upon expiration of the term of this Agreement; and

F. By mutual agreement.

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

XII. Ownership of Project Documents

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

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: Director of Utilities and Engineering, c/o City of Columbia, Post Office Box 147, Columbia, South Carolina 29217.

B. Written notice to the Engineer shall be made by placing such notice in the United States Mail, postage prepaid and addressed to: Alliance Consulting Engineers, Inc., 1201 Main Street, Suite 2020, Columbia, SC 29201.

XIV. Miscellaneous

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

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

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

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

E. This Agreement shall be construed in accordance with the laws of the State of South Carolina. The Engineer agrees to subject itself to the jurisdiction and venue of the Circuit Courts of Richland County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Engineer agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Engineer.

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

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

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

I. This Agreement is subject to City Council approval.

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

(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. The Engineer will take affirmative action in complying with all federal, state and local requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.

L. 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.

M. The contract shall be binding upon the respondent and upon its successors and assignees. The Contract shall be binding upon the City in accordance with its terms and provisions.

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

CITY OF COLUMBIA, SOUTH CAROLINA

_____
Witness

By: _____
Teresa Wilson, City Manager

Alliance Consulting Engineers, Inc.

Megan Pressly
Witness

By: _____
Title: President

RECOMMENDED BY: _____
Joseph D. Jaco, P.E., Director of Utilities and Engineering

RECOMMENDED BY: _____
Melissa A. Gentry, P.E., Assistant City Manager for Operations

Alliance.Consulting.Engineers.2016.WM4348.Pineview.and.Longwood.Roads.Agreement.Rev.1.kr

APPROVED AS TO FORM
Jeanne Lisowski
Legal Department City of Columbia, SC

Exhibit A

ALLIANCE
CONSULTING ENGINEERS

August 7, 2015

Mr. Jason Shaw, P.E.
Water Engineer
City of Columbia, Utilities and Engineering
1136 Washington Street
Columbia, South Carolina 29201

RE: Proposal to Provide Engineering Services for a Pressure Reducing Valve at Pineview Road and 6,400 LF of 16-inch Water Main Improvements along Longwood Road in Richland County, South Carolina
City CIP #: WM4348
Proposal No.: P15121-A

Dear Mr. Shaw:

Thank you for giving Alliance Consulting Engineers, Inc. the opportunity to present this proposal to provide professional engineering services associated with the improvements to the proposed of approximately 1,500 linear feet (LF) of relocated 16-inch ductile iron pipe (DIP) water lines (known as Project A), a Pressure Reducing Valve at Pineview Road and the CSX Main Railroad Line, and approximately 6,400 LF of 16-inch water main extension along Longwood Road (SC-960) between the Shop Road Extension (SC-768) and Bluff Road (SC-48) in Richland County (also refered to as Project B) in accordance with the attached exhibit.

As you may be aware, Alliance Consulting Engineers, Inc. is currently providing services for Richland County on a 16-inch ductile-iron water line extension from Pineview Road to Longwood Road. It is Alliance Consulting Engineers, Inc.'s understanding that the City of Columbia desires to continue to maintain residual pressures of 25 pounds per square inch (psi) at Westinghouse Facility (5801 Bluff Road) when the demand of the Pineview Industrial Project future expansions take place. According to water modeling data provided to the City of Columbia by others, this future process water demand at the Pineview Industrial Site on the City of Columbia's water system requires the looping of the 16-inch ductile-iron water line to Bluff Road in order to maintain an acceptable level of pressure to the Westinghouse Facility. It is also our understanding that the City of Columbia operates two (2) different pressure districts along Pineview Road at the CSX Railroad. This is currently separated by a valve in the closed position, however, it is the desire of the City of Columbia to install a Pressure Reducing Valve at this location to provide another redundant water source for the

Alliance Consulting Engineers, Inc.
Post Office Box 8147 Columbia, SC 29202-8147 Phone 803 779-2078 Fax 803 779-2079 www.allianceCE.com

Bluffton, SC | Charleston, SC | Charlotte, NC | Columbia, SC | Greenville, SC

Pineview Industrial Corridor. The attached map indicates the proposed improvement locations and project assumptions.

Our project team will consist of Alliance Consulting Engineers, Inc. (mentor) as the lead Civil Engineering Consultant for the project and Alliance Consulting Engineers, Inc. will utilize Atlantic South Consulting Services (Protégé) for conventional surveying services and engineering design services.

This proposal has been prepared by Alliance Consulting Engineers, Inc. based on the information described above, along with conversations and meetings with representatives of the City of Columbia regarding the proposed improvements.

The proposed improvements include:

Project A

- Design of approximately 1,500 LF of 16-inch ductile iron water main relocation along Pineview Road in the proximity of Shop Road

Project B

- Design of approximately 6,400 LF of 16-inch ductile iron water main along Longwood from Shop Road to Bluff Road
- Design of a Pressure Reducing Valve and Structure at the southeast corner of Pineview Road and the CSX Railroad Mainline (Project B)

The proposed engineering services for the project include the following:

1. Coordination and completion of a Topographic Boundary Survey on Pineview Road and Shop Road (Project A), the eastern side of Longwood Road between Bluff Road and Shop Road, and a Topographic and Utility Location Survey within the eastern half of Right-of-Ways in the project area (Project B);
2. Preparation of Engineering Calculations and Construction Plans for the proposed Water Main Improvements (separate Project A and Project B);
3. Preparation of Permitting Applications for submittal to regulatory agencies that have jurisdiction over the project area(combined Project A and Project B);
4. Preparation of Specifications and providing Bidding and Award Administration during the City of Columbia's Bidding and Award process (combined Project A and B);
5. Construction administration and periodic site observations throughout construction of the project; and (combined Project A and Project B)
6. Coordination and completion of Record Drawings associated with the Water Main Improvements and the Permit to Operate (separate Project A and Project B).

The following services have been excluded upon request of the Client and will be provided to Alliance Consulting Engineers, Inc. if needed by Richland County or the City of Columbia:

- Easement Document Services (not anticipated)
- Wetlands Jurisdiction Determination and Impact Permitting
- Geotechnical Exploration of Shop Road
- Construction Materials Testing (Recommended)

Each of the aforementioned tasks is outlined in the following Scope of Services.

I. Scope of Services

1. Right-of-Way/Topographic/Utility Location Surveys

For Project A, Alliance Consulting Engineers, Inc. will coordinate a Topographic Survey to be completed within 100-feet width of the proposed project alignment of approximately 1,500 LF. This Survey will include an area extending from fifty (50) feet off of each side of the existing water lines including the horizontal location of existing utilities, property corners, above ground features, edge of adjacent roadway along the approximately 1,500-foot proposed water line alignments. The topographic survey will include a contour elevation interval of one (1) foot. The survey will be performed in accordance with the Minimum Standards Manual for the Practice of Land Surveying as defined in the South Carolina Code of Regulations, Chapter 49, Article 4 and as adopted under the code of laws of the State of South Carolina in title 40, Chapter 22. Accuracy requirements for the survey will be of class "A" specifications (1:10000) for urban areas. Horizontal control for the project will be reference to the National Spatial Reference System (NSRS) North America Datum of 1983 (NAD83) by use of the Department of Defense NAVSTAR Global Positioning System. Vertical control will be reference to the North American Vertical Datum of 1988 (NAVD88).

For Project B, Alliance Consulting Engineers, Inc. will coordinate the completion of a Right of Way/Topographic/Utility Location Survey of the entire length of Longwood Road within the project limits (the eastern half of the existing right of way only), the proposed tap locations along Pineview Road at its intersections with CSX Railroad within the project limits). (Reference the Attached Map for a visual representation of the areas intended to be surveyed within the project limits). The scope of services associated with the Topographic Survey will consist of requesting field locates. The field locate existing surface features within the right-of-way as well as surveying the utilities identified during the utility locate. Alliance Consulting Engineers, Inc. will also coordinate the completion of a Right-of-Way / Topographic / Surface Utility Location Survey along with a Record Drawing review for the entire length of the roadways within

the project limits, which will consist of locating the existing utilities and associated right-of-ways within the proposed area of construction and collecting the topographic (1-foot contour interval – SC State Plane datum NAD-83/NAVD-88) information for the site. Once this data has been located in the field, the data will be incorporated as part of the Existing Conditions Plan, which will be utilized during design, and a Preliminary Layout will be developed. Alliance Consulting Engineers, Inc. representatives will attend one (1) City of Columbia Preliminary Planning Meeting once the Survey is completed and prior to beginning the design.

2. **Engineering Calculations and Construction Plans**
Once the survey data is available, Alliance Consulting Engineers, Inc. will provide engineering services for the design of the proposed Water Main Improvements as necessary to interconnect the existing Water Mains as previously discussed for Project A and Project B. A Preliminary Design (30% Completion), Intermediate Design (60% Completion), Substantial Design (90% Completion), and a Final Design (100% Completion) set of preliminary plans will be submitted to your office during the design phase for review and approval. Five (5) review meetings will be scheduled at your discretion when necessary.

After the City of Columbia approves the Final Design (100% Completion) set of preliminary plans, Alliance Consulting Engineers, Inc. will prepare a signed and sealed set of completed construction plans including Cover Sheet, Existing Conditions Plan, Water Main Plans and Profiles, Erosion Control Plan, Water Main Details, and Erosion Control Details in accordance with the regulatory requirements established by the City of Columbia and South Carolina Department of Health and Environmental Control (SCDHEC).

3. **Permitting**
Upon notification from your office, the construction plans and calculations will be submitted to the City of Columbia and SCDHEC for review and approval for Project A and Project B. Any required review and/or impact fees associated with the permitting of the project will be the responsibility of the City of Columbia, but will be coordinated by Alliance Consulting Engineers, Inc. Representatives from Alliance Consulting Engineers, Inc. will attend one (1) pre-submittal meeting associated with the permit approval process. Permitting requirements may include City of Columbia/Richland County/SCDHEC Stormwater Permitting, City of Columbia/SCDOT Encroachment Permitting, City of Columbia/SCDHEC Water Construction Permitting, and SCDHEC Land Disturbance Permitting. It is not anticipated that any utility relocation, CSX railway encroachment, or wetland permitting is required under this scope of services.

No allowances have been made for engineering services beyond the boundaries of the site as described above. Should any of these services be required, Alliance Consulting Engineers, Inc. can provide a fee estimate for these items.

4. **Bidding and Award Administration**
Once the Permitting has been completed for the water main improvements and at the request of the City of Columbia to proceed, Alliance Consulting Engineers, Inc. will prepare and provide project Specifications which will include the standard City of Columbia specifications as supplemental data, receive and respond to all contractor questions regarding the design and proposed construction of the improvements via addendums, attend one (1) pre-bid meeting/bid opening, evaluate the bids received, and make recommendation to the City of Columbia for award of the project. It is anticipated that there will only be one (1) bid process at the request of the City of Columbia, combined for Project A and Project B.

5. **Construction Administration and Observation (Weekly)**
Once construction commences on the project site, Alliance Consulting Engineers, Inc. will conduct periodic site evaluations to ensure that the construction is proceeding in accordance with the approved Construction Plans and Specifications. Per the City of Columbia's direction, Alliance Consulting Engineers, Inc. will provide office and field coordination for an average of eight (8) hours a week for a period of six (6) months for Project A & B to observe the construction of the Water Main Improvements and attend monthly meetings as necessary.

   These services may include the review and recommendation of contractor's pay requests, clarification and answering of questions regarding plans and specifications, site visits, coordination with the regulatory agencies that have oversight of the project, and review and approval of shop drawings and submittals. The fees listed below in Section II are based on project personnel's previous experience on similar projects. Alliance Consulting Engineers, Inc. believes that this project, dependent on weather, may exceed six (6) months. Alliance Consulting Engineers, Inc. is able to provide additional Construction Administration/Observation services as needed at the request of the City of Columbia. These additional services would also be based on the prevailing hourly rate schedule.

6. **Record Drawings / Permit To Operate**
Alliance Consulting Engineers, Inc. will complete the preparation of the Record Drawing submittal package to the City of Columbia within two (2) weeks of receipt of the Record Drawings from the Contractor, and all passing pressure and bacteriological samples are completed by the contractor and provided to Alliance Consulting Engineers, Inc. The Record Drawing submission package will consist of general information regarding rights-of-way, benchmarks, etc., along with more specific information describing the newly constructed Water System Improvements for Project A and Project B. Final Record Drawings will comply with City standards and hard copies and digitally formatted copies will be

provided to the City of Columbia upon final approval. It is anticipated that the City of Columbia Record Drawings review process will take approximately two (2) weeks. Once approved, Alliance Consulting Engineers, Inc. will submit to SCDHEC for the Permit to Operate of the Water Main Improvements. It is anticipated that the SCDHEC Permit To Operate review process will take approximately three (3) weeks.

II. Compensation

The following section outlines the compensation for the aforementioned tasks based on the enclosed Preliminary Cost Estimate and Alliance Consulting Engineers, Inc.'s understanding of the project: (Items 1-4, and 6 will be billed on a ~~lump sum basis~~ KR. Item 5 will be billed on an hourly rate basis.)

Project A: Pineview Roadway Water main Relocation Project
(Not a Mentor-Protégé Project)

1. Right-of-Way/Topographic/Utility Location Surveys	$	5,500	(~~Lump Sum~~) KR
2. Engineering Calculations and Construction Plans	$	19,500	(~~Lump Sum~~) KR
3. Permitting	$		(Project B)
4. Bidding and Award Administration	$		(Project B)
5. Construction Administration and Observation	$		(Project B)
6. Record Drawings / Permit To Operate	$	5,500	(~~Lump Sum~~) KR
Estimated Engineering Budget Project A:	$	30,500	

Project B PRV & Longwood 16-Inch Water Line:
(Mentor-Protégé Project)

1. Right-of-Way/Topographic/Utility Location Surveys	$	17,000	(~~Lump Sum~~) KR
2. Engineering Calculations and Construction Plans	$	80,000	(~~Lump Sum~~) KR
3. Permitting	$	11,000	(~~Lump Sum~~) KR
4. Bidding and Award Administration	$	5,000	(~~Lump Sum~~) KR
5. Construction Administration and Observation	$	31,500	(Hourly Rate)
6. Record Drawings / Permit To Operate	$	8,000	(~~Lump Sum~~) KR
Estimated Engineering Budget Project B:	$	152,500	

III. Project Schedule/Final Deliverables

Alliance Consulting Engineers, Inc. anticipates a planning and engineering duration of six (6) months from date of Notice to Proceed. This proposal is valid under the assumption that Alliance Consulting Engineers, Inc. and its protégé will be selected to provide all design services associated with the project under one project.

The overall project schedule is as follows:

- Surveying Services – 45 days
- Preliminary Design Services (30% Completion) -- 45 days
- Intermediate Design Phase (60% Completion) – 45 days
- Substantial Design Phase (90% Completion) – 15 days
- Final Design Phase (100% Completion) – 15 days
- Permits – 45 days
- Bidding Services -- 30 days
- Construction Services -- 180 days

Alliance Consulting Engineers, Inc. will provide the City of Columbia with final deliverables which includes:

- One (1) hard copy and CD with PDF scans of final signed construction plans.
- One (1) hard copy set of final signed construction plans.
- One (1) set of signed specifications.
- One (1) hard copy and electronic copy of cost estimate based on final bid quantities.

Alliance Consulting Engineers, Inc. appreciates the opportunity to provide this proposal for engineering services to the City of Columbia and look forward to providing our services on this project. Should you have any questions or comments, please do not hesitate to contact us at (803) 779-2078.

Very truly yours,

ALLIANCE CONSULTING ENGINEERS, INC.

Ryan D. Slattery, P.E., LEED AP
Senior Project Manager

Enclosure
cc: Mr. Deepal S. Eliatamby, P.E., Alliance Consulting Engineers, Inc.

Exhibit B

SUBCONSULTANT FIRM INFORMATION RECORDS

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

Firm Name and Address	Contact Name and Telephone Number	Group (MBE, WBE SBE)	Services to be Provided	Dollar Value of Services
Atlantic South Consulting 3030 Ashley Town Center Drive Suite 101A Charleston, South Carolina 29414	Adrian Williams, President/Owner (843) 266-3998	MBE	Surveying, Development of Construction Plans, Water Main Design and Calculations, and Project Scheduling	$36,600

Exhibit C

CITY OF COLUMBIA

We Are 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: April 13, 2016

Project Number: WM4348

Mentor: Alliance Consulting Engineers, Inc.

Project Name: Pressure Reducing Value at Pineview Road

Protégé: Atlantic South Consulting

Duration of the Project: +/- 18 months

Project Contract Amount: $183,000

Protégé Amount: $36,600

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.*

Mentor and Protégé will engage in a standard engineering agreement and Protégé will work directly under the Mentor to gain additional experience with waterline design and water modelling calculations and reporting using AutoCAD and WaterCAD software while managing the project schedule effectively.

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.*

The specific and quantitative goals will be implemented through routine (sometimes daily) meetings between the Protégé and Mentor such that Mentor can facilitate progress and oversight for the success of the Protégé.

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.*

By performing the services associated with water main design, water modelling and calculations, and project scheduling, the Protégé will be able to continually pursue these types of projects with the City of Columbia and other municipalities.

CITY OF COLUMBIA

We Are Columbia

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:

One Principal of the firm
One Senior Project Manager
One Project Engineer
One Engineering Associate

Computers/Software

Insurance meeting City of Columbia requirements

Protégé:

One Principal of the firm
One Project Engineer

Computers/Software

Insurance meeting City of Columbia requirements

Subcontractors:

None

Special Arrangements:

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

a. Description of Mentor's responsibilities:
Oversight and coordination of surveying services, engineering design, calculations and permitting, bidding and award administration and observation, and record drawing/permit to operate.

b. Description of Protégé's responsibilities on project:

Completion of Surveying Services, assist with the development of construction plans, water main design and calculations, and project scheduling.

c. Description of responsibilities that will be completed as a team:
All items outlined above.

CITY OF COLUMBIA

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

Surveying – 30 days (Protégé will assist with this phase)
Design - 90 days (Protégé will assist with this phase)
Easement Acquisition and Permitting – 90 days
Bidding and Award – 90 days
Construction – 270 days

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

Through constant communication, the Mentor will engage the Protégé on the task of surveying services and engineering design to maintain focus on the goals outlined and the requirements of the program.

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

The Mentor/Protégé team is committed to actively working together to maintain the project goals and milestones within the schedule outlined above in item #6.

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

The Mentor/Protégé team will routinely meet (sometimes daily) to complete the engineering design. Progress reports will be provided at 30%, 60%, 90% and 100% design completion.

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

Invoices will be submitted to the City of Columbia on a monthly basis to include percent complete for Mentor/Protégé team. Protégé will be paid once Mentor receives payment.

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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
Atlantic South Consulting	(843) 266-3998	3030 Ashley Town Center Dr. Charleston, SC 29414	Alliance Consulting Engineers, Inc.	$36,600	MBE	20%

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: $36,600

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

CITY OF COLUMBIA

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MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

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

EXECUTED by Alliance Consulting Engineers, Inc. (Mentor Firm) this 13 day of April 2016

Corporate SEAL

By: _____

Title: Vice President

ATTEST:

By: _____

Title: Senior Project Manager

SOUTH CAROLINA ALLIANCE CONSULTING ENGINEERS, INC. No. C02854 CERTIFICATE OF AUTHORIZATION

EXECUTED by Atlantic South Consulting Services, LLC (Protégé Firm) this 13th day of APRIL, 2016. Corporate SEAL

By: _____

Title: PRESIDENT

ATTEST:

By: _____

Title: Operating Officer

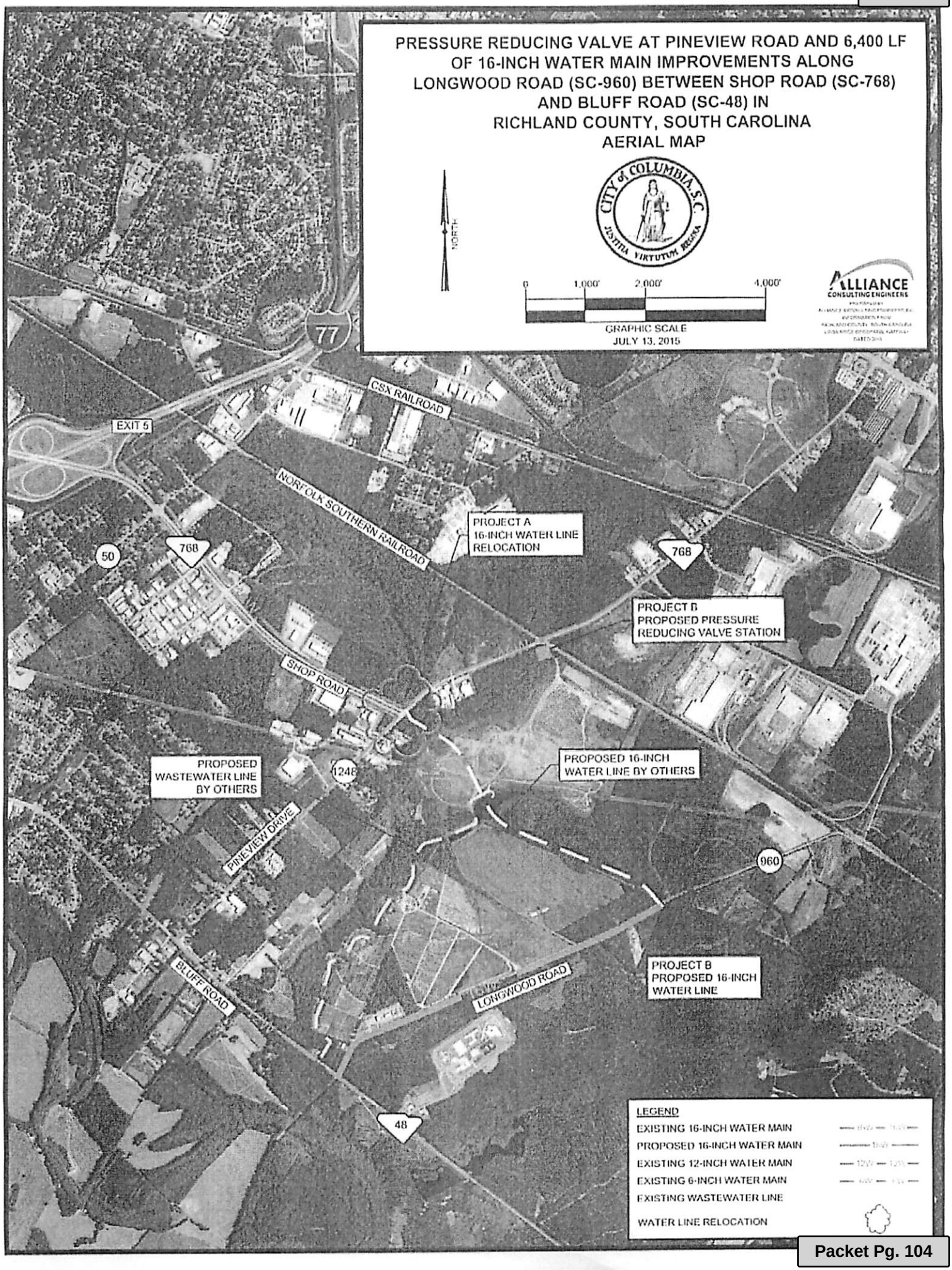
SOUTH CAROLINA ATLANTIC SOUTH CONSULTING SERVICES No. 3336 CERTIFICATE OF AUTHORIZATION

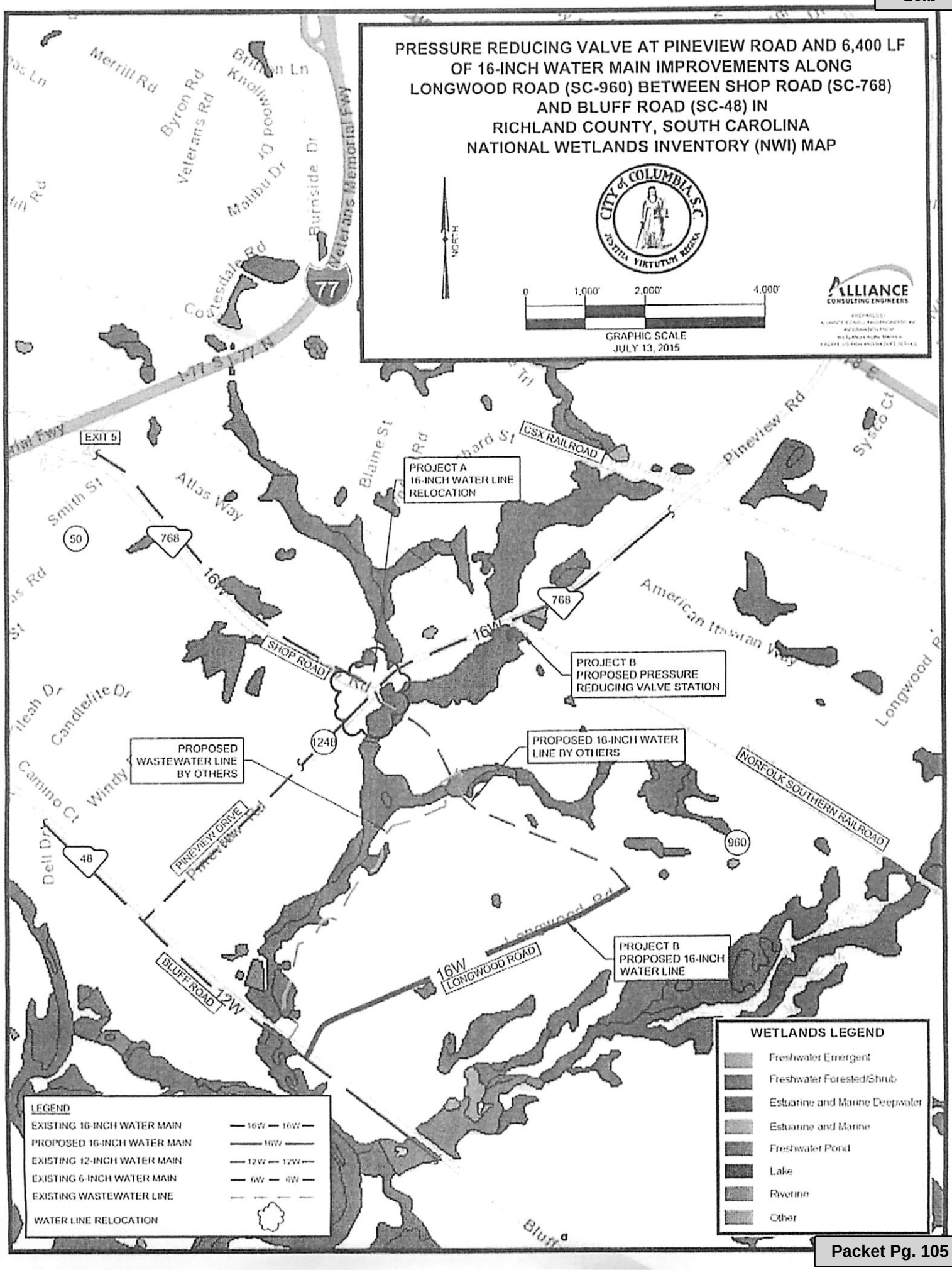
RECOMMENDED FOR APPROVAL:

EXECUTED by the Department of Utilities & Engineering, Compliance Division on this 14th day of April, 2016

By: Ayesha Driggers

Title: Compliance Administrator


PRESSURE REDUCING VALVE AT PINEVIEW ROAD AND 6,400 LF OF 16-INCH WATER MAIN IMPROVEMENTS ALONG LONGWOOD ROAD (SC-960) BETWEEN SHOP ROAD (SC-768) AND BLUFF ROAD (SC-48) IN RICHLAND COUNTY, SOUTH CAROLINA
AERIAL MAP
NORTH
CITY of COLUMBIA, S.C.
JUSTITIA VIRTUTUM REGINA
0
1,000'
2,000'
4,000'
GRAPHIC SCALE
JULY 13, 2015
ALLIANCE
CONSULTING ENGINEERS
77
CSX RAILROAD
EXIT 5
NORFOLK SOUTHERN RAILROAD
PROJECT A
16-INCH WATER LINE
RELOCATION
50
768
768
PROJECT B
PROPOSED PRESSURE
REDUCING VALVE STATION
SHOP ROAD
PROPOSED
WASTEWATER LINE
BY OTHERS
1248
PROPOSED 16-INCH
WATER LINE BY OTHERS
PINEVIEW DRIVE
960
BLUFF ROAD
LONGWOOD ROAD
PROJECT B
PROPOSED 16-INCH
WATER LINE
48
LEGEND
EXISTING 16-INCH WATER MAIN
PROPOSED 16-INCH WATER MAIN
EXISTING 12-INCH WATER MAIN
EXISTING 6-INCH WATER MAIN
EXISTING WASTEWATER LINE
WATER LINE RELOCATION


PRESSURE REDUCING VALVE AT PINEVIEW ROAD AND 6,400 LF OF 16-INCH WATER MAIN IMPROVEMENTS ALONG LONGWOOD ROAD (SC-960) BETWEEN SHOP ROAD (SC-768) AND BLUFF ROAD (SC-48) IN RICHLAND COUNTY, SOUTH CAROLINA
NATIONAL WETLANDS INVENTORY (NWI) MAP
CITY of COLUMBIA, S.C.
ALLIANCE CONSULTING ENGINEERS
NORTH
0 1,000' 2,000' 4,000'
GRAPHIC SCALE
JULY 13, 2015
EXIT 5
CSX RAILROAD
PROJECT A
16-INCH WATER LINE
RELOCATION
PROJECT B
PROPOSED PRESSURE
REDUCING VALVE STATION
PROPOSED 16-INCH WATER
LINE BY OTHERS
PROPOSED
WASTEWATER LINE
BY OTHERS
NORFOLK SOUTHERN RAILROAD
PINEVIEW DRIVE
SHOP ROAD
BLUFF ROAD
LONGWOOD ROAD
PROJECT B
PROPOSED 16-INCH
WATER LINE
16W
12W
768
48
50
124
960
77
Merrill Rd
Byron Rd
Veterans Rd
Knollwood
Malibu Dr
Burnside Dr
Veterans Memorial Fwy
Coyesdale Rd
Smith St
Atlas Way
Blaine St
Pineview Rd
American Itinerant Way
Longwood Rd
Candlelite Dr
Windy
Camino Ct
Dell Dr
LEGEND
EXISTING 16-INCH WATER MAIN
PROPOSED 16-INCH WATER MAIN
EXISTING 12-INCH WATER MAIN
EXISTING 6-INCH WATER MAIN
EXISTING WASTEWATER LINE
WATER LINE RELOCATION
WETLANDS LEGEND
Freshwater Emergent
Freshwater Forested/Shrub
Estuarine and Marine Deepwater
Estuarine and Marine
Freshwater Pond
Lake
Riverine
Other

We Are Columbia

MEETING DATE: **September 6, 2016**

DEPARTMENT: **Procurement and Contracts**

FROM: ***Sandra Wright, Purchasing Agent***

SUBJECT: **Council is asked to approve the Purchase of Radios and Accessories, as requested by the Fire Department. Award to Motorola C&E in the amount of $250,442.39. This vendor is located in Blythewood, SC.**

FINANCIAL IMPACT: **Funding Source: Fire Administration/Radio Equipment (1012301-627800; $79,377.84); Fire Prevention/ Radio Equipment (1012302-627800; $71,749.48); Fire Suppression/ Radio Equipment (1012303-627800; $99,315.07) - The original budgeted amount is $257,000.**

ORIGINAL BUDGET: **$257,000.00**

STRATEGIC GOALS: **Increase Public Safety Services**

The Fire Department requests City Council's approval for the purchase of Motorola Radios and Accessories.

We respectfully request approval for this purchase using the SC State Contract #4400013531 vendor, Motorola C&E, at the following cost plus sales tax.

Radios and Accessories	$231,891.10
Sales Tax	18,851.29
Total	$250,442.39

Motorola C&E is located in Blythewood, SC 29016

This will be charged as follows:
Fire Department: Fire Administration/ Radio Equipment
1012301-627800 $79,377.84
Fire Department: Fire Prevention/ Radio Equipment
1012302-627800 $71,749.48

Fire Department: Fire Suppression/ Radio Equipment
1012303-627800 $99,315.07

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:

- Motorola Quote (PDF)
- SC State Contract - Motorola C&E (PDF)

Proposal

MOTOROLA

TO:

ATTN:

Motorola Solutions
Wayne Lynch
447 Wilson Hall Road
Sumter, South Carolina 29150
803-469-4506

Quantity	Model Number	Description or Specification	UNIT Price	Extended Price
4	M25URS9PW1 N	APX6500-35 watts mobile	$1,758.00	$7,032.00
4	Q806	Digital Operation	$386.25	$1,545.00
4	G51	Smartzone Operation	$900.00	$3,600.00
4	Q361	P25 Software	$225.00	$900.00
4	GA00805	APX O7 Control head	$474.00	$1,896.00
4	G444	Control Head software		
4	G66	Dash Mount	$93.75	$375.00
4	G89	No antenna		
4	W382	Control station mic (RMN5070)	$126.75	$507.00
4	QA01749	ASK software key		
4	W969	Multi key encryption	$247.50	$990.00
4	G851	AES/DES/DES-XL/DES-OFB ENCRYPTION	$599.25	$2,397.00
4	G24	3 Year Repair from the Start	$121.00	$484.00
4	SC PROMO	SC PROMO	($500.00)	($2,000.00)
4	M25URS9PW1 N	APX6500-35 watts mobile	$1,758.00	$7,032.00
4	Q806	Digital Operation	$386.25	$1,545.00
4	G51	Smartzone Operation	$900.00	$3,600.00
4	Q361	P25 Software	$225.00	$900.00
4	GA00804	APX O2 Control head	$399.00	$1,596.00
4	G201	Impact green color housing	$18.75	$75.00
4	G444	Control Head software		
4	G66	Dash Mount	$93.75	$375.00
4	G869	No antenna		
4	W20	Keypad microphone (HMN4079F)	$135.00	$540.00
4	QA01749	ASK software key		
4	G24	3 Year Repair from the Start	$121.00	$484.00
4	SC PROMO	SC PROMO	($500.00)	($2,000.00)
30	H98UCH9PW7 N	APX6000 700/800 Model 3 Portable incl:Bluetooth, IV&D, GPS	$2,365.50	$70,965.00
30	Q806	Digital Operation	$386.25	$11,587.50
30	H38	Smartzone Operation	$900.00	$27,000.00
30	QA05574	Delete stand. Battery,NNTN8930 UL IS	$82.50	$2,475.00
30	Q361	P25 Software	$225.00	$6,750.00
30	QA01749	ASK sofware key		
30	QA01833	EXTREME 1-Sided noise reduction	$18.75	$562.50
30	Q15	AES,DES,DES-XL,DES-OFB encryption	$599.25	$17,977.50

Proposal

MOTOROLA

TO:

ATTN:

Motorola Solutions
Wayne Lynch
447 Wilson Hall Road
Sumter, South Carolina 29150
803-469-4506

Quantity	Model Number	Description or Specification	UNIT Price	Extended Price
30	H869	Add Multi Key	$247.50	$7,425.00
30	H885BK	3 Year Repair from the Start	$84.00	$2,520.00
30	SC PROMO	SC PROMO	($500.00)	($15,000.00)
12	H98UCF9PW6 N	APX 6000 700/800 Model 2 portable incl: Bluetooth, IV&D and GPS	$2,053.50	$24,642.00
12	QA02006	APX 6000 XE Rugged	$600.00	$7,200.00
12	QA01427	High Impact Green	$18.75	$225.00
12	G806	Astro Digital Operation	$386.25	$4,635.00
12	H38	Smartzone Operation	$900.00	$10,800.00
12	Q361	P25 Software	$225.00	$2,700.00
12	H885	3 Year service from the start	$84.00	$1,008.00
12	SC PROMO	SC PROMO	($500.00)	($6,000.00)
42	NNTN8930	LITHIUM ION2350 mAh, battery,UL IS	$119.35	$5,012.70
30	RLN6554A	Wireless RSM with Battery, Clip, DU Charger	$231.00	$6,930.00
30	PMNN4461A	Wireless RSM Battery	$50.05	$1,501.50
30	RLN4941A	Receive-Only Earpiece with Comfort Eartube	$53.13	$1,593.90
30	PMLN6716A	Vehicle Charger	$55.44	$1,663.20
12	NNTN8575A	IMPRES XE RSM XT CABLE GREEN NNTN8203A is cancelled, above is High Temp. cable	$369.60	$4,435.20
15	PMLN6129	Impress Two-wire Surveillance Kit, Black	$93.94	$1,409.10

Terms:	net 30 days
Shipment FOB	Origin
Delivery	4 weeks
Date	24-Aug-16
State Contract #	4400013531
B&Q #	19009

Equipment	$231,891.10
Taxes @ 8%	$18,551.29
Installation	
Other	
TOTAL	**$250,442.39**

Copy of FireAPX60006500corrected8-22-16.xls

SFAA State Fiscal Accountability Authority

PROCUREMENT SERVICES

Contract 4400013531

Back to Initial Screen

Validity Start 07/01/2016 **Validity End** 06/30/2021

Target Value $ 10,000,000.00 **FEIN** 36-1115800

Bid Invitation

Contract Notes

Vendor 7000007297

Vendor Address MOTOROLA COMMUNICATIONS & ELEC
217 CARTGATE CIRCLE
BLYTHEWOOD SC 29016

District **E-mail**

Telephone **Fax Number**

Minority Status Not Applicable

Contract Items

One Item found.

Item Pricing

00010 Mobile Radio Communications

Material Group: 72524 - frequency data communication equipment, radio (including identification equipment)

Agency: Statewide

Back to Initial Screen

We Are Columbia

MEETING DATE: **September 6, 2016**

DEPARTMENT: **Procurement and Contracts**

FROM: ***Sandra Wright, Purchasing Agent***

SUBJECT: **Council is asked to ratify an Emergency Flood Contract to repair flood damage to the sanitary sewer manholes in the Crane Creek Sewer Basin, as requested by the Utilities and Engineering Department. Award to McClam & Associates in the amount of $333,472.44. This firm is located in Little Mountain, SC.**

FINANCIAL IMPACT: **Funding Source: FEMA Grants Control/FEMA Emergency Operations/Crane Creek Const/Inspection Service, 2539999- 638400/ SS695403-638400**

ORIGINAL BUDGET: **$333,472.44**

CLEAN WATER 2020?: **No**

The original agreement was executed on August 18, 2016 in the amount of $333,472.44 to repair flood damage to the sanitary sewer manholes in the Crane Creek sewer basin.

We respectfully request City Council's approval to ratify this contract in the amount of $333,472.44.

ATTACHMENTS:

- Emergency Justification #37 (PDF)
- P160114 Emergency Purchase Order (PDF)
- P160114 McClam & Associates Invoice (PDF)

R175770

SC Severe Storms & Flooding 2015 – DR 4241/DR3373
No. 37

RECEIVED
AUG 1 2 2016
BY: CW

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 construction services to perform flood damage repairs to sanitary sewer manholes in the Crane Creek sewer basin immediately upstream of the SS695401 – 48" Sanitary Sewer Interceptor Replacement Along Crane Creek and The Broad River. The need for this emergency work has been justified by pre and post flow monitoring in the Crane Creek sanitary sewer basin (See Attachment – *Columbia, SC 2012-2015 Flow Monitoring Analysis*) and the damaged documented following the historical October rains and flooding event. The total listing of construction services provided are contained in the submitted scope of work (see attached provided by McClam and Associates).

(1)

as a emergency procurement

from McClam and Associates

(2)

The basis for this emergency determination and the reason no other vendor is suitable is:

McClam and Associates has an existing construction contract with the City of Columbia for construction of SS695401 – 48" Sanitary Sewer Interceptor Replacement Along Crane Creek and The Broad River. This project was severely impacted by the historical October rain and flooding to include complete destruction of the 19MGD temporary bypass pump station and forcemain. Due to the large volume of infiltration and inflow caused by the October event, the project was unable to continue without reducing the I&I levels caused by upstream system flood damage. McClam and Associates has an intimate knowledge of the project area, critical factors driving the schedule of the construction project, extensive field knowledge of the Crane Creek basin, and an in depth understanding of the project's history, and potential impacts of not completing the required work. This demonstrates the reason that no other vender was suitable to perform the required construction services to address the immediate need to repair the flood damaged sewer manholes upstream of the construction project in order to bring Crane Creek Temporary

Bypass Pump Station and Force Main back in to working order. The cost of the work for the construction services documented by McClam and Associates is $333,472.44.

(3)

June 14, 2016
Date

Department Head

Assistant City Manager

Purchasing Agent

CFO or Authorized Designee

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. 7/26/2013)

COLUMBIA
A Capital Place to Be
1136 Washington St., 4th Floor
Columbia, South Carolina 29201

PURCHASE ORDER	
P.O. NUMBER	P160114
DATE	08/18/16
VENDOR I.D.	V004745
DELIVERY DATE	
FOB	DESTINATION
REQUISITION NO	R175770

OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LIST AND CORRESPONDENCE.

TO: MCCLAM & ASSOCIATES INC
1642 HOLY TRINITY CHURCH ROAD
LITTLE MOUNTAIN, SC 29075

FAX# (803) 345-5362

DELIVER ITEMS TO:

ENGINEERING
1136 WASHINGTON STREET, 7TH FLOOR
COLUMBIA, SC 29201

SEND INVOICE TO:

ACCOUNTING
PO BOX 147
COLUMBIA, SC 29217

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
	SC Severe Storms & Floods DR-4241/DR-3373 OCTOBER 2015				
	INVOICE PAY APP #1 DATED 5/31/2016				
001	Flood Damage Repairs to Sanitary Sewer Manholes in the Crane Creek Sewer Basin Immediately upstream of the SS6954-48" Sanitary Sewer Interceptor Replacement along Crane Creek and the Broad River	333,472	EA	1.00	333,472.44
	ELIZABETH MARSH, JUNIOR BUYER (v)803.545.3472/ (f) 803.733.8408 ECMARSH@COLUMBIASC.NET				
				SALES TAX	0.00
				TOTAL	333,472.44

THE ARTICLES SPECIFIED ARE SUBJECT TO THE FOLLOWING CONDITIONS:

1. Submit all claims for payments by detailed itemized invoice in duplicate.
2. Goods other than those specified on this order must not be substituted or prices changed without authorization.
3. The right of cancellation in case of long delay in shipment is reserved.
4. If the quantity shipped is short of the purchase order quantity, specify on the packing slip if that quantity is on back order or cancelled.
5. Prepay shipping charges, if any, and add to invoice.
6. Ship "Open Account." No C.O.D.'s will be accepted.

AUTHORIZED SIGNATURE

We Are Columbia

TIME SENSITIVE INFORMATION

August 19, 2016
Attn: JR McClam
McClam & Assocaites INC
1642 Holy Trinity Church Road
Little Mountain, SC 29075

Re: Purchase Order No. P160114– Flood Damage Repairs to Sanitary Sewer Manholes

Dear JR McClam ,

Please review the attached purchase order and accompanying terms and conditions in reference to services requested by the City of Columbia, SC, Department of Engineering.

By signing below, you agree to provide the scope of services as outlined and adhere to all governing terms and conditions to include, but not limited to, all applicable federal, state and local laws, rules and regulations. You are also acknowledging that your company has not been debarred and suspended by any governmental entity. An additional requirement for all contractors working on federally funded contracts is to be properly registered through the System for Award Management's (SAMs) federal database. If you have not previously registered through this service, please visit the website located at www.sam.gov and proceed to complete your company's registration within the next five (5) business days.

Further, please sign and forward this letter of acknowledgement and the Small, Minority, Woman, Owned Business Objectives Form to the City of Columbia's Purchasing Division no later than Friday, March 11, 2016. You may fax or email your response to expedite delivery and then forward the original signed copy to our office at the address below. Failure to promptly respond to this request may result in a delay in the processing of any future invoices. If any questions, please do not hesitate to contact our Purchasing Office at 803-545-3470 or by email at purchasing@columbiasc.net. Thanking you in advance for your prompt attention to this matter.

Click here to review our terms and conditions: HTTP://WWW.COLUMBIASC.NET/PURCHASING/RULES-REGULATIONS

Sandra A. Wright
Sandra A. Wright, CPPB
Purchasing Agent, City of Columbia

Attachments: Purchase Order and Terms and Conditions
Small, Minority, Woman, Owned Business Objectives Form

J. R. McC	8-19-2016	Jesse R. McClam	Project Mgr.
Signature (Authorized Representative)	Date	Printed Name	Title

AFFIRMATIVE ACTION PROCUREMENT AND CONTRACTING GOALS

It is the goal of the City of Columbia, SC to maximize opportunities for historically Disadvantaged Enterprise Businesses (DBEs) including, but not limited to, Small Businesses (SBEs), Minority Businesses (MBEs), Women-Owned Businesses (WBEs). The City has implemented an overall citywide 10% goal to encourage socially and economically disadvantaged business participation. This goal extends to bidders, subcontractors and suppliers on its procurement and contracting offerings.

Additional information on the City's affirmative action goals and objectives may be obtained by contacting the following office:

City of Columbia Office of Business Opportunities
1225 Lady Street, Suite 102
Columbia, SC 29201
(803) 545-3950
www.columbiasc.net/OBO

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

Each firm submitting a bid, offeror or RFQ shall ensure their proposed submittal identifies the percentage of subcontracting anticipated for this effort. Please complete the Affirmative Action Utilization Plan Form included in your bid packet and sign to certify if your business is a SMWBE and the anticipated percentage of work that you intend to subcontract to assist the City with its DBE goals.

SUBCONTRACTING GOALS

As a result of this contract/agreement, the subcontracting goals are as follows:

SB Goals_____%
MBE _____%
WBE _____%
LSA _____%

The contractor will also be expected to ensure subcontractor performance during the period of performance and include optional periods as applicable. Achievement of these goals is expected during the life of the contract/agreement to include any changes incorporated by modification to the contract/agreement.

APPENDIX

AFFIRMATIVE ACTION UTLIZATION GOALS

INCLUDING LABOR SURPLUS UTILIZATION PLAN

INSTRUCTIONS: This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Small, Minority and Women-owned Business Enterprise (SMWBE) under the contract. This form includes federally required Labor Surplus Utilization efforts. Attach additional sheets if necessary.

SBE ☑ MBE ☐ WBE ☐ Other _____

1. In the spaces below, report the anticipated dollars that you intend to subcontract to each business type if a contract or agreement is awarded to your firm. (If you do not intend to subcontract any work to others, even if you are a S/M/WBE, put zeros in the spaces below).

   Total **SBE Participation Percentage** to be subcontracted 25 %

   Total **MBE Participation Percentage** to be subcontracted 0 %

   Total **WBE Participation Percentage** to be subcontracted 0 %

   Total **Other DBE Participation Percentage** to be subcontracted 0 %

2. If you are not a SBE, MBE, or WBE and you do not plan to utilize such firms in this agreement, please state your reasons and use an additional page if needed:

_____

_____

_____

_____

LABOR SURPLUS UTILIZATION PLAN

In accordance with federal requirements, the City also encourages the use of firms located in labor Surplus areas. A Labor Surplus area is an area designated by the Secretary of Labor as having concentrated unemployment or underemployment in comparison with other areas. Used as one of the criteria for designating economically disadvantaged vendors/suppliers. **If your business is located in a labor surplus area, please check here:** ☐

Define the LSA here_____

The City anticipates that this effort will be continued to the maximum extent practicable throughout the life of the contract or agreement. Any changes or modification to the contract/ agreement will include, at a minimum the same proposed goals included in the negotiated agreement/contract.

The goals provided by the Successful Offeror shall be incorporated into the final contractual agreement between the parties or as amended through final contract negotiations.

By submitting this Exhibit, the respondent certifies he/she is an authorized representative of the company, understands and will comply with all requirements herein in any awarded action.

J. R. McC	8-19-2016
Signature	Date
Jesse R. McClam	McClam & Associates, Inc.
(Print Name)	Business Name

CITY OF COLUMBIA'S SPECIAL TERMS AND CONDITIONS (CBDG/DR CONTRACTS/POs) OVER $25,000

I. Scope of Services

Upon written notification by the City to proceed, the Contractor shall complete the scope of services more fully described in the Agreement. The Contractor shall perform any and all incidental services not specifically set forth in the Agreement, which are necessary to fully complete the scope of services described in the Agreement.

II. Amendments

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

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

III. Additional FEMA Requirements

The Uniform Rules authorize Federal Emergency Management Agency (FEMA) to require additional provisions for non-Federal entity Agreements. FEMA, pursuant to this authority, requires the following:

A. To be eligible for FEMA Assistance under the City's FEMA Grant or cooperative agreement, the cost of the change, modification, contract amendment, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of the project scope in accordance with Section II, Amendments, above.

B. The Contractor and their successors, transferees, assignees, and sub-contractors (in accordance with Section XVI, Ownership of Project Documents, herein) acknowledge and agree to comply with applicable provisions governing department and FEMA access to records, accounts, documents, information, facilities, and staff (per Department of Homeland Security Standards Terms and Conditions, v 3.0 ¶ XXVI (2013) and (in accordance with Section XVIII, Access to Records, herein).

IV. Schedule for Completion of Services

Time is of the essence. The Contractor shall complete any and all services performed under the Agreement within the timeframes as outlined in the Agreement.

The City has the right to extend delivery date if reasons appear, in the sole discretion of the City, to be valid. Contractor must keep the City advised at all times of status of the project. Default in promised completion times without accepted reasons or failure to meet specifications, authorizes the Purchasing Division to purchase supplies, equipment or services elsewhere and charge full increase in cost and handling to defaulting Contractor.

V. Compensation

Contractor acknowledges that FEMA financial assistance will be used to fund the Agreement only. Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

A. The total compensation to be paid by the City to the Contractor under this Agreement shall be outlined in the Agreement. An itemization of rates and services is further defined in the Agreement.

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

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

C. The Contractor shall, in performance of the Agreement, only use those sub-consultants in the Agreement upon which the Contractor's proposal was based. Sub-consultants substitutions shall only be made upon the Owner's approval. The Contractor shall enter into Agreements with those sub-consultants, in the same dollar amount upon which the Contractor's proposal was based, prior to award of the Agreement. Such Agreements shall be contingent upon award of the Agreement by the Owner and the Owner's Notice to Proceed to the Contractor.

VI. .Copeland "Anti-Kickback" Act and Davis Bacon Act

Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as Supplemented by the Department of Labor regulations (29 C.F.R. Part 3 Engineers and Sub-contractors on public building or public work financed in whole or in part by loans or grants from the United States). The Act provides that each Contractor or sub-recipient is 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/she is otherwise entitled. The City will report all suspected for reported violations to the federal awarding agency.

The Davis-Bacon Act applies to all projects applicable for Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The Contractor must comply with the 29 C.F.R. 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

VII. .Equal Employment Opportunity (EEOC)

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

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

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, or national origin.

C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-contractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event the Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

VIII. .Severability

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

IX. .Clean Air Act and the Federal Water Pollution Control Act.

The Contractor will comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §7401-7671(q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §1251-1387).

The Contractor will report each violation to the City, Federal Emergency Management Agency (FEMA) and the appropriate Environmental Protection Agency Regional Office (EPA).

The Contractor agrees to include these requirements in each sub-contract exceeding Twenty Five Thousand Dollars ($25,000.00) financed in whole or in part with federal assistance provided by FEMA.

X. Indemnification, Hold Harmless and Insurance

A. The Contractor shall provide to the City evidence of 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 and General Liability Insurance in accordance with the current Columbia Code of Ordinances, which can be located at www.columbiasc.net, and Excess General Liability Insurance in an amount not less than Two Million Dollars and No/100 ($2,000,000.00).

The City has determined that bonding is required for facilities improvement projects per 2 C.F.R. §200.325 and 2 C.F.R. §200.325 (a)-(c). Bonding requirements will include: A Guarantee equivalent to 5% of the fee, a Performance and Payment Bond at 100% of the fee.

B. The Contractor shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Contractor and any sub-contractor of the Contractor commencing any services under the Agreement and this insurance shall remain in effect throughout the term of the Agreement and any renewals. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an Additional Insured.

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

XI. Licenses, Permits and Taxes

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

B. The Contractor shall be responsible for identifying and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City in order for the Contractor to perform the services required under the Agreement. Such approvals and/or permits may include, but not necessarily be limited to, SCDHEC Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water Resources Permits, Corps of Contractors Permits, City/County/SCDOT Encroachment Permits, Encroachment Permits for other utility rights-of-way and Railroad Right-of-Way Encroachment Permits/Agreements. The City shall obtain the approvals and/or permits identified by the Contractor and pay any costs relating to same.

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

XII. Duties upon Termination

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

XIII. Termination of Agreement

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

A. Non Appropriation

Failure by the City to appropriate funds for the performance of any of the services required in this Agreement in any annual budget;

B. Termination of Agreement for Cause

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

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

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

C. Termination for Convenience of the City

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

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

D. Force Majeure;

E. Upon expiration of the term of this Agreement; and

F. By mutual agreement.

XIV. Remedies

In the event of termination, the Contractor 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 Contractor be entitled to anticipatory profit or damages for any termination under the Agreement. In no event shall the Contractor be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

The Contractor shall reimburse the City the amount of any stipulated penalties imposed on the City if the Contractor neglects, fails, or refuses to meet the deadlines set forth in Exhibit C attached hereto. The City reserves all other remedies available for the Contractor's failure to perform pursuant to the Agreement.

XV. Ownership of Project Documents

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

XVI. Notice

A. Written notice to the City shall be made by placing by registered mail, return receipt in the United States Mail, postage prepaid and addressed to: Purchasing Division, c/o City of Columbia, Post Office Box 147, Columbia, South Carolina 29217.

B. Written notice to the Contractor shall be made by registered mail, return receipt in the United States Mail, postage prepaid and addressed to them.

XVII. Access to Records

The Contractor shall make available for examination by the City 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 the Agreement.

In addition, the following access to records requirements apply to the Agreement:

A. The Contractor agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative(s) access to any books, documents, papers, and records of the Agreement that are directly pertinent to the Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The Contractor agrees to provide the FEMA Administrator or his/her authorized representative(s) access to information pertaining to the work being completed under the Agreement.

XIII. Assignability/Sub-contracting

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

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

XIX. Independent Contractor

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

XX. Use of Recovered Materials

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

1. competitively within a timeframe providing for compliance with the Agreement performance schedule;

2. meeting contract performance requirements; or

3. at a reasonable price.

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

XXI. Oversight

The City will maintain oversight to ensure the Contractor performs in accordance with terms, conditions and specifications per (2 C.F.R. §200.318(b)).

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

XXII. Suspension and Debarment

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

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

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

The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, sub-part C and 2 C.F.R. pt. 3000, sub-part C during the duration of the project and throughout the period of any Agreement that may arise from this project. The Contractor further agrees to include a provision requiring such requirements in its lower-tier covered transactions.

The Contractor shall notify the City in accordance with Section XVII, Notice, if your firm or sub-contractor becomes suspended or debarred during the course of this project. This Agreement may be terminated in accordance with Section XIV, Termination of Agreement.

XXIII. Confidentiality

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

XXIV. Interest of Contractor

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

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

XXV. Compliance with the Contract/Agreement Work Hours and Safety Standards Act

A. Overtime requirements. No contractor or sub-contractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any sub-contractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and sub-contractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

C. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or sub-contractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or sub-contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

D. Subcontracts. The contractor or sub-contractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any sub-contractor or lower tier sub-contractor with the clauses set forth in paragraphs (1) through (4) of this section.

XXVI. Miscellaneous

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

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

C. The Contractor shall furnish and cause each of its sub-contractors to furnish all information and reports required hereunder.

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

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

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

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

G. The failure of either the Contractor 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.

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

I. The Agreement is subject to City Council approval.

J. The Contractor 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. The Contractor will take affirmative action in complying with all federal, state and local requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, sexual orientation, national origin or physical handicap.

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

M. The Agreement shall be binding upon the respondent and upon its successors and assignees.

N. The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

O. The Contractor acknowledges that 31 U.S.C. chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractors actions pertaining to the Agreement.

McCLAM & ASSOCIATES INCORPORATED GENERAL CONTRACTORS

Invoice

McClam & Associates, Inc.
1642 Holy Trinity Church Rd.
Little Mountain, SC 29075

Date: May 31, 2016
Invoice #: Pay App #1
Owner Project #: 2015-DR425/DR3373

To: Accounting
City of Columbia
PO Box 147
Columbia, SC 29217

Terms: 30 days

Location:

City of Columbia Wastewater Maintenance Work Orders and Manhole Rehabilitation between SC Hwy 215 and US Hwy 321

Qty	Unit	Description	Unit Price	Tax	Line Total
1.00	LS	Labor (See breakdown)	$ 83,905.73	$ -	$ 83,905.73
1.00	LS	Equipment (See breakdown)	$ 70,843.40	$ -	$ 70,843.40
1.00	LS	Materials (See breakdown)	$ 178,723.31	$ -	$ 178,723.31

Total Tax

Subtotal $ 333,472.44

Total $ 333,472.44

Make all checks payable to McClam & Associates, Inc.

Thank you for your business!

1642 Holy Trinity Church Rd. Little Mountain, SC 29075 (803) 345-8362 (fax)

We Are Columbia

MEETING DATE: **September 6, 2016**

DEPARTMENT: **Procurement and Contracts**

FROM: ***Sandra Wright, Purchasing Agent***

SUBJECT: **Council is asked to approve a Contract for Instrumentation and Supervisory Control and Data Acquisition (SCADA) System Maintenance for Fiscal Year 2016/2017, as requested by the Metro Wastewater Treatment Plant. Award to CITI, LLC in the amount of $421,200.00. This firm is located in Charlotte, NC.**

FINANCIAL IMPACT: **Funding Source: Utilities & Engineering: Utilities Metro WWTP/Maintenance & Service Contract, 5516208-638200 - The original budgeted amount is $421,200.**

ORIGINAL BUDGET: **$421,200.00**

CLEAN WATER 2020?: **Yes**

STRATEGIC GOALS: **Invest in Infrastructure**

I respectfully request City Council's approval for the extension for Instrumentation and SCADA System Maintenance, Fiscal Year July 2016 through June 2017 as requested by the Metro Wastewater Treatment Plant.

I ask that you seek Council's approval to continue the contract with CITI, LLC at an amount not to exceed the following cost.

Instrumentation and SCADA System Maintenance **$421,200.00**

CITI, LLC is located in Charlotte, NC 28217.

This will be charged as follows:
Utilities & Engineering: Utilities Metro WWTP/Maintenance & Service Contract
5516208-638200 $421,200.00

ATTACHMENTS:

- Metro WWTP Extension Request (PDF)
- Original Bid Documents (PDF)
- Signed Contract Extension (PDF)

We Are Columbia

PO Box 147, Columbia, SC 29217 • Phone: 803-733-8566 • Fax: 803-988-8057

To: Sandra Wright, CPPB
CC: Joey Jaco, PE, Director – U&E
Lawana Robinson, Buyer

From: David R. Wiman, Superintendent

Date: May 9, 2016

Re: Extension of our SCADA support contract with CITI, LLC.

Ms. Wright:

As discussed in our conference call held on April 28, 2016, I would like to extend the current SCADA support contract with CITI. There are several reasons that this would be in the City Of Columbia's best interest:

1. The performance by CITI thus far has been stellar. They are organized, communicate superbly and are incredibly responsive. They provide precision work with an absence of errors. Their performance is night and day compared to that of our previous provider.
2. We can save approximately $5,046.50 since we no longer need wear items associated with their management of the Hach and E & H contracts.
3. This contract allows us to gather equipment only bids for certain projects since the labor can be charged to this contract. This benefit thereby lowers the project cost.
4. Every time this contract switches to a new service provider, we lose efficiency since each new firm requires an initial condition audit to assess the system they are taking over, must liaise with the old firm regarding current settings and install new security protocols.

The City should be in a better position for the FY 17-18 to substantially renegotiate this support contract, provided that in-house personnel have been hired as expected.

CITI, LLC
SYSTEMS INTEGRATOR

4030 Yancey Road, Charlotte, NC 28217
P.O. Box 33758, Charlotte, NC 28233
PHONE 704.969.2484 FAX 704.969.2480
WWW.CITI-LLC.COM

January 29, 2015

LaWana Robinson-Lee
City of Columbia/Purchasing Department
Attention: RFQ 002-14-15 Instrumentation and SCADA System Maintenance Services
1136 Washington Street – 4th Floor
Columbia, S.C. 29201

RE: Bid No: 030-14-15
Instrumentation and SCADA System Maintenance Services
For the Metro Wastewater Treatment Plant and Collection System

Dear Mrs. Robinson-Lee:

Thank you for the opportunity to provide a bid for the subject project. As required in the Invitation for Bids document, we have attached completed pages 1, 4, 9-10, & Appendix I of the bid package. Please take note of the following clarifications associated with our bid:

1. All wear items and reagents associated with the Endress & Hauser instruments listed in Appendix II are excluded from our bid. We understand these items to be included in the existing E&H service contract.

2. All wear items and reagents associated with instruments marked as "Future Instrument included in current construction contract" are excluded from our bid.

3. Hourly rates defined in Appendix I do not include anticipated costs for motor vehicle mileage between plant and work assignments at remote facilities as directed by the City. Motor vehicle mileage rates are as follows:

Category	Maximum Reimbursement
Motor vehicle mileage	.65 cents/mile

Feel free to contact me if you have any questions.

Regards,

CITI, LLC

Marco Varela
President

Attachment(s): 1 hard copy of Bid Bond, bid form pages 1, 4, 9-10 & Appendix I

"Our Innovation Sets Standards"

Company Name: CITI, LLC

Required Parameters	Site Technician 1 (3120 Hours)	Site Technician 2 (3120 Hours)	Software Programmer (234 Hours)	Project Manager (234 Hours)	Line Item Totals
Employee Name	n/a	n/a	n/a	n/a	
Hourly Rate*	$61.95	$61.95	$107.95	$127.95	
Total Cost of Man Hours	$193,278.14	$193,278.14	$25,259.86	$29,939.86	$441,756.00

Personnel Subtotal:	$441,756.00
Wear Items & Reagents (17 months):	$5,046.50
Extended Price of Contract (17 months):	$446,802.50

***Hourly Rate Multipliers**

Overtime	1.25
Holiday	1.25
Weekend	1.25

***Employee hourly rate shall include all anticipated costs for per diem, mileage, and/or lodging. Separate payment for these items are not allowed.**

****THIS SHEET MUST BE SUBMITTED WITH THE BID****

We Are Columbia

February 3, 2015

Marco Varela, President
CITI, LLC
4030 Yancey Road
Charlotte, NC 28217

Dear Mr. Varela,

Please confirm the pricing submitted on the attached Appendix I (Cost Sheet) is correct. The hourly cost per employee is to include per Diem, mileage, and/ or lodging for work performed. Any vehicle mileage between the plant and work assignments at remote facilities will be billed at a rate of .65 cents/mile. The hourly rate multipliers will be used to calculate any work that is considered overtime, holiday or weekend. The lump sum price submitted is $446,802.50.

As a reminder, bidders are not allowed to change any information submitted on their cost sheet. We allowed you an opportunity to withdraw all exceptions and to agree to the City's original terms and conditions. This will be our final attempt to ensure that you are agreeing to these requirements in order for your bid to be reviewed for any further consideration. If you concur, please acknowledge by signing below.

Best,

LaWana Robinson-Lee

LaWana Robinson-Lee, CPPO, CPPB

Please sign and date below to acknowledge your acceptance.

Marco Varela 2/4/15

We Are Columbia

August 30, 2016

Mr. Marco Varela
CITI, LLC.
4030 Yancey Road
Charlotte, NC 28217

Re: Contract Extension, Bid #030-14-15, Instrumentation and SCADA System Maintenance Services

Dear Mr. Varela,

The awarded period on the above referenced contract expired on June 30, 2016. The City of Columbia would like to extend this contract an additional year to terminate June 30, 2017 at the contract pricing and terms for Bid #030-14-15. The pricing is enclosed for your convenience.

Please annotate on the bottom of this letter, with your signature and date, as to whether you are interested or not in extending the contract for an additional year with all terms and conditions to remain the same during this extension.

Also, please e-mail a copy of this signed letter back to our office no later than 9:00 AM on Wednesday, August 31, 2016. In addition, please mail the *original* signed version of this letter back to me while retaining a copy for your files.

I am looking forward to your response.

LaWana Robinson-Lee

LaWana Robinson-Lee, CPPO, CPPB
Procurement Manager
1136 Washington Street
Columbia, SC 29201
Phone: 803-545-3469 Fax: 803-733-8408

I agree to extend the contract (Bid#030-14-15) for an additional year to terminate June 30, 2017. All terms and conditions as outlined in Bid#030-14-15 are applicable, fully enforceable and will remain unchanged.

✓ Yes _____ No

Marco Varela — MARCO VARELA

Signature/ Date — Printed Name of Signer

Comments: _____

We Are Columbia

MEETING DATE:	**September 6, 2016**
DEPARTMENT:	**Procurement and Contracts**
FROM:	***Sandra Wright, Purchasing Agent***
SUBJECT:	**Council is asked to approved Project WM4348; An Agreement for the Columbia Canal Head Gates Design Repair for Phase I and Phase II Services, as requested by the Utilities and Engineering Department. Award to Kleinschmidt Associates in an amount not to exceed $957,112.00. This firm is located in Lexington, SC.**
PRESENTER:	**Gregory Tucker**

FINANCIAL IMPACT: **Funding Source: Flood Recovery Project DR4241 Columbia Canal Head Gates Design Repair Services, 2532201-WM4348-638400. The following sub-consulting services will be $209,130.59 (50.1%) of the contract value:**

$109,842.59 (26.3% of the total contract value for Phase 1 and 2) awarded to Chao and Associates, an MBE firm located in Columbia, SC will provide Structural Evaluation and Field Structure As-built services;

$37,800.00 (9.1% of the total contract value for Phase 1 and 2) awarded to F&ME, located in Columbia, SC will provide Subsurface Investigation services;

$42,288.00 (10.1% of the total contract value for Phase 1 and 2) awarded to D&J Machinery & Rigging, LLC, located in Lexington, SC will provide Head Gate Clean Out and Inspection services;

$19,200.00 (4.6% of the total contract value for Phase 1 and 2) awarded to Standard Diving & Marine Contracting, LLC, located in Mt. Pleasant, SC, will provide underwater condition assessment services.

CLEAN WATER 2020?: **No**

STRATEGIC GOALS: **Invest in Infrastructure**

The Agreement referenced above is to design the repairs to the Columbia Canal Head Gates (Diversion Dam Gate) due to a historic flooding event that took place in early October 2015. Rainfall caused historic flooding and unprecedented damages to the City of Columbia. During the October 4, 2015 storm event, high tailwater levels resulted in the flooding of the powerhouse, and high water levels in the canal caused an overtopping failure of part of the canal dike. During the October 4, 2015 storm event, high tailwater levels resulted in the flooding of the powerhouse, and high water levels in the canal caused an overtopping failure of part of the canal dike. During the storm the impoundment upstream of the canal headwork's reached elevation 163.5 and a river flow estimated to be between the 10-year and 50-year floods while the water level in the canal exceeded elevation 156 overtopping powerhouse structures and causing a failure of a portion of the canal dike upstream of the powerhouse. As a result of the overtopping, approximately 900 feet of the Canal embankment was damaged including complete breach of approximately 150 feet. A post-flood assessment found that a number of gates at the headgate structure were either jammed in the partially close position or impeded from closing by large trees accumulated beneath the gates. A number of gates that were reported to be "closed" but it

was determined that large flows were passing beneath the gates as a result of deteriorated or missing gate sills. Currently steel bulkheads have been installed on the upstream side of each of the headgates to mitigate the deteriorated condition of the headgates and reduce flow into the canal.

The design remediation for the canal head gates includes assessing the condition of the headworks structure and ultimately developing final design and construction drawings and specifications to rehabilitate the structure. It is intended that the rehabilitation program identify and propose measures to address damage to the structure and its equipment caused by the flood of October 2015, and to identify mitigation measures that could be implemented to prevent the reoccurrence of future damage to and failure of canal structures downstream of the headworks as occurred on October 4, 2015.

The Engineer's contract shall be a fixed price, not-to-exceed contract. The not-to-exceed amount for this contract shall be $957,112.00 For Phase 1 (Flood Damage Assessment), Phase 2 (Preliminary Engineering Analyses), Phase 3 (Engineering Final Design), and Phase 4 (Engineering during Construction) services. This contract amount, however, includes an estimate for Phases 3 and 4 only. Kleinschmidt will submit a separate proposal for engineering services for both Phases 3 and Phase 4 after the City selects its preference from among the alternatives identified in Phases 1 and 2 and arranges for funding of the final design and construction. Phase 1 will culminate in a document that the City can use to solicit funding for rehabilitating the headworks from the Federal Emergency Management Agency (FEMA) or other federal or state agencies. The Phase 1 document will define the final scope of work for Phase 2.

Original Contract Amount: $957,112.00

Total Contract Value Designated to Phases 1 and 2: $416,826.00

Sub consulting services:

$109,842.59 (26.3% of the total contract value for Phase 1 and 2) awarded to Chao and Associates, an MBE firm located in Columbia, SC will provide Structural Evaluation and Field Structure As-built services;

$37,800.00 (9.1% of the total contract value for Phase 1 and 2) awarded to F&ME, located in Columbia, SC will provide Subsurface Investigation services;

$42,288.00 (10.1% of the total contract value for Phase 1 and 2) awarded to D&J Machinery & Rigging, LLC, located in Lexington, SC will provide Head Gate Clean Out and Inspection services;

$19,200.00 (4.6% of the total contract value for Phase 1 and 2) awarded to Standard Diving & Marine Contracting, LLC, located in Mt. Pleasant, SC, will provide underwater condition assessment services.

Services to be performed will impact all City Council Districts. The City's Flood Recovery Program Manager, Landmark Consulting Services and the City of Columbia's Legal Department

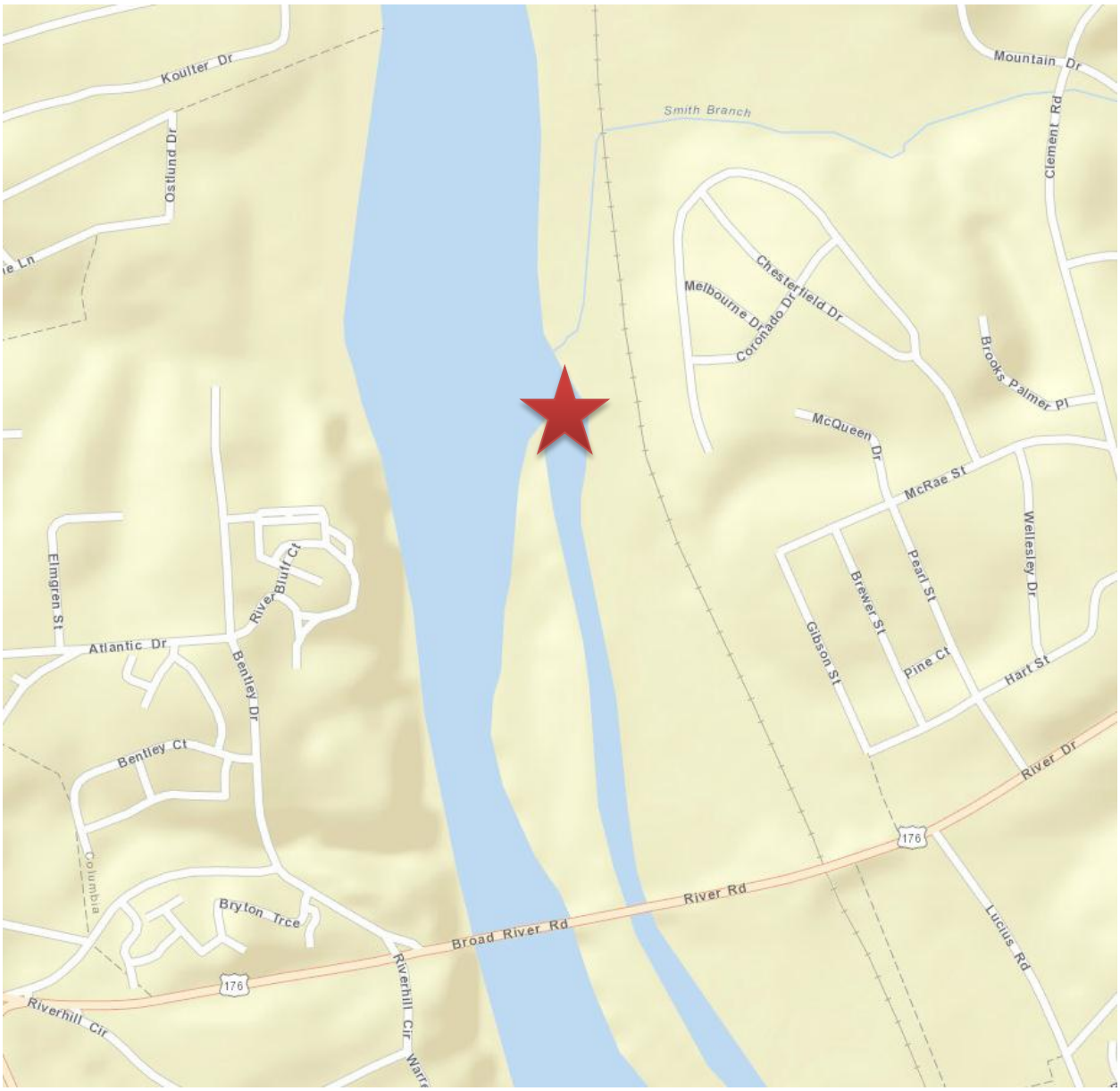
have reviewed the Agreement. The Director of Utilities and Engineering and ACM for Operations recommend its approval.

ATTACHMENTS:

- Headgates Location Map (PDF)
- Kleinschmidt.2016.DR4241.Columbia.Canal.HeadGates.Repair.Engineering.Services.Agr.final (PDF)
- Exhibit A- Scope and Fee Proposal for Engineering Services Ph 1 (PDF)
- Exhibit B_Subconsultant Subcontractor Business Information (PDF)
- Exhibit C - DBE Objectives (PDF)
- Exhibit D- Engineering Design Services of Above Avg Complexity (PDF)

Location Map

Columbia Canal Headgates Project



DR4241 Columbia Canal Head Gates Repair Engineering Services
ENGRFQ0005-15-16

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT is made this _____ day of _____, 20__, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and Kleinschmidt Associates, (hereinafter referred to as the "Engineer").

WITNESSETH:

WHEREAS, the City of Columbia has been severely and catastrophically affected by record levels of rain from the late evening hours of Saturday, October 3, 2015 through Tuesday, October 6, 2015, a 1000 year rain event; and

WHEREAS, this catastrophic 1000 year rain event resulted in widespread flooding throughout the City of Columbia causing fatalities, injuries, the loss of homes and businesses, causing thousands of individual to become homeless, loss of potable water and food supplies; and

WHEREAS, the President of the United States, Barack Obama, at the request of South Carolina Governor Nikki Haley declared a Major Disaster pursuant to 42 U.S.C. Section 5170 for the City of Columbia and the County of Richland; and

WHEREAS, the Governor of the State of South Carolina Nikki Haley declared a state of emergency for the State of South Carolina and activated the National Guard for assistance due to the rainfall and resulting flooding; and

WHEREAS, on March 4, 2016 the City issued a Request for Qualifications (RFQ) for DR4241 Columbia Canal Embankment Repair Engineering Services; and

WHEREAS, two Engineers responded to the City's RFQ; and

WHEREAS, Engineer's statement of qualification was determined to be the highest ranked responsive and responsible offeror; and

WHEREAS, the City desires to retain the services of the Engineer to provide the engineering services for the Columbia Canal Embankment Repair Engineering Services project.

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

A. <u>CONTRACT FOR SERVICES</u>

The City hereby engages the Engineer and the Engineer hereby agrees to perform the services hereafter set forth. Engineer hereby represents and warrants to City that this Contract complies with all applicable federal laws, regulations and executive orders necessary for reimbursement with federal disaster assistance funds at the applicable rate. Engineer also represents and warrants that all work billed by Engineer under this Contract

comports and will comport with federal guidelines for reimbursement with federal disaster relief funds for which the City applies.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Engineer, or any other party pertaining to any matter resulting from the contract.

B. SCOPE OF SERVICES AND TIME OF PERFORMANCE

The Engineer shall in a satisfactory and proper manner as determined by the City perform tasks necessary to complete the projects as outlined in *Exhibit A, Scope of Services from Proposal for Engineering Services, Phase 1 (JN3944006.01) – DR4241 Columbia Canal Head Gates Repair Services*, attached hereto. The Engineer has specialized knowledge to complete the projects without any training from the City and shall perform the tasks in the order and in the manner that he or she determines is most effective and efficient without any City control over the details of Engineer's performance.

C. ACCESS TO RECORDS

The Engineer shall make available for examination by the City all of its records with respect to all matters covered by this Agreement and shall maintain such records for a period not less than three (3) years after receipt of final payment under the Agreement.

In addition, the following access to records requirements apply to the Agreement:

1. The Engineer agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative(s) access to any books, documents, papers, and records of the Agreement that are directly pertinent to the Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

2. The Engineer agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3. The Engineer agrees to provide the FEMA Administrator or his/her authorized representative(s) access to information pertaining to the work being completed under the Agreement.

D. AMENDMENTS

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

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

E. CHANGES

1. The City may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed.

2. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the City shall make an equitable adjustment to the contract price, the delivery schedule, or both, any other affected area and shall amend the contract.

3. The Engineer must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the City decides that the facts justify it, the City's authorized representative may receive and act upon a proposal submitted before final payment of the contract.

4. If the Engineer's proposal includes the cost of property made obsolete or excess by the change, the City's representative shall have the right to prescribe the manner of the disposition of the property.

5. Failure to agree to any adjustment shall be subject to the provisions of paragraph GG, Miscellaneous. However, nothing in this clause shall excuse the Engineer from proceeding with the contract as changed.

6. No services for which an additional cost or fee will be charged by the Engineer shall be furnished without the prior written authorization of the Contracting Officer

F. ASSIGNABILITY/SUBCONTRACTING

The Engineer shall not assign or subcontract any interest in the Agreement and shall not transfer any interest in the same without the prior written consent from the City. The Engineer shall be as fully responsible to the City for the acts and omission of its subcontractors, as it is for the acts and omissions of persons directly employed by the Engineer. A listing of Sub consultants/Subcontractors are provided in *Exhibit B, Sub consultant/Subcontractor Business Information*, attached herein.

The Engineer shall furnish and cause each of its subcontractors to furnish all information and reports required hereunder.

G. BREACH/WAIVER

The failure of either the Engineer 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.

H. FEDERAL FUNDING CONDITIONS

The Engineer must comply with the conditions of federal funding as follows:

1. **Hatch Act Chapter 15, Title 5, U.S. Code** Engineer further agrees that none of the personnel employed in the administration of the within defined Project shall be in any way or to any extent, engaged in the conduct of political activities in contravention of Chapter 15, Title 5, U.S. Code.

2. **Anti-kickback Rules** Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Engineer shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

3. **Americans with Disabilities Act** Engineer agrees to comply fully with any and all provisions of the Americans with Disabilities Act (hereinafter referred to as "AA") as applicable to the Engineer and the activities to be performed by Engineer under the scope of this Agreement. If employing more than fifteen (15) employees, Engineer agrees to comply fully with Title I of the "ADA" as set forth at 28 CFR Part 130. If providing "public accommodations" as defined by the Act in Section 301(7)(A)-(L), Engineer agrees to comply fully with Title III of the "ADA" as set forth at 28 CFR Part 36. If providing public transportation, Engineer agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

   a) **Title VI Of The Civil Rights Act Of 1964--24 CFR 570.601; Fair Housing Act-24 CFR 570.601 Executive Order 11063--24 CFR 570.601** This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964, P.L. 88-352; the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259; and HUD regulations at 24 CFR Part 1, providing for non-discrimination on the grounds of race, color, creed, sex, familial status, disability, or national origin under any activity

receiving Federal funds and also obligating Engineer to use Federally-funded property for the purpose for which the Federal funds were awarded.

b) **Labor Standards & Davis Bacon Act 24 CFR 570.603** Section 110(a) of the Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance provided under the Act. The Contract Work Hours and Safety Standards Act also apply. Engineers or subcontractors on construction work shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended.

c) **National Flood Insurance Program 24 CFR 570.605** This Agreement is subject to the Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.

I. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

The Engineer will comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §7401-7671(q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §1251-1387).

The Engineer will report any violation of applicable standards, orders and/or regulations to the City, Federal Emergency Management Agency (FEMA) and the appropriate Environmental Protection Agency Regional Office (EPA).

The Engineer agrees to include these requirements in each subcontract exceeding Twenty Five Thousand Dollars ($25,000.00) financed in whole or in part with federal assistance provided by FEMA.

J. COMMENCEMENT OF SERVICE

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

K. COMMUNICATION PROTOCOLS

1. City shall designate a City point of contact to coordinate all tasks and invoicing with Engineer. Engineer shall not perform any tasks under this Agreement unless directed to do so by the City's designated point of contact. Engineer shall submit all invoices to the designated point of contact.

2. Engineer shall direct any questions, inquiries and requests for interviews from the media to the City's Public Relations Department. Engineer shall not issue any press releases, hold briefings, conduct interviews or conduct any other public relations function regarding any matter covered by this Agreement without prior written consent of the City.

DR4241 Columbia Canal Head Gates Repair Engineering Services
ENGRFQ0005-15-16

L. COMPENSATION

The Engineer's contract shall be a fixed price, not-to-exceed contract. The not-to-exceed amount for this contract shall be $957,112.

The manhour rates for this project are shown in *Exhibit A, Scope of Services from Proposal for Engineering Services, Phase 1 (JN3944006.01) – DR4241 Columbia Canal Head Gates Repair Services*.

The not-to-exceed amount for basic services for the assessment, design and construction administration for the Headgates shall be determined using Figure 3 – Engineering and Design Services of Above Average Complexity in the FEMA PA 322 Guide, 2007 (refer to Exhibit D). For Billing purposes, the initial not-to-exceed amount for Basic Services shall be $663,000 million (based on a preliminary construction estimate of $7.8 million). This fee shall include all four phases of the project (Assessment, Preliminary Engineering, Final Design, Construction Administration). The milestones and estimate percentage for each phase is shown below.

The Final not-to-exceed amount for Basic Services shall be determined using Figure 3 in FEMA PA Guide 322, 2007. The net construction cost used in the computation of the not-to-exceed amount for Basic Services shall be the lower of the Engineer's Final Estimate and the Low Bid.

Below are the estimated milestones:

Assessment	20%
Preliminary Engineering	20%
Final Design and Construction Documents	40%
Construction Administration	20%

The following Additional Services will be necessary to perform the work described in the Basic Services. The not-to-exceed amount for these services is $209,526.

- Headworks Survey
- Underwater Inspection
- Subsurface Investigation

The following is a list of Additional Services for which the Engineer shall not proceed unless authorized in writing by the City. The not-to-exceed amount for these services is $59,586.

- Trash Rack Assessment
- Trash Rake Assessment
- Power Supply Assessment
- Debris Holding Area Assessment

Direct Expenses for Travel, Reproduction and Equipment Rental will be reimbursed at cost. The not-to-exceed amount for Direct Expenses is $25,000.

1. LIMITATION OF FUNDS

Funding for this Fixed Priced NOT TO EXCEED agreement is subject to the following terms:

a) The parties estimate that performance of this agreement will not cost the City more than the NOT TO EXCEED amount specified in the Fee Schedule in Exhibit A. The Consultant agrees to use its best efforts to perform the work specified in the Schedule and fulfill all obligations required under the terms of the agreement within the estimated Fixed Price Not-To-Exceed amount.

b) The Fee Schedule specifies the amount presently allocated by the City for the items and services to be provided during the period of performance. The parties contemplate that the City will allocate funds, based on available funding, not to exceed $957,112.00 inclusive of any fee. The Consultant agrees to perform, or have performed, work under the terms of the agreement up to the point that the total amount paid shall not exceed $957,112.00.

c) The Consultant shall notify the City's Contracting Officer in writing within 60 days whenever he has reason to believe that the anticipated cost when added to previously incurred costs, will exceed 75 percent ($717,834.00) the total amount funded and allocated. The notice shall state the estimated amount of funds required to continue performance until all deliverables have been properly received as outlined in the Scope of Services.

d) If, after notification, additional funds are not allocated for the duration of the term or another mutually agreed-upon extension date, upon the Consultant's written request the Contracting Officer will terminate this agreement on such date in accordance with the provisions of the Termination clause as outlined herein.

e) If the Consultant estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may identify a later date in its request, and the Contracting Officer may terminate this agreement on that later date.

f) Except as required by other provisions of this agreement, specifically citing and stated to be an exception to this clause—

1. The City is not obligated to reimburse the Consultant for costs incurred in excess of $957,112.00; and

2. The Consultant is obligated to continue performance under this agreement (including actions under the Termination clause) in order to completely fulfill the requirements as stated in the agreement and within the amount allocated by the City for such items and/or services.

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

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

h) When and to the extent that the amount allocated by the City in the agreement is increased, any costs the Consultant incurs before the increase is authorized, that are in excess of the amount previously allocated by the City may be allowed in order to permit completion of the project.

i) Change orders shall not be considered an authorization to exceed the amount allocated by the City specified in Exhibit A, unless they contain a statement increasing the amount allocated.

j) Nothing in this clause shall affect the rights of the City to terminate this agreement. If this agreement is terminated, the City and the Consultant shall negotiate an equitable distribution of all property produced or purchased under the terms of the agreement, based upon the share of costs incurred by the parties.

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

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

3. The Engineer shall in performance of the Agreement, only use those sub consultants in the Agreement upon which the Engineer's proposal was based. Sub consultants substitutions shall only be made upon the Owner's approval. The Engineer shall enter into Agreements with those sub consultants, in the same dollar amount upon which the Engineer's proposal was based, prior to award of the Agreement. Such Agreements shall be contingent upon award of the Agreement by the Owner and the Owner's Notice to Proceed to the Engineer. A listing of Sub consultants/Subcontractors are provided in *Exhibit B, Sub consultant/Subcontractor Business Information*, attached herein.

4. AFFIRMATIVE ACTION PROCUREMENT AND CONTRACTING GOALS

It is the goal of the City of Columbia, SC to maximize opportunities for historically Disadvantaged Enterprise Businesses (DBEs) including, but not limited to, Small Businesses (SBEs), Minority Businesses (MBEs), Women-Owned Businesses (WBEs). The City has implemented an overall citywide 10% goal to encourage socially and economically disadvantaged business participation. This goal extends to bidders, subcontractors and suppliers on its procurement and contracting offerings.

Additional information on the City's affirmative action goals and objectives may be obtained by contacting the following office: City of Columbia Office of Business Opportunities, 1225 Lady Street, Suite 102, Columbia, South Carolina 29201, (803) 545-3950, www.columbiasc.net/OBO.

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

The Engineer must comply with the terms and conditions as outlined herein. The Engineer, shall, in the performance of the contract/agreement, make constructive efforts to assist the City in complying with best practices in contracting as it relates to meeting affirmative action objectives (refer to Exhibit C, Small, Minority, Women-Owned Business Objectives).

The Engineer must adhere to federal regulations 2CFR 200.321 and 24 CFR 85.36E and take the following affirmative steps to ensure that Small and Minority Businesses, Women-Owned Businesses and Labor Surplus Area firms are utilized to the fullest extent possible:

a) 2 CFR 200.321 - Procurement and Affirmative Action - Small and Minority Businesses, Women-Owned Businesses, and Labor Surplus Area Firms
Organizations must take the following affirmative steps to ensure these firms are used when possible:
1. Place qualified small, minority, and woman-owned business on solicitation lists;
2. Assure that such businesses are solicited when they are potential sources;
3. Divide total requirement, when economically feasible, into smaller tasks or quantities to permit maximum participation by such businesses;
4. Establish delivery schedules, where requirements permit, which encourage such business to respond;
5. Use service and assistance from such organization as SBA, Minority Business Development Agency of the Department of Commerce; and
6. Require prime contractors to take the same affirmative steps.

b) 24 CFR 85.36.E - Contracting with small and minority firms, women's business enterprise and labor surplus area firms.
The grantee and sub grantee will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
Affirmative steps shall include:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
v. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (e)(2) (i) through (v) of this section.

5. SUBCONTRACTING GOALS

As a result of this agreement, the subcontracting goals for Phase 1 and Phase 2 are as follows:

SB Goals	0%
MBE	26.3%
WBE	0%
LSA	0%

The Engineer will also be expected to ensure sub consultant/subcontractor performance during the period of performance and include optional periods as applicable. Achievement of these goals is expected during the life of the contract/agreement to include any changes incorporated by modification to the contract/agreement.

6. Invoicing Procedure:

a) The City's Project Manager or his/her designee must review all invoices prior to payment.

b) The Engineer's invoice must contain sufficient detail by task and resource and should be easily traceable to the work completed on the project schedule. Descriptions used in the project schedule shall match those descriptions contained in the Engineer's invoice.

c) The work completed on the Engineer's project schedule must be the basis for full or percentage of completion payment on the Engineer's invoice.

d) The Engineer will not request payment for taxes on Professional Services, labor or installation fees.

e) The Engineer will not invoice, or request payment for any equipment or services that may be specified in this contract prior to the delivery of said equipment or performance of said services.

f) The Engineer shall adhere to an agreed-upon delivery schedule for equipment and/or services. This is to ensure that the City does not have to pay for the advanced delivery of equipment that it was not expecting in that timeframe and/or have to warehouse or make space for unanticipated equipment deliveries. Exceptions to this requirement must be agreed to in writing.

g) All invoices shall include a valid Purchase Order number on the bill; if emergency purchases are required for any reason before a purchase order number is available, a copy of the emergency request for purchase should accompany the Engineer's invoice.

h) The Engineer shall name a representative that will be responsible for reviewing all invoicing concerns that the City may have concerning this project.

i) The Engineer shall submit receipts for all actual expenses.

j) Travel expenses including airfare and car rental shall be invoiced at cost, without markup and with approved documentation (Note: This section does not apply to travel within the Columbia region for work being performed for the contract but only pertains to travel to and from Columbia if necessary to fulfill the terms of the Agreement.).

k) Lodging shall be invoiced up to the per diem rate according to the GSA rates established at www.gsa.gov, based on the date of travel.

l) Field documents and other equipment/supplies shall be invoiced at cost only; no markup allowed and with approved documentation; and

m) Other required non-labor expenses as may be applicable to the project and pre-approved by the City shall be invoiced at cost only; no markup allowed and with approved documentation.

n) Each Invoice/payment request shall identify the percentage and dollar amount that will be paid to the subcontractor and/or vendor for work performed and materials/products furnished. If required, the Engineer shall submit supporting documentation as required by the Contracting Officer or Purchasing agent to support the amount being invoiced.

o) The Engineer shall provide the names of the subcontractors and vendor and a description of the work performed in the invoice/request for payment. The Engineer shall also provide a breakdown of the supplies and materials being billed by each subcontractor and/or vendor and the dollar amount to be reimbursed by the City.

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

M. DUTIES UPON TERMINATION

At termination of this Agreement, the Engineer shall immediately provide the City with all records and data in any format the Engineer is capable of producing and at no cost to the City, which were generated, created or received by the Engineer in performance of the services required by the Agreement or as the City

may deem necessary to perform the required services by the City or the Engineer's successor. All records shall be free from any proprietary claims or interest. The Engineer agrees to fully cooperate with the City and any successor to ensure an effective transition to continuously provide the required services.

N. EQUAL EMPLOYMENT OPPORTUNITY (EEOC)

During the performance of this Agreement, the Engineer agrees as follows:

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

2. The Engineer will, in all solicitations or advertisements for employees placed by or on behalf of the Engineer, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, or national origin.

3. The Engineer will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Engineer's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Engineer will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Engineer will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Engineer's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Engineer may be declared ineligible for further Government Agreements or federally assisted construction Agreements in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in

Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Engineer will include the portion of the sentence immediately preceding paragraph and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Engineer will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event the Engineer becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

O. ETHICS

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

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.

P. FINDINGS CONFIDENTIAL

All of the reports, information, data, records or documents of any kind, prepared or assembled by the Engineer under the Agreement are confidential and the Engineer agrees that they shall not be made 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 Engineer, the City will notify the Engineer as soon as practicable of such request.

Q. INDEMINFICATION, HOLD HARMLESS AND INSURANCE

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

   Workers Compensation Insurance - The Engineer 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 sublet, the contractor shall require the subcontractor similarly to provide Worker Compensation Insurance for all of the latter employees to be engaged in

such work unless such employees are covered by the protection afforded by the Engineer's Worker Compensation Insurance. The Engineer shall not permit any person who is not protected by Workers Compensation Insurance or a properly approved Self-Insured Workers Compensation Program to perform any activity related to this Agreement.

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

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

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

Professional Liability - Professional Liability Insurance in an amount not less than One Million Dollars and No/100 ($1,000,000.00) per claim and Two Million Dollars and No/100 ($2,000,000.00) Aggregate limit for bodily injury liability and property damage liability. The limits afforded by the E&O Policy shall apply only to the City and City's officials, officers, agents and employees and only to claims arising out of or in connection with the work under this Agreement.

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

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

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

2. The Engineer shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Engineer and any sub-contractor of the Engineer commencing any services under the Agreement and this

insurance shall remain in effect throughout the term of the Agreement and any renewals. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an Additional Insured.

3. The Engineer shall hold harmless; and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Engineer's performance or nonperformance of the services or subject matter called for in the Agreement, but only to the extent any of the foregoing are caused by the Engineer's negligence in performing the services under this Agreement.

R. INDEPENDENT ENGINEER

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

S. INTEREST OF ENGINEER

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

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

T. LICENSES, PERMITS AND TAXES

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

2. The Engineer shall be responsible for identifying and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City in order for the Engineer to perform the services required under the Agreement. Such approvals and/or permits may include, but not necessarily be limited to, SCDHEC Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water Resources Permits, Corps of Engineers Permits, City/County/SCDOT Encroachment Permits, Encroachment Permits for other utility rights-of-

way and Railroad Right-of-Way Encroachment Permits/Agreements. The City shall obtain the approvals and/or permits identified by the Engineer and pay any costs relating to same.

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

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

U. NOTICE

1. Written notice to the City shall be made by placing by registered mail, return receipt in the United States Mail, postage prepaid and addressed to: Director of Utilities and Engineering, c/o City of Columbia, Post Office Box 147, Columbia, South Carolina 29217.

2. Written notice to the Engineer shall be made by registered mail, return receipt in the United States Mail, postage prepaid and addressed to Kleinschmidt and Associates, 204 Caughman Farm Lane, Suite 301, Lexington, SC 29072.

V. OVERSIGHT

1. The City will maintain oversight to ensure the Engineer performs in accordance with terms, conditions and specifications per (2 C.F.R. §200.318(b)(General Procurement Standards) and 44 C.F.R. §13.36 (Procurement).

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

W. OWNERSHIP OF PROJECT DOCUMENTS

All data, documents or work product of any description generated by or used by the Engineer or any subcontractor retained by the Engineer and related to the services required by the Agreement shall be the property of the City and shall not be used by the Engineer for any purpose whatsoever except to perform the services required by the Agreement. The City acknowledges that the work product is not represented as suitable for any other use or purpose without adaptation by the Engineer, and any such use or reuse shall be at the sole risk of the City.

X. REMEDIES

The Engineer 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 Engineer be entitled to anticipatory profit or damages for any termination under the Agreement. In no event shall the Engineer be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

Y. SCHEDULE OF COMPLETION OF ACTIVITIES

Time is of the essence. The Engineer shall complete any and all services performed under the Agreement within the timeframes as outlined in the Agreement.

If Engineer foresees a 10-working day delay, Engineer shall give thirty (30) days prior written notice to the Utilities & Engineering Department. The City has the right to extend delivery date if reasons appear, in the sole discretion of the City, to be valid. Engineer must keep the City advised at all times of status of the project. Default in promised completion times without accepted reasons or failure to meet specifications, authorizes the Utilities & Engineering Department to purchase supplies, equipment or services elsewhere and charge full increase in cost and handling to defaulting Engineer.

Z. SEVERABILITY

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

AA. STATE LAW APPLICABLE

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

The Engineer acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Engineer's actions pertaining to this contract.

BB. SUCCESSORSHIP

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

CC. SUSPENSION AND DEBARMENT

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

The Engineer must comply 2 C.F.R. 180, sub-part C and 2 C.F.R. pt. 3000, sub-part C and must include a

requirement to comply with these regulations in any contracts with its sub-consultants it enters into.

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

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

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

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

DD. TERM OF AGREEMENT

The Agreement shall expire, unless terminated earlier as provided for herein and shall be for a period of three (3) years unless earlier terminated by either party as provided herein. The Agreement shall expire at the end of the term unless an extension has been requested by either party and agreed to in writing by both parties prior to the expiration of the term. If the applicant closeout process has not been completed within this time period, the City may extend the agreement in order to ensure the Engineer is available through the applicant closeout process.

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

EE. TERMINATION OF AGREEMENT

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

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

2. Termination of Agreement for Cause

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

Notwithstanding the above, the Engineer 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 Engineer and the City may withhold any payments to the Engineer until such time as the exact amount of damages due to the City from the Engineer is determined.

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

2. Termination for Convenience of the City

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

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

4. Force Majeure;

5. Upon expiration of the term of this Agreement; and

6. By mutual agreement

FF. <u>USE OF RECOVERED MATERIALS</u>

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

   a) competitively within a timeframe providing for compliance with the Agreement performance schedule;

b) meeting Agreement performance requirements; or

c) at a reasonable price.

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

GG. WHOLE AGREEMENT

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

HH. MISCELLANEOUS

1. Nothing in the Agreement shall be construed to give any rights or benefits to anyone other than the City and the successful Engineer.
2. In the event there are any disagreements between the City and the Engineer with regard to any of the requirements, specifications or interpretation of the Agreement, the Engineer agrees to defer to the reasonable interpretations of the City as, from time to time may be made by the City. Ambiguities in the terms of the Agreement, if any, shall not be construed against the City.
3. The Agreement is subject to City Council approval.
4. The Engineer shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.
5. The Engineer acknowledges that 31 U.S.C. chapter 38 (Administrative Remedies For False Claims and Statements) applies to the Engineers actions pertaining to the Agreement.
6. The Uniform Rules authorize Federal Emergency Management Agency (FEMA) to require additional provisions for non-federal entity agreements. FEMA, pursuit to its authority, requires the following:
   a) To be eligible for FEMA assistance under the City's FEMA grant or cooperative agreement, the cost of the change, modification, contract amendment, or constructive change must be allowable, allocable, with the scope of its grant or cooperative agreement, and reasonable for the completion of the project scope in accordance with Section B, Amendments, above.
   b) The Engineer and their successors, transferees, assignees, and subcontractors (in accordance with Section U., Ownership of Project Documents, herein) acknowledge and agree to comply with applicable provisions governing department and FEMA access to records, accounts, documents, information, facilities, and staff (per department of Homeland Security standards terms and conditions, v. 3.0 ¶ XXVI. (2013) and (in accordance with Section. A., Access to Records, herein.)

7. Buy American Act (41 U.S.C. 10a et seq.)

   The Buy American Act applies to any contract that is funded in whole or in part by funds under the Disaster Mitigation Act of 2000. The Engineer must comply with the requirements of the Buy American Act and require that all subcontractors also comply with this Act.

(This section left blank intentionally.)

DR.4241 Columbia Canal Head Gates Repair Engineering Services
ENGRFQ0005-15-16

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

CITY OF COLUMBIA, SOUTH CAROLINA

_____ By: _____
Witness Teresa Wilson, City Manager

KLEINSCHMIDT ASSOCIATES

_____ By: _____
Witness Name/Title:

RECOMMENDED BY: _____
Joseph D. Jaco, PE, Director of Utilities and Engineering

RECOMMENDED BY: _____
Melissa A. Smith Gentry, PE, ACM for Operations

RECOMMENDED BY: _____
Sandra A. Wright, CPPB, Purchasing Agent / Director of Procurement and Contracts

Kleinschmidt.2016.DR4241.Columbia.Canal.HeadGates.Repair.Engineering.Services.agr.doc/ssl

APPROVED AS TO FORM
Legal Department City of Columbia, SC

Exhibit A, Scope of Services and Fee Proposal for Engineering Services, Phase 1

Kleinschmidt

July 5, 2016
Revised August 22, 2016

VIA E-MAIL

Ms. Shannon Lizewski, CPPO
Contracts Administrator
Utilities and Engineering Dept.
City of Columbia
1136 Washington Street, P.O. Box 147
Columbia, SC 29217

Proposal for Engineering Services, Phase 1, JN 3944006.01
ENGRFQ0005-15-16
DR4241 Columbia Canal Head Gates Repair Services

Dear Ms. Lizewski:

Kleinschmidt Associates proposes to provide the engineering services needed to rehabilitate the headworks structure of the Columbia Canal. The City of Columbia requires services to assess the condition of the headworks structure and ultimately to develop final design and construction drawings and specifications to rehabilitate the structure. It is intended that the rehabilitation program identify and propose measures to address damage to the structure and its equipment caused by the flood of October 4, 2015, and to identify mitigation measures that could be implemented to prevent the reoccurrence of future damage to and failure of canal structures downstream of the headworks as occurred on October 4, 2016. This proposal supersedes our draft proposal dated May 24, 2016.

Kleinschmidt Associates will team with Chao & Associates to provide the engineering services needed to rehabilitate the headworks structure. Kleinschmidt Associates will be the Engineer of Record, and Chao & Associates will be the sub-consultant. As discussed on May 12, the design work will be performed in two phases, and construction will be the third phase of the work; the intent is to issue the project for construction bid in 2017 with construction occurring in 2017-2018:

Phase 1 – Flood Damage Assessment
Phase 2 – Preliminary Engineering Analyses
Phase 3 - Engineering Final Design
Phase 4 – Engineering during Construction

This proposal addresses only the stone headworks structure and appurtenances and excludes any work to assess or rehabilitate the embankment dam at the east end of the headworks structure. The City has engaged the team of Michael Baker International to assess the rehabilitation of the

headwork's embankment dam, canal dike and associated water retaining structures; Kleinschmidt Associates is a member of the Michael Baker Team.

This proposal addresses only Phase 1 and Phase 2 scope of work. Kleinschmidt Associates will submit a separate proposal for engineering services for both Phases 3 and 4 after the City selects its preference from among the alternatives identified in Phases 1 and 2 and arranges for funding of the final design and construction. Phase 1 will culminate in a document that the City can use to solicit funding for rehabilitating the headworks from the Federal Emergency Management Agency (FEMA) or other federal or state agencies. The Phase 1 document will define the final scope of work for Phase 2.

SCOPE OF WORK – PHASE 1 & PHASE 2

We propose to provide the following engineering services for the rehabilitation as discussed during the scoping meeting with the City on May 12, 2016 and subsequent discussions with the City's Greg Tucker on June 28, 2016, and August 19, 2016 based on Landmark's review of draft proposals.

The second is to identify mitigation measures that could be implemented to rehabilitation the structure and equipment to prevent the reoccurrence of damage to and failure of canal structures downstream of the headworks that occurred on October 4 during a future flood event.

Although all of the proposed work is the responsibility of Kleinschmidt Associates as the Engineer of Record and performed under our direction, the following description of the work identifies which firm will perform each task.

PHASE 1 - FLOOD DAMAGE ASSESSMENT

The work of Phase 1 is to perform a flood damage assessment of the condition of the headworks structure and associated equipment and identify measures and associated costs to repair any damage and return the structure to full operational condition.

TASK 1: UNDERWATER INSPECTION

One-half of the height of the headworks structure and abandoned lock gate, and all 12 of the headgates are located below water level therefore necessitating the use of divers to assist in the assessment of flood damage to the headgate structure and its equipment.

An underwater inspection will be performed of the headworks structure, headgates inclusive of their guides and gate sills, and inspection of the lock gate and its end supports and sill. Detailed measurements will also be made on the upstream side of the headworks structure to determine the invert elevation and dimensions of the headgates and lock gate. Divers will measure the underwater portions of the gate openings and will also determine how the gate sills were constructed (e.g., with or without a lip, recessed or not recessed). The existing geometry of the sills will dictate the geometry of the new gate sill (if needed), and that geometry will affect the

total height of the gate guides if repairs or replacement are needed. The divers also will attempt to locate the upstream edge of the floor of the headworks, which is the structure's invert, to determine if the invert was damaged when sealing of the headworks was performed during the October 4 flood.

The proposed scope of work includes the services of a contractor to move debris and other material that may impede the divers' access to the gate openings. During the October 4 flood, steel frames and bags filled with rock and sand were placed against the upstream side of the headgates in an attempt to seal gate openings and reduce flow through the headworks structure. Since the flood, sunken debris has accumulated on the upstream side of the bulkheads, which could impede locating the upstream edge of the floor of the headworks floor. Divers will determine the location and extent of debris and material to be moved during a 1-day site visit/reconnaissance dive before the contractor brings lifting equipment to the headworks. The contractor may set up lifting equipment atop the headworks structure, as he has in the past, or may set an excavator on a barge on the upstream side of the structure. No debris will be removed from the river, just moved enough to allow the divers access.

The contactor's services will be used only if the divers determine that the presence of debris and other material is interfering with their ability to obtain the required information. Three days of the divers' and the contractor's time are budgeted for moving debris to allow the divers to complete their inspection work, with an additional two days of the diver's time to inspect the structure and obtain the underwater measurements. A report will be generated of the diver's their findings.

Chao & Associates will direct the divers and contractor in performing the underwater inspection using the services of the following subcontractors who will perform the work under subcontract to Kleinschmidt:

- Divers: Standard Diving and Marine Contractors. The proposed firm inspected the headworks structure and performed some repairs of the headgates in 2012-2013.
- Contractor: D&J Machinery. D&J placed the materials used to seal the headgates in October 2015 and fabricated and installed the bulkheads on the upstream side of the head gates in late 2015.

TASK 2: ABOVE WATER INSPECTION

Chao & Associates will assess the physical condition of the masonry structure above the waterline to determine what flood damage was caused to the structure. Dimensional drawings of the 1890s structure are limited therefore Chao & Associates will field measure and generate a drawing of the structure. The drawing will be used to locate areas damaged by the flood and to estimate the costs of any repairs needed. Chao & Associate's Costs for this task are included in Task 1.

Chao & Associates will develop a conceptual design for any recommended repairs for the both underwater and above water portions of the headworks structure that is described in sufficient detail, including sketches as necessary, to develop an opinion of probable costs of final design

and construction. The final design of any repairs and development of construction drawings and specifications will be generated during Phase 3.

TASK 3: EXISTING GATES AND LIFTING SYSTEM

Kleinschmidt Associates will assess the condition of the headgates and the lifting system to provide documentation to FEMA regarding whether the gates and lifting system can be repaired rather than being replaced. The assessment will identify damage to the gates and lifting system resulting from the October 4 flood, address the functionality of the gates and hoists, provide an opinion as to whether the gates and lifting system meet current design standards and codes, and determine whether the gates and lifting system could prevent a reoccurrence of the October 4 failure of the canal dike. The condition assessment will include the divers' findings from Task 1 regarding the condition of the gate sills and extent of leakage.

A description of the work needed to rehabilitate the gates and their lifting system will be provided in sufficient detail, including sketches as necessary, to develop an opinion of probable costs of final design and construction for repair of the gates and lifting system. If the gates and lifting system can be repaired, then the final design and construction drawings and specifications detailing the repair work will be generated during Phase 3.

TASK 4: CONDITION ASSESSMENT REPORT

A single report will be submitted to the City in electronic form to present the findings of the Flood Damage Assessment. Kleinschmidt understands that the City has secured the services of Landmark Consulting, LLC to facilitate the applications to FEMA and other federal or state agencies to secure funding for designing and constructing repairs to or rehabilitation of the headworks structure and associated equipment. Kleinschmidt and Chao will work with the City and Landmark to provide information and documents that the City needs to obtain funding. Kleinschmidt proposes one meeting with the City and Landmark to discuss the inspection findings and assessment report; we will revise the report accordingly and provide the final document in electronic form.

PHASE 2 – PRELIMINARY ENGINEERING ANALYSES

The Preliminary Engineering Analyses (PEA) work is intended to assess mitigation measures and other options that could be implemented to rehabilitate the headworks structure and its equipment to prevent the reoccurrence of damage and failure of canal structures as occurred during the October 4 flood event. The PEA work is also intended to assess remediation work needed to bring the circa 1890 headworks structure into code with regards to dam safety requirements.

Current federal guidelines indicate that the headworks structure and equipment should be capable of performing as needed to at least the level of a 100-year flood. Based on information recorded at the USGS river flow gages on the Broad, Saluda and Congaree Rivers during the October 4 flood event and river stage levels shown on 1995 FEMA Flood Maps, river flows at the Diversion Dam and the Canal Headworks reached a stage of between the 10 and 25 year floods;

for comparative purposes the FEMA Flood Maps indicate that the 100-year flood would overtop the headworks structure by approximately 1.5 feet, 9 feet higher than the October 4 flood event.

The means to rehabilitate the headworks structure was conceptually described in Kleinschmidt's Qualifications submitted on March 23, 2016, in response to ENGRFQ0005-15-16 (ENGRFQ) and discussed at the scoping meeting with the City on May 12, 2016. The following is a summary of the rehabilitation work described:

> The remediation of the headworks structure may include replacing the 12 headgates and associated operators, installing grizzly-type trash racks to prevent entrapment of tree-sized debris beneath the gates and a mechanical trash raking system to clear the racks, and constructing a debris-holding area at the east end of the headworks. Work may also include replacing the lock gate with a concrete equivalent of the wooden gate, evaluating the condition of masonry structure and options for repairing it, and assessing the stability of the headworks structure and means for increasing its stability if needed to bring the headworks structure into code with regard to dam safety. All designs and analyses will meet the requirements of the Federal Energy Regulatory Commission's (FERC) *Engineering Guidelines for Evaluation of Hydropower Projects (Guidelines)*. FERC's engineering guidelines are considered to be the current criteria for use in designing and assessing the water-retaining structure that is the canal's headworks structure.

TASK 1: STABILITY ANALYSIS OF HEADWORKS & CONCEPTUAL DESIGN

Kleinschmidt Associates will assess the stability of the headworks structure for compliance with FERC's *Guidelines* and State of South Carolina dam safety regulations. One section of the structure will be analyzed, typical of one gate bay. The structure will be analyzed using two-dimensional, limited-equilibrium analyses (gravity method) for the following loading conditions:

CASE	CONDITION	IMPOUNDMENT ELEVATION	CANAL WATER LEVEL ELEVATION
1	Normal pond	153.5	150.5
2	Dewatered with elevated impoundment	156.5	144.5
3	Seismic, at normal pond	153.5	150.5
4	Oct. 2015 flood, maximum recorded canal level	163.5±	156.2
5A	Inflow design flood (100-year), normal water level in canal	172.5 ±	150.5
5B	Inflow design flood (100-year), canal level at top of low dikes	172.5 ±	155±

The structure is constructed of stone masonry; therefore, stability analyses for seismic loading will be performed using the pseudo-static method based on peak ground accelerations published by the U.S. Geological Society for the project area. Foundation parameters will be based on subsurface investigations and stability analyses of the October 2015 flood.

FERC's current hazard classification of the Columbia Canal as Significant is based on the possible loss of municipal water supply if any of the water-retaining structures fail, not on the potential effects of a breach on the safety of the public downstream of the canal. FERC's *Guidelines*, Chapter 2, states that a dam whose failure would not affect public safety is classified as Low Hazard, and the inflow design flood (IDF) would be the 100-year flood. We understand that past analyses have indicated that a breach of the Diversion Dam or any of the canal's water retaining structures would have no downstream effect on public safety. The Michael Baker Team is proposing breach analyses of the dam and canal structures to support the assessment of options for rehabilitating the canal dike and associated water-retaining structures, and we expect those analyses to confirm that a breach will have no effect on public safety. Existing FEMA maps for the area below the Diversion Dam and drafts of FEMA's new flood mapping both indicate that the river will overtop the canal's headworks and dike along the canal's length during the 100-year flood and will flow into the canal. Even if the Diversion Dam can be modified to discharge the 100-year flood without overtopping the headworks structure, the river stage downstream of the dam still would overtop the canal dike in several places unless the height of the dike is increased by several feet. For these reasons, Kleinschmidt Associates' professional opinion is that the project's IDF for any hazard classification should be the 100-year flood.

If the stability analyses indicate that the structure's factors of safety do not meet the requirements of *Guidelines*, Chapter 3, Table 2A (table follows), then conceptual design analyses will be performed to determine the magnitude of force provided by post-tensioned anchors needed to bring the structure into compliance. Using post-tensioned anchors to improve the structure's stability instead of adding mass concrete would maintain the current appearance of the structure, thereby addressing any concerns that the South Carolina State Historic Preservation Office (SHPO) may have with the proposed modifications. The analyses will be sufficient to support the final design of the post-tensioned anchors and of the means for transferring the anchor loads into the masonry structure.

TABLE 2A

Alternate Recommended Minimum Factors of Safety for Use in Conjunction with a No Cohesion Assumption

Loading Condition	Factor of Safety
Worst Static Case 5/	1.5
Flood if Flood is PMF 6/	1.3
Post Earthquake	1.3

Notes:

5/ The worst static case is defined as the static load case with the lowest factor of safety. It shall be up to the analyst to determine the worst static case and to demonstrate that it truly is the worst static case.

6/ Because the PMF is by definition the flood that will not be exceeded, a lower factor of safety may be tolerated. Therefore if the worst static case is the PMF, a factor of safety of 1.3 is acceptable. If the IDF is not the PMF, then the safety factor for the worst static case shall control.

SOURCE: FERC'S GUIDELINES, CHAPTER 3

Kleinschmidt Associates will develop a conceptual design of the anchors and the concrete elements needed to transfer the anchor loads into the masonry structure and described it in sufficient detail, including sketches as necessary, to develop an opinion of probable costs of final design and construction. The final design including construction drawings and specifications detailing the design and installation of any post-tensioned anchors and concrete elements will be generated during Phase 3.

TASK 2: SUBSURFACE INVESTIGATIONS

To obtain information on the structure and foundation material needed for the stability analyses work, two borings will be drilled through the headworks structure to validate how the masonry structure was constructed, determine allowable and ultimate bearing capacities for the masonry, determine an average unit weight of the masonry, and establish a sliding friction factor along a stone masonry-to-masonry sliding plane and along a masonry-to-foundation rock sliding plane. The borings will be located in the masonry piers on the downstream side of the headgates, extending through the piers. The borings will be drilled 45 feet into the foundation rock to about the tip of any rock anchors, if needed, to assess the type of rock and its quality, strength, and unit weight for use in designing any rock anchors.

If needed, a third boring will be extended through the bridge deck between the gate piers and 24 inches into the foundation rock beneath the granite block sill floor upon which we believe the headworks to be constructed. Divers will inspect the floor area in conjunction with work for Phase 1, Task 1 and should be able to determine if a floor is present, but they will not be able to determine its thickness, and the base of the gate piers may not be at the same elevation as the underside of the floor. If the divers determine that there is no floor, then the third boring will not be needed.

All borings will be backfilled with cement grout to their full height to plug the holes. The proposed borings should be sufficient to address the final design requirements for Phase 3, barring any finding that the means used to construct the stone masonry structure varied significantly or the condition of the headgate structure is inconsistent.

F&ME will perform the subsurface investigations and materials testing under subcontract to Kleinschmidt Associates. F&ME is part of the Michael Baker Team assessing the rehabilitation of the canal's water retaining structures.

TASK 3: CONCEPTUAL DESIGN OF REPLACEMENT HEADGATES AND LIFTING SYSTEM

Kleinschmidt Associates will develop a conceptual design for replacement of the headgates their gate guides and a gate lifting system complying with the requirements of the City's ENGRFQ and as described in Kleinschmidt's Qualifications. As discussed on May 12, the gates will be equipped with HDPE (plastic) slide strips to minimize the actuator's operational loads, and the slide strips will bear on stainless-steel rub plates welded to the guides; the gates will not be equipped with rubber seals to make them water tight. The conceptual design will be described in sufficient detail, including sketches as necessary, to develop an opinion of probable costs of final design and construction.

The City may have a choice regarding the means used to operate the gates. The choice of the type of gate operator is in part determined by the type and amount of funding that can be obtained from FEMA or other federal or state agencies. Kleinschmidt will evaluate the different types of gate hoists that could be used to operate the gates including cable hoists similar to those currently used on the headgates, screw jack operators/actuators, and hydraulic cylinders. We will not consider rack-and-pinion operators because industry considers that type of system to be antiquated. We will identify the pros and cons of each of the lifting systems including ability to be operated untended and remotely, obstruction of operation by floating debris, magnitude of load that would be transferred into the gate guide frame and headworks structure, potential environmental effect due to use of petroleum-based or even "green" oils, and ease of operation and maintenance.

An assessment of the existing power supply system and its capacity to support the electrical demands of the lifting system and a trash raking system will be performed as described in Phase 2, Task 6.

The final design and construction drawings and specifications detailing the design and installation of new gates, gate guides, lifting system, and power supply system will be generated during the work of Phase 3.

TASK 4: CONCEPTUAL DESIGN FOR TRASH RACKS

Kleinschmidt Associates will develop a conceptual design for trash racks intended to prevent large debris from becoming struck beneath the head gates, which would prevent closure of the gates and would shut off flow into the canal. The conceptual design will comply with the requirements of the City's ENGRFQ as described in Kleinschmidt's Qualifications. The trash racks and support structure will look similar in geometry and construction to those at the Columbia hydroelectric plant except they racks with 6-inches of clearance between the vertical bars. The trash racks for the two eastern headgates will be designed to accept racks with closer bar spacing and side closure racks to accommodate future use as an intake for a pipeline to the water treatment plant.

The conceptual design will be described in sufficient detail, including sketches as necessary, to develop an opinion of probable costs of final design and construction. The final design and construction drawings and specifications detailing the design and installation of the trash racks and support system will be generated during Phase 3.

TASK 5: EVALUATE OF OPTIONS FOR TRASH RAKE

Kleinschmidt Associates will assess and make recommendations for a trash raking system complying with the requirements of the City's ENGRFQ and as described in Kleinschmidt's Qualifications. As discussed on May 12, Kleinschmidt Associates will evaluate the following four options available to the City for removing trash from the trash racks:

- hydraulic excavator operating from a barge in the impoundment on the upstream side of the headworks structure;

- dragline trash rake manufactured by North Fork Electric, Inc. of Crumpler, North Carolina (NFEI; http://www.nfei.com), which is the only machine capable of removing debris for distances of 25 or more feet upstream of the trash rake toe as specified and is the type of trash rake that is currently installed at the Columbia hydroelectric plant;
- Kuenz's (https://www.kuenz.com/en/hydro/trash-rack-cleaning) model that uses orange-peel buckets or grippers to lift debris from the surface or river bottom and is capable of reaching 5 to 10 feet upstream; and
- third trash rake, manufacturer to be determined, with capabilities close to meeting the City's technical requirements.

Kleinschmidt Associates will evaluate not only the cost for and installation of the trash raking system, but also the cost of operation and maintenance, the means used to move debris to the temporary debris-holding area, the cost of transporting debris and disposing of it off site, and the structural requirements for and costs to support equipment mounted on the headworks structure. Task 8 addresses the costs to construct a temporary debris-holding area, and Task 9 addresses the cost to upgrade the electrical power distribution system.

The evaluation of each trash raking system will be described in sufficient detail, including sketches as necessary, to develop an opinion of probable costs of final design and construction. Drawings and specifications detailing the requirements of the trash raking system the City selects will be generated during Phase 3.

TASK 6: ASSESS EXISTING POWER SUPPLY

Kleinschmidt Associates will assess the existing power supply to determine whether it is adequate to support power demands for the head gate operators and trash rake system, and demands for the existing restroom facility, fish ladder, and minimum-flow gate. If the existing supply is inadequate to meet demands, then Kleinschmidt will develop a conceptual design to upgrade the system for the required demands.

Kleinschmidt will develop a conceptual design for distributing power across the headworks structure for new gate operators and trash rakes, if such systems are to be installed. The conceptual design will include the means for incorporating a permanent or temporary back-up-power supply to allow the operation of the head gates upon loss of the primary power supply. The assessment and conceptual design will be described in sufficient detail, including drawings or sketches if necessary, to develop an opinion of probable costs of final design and construction. The final design and construction drawings and specifications detailing the design and construction of a new or upgraded power supply and distribution system will be generated during the Phase 3.

TASK 7: CONCEPTUAL DESIGN OF DEBRIS-HOLDING AREA

Chao & Associates will develop a conceptual design for a debris-holding area located on the east end of the headworks on the upstream side of the embankment dam. The conceptual design will comply with the requirements of the City's ENGRFQ and as described in Kleinschmidt's Qualifications. Based on discussions on May 12, the City will not consider locating a debris-

holding area on the downstream side of the embankment dam due to the potential effect on public use of that area for parking and recreational activities.

The conceptual design will be described in sufficient detail, including sketches as necessary, to develop an opinion of probable costs of final design and construction. The final design and construction drawings and specifications detailing the design and installation of the trash racks and support system will be generated during Phase 3.

TASK 8: SURVEY CANAL HEADWORKS

Chao & Associates will survey the elevation of the canal headworks and the east embankment dam including topography within 300 feet upstream and 300 feet downstream of the embankment dam. The survey will provide information needed to for the conceptual design of the headgates, trash rack, and trash rake and to determine where to locate the debris-holding area. Elevations will be based on NGVD29, the same datum used in the FERC License exhibit Drawings and FEMA flood mapping drawings. The surveys will be of sufficient detail to provide the information required to develop the final design of the rehabilitation measures.

Chao also will assess the condition and determine the capacity/load rating of the bridge that extends across the headworks structure. The inspection and condition assessment will be of sufficient detail to provide the information required for Chao to develop a conceptual or final design of any recommended repairs.

TASK 9: DEVELOP CONCEPTUAL DESIGN FOR A REPLACEMENT LOCK GATE

Chao & Associates will develop a conceptual design for replacing the existing lock gate. The existing wooden gate is not used to control flow into the discontinued lock structure, and is in need of replacement. A conceptual design will be for a double-angled, structural concrete wall shaped similarly to the existing gate; the visible portion of the downstream side of the wall could even have a nonstructural wood overlay to resemble a wooden gate. Per the ENGRFQ, the wall will be designed for the extreme flood-loading condition with the impoundment at the top of the headworks structure at approximately El. 171.0 feet and the canal at El. 150.5 feet, which is approximately equal to the 100-year flood in the Broad River. The wall will be designed as a water-retaining structure in compliance with FERC's *Guidelines* and the American Concrete Institute's design code.

The conceptual design will be described in sufficient detail, including drawings or sketches if necessary, to develop an opinion of probable costs for final design and construction. The final design and construction drawings and specifications detailing the replacement of the existing gate and construction of the new gate will be generated during Phase 2.

TASK 10: ASSIST WITH PERMITTING

Kleinschmidt and Chao will identify the local, state, and federal agencies who will require consultation and the permits required to construct the measures needed to rehabilitate the headworks structure for purposes of including permitting costs in the cost opinion of final

design. Chao & Associates will prepare an opinion of probable final design and construction to address environmental measures to be constructed on site.

Initially, only the South Carolina SHPO and FERC will be contacted to discuss potential modifications of the headworks to support the proposed rehabilitation. All other required agency and permitting contacts will be made in Phase 3.

TASK 11: PREPARE TECHNICAL BASIS REPORT

The Assessment of Mitigation Measures work will cumulate in a single Technical Basis Report (TBR) that summarizes the City's rehabilitation and mitigation options. The TBR will identify the means, methods, and assumptions used in performing the work identified by Phase 2, Tasks 1 through 10. The TBR will describe the concepts for possible modifications to the headworks structure or it's element(s) to mitigate the potential for a reoccurrence of a failure of the canal dike for a flood event that does not overtop the headworks structure. The TBR will include plans and figures as needed to describe the modifications; and include the opinion of probable costs for final design and construction.

Prior to developing the TBR, Kleinschmidt proposes to meet with the City and Landmark Consulting to discuss the results of the mitigation assessment work. The TBR would be the base document used by the City in applying to FEMA and other federal or state agencies to secure funding for designing and constructing repairs to or rehabilitation of the headworks structure and associated equipment. Kleinschmidt and Chao will work closely with the City and Landmark to provide information and documents that the City needs to obtain funding. We propose to submit a single draft of the TBR to the City and Landmark Consulting for review, followed by a meeting to discuss the TBR and comments and revisions needed. The report will be revised accordingly and a final copy of the document will be provided in electronic form.

PHASE 3 - ENGINEERING FINAL DESIGN

Not part of this proposal. Scope of work to be provided under a separate proposal at a date to be determined.

PHASE 4 – ENGINEERING DURING CONSTRUCTION

Not part of this proposal. Scope of work to be provided under a separate proposal at a date to be determined.

ENGINEERING COSTS

We will perform the proposed Phase 1 and Phase 2 Scopes of Work for the estimated cost as follows.

Phase 1 - Flood Damage Assessment:	$ 138,222
Phase 2 - Preliminary Engineering Analyses:	$ 278,604

The work will be performed on an Hourly Rate basis, and Kleinschmidt Associates agrees not-to-exceed the proposed costs without first obtaining written approval from the City. Attachment A is a breakdown of the hours and costs to be expended for Phase 1 and Phase 2 work. Attachment A also includes breakdowns for hours and costs for Chao & Associates and each subcontractors. The subcontractor D&J Machinery proposed to perform their work on a Fixed Price basis.

OPINION OF PROBABLE CONSTRUCTION COSTS

On August 19, 2916 Greg Tucker requested on that we include in this proposal an opinion of probable costs to design and construct the elements described in the Phase 2 work. The cost opinions are not based on having performed any of the conceptual design or analyses described in Phase 2. Our opinion of probable construction costs are based on engineering judgement, our current knowledge of the work that we believe is needed to remediate the headgate structure and associated equipment to mitigate a reoccurrence of a future flood related failure of the canal dike, and to rehabilitate the headworks to bring it into compliance with current dam safety requirements per the codes of appropriate regulatory agencies. As outlined in this proposal, the City will have choices to make in the final design of the means used to remediate and rehabilitate the headwords structure, our opinion of probable construction costs is based on our opinion as to what is the best means in which to remediate and rehabilitate the headwords structure. We offer no assurance that the current cost opinion will be representative of the choices the City will make nor representative of the actual costs to construct any of the work; our opinion of probable costs is provided for informational purposes only.

In the order of the remediation / rehabilitation work described in Phase 2, the following is our opinion of probable engineering design and construction costs:

CONSTRUCTION

A.	Remove Debris Materials Upstream of Headworks	$ 750,000
1.	Stabilization of Headworks, 800k anchors x 12:	$ 1,250,000
2.	Subsurface Investigations:	$ n.a.
3.	Replacement Headgates & Lifting System: 13.25'x13.5'x 12 gates + screw jack operators	$ 1,650,000
4.	Trash Racks: 6,000 sf	$ 1,500,000
5.	Trash Rake: 5 dragline rakes	$ 2,500,000
6.	Upgrade power Supply:	$ 100,000
7.	Debris Holding Area:	$ 650,000
8.	Survey Canal Headworks:	$ n.a.
9.	Replace Lock Gate: 22 lf L x 28'H, concrete	$ 200,000
10.	Permitting:	$ n.a.
11.	Technical Basis Report:	$ n.a.
	CONSTRUCTION	**$ 8,600,000**

ATTACHMENT A

TIME AND COST BREAKDOWN

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TABLE 1.0
PHASE 1

PROJECT BUDGET

Project Name: Columbia Const - Headworks Rehabilitation | Rate Schedule: USD Category | 2016 Billing Rates

Project Manager: Paul Cyr

Project No. 3944-006

Proposal Date: Revised 03/22/2016

Rates effective through and Phase 1 work at which time they are subject to change

Task No.	Sub-Consult Task No.	Task Description and Breakdown	Proj Mngr: Principal Consultant Cyr, Paul $185.00	Proj Eng, E6: Senior Engineering Consultant Remington, William $166.00	Admin: Administrative Staff Adm Staff $74.00	E6: Senior Engineering Consultant Sr Eng Con $158.00	E5: Senior Engineer Sr Eng $138.00	E4: Project Engineer Proj Eng $127.00	E3: Engineer Engineer $114.00	Drafting: Senior Designer Sr Designer $110.00	Total Task Hours	Task Labor	SubConsultant Charge 10.0%	Task Expenses	TOTAL
1.0		**Underwater Inspection**	40	8	0	0	0	0	0	0	48	$8,744	$94,247	$0	$102,991
		Coord,discussions, QA QC, mngmt	40	8							48	$8,744			
	a	Standard Diving									0	$0	$21,120		
	b	DSJ Machinery, upstream access									0	$0	$26,695		
	c	DSJ Machinery, downstream access									0	$0	$19,622		
	d	Chao									0	$0	$26,610		
											0	$0			
2.0		**Above Water Inspection**	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0
		Kleinschmidt performs in conjunction w/Task 3									0	$0			
		Chao performs in conjunction w/Task 1									0	$0			
											0	$0			
3.0		**Existing Gates & Lifting System**	16	4	0	0	0	48	0	8	76	$10,668	$0	$350	$10,958
		Inspection	8								8	$1,480			
		Conceptual design of repairs	4					24		8	36	$4,668			
		Opinion of Construction Costs		4				24			28	$3,720			
		QA QC	4								4	$740			
											0	$0			
4.0		**Assessment Report**	56	16	8	0	0	0	0	0	80	$13,640	$9,633	$1,000	$24,273
		Kleinschmidt Prep	16		4						20	$3,256			
	f	Chao prep									0	$0	$8,763		
	e	Meet with City & Landmark	8								8	$1,480	$2,870		
		Coord, discussions, client updates & discusions, QA QC, document control, proj mngmnt	32	16	4						52	$8,904			
											0	$0			
			112	28	8	0	0	48	0	8	204	$ 32,992	$103,880	$ 1,350	$133,222

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TABLE 2.0
PHASE 2

PROJECT BUDGET

Project Name: Columbia Canal - Headworks Rehabilitation Rate Schedule: USD Category

Project Manager: Paul Ojr

Project No.: 3944-006

Proposal Date: Revised 06/22/2016

Rates for Phase 2 work assumed to be 3% higher than 2016 Billing Rates

Task No.	Sub-Consult Task No.	Task Description and Breakdown	Principal Consultant (Cpt. Pnd) $190.50	Senior Engineering Consultant (Hydrogeologist, Hydrologist) $173.04	Administrative Staff (Admin Staff) $76.22	Senior Engineering Consultant (Sr Eng Con) $172.04	Senior Engineer (Sr Eng) $143.14	Project Engineer (Proj Eng) $132.21	Engineer (Engineer) $117.12	Senior Designer (Sr Designer) $113.30	Total Task Hours	Task Labor	SubConsultant Charge 10.0%	Task Expenses	TOTAL
1.0		**Stability Analyses**	22	0	0	0	0	62	0	0	82	$12,579	$0	$500	$12,579
		Stability Analyses, 1 section*5 cases	4					32			36	$4,949			
		Remediation Analyses	2					4			6	$904			
		Opinion of Construction Costs	4	8				16			28	$4,210			
		QA QC	12								12	$2,287			
											0	$0			
2.0		**Subsurface Investigations**	32	8	0	0	0	0	0	0	40	$7,432	$43,059	$250	$51,391
		Oversight, discussions, coord, rept review	32	8							40	$7,432			
	0	F&WE									0	$0	$43,059		
											0	$0			
3.0		**Headgate & Hoist - Concept Design**	10	4	0	0	4	48	0	16	82	$11,258	$0	$350	$11,608
		Conceptual Design	3					16		16	35	$4,477			
		Gate Operator options	3					16			19	$2,603			
		Opinion of Construction Costs		4				16			20	$2,783			
		QA QC	4				4				8	$1,391			
											0	$0			
4.0		**Trash Racks**	8	8	0	0	4	32	0	16	68	$8,476	$0	$300	$3,776
		Conceptual Design	4					16		16	36	$4,828			
		Opinion of Construction Costs		8				16			24	$3,477			
		QA QC	4				4				8	$1,391			
											0	$0			
5.0		**Trash Rake**	12	8	0	0	32	48	0	24	124	$17,317	$0	$500	$17,717
		Rake Options	6				24				30	$4,605			
		Conceptual Design to support options (3)						24		24	48	$6,859			
		Opinion of Construction Costs		8				24			32	$4,924			
		QA QC	6				8				14	$2,330			
											0	$0			
6.0		**Power Supply**	8	6	0	36	0	16	0	12	78	$12,845	$0	$1,700	$13,945
		Assessment	4	4		24					32	$5,037			
		Conceptual Design				8				12	20	$2,744			
		Opinion of Construction Costs		2		4		16			22	$3,131			
		QA QC	4								4	$702			
											0	$0			
7.0		**Debris Holding Area**	4	8	0	0	8	0	0	0	20	$3,294	$14,754	$100	$18,148
		Oversight, discussions, review	4	6			6				20	$3,294			
	8	Chao									0	$0	$14,754		
											0	$0			
8.0		**Survey Canal Headworks**	4	16	0	0	0	0	0	0	20	$3,531	$61,613	$100	$65,144
		Oversight, discussions, coord, review	4	16							20	$3,531			
	h	Chao - Topographic & elevation survey									0	$0	$23,947		
	i	Chao - Headgate slab structure load rating									0	$0	$23,900		
											0	$0			
9.0		**Lock Gate**	2	8	0	0	0	0	0	0	10	$1,768	$12,203	$50	$14,018
		Oversight, discussions, review	2	8							10	$1,768			
	j	Chao									0	$0	$12,203		
											0	$0			
10.0		**Permitting**	20	24	0	0	0	0	0	0	44	$7,964	$2,562	$250	$10,776
		Oversight, discussions, coordination	4	8							12	$2,147			
		SHPO & FERC contacts	16	16							32	$5,817			
	k	Chao									0	$0	$2,562		
											0	$0			
11.0		**Technical Basis Report**	198	148	22	0	0	48	0	0	312	$56,323	$6,879	$1,700	$63,193
1.0		Stability Analyses	2					12			14	$1,651			
2.0		Subsurface Investigations	4								4	$702			
3.0		Conceptual Design Report Hdgates & Hoists		4				12			16	$2,202			
4.0		Trash Racks		4				12			16	$2,202			
5.0		Trash Rake		4				12			16	$2,202			
6.0		Power Supply	6								6	$1,143			
7.0		Debris Holding Area		4							8	$1,033			
8.0		Survey Canal Headworks		4							8	$1,033			
9.0		Lock Gate		4							8	$1,033			
10.0		Permitting		8							8	$1,384			
	l	Chao - draft review	4	16							20	$3,531	$3,124		
	m	Meet with City & Landmark	16	16							32	$5,817	$3,500		
		Finalize document	4	16	6						26	$3,663			
		Coord, discussions, client updates & discussions													
		QA QC document control, proj mngmnt	80	80	16						176	$23,845			
											0	$0			
			238	244	22	36	48	344	0	68	900	$ 141,934	$132,768	$ 6,900	$278,604

Kleinschmidt

EXPENSES WORK SHEET

Task No.	Category	Phase I - Part 1 Task 4	Cost	Units	Extension
PI-P1-T4					
	Travel	Plane flights (RT to [destination])			$0.00
		Mileage	$0.560		$0.00
	Per Diem	Hotel (per person, per night)			$0.00
		Food (per day)			$0.00
	Field Equip	Use "*Field Equipment*" Sheet for prices, misc			$0.00
	Other	Copies, phones, travel, misc.	$1,000.00	1	$1,000.00
				Task Expenses:	**$1,000.00**

Task No.	Category	Phase I - Part 2 Task 1	Cost	Units	Extension
PI-P2-T1					
	Travel	Plane flights (RT to [destination])			$0.00
		Rental Car			$0.00
		Mileage	$0.560		$0.00
	Per Diem	Hotel (per person, per night)			$0.00
		Food (per day)			$0.00
	Field Equip	Use "*Field Equipment*" Sheet for prices			$0.00
	Other	KASyable software, charge per project	$250.00	1	$250.00
		Copies, phones, travel, misc.	$350.00	1	$350.00
				Task Expenses:	**$600.00**

Task No.	Category	Phase I - Part 2 Task 2	Cost	Units	Extension
PI-P2-T2					
	Travel	Plane flights (RT to [destination])			$0.00
		Rental Car			$0.00
		Mileage	$0.560		$0.00
	Per Diem	Hotel (per person, per night)			$0.00
		Food (per day)			$0.00
	Field Equip	Use "*Field Equipment*" Sheet for prices			$0.00
	Other	Copies, phones, travel, misc.	$250.00	1	$250.00
				Task Expenses:	**$250.00**

Task No.	Category	Phase I - Part 2 Task 3	Cost	Units	Extension
PI-P2-T3					
	Travel	Plane flights (RT to [destination])			$0.00
		Rental Car			$0.00
		Mileage	$0.560		$0.00
	Per Diem	Hotel (per person, per night)			$0.00
		Food (per day)			$0.00
	Field Equip	Use "*Field Equipment*" Sheet for prices			$0.00
	Other	Copies, phones, travel, misc.	$350.00	1	$350.00
				Task Expenses:	**$350.00**

Task No.	Category	Phase I - Part 2 Task 4	Cost	Units	Extension
PI-P2-T4					
	Travel	Plane flights (RT to [destination])			$0.00
		SCO truck			$0.00
		Truct gas			$0.00
	Per Diem	Hotel (per person, per night)			$0.00
		Food (per day)			$0.00
	Field Equip	Use "*Field Equipment*" Sheet for prices			$0.00
	Other	Copies, phones, travel, misc.	$300.00	1	$300.00
				Task Expenses:	**$300.00**

Task No.	Category	Phase I - Part 2 Task 5	Cost	Units	Extension
PI-P2-T5					
	Travel	Plane flights (RT to [destination])			$0.00
		Rental Car			$0.00
		Mileage	$0.560		$0.00
	Per Diem	Hotel (per person, per night)			$0.00
		Food (per day)			$0.00
	Field Equip	Use "*Field Equipment*" Sheet for prices			$0.00
	Other	Copies, phones, travel, misc.	$500.00	1	$500.00
				Task Expenses:	**$500.00**

Task No.	Category	Phase I - Part 2 Task 6	Cost	Units	Extension
PI-P2-T6					
	Travel	Plane flights (RT to [destination])	$600.00	1	$600.00
		Rental Car	$150.00	2	$300.00
		Mileage	$0.560		$0.00
		Parking & travel to airport	$100.00	1	$100.00
	Per Diem	Hotel (per person, per night)	$125.00	2	$250.00
		Food (per day)	$50.00	2	$100.00
	Field Equip	Use "*Field Equipment*" Sheet for prices			$0.00
	Other	Copies, phones, misc.	$350.00	1	$350.00
				Task Expenses:	**$1,700.00**

Task No.	Category	Phase I - Part 2 Task 7	Cost	Units	Extension
PI-P2-T7					
	Travel	Plane flights (RT to [destination])			$0.00
		Rental Car			$0.00
		Mileage, travel to Columbia meetings	$0.560		$0.00
	Per Diem	Hotel (per person, per night)			$0.00
		Food (per day)			$0.00
	Field Equip	Use "*Field Equipment*" Sheet for prices			$0.00
	Other	Copies, phones, travel, misc.	$100.00	1	$100.00
				Task Expenses:	**$100.00**

Task No.	Category	Phase I - Part 2 Task 8	Cost	Units	Extension
PI-P2-T8					
	Travel	Plane flights (RT to [destination])			$0.00
		Rental Car			$0.00
		Mileage	$0.560		$0.00
	Per Diem	Hotel (per person, per night)			$0.00
		Food (per day)			$0.00
	Field Equip	Use "*Field Equipment*" Sheet for prices			$0.00
	Other	Copies, phones, travel, misc.	$100.00	1	$100.00
				Task Expenses:	**$100.00**

Task No.	Category	Phase I - Part 2 Task 9	Cost	Units	Extension
PI-P2-T9					
	Travel	Plane flights (RT to [destination])			$0.00
		Rental Car			$0.00
		Mileage	$0.560		$0.00
	Per Diem	Hotel (per person, per night)			$0.00
		Food (per day)			$0.00
	Field Equip	Use "*Field Equipment*" Sheet for prices			$0.00
	Other	Copies, phones, travel, misc.	$50.00	1	$50.00
				Task Expenses:	**$50.00**

Task No.	Category	Phase I - Part 2 Task 10	Cost	Units	Extension
PI-P2-T10					
	Travel	Plane flights (RT to [destination])			$0.00
		Rental Car			$0.00
		Mileage	$0.560		$0.00
	Per Diem	Hotel (per person, per night)			$0.00
		Food (per day)			$0.00
	Field Equip	Use "*Field Equipment*" Sheet for prices			$0.00
	Other	Copies, phones, travel, misc.	$250.00	1	$250.00
				Task Expenses:	**$250.00**

Task No.	Category	Phase I - Part 2 Task 11	Cost	Units	Extension
PI-P2-T11					
	Travel	Plane flights (RT to [destination])			$0.00
		Rental Car			$0.00
		Mileage	$0.560		$0.00
	Per Diem	Hotel (per person, per night)			$0.00
		Food (per day)			$0.00
	Field Equip	Use "*Field Equipment*" Sheet for prices			$0.00
	Other	Copies, phones, travel, misc.	$1,700.00	1	$1,700.00
				Task Expenses:	**$1,700.00**

Kleinschmidt

SUBCONSULTANT WORK SHEET

Subconsult Task No.	Subconsultant	Worksheet	Description	Cost Estimate
		PHASE 1		
a	Standard Diving	Part 1 Task 2		$19,200
b	D&J Machinery	Part 1 Task 2	Upstream access, firm fixed price	$24,450
c	D&J Machinery	Part 1 Task 2	Downstream access, firm fixed price	$17,838
d	Chao	Canal Headworks Part 1 Tasks 1 & 2	Field Structure As-Built & Structural Evaluation	$24,191
e	Chao	Canal Headworks Part 1 Task 4	Report prep & review	$6,148
f	Chao	Canal Headworks Part 1 Task 4	Meet with Landmark & City	$2,609
		PHASE 2	Bill Rates provided were for 2016, assume 3% increase for work performed in 2017 unless noted otherwise	
g	Chao	Canal Headworks Part 2 Task 7	Debris Holding Area	$13,422
h	Chao	Headworks Survey Part 2 Task 8	Topographic & elevation survey	$23,588
i	Chao	Canal Headworks Part 2 Task 8	Headgate slab structural load rating	$23,242
j	Chao	Canal Headworks Part 2 Task 9	Lock Gate conceptual design	$11,093
k	Chao	Canal Headworks Part 2 Task 10	Permitting	$2,329
l	Chao	Canal Headworks Part 2 Task 11	Draft report review	$2,840
m	Chao	Canal Headworks Part 2 Task 11	Meet with Landmark & City	$2,687
o	F&ME		Subsurface Investigations (5% increase for work in 2017)	$39,690
			TOTAL SUBCONSULTANTS	**$213,328**

Paul Cyr

Subject: FW: COLUMBIA CANAL - HEADWORKS BORINGS
Attachments: Headwork Boring Estimate - Kleinschmidt 5-24-16.xlsx

From: Adam Shannon
Sent: Tuesday, May 24, 2016 11:25 AM
To: Paul Cyr (Paul.Cyr@KleinschmidtGroup.com)
Cc: Shawn Epps; Dan Chism
Subject: RE: COLUMBIA CANAL - HEADWORKS BORINGS

Paul,

As requested F&ME has developed an estimate to perform the borings in the Headwork Structure. The following is our assumptions:

- A Kleinschmidt representative will be onsite daily during all drilling operations.
- Three (3) total borings will be performed.
- Two (2) borings will penetrate the deck riding surface and extend through the structure to the interface of the structure/bedrock and then continue to a depth of 45' into the sound bedrock.
- One (1) boring will penetrate the deck riding surface between the piers and extend through the water to the top of the sill where coring will begin to determine thickness of the sill element.
- At the completion of the drilling operation all borings will be grouted.
- During drilling operations there will be no pedestrian or vehicular access across the Headwork Structure.
- Laboratory Testing will consist of two (2) compressive strengths and one (1) unit weight measurement per boring.
- All operations will be performed during daylight hours between 7 AM and 6 PM Monday thru Friday.
- No special access equipment (lifts, barges, crane, etc.) has been included. It is anticipated that the drill rig can drive up to boring locations.
- It is anticipated that the drilling activities will not exceed six (6) days.
- It is not anticipated that cuttings or drilling fluids will be contained.
- Drilling equipment will operate using standard petroleum based fluids.

Kleinschmidt will be responsible for but not limited to the following:

- Marking boring locations in the field.
- Surveying final boring locations.
- Coordination with the City regarding closure of access across Headwork Structure.
- Permissions to access the Headwork Structure.
- Coordination with the City and Regulatory Agency regarding emergency response.
- Conformation that Headwork Structure is structurally adequate to support all loadings from drilling operation.

The following is a summary of our fee estimate:

Project Management..... $900.00
Clearing Each Boring Location – Repair Deck Surface At Completion of Each Boring.. $4,200.00
Field Drilling Operation..... $27,600.00
Laboratory Testing..... $3,300.00
Final Boring Logs and Letter Report..... $1,800.00
Total..... $37,800.00

1 If work performed in 2017 assume 5% increase. P.Cyr 08-22-2016

As the project proceeds if it is decided that the third boring is not needed we will issue you a credit back for work not performed.

We will continue to work on the formal proposal for this work and have it back to you later this week.

If you have any questions please let us know.

Thanks,

Adam

Adam J. Shannon
Senior Vice President

F&ME CONSULTANTS
3112 Devine Street | Columbia, SC 29205
P 803.254.4540 | F 803.254.4542 | C 803.518.0218
ashannon@fmecol.com | www.fmecol.com

Geotechnical • Environmental • Materials

F&ME Consultants
Geotechnical
Columbia Canal Embankment Repair - Headgate Drilling Operations
Task Detail
Richland County, SC

Date: May 24, 2016
Prepared by: AJS & SCE

Task	Item	Quantity	Units	Rate	Total	Comments
1	**Project Management**					
	Senior Principle Geotechnical Engineer		hours	$230.00	$0.00	
	Senior Geotechnical Engineer		hours	$150.00	$0.00	
	Geotechnical Engineer	3.25	hours	$125.00	$406.25	
	Geotechnical Engineer-in-Training		hours	$75.00	$0.00	
	Geologist		hours	$90.00	$0.00	
	Associate Geologist		hours	$65.00	$0.00	
	Project Principle		hours	$215.00	$0.00	
	Project Manager	3.00	hours	$165.00	$495.00	
	Senior Geotechnical Technician		hours	$75.00	$0.00	
	Technician		hours	$65.00	$0.00	
	Hand Auger Team (Technician x2)		hours	$130.00	$0.00	
	Environmental Scientist		hours	$110.00	$0.00	
	Environmental Technician		hours	$75.00	$0.00	
	CADD		hours	$70.00	$0.00	
	Clerical		hours	$55.00	$0.00	
	Labor				**$901.25**	
2	**Clearing of Boring Locations - Repair Deck Surface At Completion of Each Boring**					
	Senior Principle Geotechnical Engineer		hours	$230.00	$0.00	
	Senior Geotechnical Engineer		hours	$150.00	$0.00	
	Geotechnical Engineer		hours	$125.00	$0.00	
	Geotechnical Engineer-in-Training		hours	$75.00	$0.00	
	Geologist		hours	$90.00	$0.00	
	Associate Geologist		hours	$65.00	$0.00	
	Project Principle		hours	$215.00	$0.00	
	Project Manager		hours	$165.00	$0.00	
	Senior Geotechnical Technician	4.00	hours	$75.00	$300.00	Clear boring locations - Repair Post Boring Operation -
	Technician	4.50	hours	$65.00	$292.50	Assist with boring location scans - Support Repair Procedure -
	Hand Auger Team (Technician x2)		hours	$130.00	$0.00	
	Environmental Scientist		hours	$110.00	$0.00	
	Environmental Technician		hours	$75.00	$0.00	
	CADD		hours	$70.00	$0.00	
	Clerical		hours	$55.00	$0.00	
	Labor				**$592.50**	
	SPT Drill Rig Mobilization		LS per Mob	$650.00	$0.00	
	CPT Drill Rig Mobilization		LS per Mob	$1,500.00	$0.00	
	Rotosonic Drill Rig Mobilization		LS per Mob	$950.00	$0.00	
	Water Based Drilling Platform Mobilization		LS per Mob	$4,000.00	$0.00	
	Crane Mobilization		LS per Mob	$1,500.00	$0.00	
	Land Based Non ATV SPT Drilling		day	$3,995.00	$0.00	
	Land Based ATV SPT Drilling		day	$4,225.00	$0.00	
	Land Based Rotosonic Drilling		day	$5,600.00	$0.00	
	Water Based Drilling		day	$7,475.00	$0.00	
	Crew Boat		day	$200.00	$0.00	

F&ME Consultants
Geotechnical
Columbia Canal Embankment Repair - Headgate Drilling Operations
Task Detail
Richland County, SC

Date: May 24, 2016
Prepared by: AJS & SCE

Task	Item	Quantity	Units	Rate	Total	Comments
	Crane		day	$5,000.00	$0.00	
	Hand Clearing		day	$2,400.00	$0.00	
	Mechanized Clearing		day	$2,200.00	$0.00	
	Drilling through Existing Structure		day	$6,000.00	$0.00	
	Structure Coring		day	$2,875.00	$0.00	
	Down Hole Seismic Testing		each	$3,900.00	$0.00	
	Multi-Channel Analysis of Surface Waves (MASW)		days	$2,500.00	$0.00	
	Non Freeway Lane Closure		day	$2,200.00	$0.00	
	Freeway Lane Closure		day	$3,700.00	$0.00	
	Private Utility Locate		day	$2,000.00	$0.00	
	Ground Penetrating Radar	0.50	day	$1,600.00	$800.00	
	Directs				**$800.00**	
	Total Labor + Directs				**$1,392.50**	
	Total for	**3.00**	**Borings**		**$4,177.50**	
3	**Field Drilling Operation**					Assume Each Boring Will Require Two Days: Three Borings = 6 Days
	Senior Principle Geotechnical Engineer		hours	$230.00	$0.00	
	Senior Geotechnical Engineer		hours	$150.00	$0.00	
	Geotechnical Engineer		hours	$125.00	$0.00	
	Geotechnical Engineer-in-Training		hours	$75.00	$0.00	
	Geologist		hours	$90.00	$0.00	
	Associate Geologist		hours	$65.00	$0.00	
	Project Principle		hours	$215.00	$0.00	
	Project Manager		hours	$165.00	$0.00	
	Senior Geotechnical Technician		hours	$75.00	$0.00	
	Technician	48.00	hours	$65.00	$3,120.00	8 hours per day, 6 days total
	Hand Auger Team (Technician x2)		hours	$130.00	$0.00	
	Environmental Scientist		hours	$110.00	$0.00	
	Environmental Technician		hours	$75.00	$0.00	
	CADD		hours	$70.00	$0.00	
	Clerical		hours	$55.00	$0.00	
	Labor				**$3,120.00**	
	SPT Drill Rig Mobilization	1.00	LS per Mob	650.00	$650.00	
	CPT Drill Rig Mobilization		LS per Mob	1,500.00	$0.00	
	Rotosonic Drill Rig Mobilization		LS per Mob	950.00	$0.00	
	Water Based Drilling Platform Mobilization		LS per Mob	4,000.00	$0.00	
	Crane Mobilization		LS per Mob	1,500.00	$0.00	
	Land Based Non ATV SPT Drilling	6.00	day	3,995.00	$23,970.00	2 days per boring, 3 borings
	Land Based ATV SPT Drilling		day	4,225.00	$0.00	
	Land Based Rotosonic Drilling		day	5,600.00	$0.00	
	Water Based Drilling		day	7,475.00	$0.00	
	Crew Boat		day	200.00	$0.00	
	Crane		day	5,000.00	$0.00	
	Hand Clearing		day	2,400.00	$0.00	
	Mechanized Clearing		day	2,200.00	$0.00	
	Sediment Sampling		day	1,365.00	$0.00	
	Drilling through Existing Structure		day	6,000.00	$0.00	
	Structure Coring		day	2,875.00	$0.00	
	Down Hole Seismic Testing		each	3,900.00	$0.00	

F&ME Consultants
Geotechnical
Columbia Canal Embankment Repair - Headgate Drilling Operations
Task Detail
Richland County, SC

Date: May 24, 2016
Prepared by: AJS & SCE

Task	Item	Quantity	Units	Rate	Total	Comments
	Multi-Channel Analysis of Surface Waves (MASW)		days	2,500.00	$0.00	
	Non Freeway Lane Closure		day	2,200.00	$0.00	
	Freeway Lane Closure		day	3,700.00	$0.00	
	Drill Crew Per Diem & Lodging		day	350.00	$0.00	

Paul Cyr

Subject: FW: Canal Head Gate Fee Breakdown

Standard Diving
Subconsultant Task No. (a)
.
P.Cyr 07-01-2016

From: Gary Weaks [mailto:gweaks@standarddiving.com]
Sent: Thursday, June 09, 2016 5:33 AM
To: Gerald Lee <GeraldL@chaoinc.com>
Cc: David Chao <DavidC@chaoinc.com>
Subject: RE: Canal Head Gate Fee Breakdown

Gerald,

Let's try this again. Will be on the road today but call if you need anything.

We will be required to perform an underwater condition assessment of the Columbia Canal Head Gates. An initial inspection will be made to ascertain the accessibility of the submerged portions of the head gates. If denied access to the gates and gate components we will be called upon to assist and direct the removal of debris and sealing materials. Upon gaining access to the head gate structures we shall perform damage/condition assessments and measure the structures as directed. We have planned for approximately 5 diving days onsite with a maximum mobilization of 3. The diving technique to be used during the course of the inspections shall surface supplied diving with communications.
Pricing is predicated on a 4 man station 10 hour day.

Submitted Fee: **$19,200.00**

Man Hours: 200/Man Hour Rate: $75.50
Lodging: $1,000.00
Per Diem: $700.00
Fuel, Consumables: $625.00
U/W Video/Clearwater Box Photography: $1,775.00

Let me know if you require any additional information.

Thanks,
Gary

Standard Diving & Marine Contractors, LLC
P.O. Box 2011, Mt. Pleasant, SC 29465-2011
843.566.1766 Office
843.566.1768 Fax
843.442.9607 Cell
gweaks@standarddiving.com

D & J MACHINERY AND RIGGIN G

WHERE PRECISION COUNTS

June 9, 2016

Chao And Associates
7 Clusters Ct.
Columbia, SC 29210

Attn: Mr. David Chao
Ref: Columbia Canal Head Gate Clean Out and Inspection

We are pleased to offer this breakdown as per your recent request.

Up Stream :Barge mobilization in to include 4 oversize permitted loads. Subconsultant Task No. (b)
Barge mobilization out to include 4 oversize permitted loads. P. Cyr 07-01-2016
322 BL Cat Excavator equipped with claw and thumb, to include oversized load in and out.
Crane to offload and load out sections.

Labor for all of the above. $7,200.00
Transportation, Insurance, Equipment Rental, Overhead, And Maintenance $17,250.00
Base price $24,450.00 This price includes one mobilization in and out as well as all fuel and insurance.

Down Stream:
18 ton Deck Crane to include tractor-trailer to deliver and pick up. Subconsultant Task No. (b)
40/ 60 Versa Lift to include tractor and trailer to deliver and pick up. P. Cyr 07-01-2016
Dump truck of adequate size to drive out on head gate structure for debris removal.
Dismantle and remove lift system to access down stream side of bulkhead.

Labor for all of the above. $9,000.00
Transportation, Insurance, Equipment Rental, Overhead, And Maintenance $8,838.00
Base Price $17,838.00. This price includes one mobilization in and out as well as fuel and insurance.

These are Firm Fixed Prices and are based on all work being done in 5 days. Should this project take additional time this price will be increased due to unknowns.
There is no way of knowing how much debris is at the bottom of the up or down stream side of the bulkheads.
There is no way of knowing what the visibility will be reduced to at that depth for the divers once the debris has been disturbed.
There is no way of knowing how much mud and debris have collected at the bulkheads since the flood.
Current has been virtually stopped by the bulkheads so the amount of time for visibility to return is unknown.

We hope this meets with your approval and look forward to working with you on another successful project

Sincerely, Darrell Harbour

D&J Machinery And Rigging LLC
P.O. BOX 726
LEXINGTON, SOUTH CAROLINA 29071

803-359-7444 or 803-917-0819

CHAO CONSULTING ENGINEERS

ESTIMATE OF ENGINEERING FEES

note: data input in red, all other cells protected . . . . also see cell 70 for instructions

C:\Users\davidc\Desktop\[Canal Headwork.xls]Phase I (Part 1)!

Project Description/Location: Canal Headwork Phase 1
Client:
Design Assumptions:

Prepared By/Date: David Chao
Reviewed By/Date:

Manhours by Classification

	Direct Labor Estimate:	PM	PDE	DE	Degr	TECH	Surveyor	AA	Total
		121	106	94	85	82	63	57	
(d)	Field Structure As-Built & Structural Evaluation	8	16	40	80	56		4	204
									0
									0
									0
(e)	Evaluation Report	4	8	12		6		2	32
									0
(e)	Final Draft review	1	2	6					9
									0
(f)	Coordination & meeting w/Landmark & City	8		8					16
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
	Manhour Totals:	21	26	66	80	62	0	6	261
	Billing Rate :	$173.91	$173.91	$152.17	$110.00	$86.96	$130.43	$65.22	
	TOTAL :	$3,652.11	$4,521.66	$10,043.22	$8,800.00	$5,391.52	$0.00	$391.32	

Subconsultant Task Nos.
P. Cyr 07-01-2016

Direct Non-Salary Cost Estimate:

	UNITS	UNIT COST*	ITEM COST
Travel (mileage), per vehicle-mile		$0.600	$0.00
Air Fare, per airline ticket		$600.00	0.00
Ground Transport, per vehicle-trip		30.00	0.00
Meals, per person per day		35.00	0.00
Lodging, per room-night		80.00	0.00
Photocopies, per copy	300	0.15	45.00
Blackline or Blueline Prints, per sheet	20	1.50	30.00
Bond or Vellum Reproductions, per sheet		3.50	0.00
Paper Sepias, per sheet		3.00	0.00
Mylar Sepias, per sheet		10.00	0.00
Photograph colored Copy	50	1.20	60.00
Long Distance Telephone, per call		3.00	0.00
Debris Remove for Underwater Evaluation			0.00
Snooper			0.00
Diver (5 days)			0.00
		TOTAL DNSC:	**$135.00**

*** - rates are suggested; modify as needed**

Summary

TOTAL DL + OH:	$32,799.83
FEE (cell k56):	0.00
TOTAL DNSC:	135.00
FEE (cell k58):	13.50
TOTAL SUBS :	
FEE (cell k60):	0.00
Grand Total:	$32,948.33

printed 06/29/16 04:59 PM

CHAO

ESTIMATE OF ENGINEERING FEES

note: data input in red, all other cells protected . . . . also see cell 70 for instructions

C:\Users\davidc\Desktop\Canal Headwork.xls|Phase I (Part 1)

Project Description/Location: Canal Headwork Phase 2
Client:
Design Assumptions: If work performed in 2017 assume 3% increase in billing rates. P.Cyr 08-22-2016

Prepared By/Date: David Chao
Reviewed By/Date:

Manhours by Classification

	Direct Labor Estimate:	PM	PDE	DE	Degr	TECH	Surveyor	AA	Total
		121	106	94	85	82	63	57	
									0
									0
									0
									0
(h)	Headgate Slab Structural Load Rating (task 8)	6	24	40	40			4	114
									0
(j)	Lock Gate Concept Design (task 9)	6	8	32	24	8		2	80
									0
(g)	Debris Holding Area (task 7)	6	12	40	24	12		2	96
									0
									0
									0
(k)	Permitting (task 11)	2	4	8					14
									0
(l)	Draft review (task 11)	2	6	8					16
									0
(m)	Coordination & meeting w/ Client (task 11)	8		8					16
									0
									0
									0
									0
									0
									0
									0
	Manhour Totals:	30	54	136	88	20	0	8	336
	Billing Rate :	$173.91	$173.91	$152.17	$110.00	$86.96	$130.43	$65.22	
	TOTAL :	$5,217.30	$9,391.14	$20,695.12	$9,680.00	$1,739.20	$0.00	$521.76	

Subconsultant Task Nos.
P. Cyr 07-01-2016

Direct Non-Salary Cost Estimate:

	UNITS	UNIT COST*	ITEM COST
Travel (mileage), per vehicle-mile		$0.600	$0.00
Air Fare, per airline ticket		$600.00	0.00
Ground Transport, per vehicle-trip		30.00	0.00
Meals, per person per day		35.00	0.00
Lodging, per room-night		80.00	0.00
Photocopies, per copy	300	0.15	45.00
Blackline or Blueline Prints, per sheet	20	1.50	30.00
Bond or Vellum Reproductions, per sheet		3.50	0.00
Paper Sepias, per sheet		3.00	0.00
Mylar Sepias, per sheet		10.00	0.00
Photograph colored Copy	50	1.20	60.00
Long Distance Telephone, per call		3.00	0.00
Debris Remove for Underwater Evaluation			0.00
Snooper	1	6,000.00	6,000.00
Diver (5 days)			0.00
		TOTAL DNSC:	**$6,135.00**

*** - rates are suggested; modify as needed**

Summary

TOTAL DL + OH:	$47,244.52
FEE (cell k56):	0.00
TOTAL DNSC:	6,135.00
FEE (cell k58):	613.50
TOTAL SUBS :	
FEE (cell k60):	0.00
Grand Total:	$53,993.02

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ESTIMATE OF ENGINEERING FEES

note: data input in red, all other cells protected . . . . also see cell 70 for instructions

\PROPOSAL\Letter Fee\Survey\2016\Canal Headworks\[Manhours Workshoot Canal Headworks.xls]sample estimate

Project Description/Location: Columbia Canal Headworks Surveying (Phase 2 Task 8)
Client:
Design Assumptions:

Subconsultant Task No. (h)
P. Cyr 07-01-2016
If work performed in 2017 assume 3% increase in rates. P.Cvr 08-22-2016

Prepared By/Date: Gerald Lee June 29, 2016
Reviewed By/Date:

Manhours by Classification

Direct Labor Estimate:	PM	Survey Crew	TECH	Surveyor	Total
	173.91	130.43	86.96	152.17	
Recover Horizontal / Vertical Control		4	2	4	10
Establish Control for Const. Layout		4	2	4	10
					0
Topographic Survey		30		8	38
Structural Detail Survey		24		8	32
					0
					0
					0
					0
QA/QC	8				8
					0
					0
Project Calculations / Reductions			45		45
Project Management/Coordination/Engineering Calculations	16			16	32
					0
Manhour Totals:	24	62	49	40	175
Billing Rate (excluding fees):	$173.91	$130.43	$86.96	$152.17	
TOTAL :	$4,173.84	$8,086.66	$4,261.04	$6,086.80	

Direct Non-Salary Cost Estimate:	UNITS	UNIT COST*
Travel (mileage), per vehicle-mile	234	$0.555
Misc. Supplies (est lump sum)	1	$125.00
Boat (estimated per day)		$75.00
Meals, per person per day		$35.00
Lodging, per room-night		$80.00
Photocopies, per copy		$0.15
Blackline or Blueline Prints, per sheet		$1.50
Bond or Vellum Reproductions, per sheet		$3.50
Paper Sepias, per sheet		$3.00
Mylar Sepias, per sheet		$10.00
Photograph colored Copy		$1.20
Long Distance Telephone, per call		$3.00
Facsimile, per call		$2.00
Overnight Postage, per package		$30.00
other (describe): survey+GPR		$1.00
		TOTAL DNSC:

* - rates are suggested; modify as needed

Summary	
	$22,608.34
	0.00
	254.87
	38.23
	0.00
	$22,901.44

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ATTACHMENT B

Removed intentionally.

ATTACHMENT C

Removed intentionally.

ATTACHMENT D

BILLING RATES

COLUMBIA CANAL EMBANKMENT REPAIR SERVICES
PHASE 1 – CANAL EMBANKMENT ASSESSMENT

KLEINSCHMIDT ASSOCIATES
2016 CATEGORY RATES

CATEGORY	HOURLY BILLING RATE
SENIOR MANAGERS/CONSULTANTS	
President M3	$215.00
Department Manager M2	$205.00
Principal Consultant F1	$185.00
Senior Manager M1G	$180.00
Team Leader M1T	$156.00
ENGINEERS	
Senior Engineering Consultant E6	$168.00
Senior Engineer E5	$138.00
Project Engineer E4	$127.00
Engineer E3	$114.00
Staff Engineer E2	$106.00
Engineer Technician E1	$82.00
LICENSING COORDINATORS/PLANNERS	
Senior Regulatory/Planner Advisor L/P7	$188.00
Senior Licensing Coordinator/Planner L/P6	$142.00
Project Licensing Coordinator/Planner L/P5	$118.00
Licensing Coordinator/Planner L/P4	$105.00
Staff Licensing Coordinator/Planner L/P3	$88.00
Associate Licensing Coordinator/Planner L/P2	$75.00
Licensing Coordinator/Planner Technician L/P1	$65.00
SCIENTISTS	
Senior Science Advisor S7	$188.00
Senior Scientist S6	$142.00
Project Scientist S5	$118.00
Scientist S4	$105.00
Staff Scientist S3	$85.00
Associate Scientist S2	$75.00
Scientist Technician S1	$65.00
DESIGNERS/DRAFTERS	
Senior Designer D4	$110.00
Designer D3	$99.00
Senior Drafter D2	$85.00
Drafter D1	$75.00
ADMINISTRATIVE SUPPORT	
Administrative Coordinator A5	$98.00
Senior Administrative Staff A4	$80.00
Administrative Staff A3	$74.00
Associate Administrative Staff A2	$61.00
Office Assistant A1	$57.00

Billing Rate Multiplier: 3.83 (Direct Labor + Payroll Taxes & Benefits + Overhead) x Profit

Multiplier Breakdown:

Direct Labor:	1.00
Payroll Taxes, Benefits, Retirement:	0.56
Overhead:	1.89
Profit:	1.11

CHAO
AND ASSOCIATES, INC.
CONSULTING ENGINEERS

FEMA Rate Schedule

Principal	$173.91/hr.
Senior Engineer	$173.91/hr.
Senior Designer	$152.17/hr.
Senior Cadd Technician	$ 86.96/hr.
Clerk	$ 65.22/hr.
Registered Surveyor	$152.17/hr.
Two Man Station	$130.43/hr.
Two Man Station w/ Robotic	$130.43/hr.
Three Man Station	$182.6/hr.

Reimbursable Schedule

Mileage	$ 0.555/mile
Color Prints (8 1/2x 11)	$1.00/sheet
Black Prints (8 1/2x 11)	$0.15/sheet
Large drawing print	$3.50/sheet
GPR testing	$1,500/day

All others apply 1.10 multiplier.

7 Clusters Court, Columbia, South Carolina 29210 TEL: (803) 772-8420 FAX: (803) 772-9120 EMAIL: consult@chaoinc.com

EXHIBIT B – SUBCONSULTANT/SUBCONTRACTOR BUSINESS INFORMATION

Project: DR 4241 Columbia Canal Head Gates Design Repair 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)
Standard Diving and Marine Contractors, LLC P.O. Box 2011 Mt. Pleasant, SC 29465 DUNS: 832259050 CAGE: 5YNZ8	Gary Weaks (843) 566-1766	Underwater Condition Assessment	L: $15,100.00 D: $4,100.00 $19,200.00
D&J Machinery and Rigging, LLC P.O. Box 726 Lexington, SC 29071 DUNS: 066362344 CAGE: 3KGX7	Darrell Harbour (803) 359-7444	Head Gate Clean Out and Inspection	L: $16,200.00 D: $26,088.00 $42,288.00
F&ME Consultants, Inc. 3112 Devine Street, #B Columbia, SC 29205 DUNS: 043692631 CAGE: 7EXW6	Shawn Epps, P.E. (803) 254-4540	Subsurface Investigations	L: $8,700.00 D: $29,100.00 $37,800.00
Chao & Associates (MBE) 7 Clusters Court Columbia, SC 29210 DUNS: 189168735 CAGE: 3HMY5	Jimmy Chao, P.E. (803) 772-8420	Structural Evaluation and Field Structure As-built	L: $102,652.59 D: $7,190.00 $109,842.59

TOTAL: $ 209,130.59

Kleinschmidt Associates
Consultant DUNS: 067051037, CAGE: 3CHW0

August 26, 2016
Date

By
Paul Cyr
I certify this information is true and correct.

Rev Purchasing Div_08 08 13

Exhibit C, Small, Minority, Women-Owned Business Objectives

Exhibit C

SMALL, MINORITY, WOMEN-OWNED BUSINESS OBJECTIVES

INCLUDING LABOR SURPLUS UTILIZATION PLAN

INSTRUCTIONS: This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Small, Minority and Women-owned Business Enterprise (SMWBE) under the contract. This form includes federally required Labor Surplus Utilization efforts. Attach additional sheets if necessary.

If you are a SBE, MBE WBE, or other type of disadvantaged business enterprise, please check one of the following boxes:

SBE ☐ MBE ☐ WBE ☐ Other _____

1. In the spaces below, report the anticipated dollars that you intend to subcontract to each business type if a contract or agreement is awarded to your firm. (If you do not intend to subcontract any work to others, even if you are a S/M/WBE, put zeros in the spaces below).

   Total **SBE Participation Percentage** to be subcontracted ____0____%

   Total **MBE Participation Percentage** to be subcontracted ____26.3____%

   Total **WBE Participation Percentage** to be subcontracted ____0____%

   Total **Other DBE Participation Percentage** to be subcontracted____0____%

2. If you are not a SBE, MBE, or WBE and you do not plan to utilize such firms in this agreement, please state your reasons and use an additional page if needed:

_____

_____

_____

_____

LABOR SURPLUS UTILIZATION PLAN

In accordance with federal requirements, the City also encourages the use of firms located in labor Surplus areas. A Labor Surplus area is an area designated by the Secretary of Labor as having concentrated unemployment or underemployment in comparison with other areas. Used as one of the criteria for designating economically disadvantaged vendors/suppliers. **If your business is located in a labor surplus area, please check here:** ☐

Define the LSA here_____

The City anticipates that this effort will be continued to the maximum extent practicable throughout the life of the contract or agreement. Any changes or modification to the contract/ agreement will include, at a minimum the same proposed goals included in the negotiated agreement/contract.

The goals provided by the Successful Offeror shall be incorporated into the final contractual agreement between the parties or as amended through final contract negotiations.

By submitting this Exhibit, the respondent certifies he/she is an authorized representative of the company, understands and will comply with all requirements herein in any awarded action.

Paul E Cyr

Signature

8/26/2016

Date

PAUL E. CYR, VICE PRESIDENT

(Print Name)

KLEINSCHMIDT ASSOCIATES

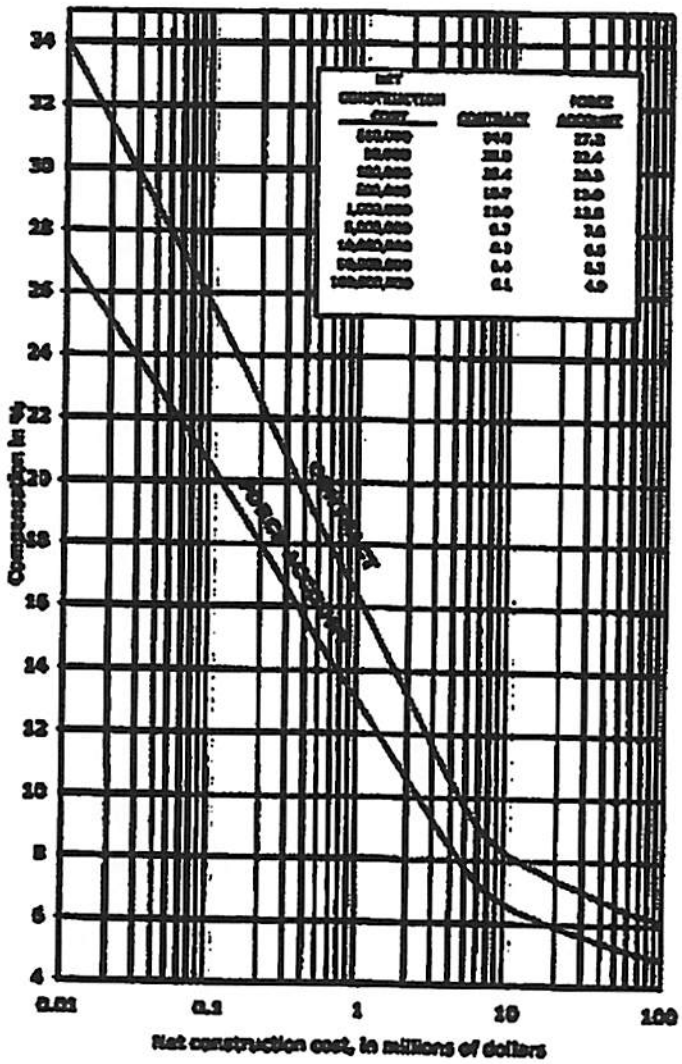
Business Name

Exhibit D, Figure 3 – Engineering and Design Services of Above Average Complexity in the FEMA PA 322 Guide, 2007

Exhibit D

Engineering and Design Services of Above-Average Complexity

CURVE A. COMPENSATION FOR BASIC SERVICES EXPRESSED AS A PERCENTAGE OF CONSTRUCTION COST FOR PROJECTS OF ABOVE-AVERAGE COMPLEXITY AND NON-STANDARD DESIGN



NOTE: "Contract" and "Force Account" above mean engineering and design services performed by contract or by an applicant's own employees, respectively.

We Are Columbia

MEETING DATE: **September 6, 2016**

DEPARTMENT: **Legal**

FROM: ***Shari Ardis, Legal Administrator***

SUBJECT: **Ordinance No.: 2016-046 - An Eleventh Supplemental Ordinance providing for the issuance and sale of City of Columbia, South Carolina, Waterworks and Sewer System Revenue Bonds, in one or more series, in the aggregate principal amount of not exceeding $281,000,000, in order to refinance certain outstanding indebtedness and to finance various capital projects and improvements to the system, any necessary debt service reserves and issuance costs; authorizing the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, to determine certain matters with respect to the bonds; prescribing the form and details of such bonds; adopting continuing disclosure procedures; and other matters relating thereto**

FINANCIAL IMPACT:

ATTACHMENTS:

- Memo -WS Bond Amt and Underwriter - 6.01.16 (PDF)
- 2016-046 11th Supp WW Sewer Revenue Bonds NTE $281,000,000 rev 83106.doc (PDF)

HISTORY:

06/07/16	**City Council**	**DEFERRED**
08/16/16	**City Council**	**APPROVED ON FIRST READING**

We Are Columbia

TO: **Teresa Wilson, City Manager**

FROM: **Jeff Palen, Assistant City Manager/Chief Financial Officer**

SUBJECT: **W&S Bond Amount and Underwriting Team Recommendation**

DATE: **June 1, 2016**

On the June 7, 2016 council meeting agenda is Ordinance No. 2016-046 which provides for the issuance of W&S revenue bonds in a not-to-exceed par amount of $281,000,000. The breakdown for this amount is as follows:

(a) $72 million – for system improvements and upgrades (new money)
(b) $209 million – refinancing of the Series 2010 and Series 2011A bonds

As previously directed by council, on February 16, 2016 the City disseminated its Request for Statement of Qualifications: Underwriter (the "2016 RFQ") to 16 financial institutions for the purpose of establishing an underwriting team on the anticipated public offering of one or more series of System bonds under a negotiated sale format this summer. Recipients of the 2016 RFQ were those firms which had (a) actively called on the City since its last underwriter solicitation process which took place in 2014 and/or (b) previously provided the winning bid on competitively sold bonds within the last ten years. To further broaden the candidate pool, procurement staff within the City's Finance Department electronically posted the 2016 RFQ the same day as its direct dissemination to the previously referenced 16 firms. On the following page is an alphabetical listing of the firms which received the 2016 RFQ and the total number of responses received by the City.

The following criteria (in no particular order of importance or ranking) were used during the review process of each proposal submitted to the City:

1. Qualifications and experience of assigned personnel and firm
2. Capability to provide required services
3. Prior experience with projects and/or plans of finance on behalf of the City of Columbia
4. Prior experience with combined utility systems and/or similar projects or plans of finance on behalf of other South Carolina or southeast local governments
5. South Carolina and/or southeast based public finance presence

Based on this criteria, the totality of information submitted by each firm in response to the 2016 RFQ, and the $281 million not-to-exceed par amount identified in the Ordinance authorizing the issuance of Series 2016 System bonds (i.e., up to $72 million for System improvements and

Jeff Palen • Assistant City Manager / Chief Financial Officer
1737 Main Street, P.O. Box 147, Columbia, SC 29217
Office: 803-545-4308 • Email: jmpalen@columbiasc.net

We Are Columbia

upgrades and up to $209 million for the refinancing for savings of some or all of the outstanding and callable Series 2010 and Series 2011A bonds of the System), it is recommended that the City utilize the following underwriting team::

Co-Senior Managers	Co-Managers
PNC	Loop Capital
Raymond James	Siebert, Brandford, Shank

Firms that received and responded:

	Receipt of RFQ		
	from Direct Dissemination from City	from Electronic Posting by City	Proposal Submitted
Academy Securities		✔	✔
B of A Merrill	✔		✔
BB&T	✔		✔
Cetus	✔		
Citi	✔		✔
First Citizens	✔		
FTN	✔		✔
Jefferies	✔		✔
JP Morgan	✔		✔
Loop Capital	✔		✔
PNC	✔		✔
Raymond James	✔		✔
Siebert, Brandford Shank	✔		✔
South State	✔		
Stephens	✔		✔
Stern Brothers		✔	✔
TC Securities	✔		✔
Wells Fargo	✔		✔
Responses Received Via Direct RFQ Dissemination:			13
Responses Received Via Electronic RFQ Posting:			2
Total Responses Received:			15

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CITY OF COLUMBIA, SOUTH CAROLINA

ORDINANCE NO.: 2016-046

AN ELEVENTH SUPPLEMENTAL ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF CITY OF COLUMBIA, SOUTH CAROLINA, WATERWORKS AND SEWER SYSTEM REVENUE BONDS, IN ONE OR MORE SERIES, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING $281,000,000, IN ORDER TO REFINANCE CERTAIN OUTSTANDING INDEBTEDNESS AND TO FINANCE VARIOUS CAPITAL PROJECTS AND IMPROVEMENTS TO THE SYSTEM, ANY NECESSARY DEBT SERVICE RESERVES AND ISSUANCE COSTS; AUTHORIZING THE MAYOR, THE CITY MANAGER AND THE ASSISTANT CITY MANAGER FOR FINANCE AND ECONOMIC SERVICES, OR ANY TWO OF THEM ACTING TOGETHER, TO DETERMINE CERTAIN MATTERS WITH RESPECT TO THE BONDS; PRESCRIBING THE FORM AND DETAILS OF SUCH BONDS; ADOPTING CONTINUING DISCLOSURE PROCEDURES; AND OTHER MATTERS RELATING THERETO.

Enacted: _____, 2016

DRAFT

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, SOUTH CAROLINA, IN COUNCIL ASSEMBLED:

Section 1. Definitions.

The terms in this Section 1 and all words and terms defined in the General Bond Ordinance No. 93-43 (the "General Bond Ordinance") enacted by the City Council (the "Council") of the City of Columbia, South Carolina (the "City"), on May 21, 1993 (such General Bond Ordinance as from time to time amended or supplemented by Supplemental Ordinances being defined in the Ordinance as the "Ordinance") (except as herein otherwise expressly provided or unless the context otherwise requires) shall for all purposes of this Eleventh Supplemental Ordinance have the respective meanings given to them in the Ordinance and in Section 1 hereof.

"2009 Letter of Credit" shall mean the irrevocable, direct-pay letter of credit issued by the Bank securing the payment of the principal of and interest on the Bonds of 2009.

"Bank" shall mean Sumitomo Mitsui Banking Corporation, acting through its New York Branch, as provider of the Letter of Credit.

"Beneficial Owner" shall mean any purchaser who acquires beneficial ownership interest in any Initial Bond held by the Depository. In determining any Beneficial Owner the City, the Registrar and the Paying Agent may rely exclusively upon written representations made and information given to the City, the Registrar and the Paying Agent, as the case may be, by the Depository or its Participants with respect to any New Bond held by the Depository or its Participants in which a beneficial ownership interest is claimed.

"Bond Purchase Agreement" shall mean one or more Bond Purchase Agreements relating to the sale of the New Bonds, to be dated the date of execution and delivery thereof between the Underwriters and the City, as amended or supplemented thereto.

"Bonds of 2009" shall mean the original principal amount $81,860,000 City of Columbia, South Carolina, Waterworks and Sewer System Revenue Bonds, Series 2009, dated September 2, 2009, all of which is outstanding as of the date of this Eleventh Supplemental Ordinance.

"Bonds of 2010" shall mean the original principal amount $105,000,000 City of Columbia, South Carolina, Waterworks and Sewer System Revenue Bonds, Series 2010, dated May 26, 2010, of which $100,465,000 is outstanding as of the date of this Eleventh Supplemental Ordinance.

"Bonds of 2011A" shall mean the original principal amount $100,000,000 Waterworks and Sewer System Revenue Bonds, Series 2011A, dated December 8, 2011, of which $91,905,000 is outstanding as of the date of this Eleventh Supplemental Ordinance.

"Bonds of 2011B" shall mean the original principal amount $27,265,000 City of Columbia, South Carolina, Waterworks and Sewer System Refunding Revenue Bonds, Series

2011B, dated December 8, 2011, of which $12,740,000 is outstanding as of the date of this Eleventh Supplemental Ordinance.

"Bonds of 2012" shall mean the original principal amount $58,055,000 City of Columbia, South Carolina, Waterworks and Sewer System Refunding Revenue Bonds, Series 2012, dated March 8, 2012, all of which is outstanding as of the date of this Eleventh Supplemental Ordinance.

"Bonds of 2013" shall mean the original principal amount $75,305,000 Waterworks and Sewer System Revenue Bonds, Series 2013, dated December 18, 2013, of which $70,705,000 is outstanding as of the date of this Eleventh Supplemental Ordinance.

"Bonds to be Refunded" shall mean the Bonds of 2010 and the Bonds of 2011A (or any or all of either of the foregoing) to be refunded with a portion of the proceeds of the New Bonds, as determined by the Mayor, the City Manager, the Assistant City Manager for Finance and Economic Services, or any two of them acting together, pursuant to Section 11.

"Book-Entry Form" or "Book-Entry System" shall mean with respect to the New Bonds, a form or system, as applicable, under which (a) the ownership of beneficial interests in the New Bonds may be transferred only through a book-entry and (b) physical bond certificates in fully registered form are registered only in the name of a Depository or its nominee as Holder, with the physical bond certificates "immobilized" in the custody of the Depository. The book-entry maintained by the Depository is the record that identifies the owners of participatory interests in the New Bonds, when subject to the Book-Entry System.

"Business Day" shall mean, with respect to the New Bonds issued pursuant to this Eleventh Supplemental Ordinance, any day other than a Saturday, a Sunday or a day which shall be a legal holiday or a day on which banking institutions are authorized by law or executive order to close in the State or the state in which the respective offices of the Paying Agent and the Registrar are located.

"City Representative" shall mean the person or persons at the time designated to act on behalf of the City for the purpose of performing any act under this Eleventh Supplemental Ordinance by a written certificate containing the specimen signature of such person or persons and signed on behalf of the City by the Mayor or the City Manager.

"Code" shall mean the Internal Revenue Code of 1986, as amended.

"Continuing Disclosure Agreement" shall have the meaning given that term in Section 15 hereof.

"Council" shall mean the City Council of the City.

"Custodian" shall mean the bank, depository or trust company selected by the City as custodian of the Series Construction Fund.

DRAFT

"Depository" shall mean any securities depository that is a "clearing corporation" within the meaning of the New York Uniform Commercial Code and a "clearing agency" registered pursuant to the provisions of Section 15A of the Securities Exchange Act of 1934, as amended, operating and maintaining, with its Participants or otherwise, a Book-Entry System to record ownership of beneficial interests in the New Bonds, and to effect transfers of the New Bonds, in Book-Entry Form, and includes and means initially The Depository Trust Company (a limited-purpose trust company), New York, New York.

"Eighth Supplemental Ordinance" shall mean Eighth Supplemental Ordinance No. 2011-068 of the Council of the City enacted on September 20, 2011.

"Escrow Agent" shall mean Regions Bank, as paying agent for the Bonds to be Refunded and, if applicable, escrow agent under the Refunding Trust Agreement.

"Fifth Supplemental Ordinance" shall mean Fifth Supplemental Ordinance No. 2007-072 of the Council of the City enacted on September 19, 2007, as supplemented by the Sixth Supplemental Ordinance and the Seventh Supplemental Ordinance.

"Fourth Supplemental Ordinance" shall mean Fourth Supplemental Ordinance No. 2005-013 of the Council of the City enacted on May 18, 2005.

"General Bond Ordinance" shall mean Ordinance No. 93-43 of the Council of the City enacted on May 21, 1993.

"Initial Bonds" shall mean the New Bonds initially issued in Book-Entry Form as provided in Section 4 hereof.

"Insurer" shall mean each insurance company providing a Surety Bond, or any successor thereto or assignee thereof.

"Insurer Default" shall mean there shall exist a default in the payment by the Insurer of principal of or any interest on any New Bond when required to be made by the applicable Surety Bond.

"Interest Payment Date" shall mean February 1 and August 1 of each year commencing February 1, 2017, or as otherwise determined by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, pursuant to Section 11 hereof.

"Letter of Credit" shall mean, subject to Section 8 hereof, a letter of credit (if any) issued by a bank or other financial institution satisfactory to the City, to satisfy all or a portion of the Series Reserve Fund Requirement.

"New Bonds" shall mean the City of Columbia, South Carolina, Waterworks and Sewer System Revenue Bonds, in one or more series pursuant to Section 3 hereof, in the aggregate principal amount of not exceeding $281,000,000, in order to refinance the Bonds to be Refunded, to

DRAFT

finance the Costs of Acquisition and Construction of the New Projects, to fund deposits to the Series Debt Service Reserve Funds, if any, or otherwise satisfy the Series Reserve Fund Requirements, if any, applicable thereto as provided herein and to finance Costs of Issuance, authorized to be issued hereunder.

"New Projects" shall mean, collectively, the improvements, extensions and enlargements to the System, including any one or more of the projects described in Schedule I hereto, and such other improvements as the City may deem necessary or incidental to the System.

"Ninth Supplemental Ordinance" shall mean Ninth Supplemental Ordinance No. 2012-014 of the Council of the City enacted on February 21, 2012.

"Outstanding Parity Bonds" shall mean, as of the date of this Eleventh Supplemental Ordinance, the Bonds of 2009, the Bonds of 2010, the Bonds of 2011A, the Bonds of 2011B, the Bonds of 2012 and the Bonds of 2013.

"Paying Agent" shall mean the bank, trust company or other financial institution selected by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, to act as Paying Agent for the New Bonds.

"Principal Payment Date" shall have the meaning given to such term in Section 3(a).

"Refunding Trust Agreement" shall mean, collectively, one or more Refunding Trust Agreements dated the date of their execution between the City and the Escrow Agent.

"Refunding Trust Fund" shall mean, collectively, one or more funds of that name created pursuant to the Refunding Trust Agreement.

"Registrar" shall mean the bank, trust company or other financial institution selected by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, to act as Registrar for the New Bonds.

"Reimbursement Agreement" shall mean, subject to Section 8, a reimbursement agreement between the City and the Insurer relating to a Surety Bond.

"Seventh Supplemental Ordinance" shall mean Seventh Supplemental Ordinance No. 2009-83 of the Council of the City enacted on August 19, 2009.

"Series Construction Fund" shall mean one or more Funds established pursuant to Section 13 hereof into which a portion of the proceeds of a Series of the New Bonds will be deposited and from which such proceeds will be disbursed to pay the Costs of Acquisition and Construction of the New Projects and Costs of Issuance, as applicable. Pursuant to Section 13, each Series Construction Fund shall be further identified or designated to relate to the specific Series of the New Bonds issued hereunder.

"Series Debt Service Fund" shall mean one or more Funds established pursuant to

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Section 7 hereof to provide for the payment of the principal of and interest on the Series of the New Bonds related thereto. Pursuant to Section 7, each Series Debt Service Fund shall be further identified or designated to relate to the specific Series of the New Bonds issued hereunder.

"Series Debt Service Reserve Fund" shall mean one or more Funds, if any, established pursuant to Section 8 hereof (a) to insure the timely payment of the principal and interest on the New Bonds related thereto; and (b) to provide for the redemption of the Series of the New Bonds related thereto. Pursuant to Section 8, each Series Debt Service Reserve Fund shall be further identified or designated to relate to the specific Series of the New Bonds issued hereunder.

"Series Reserve Fund Requirement" shall mean the amount, if any, established pursuant to Section 8 hereof.

"Sixth Supplemental Ordinance" shall mean Sixth Supplemental Ordinance No. 2009-87 of the Council of the City enacted on August 19, 2009.

"Surety Bond" shall mean, subject to Section 8, the reserve policy or surety bond, if any, issued by the Insurer in connection with the New Bonds and payable to the Paying Agent.

"Swap" shall mean the interest rate swap transaction entered into under the authorization of the Fifth Supplemental Ordinance.

"Tenth Supplemental Ordinance" shall mean Tenth Supplemental Ordinance No. 2013-097 of the Council of the City enacted on September 3, 2013.

"Underwriters" shall mean ~~_____~~PNC Capital Markets LLC and Raymond James & Associates, Inc., on behalf of themselves and as representatives of Jeffries & Company, Inc., Loop Capital Markets LLC, and Siebert Cisneros Shank & Co LLC, as underwriters.

"Value" or "Values" means, if a Surety Bonds is in effect for a Series of New Bonds, with respect to any Permitted Investments for the Series Debt Service Fund and Series Debt Service Reserve Fund established for such Series of New Bonds, the amount calculated under the Ordinance determined as of any date of calculation as follows:

(a) the bid price published by a nationally recognized pricing service as selected by the City in its sole discretion;

(b) as to certificates of deposit and bankers acceptances: the face amount thereof, plus accrued interest; and

(c) as to any investment not specified above: the value thereof established by prior agreement between the City and the Insurer.

Section 2. Certain Findings and Determinations.

The City hereby finds and determines:

(a) This Eleventh Supplemental Ordinance supplements the Ordinance, constitutes and is a "Supplemental Ordinance" within the meaning of such quoted term as defined and used in the Ordinance, and is enacted under and pursuant to the Ordinance.

(b) The New Bonds constitute and are "Bonds" within the meaning of the quoted word as defined and used in the Ordinance.

(c) Subject to the following sentence, the Net Revenues pledged under the Ordinance are not encumbered by any lien and charge thereon or pledge thereof, other than (i) the lien and charge thereon and pledge thereof created by the General Bond Ordinance, the Fifth Supplemental Ordinance and the Seventh Supplemental Ordinance for the payment and security of the Bonds of 2009; (ii) the lien and charge thereon and pledge thereof created by the General Bond Ordinance, the Fifth Supplemental Ordinance and the Sixth Supplemental Ordinance for the payment and security of the Bonds of 2010; (iii) the lien and charge thereon and pledge thereof created by the General Bond Ordinance and the Eighth Supplemental Ordinance for the payment and security of the Bonds of 2011A and the Bonds of 2011B; (iv) the lien and charge thereon and pledge thereof created by the General Bond Ordinance and the Ninth Supplemental Ordinance for the payment and security of the Bonds of 2012; (v) the lien and charge thereon and pledge thereof created by the General Bond Ordinance and the Tenth Supplemental Ordinance for the payment and security of the Bonds of 2013; and (v) the lien and charge thereon and pledge thereof created by the General Bond Ordinance and this Eleventh Supplemental Ordinance for the payment and security of the New Bonds. The City has heretofore entered into (1) the Swap which is secured by a pledge of and lien and charge upon the Net Revenues of the System, which lien and charge is subordinate and inferior to the lien and charge thereof securing the Outstanding Parity Bonds and any other Bonds issued pursuant to the General Bond Ordinance on a parity with the Outstanding Parity Bonds and (2) the 2009 Letter of Credit, the City's payment obligations under each of which are limited to Net Revenues of the System available "to meet any obligations of the City which are or which shall become charges, liens or encumbrances upon the Revenues of the System" as provided in Section 6.7 of the General Bond Ordinance.

(d) There does not exist an Event of Default, nor does there exist any condition which, after the passage of time or the giving of notice, or both, would constitute such Event of Default.

(e) The period of usefulness of the System is in excess of thirty (30) years from the date hereof. The estimated cost of refunding the Bonds to be Refunded is approximately $206,700,000.

(f) The estimated Costs of Acquisition and Construction of the New Projects (excluding Costs of Issuance) is approximately $70,000,000 to be financed in part with the proceeds of the New Bonds.

(g) Article III of the General Bond Ordinance provides that one or more Series of Bonds may be issued for such purposes as may be permitted by the Act upon compliance with

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certain provisions of the General Bond Ordinance for the purposes of paying the Costs of Acquisition and Construction of one or more Projects authorized to be financed under the Act. Further, Section 3.4(B) of the General Bond Ordinance provides that Bonds may be issued at any time for the purpose of refunding (including by purchase) other Bonds, including amounts to pay principal, redemption premium and interest to the date of redemption (or purchase) of the refunded Bonds and the Cost of Issuance; provided that (i) the aggregate Debt Service on all Bonds to be Outstanding after the issuance of the proposed Series of New Bonds shall not be greater than would have been the aggregate Debt Service of all Bonds not then refunded and the Bonds to be refunded; or (ii) the requirements of paragraph (A), (B), (C) and (E) of Section 3.3 of the General Bond Ordinance are met with respect to the refunding Series. Bonds issued upon compliance with Section 3.2 and Section 3.3 of the General Bond Ordinance shall be issued on a parity as to the Net Revenues of the System in all respects *inter sese*.

(h) Section 12.1 of the General Bond Ordinance provides that the obligations of the City under the Ordinance and the liens, pledges, charges, trusts, covenants and agreements of the City made or provided for therein shall be fully discharged and satisfied as to any Bond, and such Bond shall no longer be deemed to be Outstanding under the General Bond Ordinance when payment of the principal of, redemption premium, if any, and interest on such Bond shall have been provided for by irrevocably depositing with the Trustee in trust and irrevocably set aside exclusively for such payment, (A) moneys sufficient to make such payment, or (B) Government Obligations maturing as to principal and interest in such amounts and at such times as will ensure the availability of sufficient moneys to make such payment, and all necessary and proper fees, compensation and expenses of the Paying Agent and Registrar for the New Bonds.

(i) Subject to Section 8 hereof, if a Series Debt Service Reserve Fund is established hereunder with respect to a Series of the New Bonds, it shall secure only such Series of New Bonds, and the Series Reserve Fund Requirement (if any) will be satisfied through the deposit of cash (at such time as may be determined by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, pursuant to Section 8 hereof), the purchase of a Surety Bonds, the provision of a Letter of Credit or any combination of the foregoing, for the benefit of the Holders of the New Bonds.

(j) The New Bonds are being issued hereunder in an aggregate principal amount of not exceeding $281,000,000, for one or more of the following purposes: (1) to refinance the Bonds to be Refunded (the "Refunding"); (2) to improve and enlarge the System (i.e., the New Projects); and (3) to fund the Series Debt Service Reserve Fund (if any) in an amount equal to the Series Reserve Fund Requirement (if funded upon the initial delivery of the Bonds) through the deposit of cash, the purchase of a Surety Bonds, the provision of a Letter of Credit or any combination thereof, and pay the Cost of Issuance of the New Bonds; provided, that for the avoidance of doubt, not exceeding $209,000,000 principal amount of the New Bonds would be used for the Refunding and not exceeding $72,000,000 principal amount of the New Bonds would be used to finance the New Projects.

(k) It is necessary and in the best interest of the City to undertake the Refunding and/or the New Projects and to issue the New Bonds in the aggregate principal amount of not exceeding $281,000,000 in accordance with the Ordinance, the Act, and this Eleventh Supplemental

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Ordinance for the purposes and subject to the limitations set forth above, which New Bonds shall be issued on a parity with the Outstanding Parity Bonds.

Section 3. Authorization of New Bonds.

(a) There is hereby authorized to be issued one or more Series of Bonds designated "City of Columbia, South Carolina, Waterworks and Sewer System Revenue Bonds, Series (year) [including such further words, numbers or letters as may be necessary or desirable to identify individual series thereof and the purpose for issuance]" (collectively, the "New Bonds"), in the aggregate principal amount of not exceeding $281,000,000. The proceeds of the New Bonds shall be used for one or more of the purposes set forth in Section 2(j) hereof.

The New Bonds shall mature on February 1 in each of the years (the "Principal Payment Dates") and in the principal amounts, and bear interest at the rates per annum (calculated on the basis of a 360-day year composed of twelve 30-day months), as determined by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, pursuant to Section 11 hereof.

(b) Such of the New Bonds as the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, shall determine pursuant to Section 11 hereof shall be subject to mandatory redemption at a redemption price equal to the principal amount of the New Bonds to be redeemed, together with interest accrued from the date of redemption, in the years and in the amounts determined by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, pursuant to Section 11 hereof.

At its option, to be exercised on or before the sixtieth (60th) day prior to any mandatory redemption date, the City may (i) deliver to the Registrar for cancellation New Bonds which are subject to mandatory redemption in any aggregate principal amount desired or (ii) receive a credit in respect of its mandatory redemption obligation for any such New Bonds which, prior to such date, have been purchased or redeemed (otherwise than through the operation of the mandatory redemption requirement) by the City and cancelled by the Registrar and not theretofore applied as a credit against any mandatory redemption obligation. Each New Bond so delivered or previously purchased or redeemed shall be credited by the Registrar, at one hundred percent (100%) of the principal amount thereof, to the obligation of the City on those respective mandatory redemption obligations in such order as the City may direct the Registrar in writing, and the principal amount of the New Bonds to be redeemed by operation of the mandatory redemption requirement shall be accordingly reduced.

(c) The Registrar, without further authorization or direction from the City, shall give notice of all mandatory redemptions within the time periods and in the manner specified in Article V of the General Bond Ordinance.

(d) The New Bonds shall originally be dated the date of delivery of the New Bonds, or such other date as the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, shall determine pursuant to

Section 11 hereof, and shall be issued as fully registered Bonds in the denominations of $5,000 and integral multiples of $5,000, or in such other denominations determined by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, pursuant to Section 11 hereof. The New Bonds shall be numbered and lettered in such a fashion as to maintain a proper record thereof.

(e) Principal of and redemption premium, if any, on the New Bonds shall be payable at the designated corporate trust office of the Paying Agent. Interest on the New Bonds shall be payable on each Interest Payment Date, in each case to the Holders as of the immediately preceding Record Date, such interest to be paid by the Paying Agent by check or draft mailed to each Holder at the address as it appears on the Books of Registry maintained at the designated corporate trust office of the Paying Agent, in the case of a Holder of $1,000,000 or more in principal amount of New Bonds, by wire transfer to an account within the continental United States upon the timely receipt of a written request of such Holder.

(f) The New Bonds and the assignment provisions pertaining thereto shall be in substantially the form set forth in Exhibit A hereto, with such necessary or appropriate variations, omissions and insertions as are incidental to the series, numbers, denominations, maturities, dates, interest rate or rates, redemption provisions, the purpose of issuance and other details thereof or as are otherwise permitted or required by law or by the Ordinance, including this Eleventh Supplemental Ordinance.

(g) A copy of the approving opinion to be rendered on the New Bonds shall be attached to each New Bond, preceding the same a certificate shall appear, which shall be signed on behalf of the City by a manual or facsimile signature of the Clerk of the City. Such certificate shall be in the form substantially as follows:

> IT IS HEREBY CERTIFIED that the following are true and correct copies of the respective approving opinions of McNair Law Firm, P.A., Columbia, South Carolina, and Johnson, Toal & Battiste, P.A., Columbia, South Carolina, the originals of which were manually executed, dated and issued as of the date of the delivery of and payment for the bonds, and copies of which are on file with the City of Columbia, South Carolina.
>
> CITY OF COLUMBIA, SOUTH CAROLINA
>
> By:_____
> Clerk

Section 4. Book-Entry System; Recording and Transfer of Ownership of the New Bonds.

The Initial Bonds will be eligible securities for the purposes of the Book-Entry System of transfer maintained by the Depository, and transfers of beneficial ownership of the Initial Bonds shall be made only through the Depository and its participants in accordance with rules

specified by the Depository. Such beneficial ownership must be of $5,000 principal amount of Initial Bonds of the same Series and maturity or any integral multiple of $5,000.

The Initial Bonds will be issued in fully-registered form, as a single Bond representing the entire principal amount of each Series of the New Bonds or one New Bond for each of the maturities of each Series of the New Bonds, in the name of Cede & Co., as the nominee of the Depository. When any principal of, premium, if any, or interest on the Initial Bonds becomes due, the City shall transmit or cause the Paying Agent to transmit to the Depository an amount equal to such installment of principal, premium, if any, and interest. Such payments will be made to Cede & Co. or other nominee of the Depository as long as it is owner of record on the applicable Record Date. Cede & Co. or other nominee of the Depository shall be considered to be the owner of the Initial Bonds so registered for all purposes of this Eleventh Supplemental Ordinance, including, without limitation, payments as aforesaid and receipt of notices. The Depository shall remit such payments to the Beneficial Owners of the New Bonds or their nominees in accordance with its rules and regulations.

Notices of redemption of the Initial Bonds or any portion thereof shall be sent to the Depository in accordance with the provisions of the General Bond Ordinance.

The Depository is expected to maintain records of the positions of Participants in the Initial Bonds, and the Participants and persons acting through Participants are expected to maintain records of the Beneficial Owners in the Initial Bonds. The City, the Registrar and the Paying Agent make no assurances that the Depository and its Participants will act in accordance with such rules or expectations on a timely basis, and the City, the Registrar and the Paying Agent shall have no responsibility for any such maintenance of records or transfer of payments by the Depository to its Participants, or by the Participants or persons acting through Participants to the Beneficial Owners.

The City, the Paying Agent and the Registrar may treat the Depository (or its nominee) as the sole and exclusive owner of the New Bonds registered in its name for the purpose of payment of the principal of, interest or premium, if any, on the New Bonds, giving any notice permitted or required to be given to Bondholders under the General Bond Ordinance or this Eleventh Supplemental Ordinance, registering the transfer of the New Bonds, obtaining any consent or other action to be taken by Bondholders and for all other purposes whatsoever, and shall not be affected by any notice to the contrary. The City, the Paying Agent and the Registrar shall not have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the New Bonds under or through the Depository or any Participant, or any other person which is not shown on the Books of Registry of the City maintained by the Registrar as being a Bondholder, with respect to: the accuracy of any records maintained by the Depository or any Participant or the maintenance of any records; the payment by the Depository or any Participant of any amount in respect of the principal of, interest or premium, if any, on the New Bonds; the sending of any transaction statements; the delivery or timeliness of delivery by the Depository or any Participant of any notice which is permitted or required to be given to Bondholders thereunder; the selection of Bondholders to receive payments upon any partial redemption of the New Bonds; or any consent given or other actions taken by the Depository as a Bondholder.

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If (a) the Depository determines not to continue to act as securities depository for the New Bonds, and gives reasonable notice to the Registrar or the City, or (b) the City has advised the Depository of the City's determination that the Depository is incapable of discharging its duties, then the City shall attempt to retain another qualified securities depository to replace the Depository. Upon receipt by the City or the Registrar of the Initial Bonds together with an assignment duly executed by the Depository, the City shall execute and deliver to the successor depository, the New Bonds of the same principal amount, interest rate and maturity. If the City is unable to retain a qualified successor to the Depository, or the City has determined that it is in its best interest not to continue the Book-Entry System of transfer or that interests of the Beneficial Owners of the New Bonds might be adversely affected if the Book-Entry System of transfer is continued (the City undertakes no obligation to make any investigation to determine the occurrence of any events that would permit it to make any such determination), and has made provision to so notify Beneficial Owners of the New Bonds by mailing an appropriate notice to the Depository, upon receipt by the City of the Initial Bonds together with an assignment duly executed by the Depository, the City shall execute, authenticate and deliver to the Depository Participants the New Bonds in fully-registered form, in authorized denomination; provided, however, that the discontinuation of the Book-Entry System of registration and transfer with respect to the New Bonds or the replacement of the Depository or any successor depository shall be subject to the applicable rules and procedures of the Depository or such successor depository on file or otherwise approved by the Securities and Exchange Commission.

Section 5. Optional Redemption of New Bonds.

Such of the New Bonds as may be determined by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, pursuant to Section 11 hereof shall be subject to redemption prior to maturity, at the option of the City upon the written direction of the City, in whole or in part at any time in such order of their maturities as the City shall determine and by lot within a maturity, at the respective redemption prices with respect to each New Bond, expressed as a percentage of principal amount of the New Bonds to be redeemed, as shall be determined by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, pursuant to Section 11 hereof, together, in each such case, with the interest accrued on such principal amount to the date fixed for redemption.

Section 6. Payment of the New Bonds.

The New Bonds, together with the interest thereon, shall be payable, in such coin or currency of the United States of America which at the time of such payment is legal tender for public and private debts, solely from the Net Revenues of the System in accordance with the provisions of the Ordinance including this Eleventh Supplemental Ordinance. The New Bonds shall be issued on a parity with the pledge of Net Revenues securing the remaining Outstanding Parity Bonds, and shall be senior to the pledge thereof securing the City's obligations under the Swap, the 2009 Letter of Credit or any Junior Bonds or any other charges, liens or encumbrances on the Net Revenues of the System, as contemplated by Section 6.7 of the General Bond Ordinance.

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The New Bonds, and the interest thereon, shall not be a debt of the City, nor a charge, lien or encumbrance, legal or equitable, upon any property of the City or upon any income, receipts or revenues of the City other than such of the Net Revenues of the System as are hereby pledged to the payment thereof. No recourse shall be had for the payment of the New Bonds, or the interest thereon, or any part thereof, against the general fund of the City, nor shall the credit or taxing powers of the City be deemed to be pledged to the payment of the principal of and interest on the New Bonds. The full faith, credit and taxing powers of the State of South Carolina or of the City are not pledged to the payment of the principal of or the interest on the New Bonds, and the New Bonds shall never constitute an indebtedness of the City within the meaning of any State constitution provision (other than Article X, Section 14, Paragraph 10, of the South Carolina constitutional provision authorizing obligations payable solely from special sources not involving revenues from any tax or license) or statutory limitation.

Section 7. Establishment of Series Debt Service Fund.

In accordance with Section 6.5 of the General Bond Ordinance, the Series Debt Service Fund is hereby established on the date of the original delivery of the New Bonds and held by the City for the benefit of the Holders of the New Bonds; provided, however, that upon the issuance of one or more Series of New Bonds, separate funds or accounts may be established for the payment of debt service on such Series of New Bonds, with such additional numbers or letters to identify its relevance, but each such separate fund or account will be considered the "Series Debt Service Fund" with respect to the related Series of New Bonds.

Section 8. Establishment of the Series Reserve Fund Requirement and Series Debt Service Reserve Fund.

In accordance with Section 6.6 of the Ordinance, the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, may determine whether it is necessary or desirable to establish a Series Debt Service Reserve Fund for the benefit of the Holders of one or more Series of New Bonds (if any) and the amount and timing of funding of the Series Reserve Fund Requirement, and, if so, such Series Debt Service Reserve Fund shall be established on the date of the original delivery of such Series of New Bonds or funded from System Revenues over a period of time thereafter and held by the City, all as provided in the Ordinance; provided, however, that (1) upon the issuance of one or more Series of New Bonds, separate funds or accounts may be established (if at all) for each Series of New Bonds, with such additional numbers or letters to identify its relevance, but each such separate fund or account will be considered the "Series Debt Service Reserve Fund" with respect to the related Series of New Bonds; and (2) in the event of any full or partial defeasance of a Series of New Bonds under Article X of the Ordinance, then the Series Reserve Fund Requirement established for such Series of New Bonds shall be recalculated based on the then Outstanding principal amount of such Series. If the Series Debt Service Reserve Fund is established, the Series Reserve Fund Requirement initially will be satisfied by the City by the deposit of cash into the Series Debt Service Reserve Fund (which may, as designated by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, pursuant to Section 11 hereof, be funded from the proceeds of the New Bonds on the date of delivery thereof or from System Revenues thereafter), with the purchase of a Surety Bonds, the provision of a Letter of

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Credit or any combination of the foregoing, in each case for the benefit of the Holders of the New Bonds.

Section 9. Authorization to Effect Refunding; Redemption of the Bonds to be Refunded. The Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, are hereby authorized and directed for and on behalf of the City to take such actions, including but not limited to the execution by the Mayor and the City Manager, or either of them acting alone, of the Refunding Trust Agreement or other agreements, and give such directions as shall be necessary to carry out the provisions of this Eleventh Supplemental Ordinance, including directions to the paying agent and/or registrar of the Bonds to be Refunded calling all or a portion of the Bonds to be Refunded for redemption on one or more dates. If executed, the Refunding Trust Agreement shall be dated the date of delivery of the related Series of the New Bonds to the initial purchaser thereof, and substantially in the form approved by the Mayor and the City Manager, or either of them acting alone, upon the advice of counsel to the City. The execution thereof shall be evidence of the approval of any such form of agreement.

Upon delivery of the New Bonds, a portion of the principal proceeds thereof, together with amounts (if any) deposited in the Debt Service Fund with respect to the Bonds to be Refunded and other funds of the City, shall be used to refinance the Bonds to be Refunded or, if applicable, be deposited with the Escrow Agent and held by it under the Refunding Trust Agreement and in the Refunding Trust Fund. Subject to the terms of the Refunding Trust Agreement, it shall be the duty of the Escrow Agent to keep such proceeds invested and reinvested to the extent that it shall be practical in Government Obligations and to apply the principal and interest of the trust so established in the manner prescribed in such Refunding Trust Agreement and the General Bond Ordinance.

The Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, are hereby authorized to take such actions as may be necessary or desirable, upon the advice of counsel to the City, to secure the Government Obligations to be purchased under the Refunding Trust Agreement, including but not limited to the preparation and dissemination of bid specifications and the execution of directions to purchase such Government Obligations.

Section 10. Designation of Registrar and Paying Agent.

The Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, are hereby authorized and empowered to select the Registrar and the Paying Agent, respectively, for the New Bonds, pursuant to Section 11 hereof. The Registrar and the Paying Agent shall signify its acceptance of its duties upon delivery of the New Bonds.

Section 11. Sale and Issuance of New Bonds; Official Statement; Collateral Agreements.

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(a) The Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, are hereby authorized and empowered to determine the original issue dates and initial Interest Payment Dates of each Series of the New Bonds; the aggregate principal amounts of the New Bonds, if less than authorized by this Ordinance, and each Series thereof (including the portions thereof to be issued on a taxable or tax-exempt basis), authorized denominations thereof and the purposes of each Series thereof; the interest rates for each Series of the New Bonds; the New Bonds to be subject to mandatory and optional redemption; whether the Series Debt Service Reserve Fund will be established and funded with respect to each Series of the New Bonds and, if so, the manner and timing in which the Series Reserve Fund Requirement will be satisfied; the redemption prices of the New Bonds subject to optional redemption; the Registrar and Paying Agent for each Series of the New Bonds; and any Underwriters' or original issue discount or original issue premium at which each Series of the New Bonds will be sold.

(b) The Mayor and the City Manager, or either of them acting alone, are hereby authorized and empowered to enter into, on behalf of the City, one or more Bond Purchase Agreements to be dated the date of their respective execution. Upon the submission of such Bond Purchase Agreement by the Underwriters, the Mayor and the City Manager, or either of them acting alone, shall further determine that the respective Purchase Contract is fair and reasonable and in the best interest of the City; that the related Series of New Bonds shall be sold to the Underwriters upon the terms and conditions set forth in such Bond Purchase Agreements and upon the basis of the representations therein set forth, and that all conditions precedent to or concurrent with the acceptance of the Bond Purchase Agreements by the City have been met. The Council hereby approves the form of Bond Purchase Agreement attached hereto as Exhibit B, together with such amendments and modifications to the form thereof as the Mayor and the City Manager, or either of them acting alone, shall negotiate and approve, and authorizes and directs the Mayor and the City Manager, or either of them acting alone, to execute the Bond Purchase Agreements, as so modified and amended, and deliver such executed Bond Purchase Agreements to the Underwriters, such person's execution and delivery of the Bond Purchase Agreements constituting conclusive evidence of his approval of the matters therein contained.

(c) The Council hereby ratifies and approves the form of Preliminary Official Statement relating to the New Bonds, in substantially the form attached hereto as Exhibit C, together with such amendments and modifications to the form thereof (the "Preliminary Official Statement") as the Mayor and the City Manager, or either of them acting alone, shall negotiate and approve. The Mayor and the City Manager, or either of them acting alone, is hereby authorized to "deem final" one or more Preliminary Official Statements related to the New Bonds for purposes of complying with the requirements set forth in Rule 15c2-12 of the Securities and Exchange Commission, promulgated under the Securities Exchange Act of 1934, as amended.

(d) The Council hereby authorizes one or more Final Official Statements of the City to be dated of even date with the execution and delivery of the Bond Purchase Agreement relating to the New Bonds, substantially in the form of the Preliminary Official Statement presented at this meeting, with such modifications as the Mayor and the City Manager, or either of them acting alone, approve, as well as any amendments or supplements thereto dated the date thereof (as so amended and supplemented, the "Final Official Statement"); the Mayor and the City Manager, or

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either of them acting alone, is hereby authorized and directed to execute copies of the Final Official Statement and deliver the same to the Underwriters, which execution and delivery shall be conclusive evidence of the approval of any such modifications; and the City hereby authorizes the use of the Preliminary Official Statement, the Final Official Statement, the Ordinance (including this Eleventh Supplemental Ordinance) and the information contained herein and therein in the connection with the public offering and sale of the New Bonds by the Underwriters.

(e) A copy of this Eleventh Supplemental Ordinance shall be filed with the minutes of the meeting at which this Eleventh Supplemental Ordinance was enacted.

(f) The Council hereby authorizes the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, to negotiate the terms of and prepare investment agreements, forward delivery agreements, repurchase agreements and other agreements in connection with the New Bonds, to prepare and solicit bids for providers of such agreements, and the Mayor and the City Manager, or either of them acting alone, are authorized to execute, in the name and on behalf of the City, all such agreements or written confirmations of any such investment arrangements and other documents as may be necessary in connection therewith.

(g) Notwithstanding the foregoing resolutions, the Mayor and the City Manager, or either of them acting alone, are hereby authorized and empowered to take such actions as may be necessary or desirable to sell the New Bonds (or any Series thereof) to one or more purchasers in a private offering or private placement transaction, and may prepare, negotiate, execute and deliver a purchase agreement (which may be, but is not required to be, in the form of the Bond Purchase Agreement, together with such amendments and modifications to the form thereof as the Mayor or City Manager shall negotiate and approve, such person's execution and delivery thereof constituting conclusive evidence of his approval of the matters therein contained, or in another form satisfactory to the Mayor and City Manager, or either of them acting alone) with such purchasers and prepare, disseminate, execute and deliver requests for proposals, offering documents or private placement memoranda (which may be in the form of the Preliminary Official Statement, together with such amendments and modifications to the form thereof as the Mayor or City Manager shall negotiate and approve, such person's execution thereof constituting conclusive evidence of his approval of the matters therein contained, or otherwise) and solicit interest and receive offers from purchasers to purchase one or more Series of New Bonds in a private offering or private placement transaction as may be required in connection therewith.

(h) The Council hereby authorizes and directs all of the officers and employees of the City to carry out or cause to be carried out all obligations of the City under the aforesaid Bond Purchase Agreement or purchase agreement and to perform such other actions as they shall consider necessary or advisable in connection with the issuance, sale and delivery of the New Bonds.

(i) The Council hereby ratifies, confirms and approves the actions of the City Manager and the Assistant City Manager for Finance and Economic Services heretofore undertaken with regard to applications for Surety Bonds, Letters of Credit, other credit enhancements, and liquidity arrangements relating to the New Bonds from municipal bond insurance companies or other financial institutions and to enter into, execute and deliver on behalf of the City, such loan,

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insurance, reimbursement or guaranty agreements as shall be necessary and advisable, with advice of counsel, in connection with the transactions and other matters referred to herein; provided, however, that the representations and covenants contained in such agreements may be incorporated in this Eleventh Supplemental Ordinance as if fully set forth herein.

(j) With respect to the Swap, the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, are authorized and empowered to take such actions and execute any agreements or other documents to terminate the Swap, if determined it to be in the City's best interest to do so, upon advice of counsel and the City's financial advisor.

Section 12. Disposition of Proceeds of New Bonds and Certain Other Moneys.

The proceeds derived from the sale of any Series of the New Bonds, net of the original issue discount or original discount premium or both, and any Underwriters' discount or fees payable to the purchasers thereof and the premium, if any, on the Surety Bonds, shall be deposited with the City and used for one or more of the following purposes:

(a) There shall be paid over to the paying agent for the Bonds to be Refunded or the Escrow Agent (as applicable), an amount which the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, determine to be required, together with amounts (if any) transferred from the Debt Service Fund and/or Debt Service Reserve Fund for the Bonds to be Refunded and other moneys of the City, to provide for the payment of principal of, redemption premium, if any, and interest on the Bonds to be Refunded upon the redemption thereof.

(b) If the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, determine that a Series Debt Service Reserve Fund shall be established for a Series of New Bonds and the Series Reserve Fund Requirement shall be funded with a portion of the proceeds of a Series of the New Bonds, there shall be deposited with the City for deposit into such Series Debt Service Reserve Fund an amount equal to the Series Reserve Fund Requirement.

(c) The remainder of the proceeds of any Series of the New Bonds shall be deposited into the Series Construction Fund established in Section 13 hereof to pay Costs of Acquisition and Construction for the New Projects and Costs of Issuance for such Series of New Bonds.

The respective amounts specified in this Section 12 shall be determined by the City upon delivery of any Series of the New Bonds.

Section 13. Series Construction Fund.

There is hereby created and established the Series Construction Fund, which fund shall be held by the Custodian; provided, however, that upon the issuance of one or more Series of New Bonds, separate funds or accounts may be established for such Series of New Bonds, with

such additional numbers or letters to identify its relevance, but each such separate fund or account will be considered the "Series Construction Fund" with respect to the related Series of New Bonds. The Series Construction Fund established for a particular Series of New Bonds shall be accounted for as a single fund, however the moneys on deposit therein may be held by one or more banks or other financial institutions designated by the City. The moneys on deposit in the Series Construction Fund shall be used and applied to pay the Cost of the Acquisition and Construction of the New Projects and all Costs of Issuance incidental to the issuance and sale of the New Bonds.

Moneys held for the credit of the Series Construction Fund shall be invested to the fullest extent practicable and reasonable, in Permitted Investments, maturing at such times and in such amounts as shall be required to provide moneys to make the payments required to be made from such Fund.

Withdrawals from the Series Construction Fund shall be made in the manner withdrawals from other funds of the City are made.

If after the payment in full of all costs of the New Projects and Costs of Issuance or after adequate provision has been made for such payment any moneys remain in the Series Construction Fund, such excess shall be paid into the related Series Debt Service Fund and shall be used only for the payment of the principal of and interest on the related Series of New Bonds or, in the alternative, to acquire Outstanding New Bonds at a price (exclusive of accrued interest) not exceeding the face amount thereof.

Section 14. Federal Tax Covenant.

The City hereby covenants and agrees with the Holders of the New Bonds that it will not take any action which will, or fail to take any action which failure will, cause interest on the New Bonds to become includable in the gross income of the Holders for federal income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder in effect on the date of original issuance of the New Bonds. The City further covenants and agrees with the Holders of the New Bonds that no use of the proceeds of the New Bonds shall be made which, if such use had been reasonably expected on the date of issue of the New Bonds would have caused the New Bonds to be "arbitrage bonds," as defined in the Code; and to that end the City hereby shall:

(a) comply with the applicable provisions of Sections 103 and Sections 141 through 150 of the Code and any regulations promulgated thereunder so long as any of the New Bonds are Outstanding;

(b) establish such funds, make such calculations and pay such amounts, if necessary, in the manner and at the times required in order to comply with the requirements of the Code relating to required rebate of certain amounts to the United States; and

(c) make such reports of such information at the times and places required by the Code.

Section 15. Continuing Disclosure.

(a) The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Disclosure Dissemination Agent Agreement in the form attached hereto as Exhibit D (the "Continuing Disclosure Agreement") with such changes as may be approved by the Mayor and the City Manager, or either of them acting alone, upon advice of counsel. Notwithstanding any other provision of the Ordinance or this Eleventh Supplemental Ordinance, failure of the City to comply with the provisions of the Continuing Disclosure Agreement shall not be considered an Event of Default under the Ordinance or this Eleventh Supplemental Ordinance. The Continuing Disclosure Agreement shall be executed by the Mayor and the City Manager, or either of them acting alone, prior to the delivery of the New Bonds.

(b) The City covenants, so long as and to the extent required pursuant to Section 11-1-85, Code of Laws of South Carolina 1976, as amended, to file with a central repository for availability in the secondary bond market when requested:

(i) an annual independent audit, within thirty (30) days of the City's receipt of the audit; and

(ii) event specific information within thirty (30) days of an event adversely affecting more than five percent (5%) of the Revenues or the City's tax base.

(c) The only remedy for failure by the City to comply with the Continuing Disclosure Agreement or the covenants included in paragraph (b) of this Section 15 shall be an action for specific performance of this covenant; and failure to comply shall not constitute a default or an "Event of Default" under the Ordinance or this Eleventh Supplemental Ordinance. The Registrar and the Paying Agent shall have no responsibility to monitor the City's compliance with the Continuing Disclosure Agreement or the covenants included in paragraph (b) of this Section 15, and the City specifically reserves the right to amend or delete its covenants in the Continuing Disclosure Agreement or in paragraph (b) of this Section 15 to reflect any change in Section 11-1-85 of the Code of Laws of South Carolina 1976, as amended, or federal law, as applicable, without the consent of the Registrar and the Paying Agent or the Registered Holders of any New Bond.

(d) The Council hereby adopts the following procedures relating to continuing disclosure for the New Bonds and any other publicly-traded debt:

(1) The Assistant City Manager for Finance and Economic Services or the equivalent thereto (the "Disclosure Representative") of the City shall be responsible for compliance with these written procedures and for compliance with any continuing disclosure obligations undertaken by the City or imposed upon the City by state or federal law or regulations. The Disclosure Representative is permitted to obtain the assistance of his or her staff and authorized to obtain professional assistance to cause this information to be compiled and provided, but the ultimate responsibility for the dissemination of the information will remain with the Disclosure Representative.

(2) The Disclosure Representative shall acquire a clear understanding regarding the City's continuing disclosure obligations. Through participation in professional groups such as the South Carolina Government Finance Officers Association or the South Carolina Financial Concepts and Strategies Institute, the Disclosure Representative shall participate in continuing education programs regarding continuing disclosure.

(3) For each issuance of bonds that involves a continuing disclosure obligation, the Disclosure Representative shall review such continuing disclosure undertaking and discuss with the City's bond counsel, financial advisor and underwriter, if any, prior to the execution of such continuing disclosure undertaking.

Section 16. Modification of Ordinance. The following provisions of the General Bond Ordinance are hereby amended, which amendments to the General Bond Ordinance hereinafter set forth below shall not become effective until the earlier of: (1) all the Outstanding Bonds (other than the New Bonds) shall cease to be Outstanding; or (2) the Holders of 66 2/3% in principal amount of the Bonds (as defined in the General Bond Ordinance) then Outstanding assent to and authorize any modification or amendment to the General Bond Ordinance as amended in accordance with Article IX of the General Bond Ordinance. Any Bonds (as defined in the General Bond Ordinance), including the New Bonds, issued after the date of enactment of this Eleventh Supplemental Ordinance shall contain a reference to the amendments herein made:

(1) Article IX of the General Bond Ordinance is hereby amended by adding the following text as a new paragraph at the end thereof:

The City expressly authorizes the underwriter or purchaser of any Series of Bonds, or provider of bond insurance for any Series of Bonds, to assent to and consent to such amendments to this General Bond Ordinance as contemplated by this Article in the same manner as the Holders of the Bonds.

(2) The definition of "Expenses of Operating and Maintaining the System" shall be amended by deleting the last sentence thereof and replacing it with the following text in its entirety:

Expenses of Operating and Maintaining the System shall not include (i) any allowance for depreciation, (ii) any renewals or replacements of capital assets of the System, (iii) any amounts deemed to be payments in lieu of taxes or other equity transfers, (iv) any pension-related and other post-employment benefit-related expenses (other than such amounts actually paid) of the System, (v) any payment or amortization of financing expenses, underwriting discounts, call premiums, losses on the extinguishment of debt due to refinancing of the same, and other related and non-recurring expenses resulting from the issuance or refinancing of long term indebtedness, or (vi) any losses on the sale or other disposition of investments or fixed or capital assets.

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Section 17. Further Actions.

The Mayor, the City Manager, the Assistant City Manager for Finance and Economic Services, the City Clerk and the City Attorney are hereby authorized and directed to take any and all such further actions as shall be deemed necessary or desirable in order to effectuate issuance and sale of the New Bonds pursuant to the Bond Purchase Agreement, to elect to purchase the Surety Bonds and to carry out the intentions of this Eleventh Supplemental Ordinance.

Section 18. Headings.

The headings and titles of the several sections hereof shall be solely for convenience of reference and shall not affect the meaning, construction, interpretation or effect of this Eleventh Supplemental Ordinance.

Section 19. Notices.

All notices, certificates or other communications hereunder or under the Ordinance shall be sufficiently given and shall be deemed given when mailed by registered mail, postage prepaid, or given when dispatched by telegram addressed as follows:

If to the City:

City of Columbia
1737 Main Street
Columbia, South Carolina 29217-0147
Attention: City Manager

The City, the Registrar, the Paying Agent, the Escrow Agent and the Insurer (if any) may, by notice given to the other parties, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 20. Repeal of Inconsistent Ordinances and Resolutions.

All ordinances and resolutions of the City, and any part of any ordinance or resolution, inconsistent with this Eleventh Supplemental Ordinance are hereby repealed to the extent of such inconsistency.

Section 21. Effective Date.

This Eleventh Supplemental Ordinance shall become effective upon its enactment.

[Signature page follows]

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Enacted by the City Council of the City of Columbia, South Carolina, this _____ day of _____, 2016.

CITY COUNCIL OF THE CITY OF COLUMBIA,
SOUTH CAROLINA

By:_____
Mayor

(SEAL)

ATTEST:

_____
Clerk

Date of First Reading:
Date of Second Reading:

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SCHEDULE I

List of New Projects

WATER CIP

Rehabilitation and Installation of Water Lines for Water Quality and Fire Protection Upgrades
System Wide Expansion
Columbia Canal Water Treatment Plant Upgrades
Lake Murray Water Treatment Plant Upgrades

SEWER CIP

Rehabilitation and Installation of Sewer Lines and Manholes
System Capacity Upgrades
System Wide Expansion
Metro Wastewater Treatment Plant Upgrades

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EXHIBIT A

FORM OF NEW BOND

Unless this certificate is presented by an authorized representative of The Depository Trust Company, New York, New York ("DTC") to the City of Columbia, South Carolina or its agent for registration of transfer, exchange, or payment and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
CITY OF COLUMBIA
WATERWORKS AND SEWER SYSTEM [REFUNDING] REVENUE BOND
SERIES (YEAR)

REGISTERED

No. R-_____

Original Issue Date	Maturity Date	Interest Rate	CUSIP
_____ 1, 2016	*(As set forth in Schedule A)*		

REGISTERED HOLDER: CEDE & CO.

PRINCIPAL AMOUNT: $_____

The City of Columbia, South Carolina (the "City"), is justly indebted and, for value received, hereby promises to pay to the Registered Holder (named above), or registered assigns, but solely from the Net Revenues hereinafter mentioned and not otherwise, the Principal Amount shown above on the Maturity Date shown above (unless the within Bond shall be subject to prior redemption and shall have been duly called for previous redemption and payment of redemption price made or provided for), upon presentation and surrender of this Bond at the principal office of _____, as paying agent (the "Paying Agent") in _____, and to pay interest, but solely from the Net Revenues hereinafter mentioned and not otherwise, on such principal amount from the date hereof at the Interest Rate per annum shown above until this Bond matures. Interest on this Bond is payable (calculated on the basis of a 360-day year comprised of twelve 30-day months) on _____, and semiannually thereafter on February 1 and August 1 of each year, until this Bond matures, and shall be payable by wire transfer to the registered holder owning at least $1,000,000 aggregate principal amount of the Bonds to an

account within the continental United States or by check or draft mailed to the person in whose name this Bond is registered on the registration books of the City maintained by _____ (the "Registrar"), in _____, at the close of business on the fifteenth (15th) day of the calendar month preceding each semiannual interest payment date. The principal, redemption premium, if any, and interest on this Bond are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts; provided, however, that interest on this fully registered Bond shall be paid by wire transfer, check or draft as set forth above.

THIS BOND HAS BEEN ISSUED UNDER THE PROVISIONS OF TITLE 6, CHAPTER 17, CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, AND DOES NOT CONSTITUTE AN INDEBTEDNESS OF THE CITY WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION (OTHER THAN ARTICLE X, SECTION 14, PARAGRAPH 10 OF THE SOUTH CAROLINA CONSTITUTION AUTHORIZING OBLIGATIONS PAYABLE SOLELY FROM SPECIAL SOURCES NOT INVOLVING REVENUES FROM ANY TAX OR LICENSE) OR STATUTORY LIMITATION. THIS BOND AND THE BONDS OF THE SERIES OF WHICH IT IS ONE SHALL NOT CONSTITUTE A DEBT OF THE CITY, NOR A CHARGE, LIEN OR ENCUMBRANCE, LEGAL OR EQUITABLE, UPON ANY PROPERTY OF THE CITY OR ON ANY INCOME, RECEIPTS OR REVENUES THEREOF, OTHER THAN THE AFORESAID NET REVENUES OF THE SYSTEM (AS DEFINED HEREIN) PLEDGED THERETO. NO RECOURSE SHALL BE HAD FOR THE PAYMENT OF THIS BOND OR THE INTEREST THEREON AGAINST THE GENERAL FUND OF THE CITY AND NEITHER THE CREDIT NOR THE TAXING POWER OF THE CITY SHALL BE DEEMED TO BE PLEDGED THERETO. THE FULL FAITH, CREDIT AND TAXING POWERS OF THE CITY ARE NOT PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS BOND.

This Bond shall not be entitled to any benefit under the Bond Ordinance (hereinafter defined), nor become valid or obligatory for any purpose, until the certificate of authentication hereon shall have been duly executed by the Registrar.

This Bond is one of an authorized series of Bonds (as defined in the Bond Ordinance) of the aggregate principal amount of _____ ($_____) of like date of original issue, tenor and effect, except as to number, date of maturity, principal amount, date of authentication, registered holder, redemption provisions and rate of interest, issued by the City for the purpose of making certain improvements, enlargements and extensions to the City's Water and Sewer System (the "System"). This Bond and the series of Bonds of which it is one are authorized to be issued and are issued under, pursuant to and in full compliance with the Constitution and statutes of the State of South Carolina, including particularly Article X, Section 14(10) of the South Carolina Constitution and Title 6, Chapter 17 of the Code of Laws of South Carolina, 1976, as amended (collectively the "Act"). This Bond and the series of Bonds of which it is one are also authorized to be issued and are issued under and pursuant to General Bond Ordinance No. 93-43 of the City Council of the City (the "Council") enacted on May 21, 1993, as amended (as so amended, the "General Bond Ordinance"), and as supplemented by the Eleventh Supplemental Ordinance No. 2016-046 of the Council enacted on _____, 2016 (the "Eleventh Supplemental Ordinance,"

and together with the General Bond Ordinance, the "Bond Ordinance"), under the Act which Bond Ordinance has been duly codified and indexed as prescribed by law.

The Bond Ordinance contains provisions defining terms, including the properties comprising the System; sets forth the revenues pledged for the payment of the principal of and interest on this Bond and the Bonds of other series which may hereafter be issued on a parity herewith under the Bond Ordinance; sets forth the nature, extent and manner of enforcement of the security of this Bond and of such pledge, and the rights and remedies of the holder hereof with respect thereto; sets forth the terms and conditions upon which and the extent to which the Bond Ordinance may be altered, modified and amended; sets forth the terms and conditions upon which this Bond is issued upon which other bonds may be hereinafter issued payable as to principal, premium, if any, and interest on a parity with this Bond and equally and ratably secured herewith; sets forth the rights, duties and obligations of the City thereunder; and sets forth the terms and conditions upon which the pledge made in the Bond Ordinance for the security of this Bond and upon which the covenants, agreements and other obligations of the City made therein may be discharged at or prior to the maturity or redemption of this Bond with provisions for the payment thereof in the manner set forth in the Bond Ordinance. Reference is hereby made to the Bond Ordinance to all of the provisions of which any holder of this Bond by the acceptance hereof thereby assents. The provisions of the General Bond Ordinance pertaining to (1) the definitions of the "Debt Service," "Expenses of Operating and Maintaining the System" and "Maximum Debt Service", (2) the additional bonds' test (including the calculation of interest on Variable Rate Bonds for purposes thereof), (3) the rate covenant, and (4) the ability of underwriters, purchasers or bond insurers to assent to amendments to the General Bond Ordinance, have been amended by Supplemental Ordinances to the General Bond Ordinance. The provisions of the Act and the Bond Ordinance shall be a contract with the holder of this Bond.

This Bond and the series of Bonds of which it is one and the interest thereon are special obligations of the City and are secured by and payable solely from, and secured equally and ratably by a pledge of and lien upon, the Net Revenues (as defined in the General Bond Ordinance) derived by the City from the System; and on a parity with the Bonds of 2009, the Bonds of 2010 [which will remain outstanding after the issuance of this Bond and the series of Bonds of which it is one], the Bonds of 2011A, the Bonds of 2011B, the Bonds of 2012 and the Bonds of 2013 (as such terms are defined in the Eleventh Supplemental Ordinance) and any Series of Bonds (as defined in the General Bond Ordinance) which are presently Outstanding (as defined in the General Bond Ordinance) or which may be hereafter issued under the General Bond Ordinance payable from such Net Revenues on a parity and equally and ratably secured therewith.

This Bond and the series of Bonds of which it is one maturing on or prior to February 1, ____, shall not be subject to redemption prior to their stated maturities. This Bond and the series of Bonds of which it is one maturing on or after February 1, ____, shall be subject to redemption prior to maturity, at the option of the City, on and after February 1, ____, in whole or in part at any time in such order of their maturities as the City shall determine and by lot within a maturity, at the redemption prices with respect to each Bond, expressed as a percentage of the principal amount to be redeemed, as set forth below, together, in each such case, with the interest accrued on such principal amount to the date fixed for redemption:

Period During Which Redeemed (both dates inclusive)	Redemption Prices

If less than all the Bonds of the series of which this Bond is one of any maturity are called for redemption, the Bonds of such maturity to be redeemed shall be selected by lot by the Registrar. In the event this Bond is redeemable, as aforesaid, and shall be called for redemption, notice of the redemption hereof, describing this Bond and specifying the redemption date and the premium payable upon such redemption, shall be given by the Registrar by first class mail, postage prepaid, to the registered owner thereof not less than thirty (30) days and not more than sixty (60) days prior to the redemption date at the last address appearing upon the registration books of the City. If this Bond be redeemable and shall have been duly called for redemption and notice of the redemption hereof mailed as aforesaid, and if on or before the date fixed for such redemption, payment hereof shall be duly made or provided for, interest hereon shall cease to accrue from and after the redemption date hereof.

The Bonds of the series of which this Bond is one maturing in the year ____ shall be retired by sinking fund installments which shall be accumulated in the Series Debt Service Fund (as defined in the Eleventh Supplemental Ordinance) in amounts sufficient to redeem on February 1 of each year, at a redemption price equal to the principal amount of the Bond or Bonds to be redeemed, together with interest accrued thereon to the date fixed for redemption, the principal amount of such Bonds specified for each of the years shown below:

Year	Principal Amount

The Bonds of the series of which this Bond is one maturing in the year ____ shall be retired by sinking fund installments which shall be accumulated in the Series Debt Service Fund in amounts sufficient to redeem on February 1 of each year, at a redemption price equal to the principal amount of the Bond or Bonds to be redeemed, together with interest accrued thereon to the date fixed for redemption, the principal amount of such Bonds specified for each of the years shown below:

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Year	Principal Amount

At its option, to be exercised on or before the sixtieth (60th) day prior to any mandatory redemption date, the City may (i) deliver to the Registrar for cancellation, Bonds which are subject to mandatory redemption in any aggregate principal amount desired or (ii) receive a credit in respect of its mandatory redemption obligation for any such Bonds which, prior to such date, have been purchased or redeemed (otherwise than through the operation of the mandatory redemption requirement) by the City and cancelled by the Registrar and not theretofore applied as a credit against any mandatory redemption obligation. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registrar, at one hundred 100 percent (100%) of the principal amount thereof, to the obligation of the City on those respective mandatory redemption obligations in chronological order, and the principal amount of the Bonds to be redeemed by operation of the mandatory redemption requirement shall be accordingly reduced.

This Bond is transferable, as provided in the Bond Ordinance, only upon the books of the City kept for that purpose at the principal office of the Registrar by the registered owner in person or by his duly authorized attorney upon surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond or Bonds of the same aggregate principal amount, rate of interest and maturity shall be issued to the transferee in exchange therefor as provided in the Bond Ordinance. The City, the Registrar and the Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or redemption premium, if any, hereof and interest due hereon and for all other purposes.

To the extent and in the manner permitted by the terms of the Bond Ordinance, the provisions of this Bond or of the Bond Ordinance, or any ordinance amendatory thereof or supplemental thereto, may be amended or modified by the City with the written consent of the holders of at least sixty-six and two-thirds percent (66-2/3%) in principal amount of the Bonds of the series of which this Bond is one then outstanding under the Bond Ordinance (including the Bonds of the series of which this Bond is one); provided, that no such amendment or modification shall permit a change in the date of maturity of any installment of principal hereof or date of optional or mandatory redemption of any Bond or the date of payment of interest thereon or a reduction in the principal amount or redemption price thereof or rate of interest thereon without the consent of the holder of each such Bond affected thereby, or shall reduce the percentage of the principal amount of Bonds, the consent of the holders of which is required by the Bond Ordinance to effect such an amendment or modification.

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Under the laws of the State of South Carolina, this Bond and the interest hereon are exempt from all State, county, municipal, school district and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

It is hereby certified, recited and declared that all acts, conditions and things required by the Constitution and statutes of the State of South Carolina to exist, to happen and to be performed precedent to and in the issuance of this Bond, do exist, have happened and have been performed in due time, form and manner as required by law; that the series of which this Bond is a part does not exceed any constitutional or statutory limitation of indebtedness; and that provision has been made for the payment of the principal of and interest on this Bond and the series of which it is a part, as provided in the Bond Ordinance.

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IN WITNESS WHEREOF, the City of Columbia, South Carolina, has caused this Bond to be executed in its name by the manual/facsimile signature of the Mayor of the City and attested by the manual/facsimile signature of the Clerk of the City under the seal of the City impressed, imprinted or reproduced hereon.

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____
Mayor

(SEAL)

ATTEST:

_____
Clerk

(FORM OF REGISTRAR'S CERTIFICATE OF AUTHENTICATION)

This Bond is one of the Bonds described in the within-mentioned Bond Ordinance of City of Columbia, South Carolina.

_____,
Registrar

Dated:_____ By:_____
Authorized Officer

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(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

_____

(Name and Address of Transferee)

the within Bond and does hereby irrevocably constitute and appoint _____attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed

_____

Notice: Signature must be guaranteed by an institution which is a participant in the Securities Transfer Agents Medallion Program ("STAMP") or similar program.

(Authorized Officer)

_____

Notice: The signature to the assignment must correspond with the name of the registered holder as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

JT TEN - as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT MIN ACT -

_____ Custodian _____
(Cust) (Minor)
under Uniform Gifts to
Minors Act _____
(State)

Additional abbreviations may also be used though not in above list.

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CERTIFICATE

IT IS HEREBY CERTIFIED that the following are true and correct copies of the respective approving opinions of McNair Law Firm, P.A., Columbia, South Carolina, and Johnson, Toal & Battiste, P.A., Columbia, South Carolina, the originals of which were manually executed, dated and issued as of the date of the delivery of and payment for the bonds, and copies of which are on file with the City of Columbia, South Carolina.

CITY OF COLUMBIA, SOUTH CAROLINA

By:_____
Clerk

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SCHEDULE A

$_____

City of Columbia, South Carolina
Waterworks and Sewer System [Refunding] Revenue Bonds,
Series (year)

Maturity (February 1)	Principal Amount	Interest Rate	CUSIP Number

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EXHIBIT B

FORM OF BOND PURCHASE AGREEMENT

PURCHASE CONTRACT
RELATED TO:

$[]
CITY OF COLUMBIA, SOUTH CAROLINA
WATERWORKS AND SEWER SYSTEM REVENUE BONDS
SERIES 2016A

$[]
CITY OF COLUMBIA, SOUTH CAROLINA
WATERWORKS AND SEWER SYSTEM REFUNDING REVENUE BONDS
SERIES 2016B

PURCHASE CONTRACT

[], 2016

The Honorable Mayor and Members of City Council
City of Columbia
1225 Laurel Street
Columbia, South Carolina 29201

The undersigned, [], on behalf of itself and as representative of [], as the Underwriter ("Underwriter"), offers to enter into this Purchase Contract with the City of Columbia, South Carolina ("City"), which, upon the acceptance of this offer and the execution of this Purchase Contract by the City, shall be in full force and effect in accordance with its terms and shall be binding upon the City and the Underwriter. This offer is made subject to your acceptance of this Purchase Contract on or before 4 p.m. local time, on [], 2016, and, if not so accepted, will be subject to withdrawal by the Underwriter upon notice delivered to your office at any time prior to the acceptance hereof by you. All terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Preliminary Official Statement (defined below) or the Ordinance (defined below).

1. ***Offer and Sale of Bonds***. Upon the terms and conditions and upon the basis of the representations and warranties hereinafter set forth, the Underwriter hereby agrees to purchase from the City $[] aggregate principal amount of the City's Waterworks and Sewer System Revenue Bonds, Series 2016A ("Series 2016A Bonds") and $[] aggregate principal amount of the City's Waterworks and Sewer System Refunding Revenue Bonds, Series 2016B ("Series 2016B Bonds," with the Series 2016A Bonds, "Bonds"), and the City hereby agrees to sell to the Underwriter all (but not less than all) of the Bonds.

The purchase price for the Bonds shall be $[] (representing the par amount of the Bonds less an Underwriter's discount of $[], [plus][less] [aggregate] original issue [premium][discount] of $[]). The Underwriter may change the offering prices of the Bonds at any time and from time to time.

2. ***Authorization and Purpose***. The Bonds shall be authorized and issued pursuant to the following: (i) Title 6, Chapter 17, and Title 11, Chapter 21, of the Code of Laws of South Carolina 1976, as amended ("Enabling Act"); (ii) the General Bond Ordinance No. 93-43 enacted by the City Council of the City ("City Council") on May 21, 1993 ("Bond Ordinance"), as amended and supplemented, including as amended and supplemented by the Eleventh Supplemental Ordinance No. 2016-[], enacted by the City Council on [], 2016 (together with "Bond Ordinance," as so amended and supplemented, "Ordinance").

Proceeds of the Bonds will be used, as applicable, to (i) fund the improvements, extensions and enlargements to the System, (ii) refund certain maturities of the City's original issue $105,000,000 Waterworks and Sewer System Revenue Bonds, Series 2010 Bonds, original issue $100,000,000 Waterworks and Sewer System Revenue Bonds, Series 2011A Bonds (collectively, "Refunded Bonds"); and (iii) pay the costs incurred in connection with the issuance of the Bonds. The Bonds shall mature on such dates and in such principal amounts, shall bear interest at such rates, shall be reoffered at the prices and yields and shall be subject to optional redemption, all as set forth in Exhibit A attached hereto and made a part hereof. The Depository Trust Company ("DTC") shall act as securities depository for the Bonds, which shall be issued in book-entry form.

Payment of the Bonds will be secured by a pledge of and lien on the Net Revenues derived by the City from the System on a parity with the pledges thereof securing the Bonds of 2009, the Bonds of 2010, the Bonds of 2011A, the Bonds of 2011B, the Bonds of 2012, and the Bonds of 2013.

3. ***Official Statement***. The City has previously provided to the Underwriter copies of the Preliminary Official Statement with respect to the Bonds dated [], 2016 ("Preliminary Official Statement"). As of its date, the Preliminary Official Statement has been "deemed final" by the City for purposes of Rule 15c2-12(b)(1) under the Securities Exchange Act of 1934 except for the offering prices, interest rates, selling commissions, principal amount per maturity, optional and mandatory redemption provisions, sources and uses of funds and delivery dates of the Bonds. Within seven business days of the date hereof and, in any event, in sufficient time to accompany confirmations requesting payment from customers, the City agrees to supply to the Underwriter a final Official Statement executed by the City ("Official Statement") and in a sufficient quantity to comply with Rule 15c2-12(b)(1) and the rules of the Municipal Securities Rulemaking Board ("MSRB") and to ensure a copy of the Official Statement is placed on http://emma.msrb.org/ in such a way as to assist the Underwriter in complying with MSRB Rule G-32. The City hereby consents to and ratifies the use by the Underwriter of the Preliminary Official Statement and the Official Statement in connection with the public offering of the Bonds.

4. ***Offering.*** The Underwriter intends to make an initial bona fide public offering of all the

Bonds at not in excess of the public offering price or prices (nor lower than the yield or yields) set forth in Exhibit A hereto and may subsequently change such offering price or prices (or yield or yields) without any requirement of prior notice to the City. The Underwriter may offer and sell Bonds to certain dealers (including dealers depositing Bonds into investment trusts) and others, as stated in Paragraph 1 above, at prices lower than the public offering price or prices stated.

5. ***Representations and Warranties of the City.*** The City hereby represents and warrants to the Underwriter that:

(a) The City is a municipal corporation existing under the laws of the State of South Carolina.

(b) The City is authorized by the laws of the State of South Carolina, including particularly the Enabling Act, to enact the Ordinance, to issue the Bonds, to enter into this Purchase Contract and to secure the Bonds in the manner contemplated by the Ordinance.

(c) The City has full power and authority to consummate the transactions contemplated by this Purchase Contract, the Bonds, the Ordinance, the Official Statement and as otherwise set forth herein.

(d) The City has duly approved and authorized the distribution and use of the Preliminary Official Statement and the execution, delivery and distribution of the Official Statement; the City has delivered the Preliminary Official Statement to the Underwriter, and the City deems the Preliminary Official Statement to be final for the purpose of SEC Rule 15c2-12(b)(1) except for the offering prices, interest rates, selling commissions, principal amount per maturity, optional and mandatory redemption provisions, sources and uses of funds and delivery dates of the Bonds; the Official Statement will be a final official statement as such term is defined in Rule 15c2-12(b)(1), as of its date; and nothing has come to the City's attention which would lead it to believe that (i) except for the offering prices, interest rates, selling commissions, principal amount per maturity, optional and mandatory redemption provisions, sources and uses of funds and delivery date of the Bonds, the information contained in the Preliminary Official Statement is not true and correct in all material respects or contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements made in the Preliminary Official Statement, in light of the circumstances under which they were made, misleading; and (ii) the information to be contained in the Official Statement will not be true and correct in all material respects or will contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made in the Official Statement, in light of the circumstances under which they were made, misleading (excluding from (i) and (ii), above, the information relating to DTC and its affiliates and the book-entry only system of registration and transfer and related information under the caption "THE 2016 BONDS—Book-Entry Only System"; the information relating to the Underwriter under the caption "MISCELLANEOUS – Underwriting" and the stabilizing language on the inside front cover).

(e) The City has duly enacted the Ordinance and duly authorized all necessary action to be taken by it for: (i) the issuance and sale of the Bonds upon the terms set forth herein, in the Ordinance and in the Official Statement; (ii) the approval of the Official Statement and the

execution of the Official Statement by a duly authorized officer; (iii) the application of the proceeds of the Bonds for the purposes described in the Official Statement; and (iv) the execution, delivery and receipt of this Purchase Contract, the Bonds and any and all such other agreements and documents as may be required to be executed, delivered, and received by the City in order to carry out, give effect to, and consummate the transactions contemplated hereby and by the Official Statement.

(f) The Bonds, when issued, delivered and paid for as herein and in the Ordinance provided, will have been duly authorized, executed, issued and delivered and will constitute special obligations of the City entitled to the benefits and security of the Ordinance. The Bonds and the interest thereon do not constitute an indebtedness of the City within the meaning of any provision, limitation or restriction of the South Carolina Constitution (other than Article X, Section 14, Paragraph 10 of the South Carolina Constitution authorizing indebtedness payable solely from a revenue-producing project not involving revenues from any tax or license) or the laws of the State of South Carolina and are payable by the City solely from the Net Revenues of the System.

(g) The City, immediately after the Closing, will apply the proceeds from the sale of the Bonds as described in the Ordinance and the Preliminary Official Statement and as more fully described in the certificates delivered at the Closing. The City will not knowingly take or omit to take any action, which action or omission will in any way cause the proceeds from the sale of the Bonds to be applied in a manner other than as provided in the Ordinance or would cause the interest on the Bonds to be includable in gross income for federal income tax purposes.

(h) Except as stated in the Preliminary Official Statement, or as may be supplemented in the Official Statement, there is no action, suit, hearing, proceeding, inquiry or investigation at law or in equity or before or by any court, public board, agency or body pending or, to the best of the City's knowledge, threatened in writing against or directly affecting the City contesting the due organization and valid existence of the City or wherein an unfavorable decision, ruling or finding would, in any way, adversely affect (i) the transactions contemplated hereby or by the Official Statement or the validity or due enactment of the Ordinance or the validity, due authorization and execution of the Bonds, this Purchase Contract or any agreement or instrument to which the City is a party and which is used or contemplated hereby or by the Official Statement, (ii) the federal tax-exempt status of the interest on the Bonds, (iii) the exemption of interest on the Bonds from taxation in South Carolina as described in Paragraph 5(j) below, (iv) the organization, existence or powers of the City or the title of the Mayor or any of the members of the City Council or any officers of the City, or (v) the business, properties or assets or the condition, financial or otherwise, of the City.

(i) The execution and delivery by the City of the Official Statement, this Purchase Contract and the other documents contemplated hereby and by the Official Statement, and the enactment of the Ordinance and compliance with the provisions thereof do not and will not conflict with or constitute on the part of the City a breach of or a default under any existing law, court or administrative regulation, decree, order or any agreement, indenture, mortgage or lease by which it is or, on the date of Closing, will be bound, and this Purchase Contract constitutes a legally binding obligation of the City enforceable in accordance with its terms, except as enforceability

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may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally and by equitable principles, whether considered at law or in equity.

(j) There is no legislation enacted or, to the best of the City's knowledge, pending, the effect of which would be to remove the exemption of the interest on the Bonds from any taxation under the laws of South Carolina, except inheritance or other transfer taxes and certain franchise taxes.

(k) The City has not been notified of any listing or proposed listing of disqualification by the Internal Revenue Service to the effect that the City is a bond issuer that may not certify its bonds.

(l) If, between the date of this Purchase Contract and the Termination of the Disclosure Period (hereinafter defined), any event shall occur to the knowledge of the undersigned which could reasonably cause or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (other than the information relating to DTC and its affiliates and the book-entry only system of registration and transfer and related information under the caption "THE 2016 BONDS—Book-Entry Only System"; the information relating to the Underwriter under the caption "MISCELLANEOUS – Underwriting" and the stabilizing language on the inside front cover), the City shall notify the Underwriter thereof, and, if in the opinion of the Underwriter such event requires the preparation and publication of a supplement or amendment to the Official Statement, the City will at its own expense forthwith prepare and furnish to the Underwriter (1) a sufficient number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to the Underwriter) which will supplement or amend the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances existing at such time, not misleading, and (2) if such notification shall be subsequent to the Closing, such legal opinion, certification, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of such supplement or amendment to the Official Statement.

For purposes of this Purchase Contract:

(i) The "Termination of the Disclosure Period" shall mean the later of (1) the earlier of (x) the ninetieth day following the End of the Underwriting Period (as defined in subparagraph (ii) below) and (y) the time when the Official Statement is available to any person from a nationally recognized municipal securities information repository, and (2) the twenty-fifth day following the End of the Underwriting Period; and

(ii) The "End of the Underwriting Period" shall mean the later of (1) the Closing Date that the "End of the Underwriting Period" for purposes of Rule 15c2-12 will not occur on the Closing Date and (2) the date on which notice is given to the City by the Underwriter in accordance with the following sentence. In the event that the Underwriter has given notice to the City pursuant to clause (1) that the "End of the Underwriting Period" will not occur on the Closing Date, the Underwriter agrees to notify the City in writing as soon as practicable of the "End of the Underwriting Period"

for purposes of Rule 15c2-12.

(m) Between the time of the City's acceptance hereof and the Closing, the City will not have executed or issued any bonds or notes or incurred any other obligations for borrowed money, in each case, which are payable from, or secured by a pledge of, the Net Revenues of the System on a parity with the pledge thereof securing the Bonds, and there will not have been any adverse change of a material nature in the financial position, method of operation, or personnel of the System.

(n) Except as otherwise disclosed in the Preliminary Official Statement, the City is in material compliance with the City's undertakings, as provided under Rule 15c2-12.

6. ***Closing.*** At 10:00 a.m., local time, on [], 2016, or at such other time or such other date as shall have been agreed upon by the City and Underwriter, the City will deliver, or cause to be delivered, to the Underwriter the Bonds, in fully registered form, together with the other documents hereinafter mentioned; and the Underwriter will accept such delivery and pay the purchase price of the Bonds to the City in Federal or other immediately available funds. Time shall be of the essence, and delivery at the time and place specified pursuant to this Purchase Contract is a further condition to the obligations of the Underwriter hereunder.

Payment and delivery of the Bonds as aforesaid shall be made at the offices of the City, or at such other place as the City and the Underwriter agree upon, provided, however, that the Bonds will be physically delivered to DTC in New York, New York, or pursuant to arrangements with DTC, to [], as trustee ("Trustee") under the terms of a "FAST" closing. Such payment and delivery is herein called the "Closing." The Bonds will be delivered as fully registered Bonds in book-entry form, in the form of one certificate per maturity and registered in the name of "Cede & Co." At the direction of the City, the Trustee shall release or authorize the release of the Bonds at the Closing to the Underwriter upon receipt of payment for the Bonds as aforesaid. In addition, the City and the Underwriter agree that there shall be a preliminary closing on [], 2016, or on such other date agreed upon by the City and the Underwriter.

7. ***Closing Conditions.*** The Underwriter's obligation to purchase the Bonds at the Closing is subject to the following conditions which must be performed in a timely fashion as set forth herein: (i) the performance by the City of its obligations to be performed hereunder and (ii) the following conditions, including the delivery by the City of such documents as are enumerated herein in form and substance reasonably satisfactory to the Underwriter:

(a) At the time of Closing, (i) the Official Statement shall not have been amended, modified or supplemented except as may be agreed to by the Underwriter, and the Ordinance shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter, (ii) the proceeds of the sale of the Bonds shall be applied as described in the Official Statement, (iii) all official action of the City related to the Bonds shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter, and (iv) the City shall have duly enacted and there shall be in full force and effect such proceedings as, in the opinion of McNair Law Firm, P.A. and Johnson, Toal & Battiste, P.A. ("Co-Bond Counsel"), shall be necessary in connection with the transactions contemplated hereby.

(b) The Underwriter shall have the right to cancel its obligation to purchase the Bonds (and such cancellation shall not constitute a default hereunder by the Underwriter) if between the date hereof and the Closing:

(i) legislation shall be enacted or be actively considered for enactment by the Congress, or recommended to the Congress for passage by the President of the United States, or favorably reported for passage to either House of the Congress by a committee of such House to which such legislation has been referred for consideration, a decision by a court of the United States or the United States Tax Court shall be rendered, or a ruling, regulation or official statement by or on behalf of the Treasury Department of the United States, the IRS or other governmental agency shall be made or proposed to be made with respect to federal taxation upon revenues or other income of the general character to be derived by the City or by any similar body, or upon interest on obligations of the general character of the Bonds, or other action or events shall have transpired that have the purpose or effect, directly or indirectly, of changing the federal income tax consequences of any of the transactions contemplated in connection herewith, that, in the opinion of the Underwriter, materially and adversely affects the market price of the Bonds or the market price generally of obligations of the general character of the Bonds;

(ii) any legislation, ordinance or regulation shall be enacted or be actively considered for enactment by any governmental body, department or agency of the State, or a decision by any court of competent jurisdiction within the State shall be rendered that, in the opinion of the Underwriter, materially and adversely affects the market price of the Bonds;

(iii) any action shall have been taken by the Securities and Exchange Commission that would require the registration of the Bonds under the Securities Act of 1933, as amended ("1933 Act"), or the qualification of the Ordinance under the Trust Indenture Act of 1939, as amended, or it appears that the Underwriter, by selling the Bonds, would subject itself to liability under the 1933 Act, the 1934 Act or any blue sky law;

(iv) any event shall have occurred or shall exist that, in the opinion of the Underwriter, either (i) makes untrue or incorrect in any material respect any statement or information contained in the Official Statement, or (ii) is not reflected in the Official Statement and should be reflected therein in order to make the statements and information contained therein not misleading in any material respect;

(v) there shall have occurred any outbreak of, or escalation in, hostilities or other national or international calamity or crisis or a financial crisis, including, but not limited to, the United States engaging in hostilities, or a Declaration of War or a national emergency by the United States on or after the date hereof which, in the sole opinion of the Underwriter, would affect materially and adversely the ability of the Underwriter to market the Bonds;

(vi) trading shall be suspended, or new or additional trading or loan restrictions shall be imposed, by the New York Stock Exchange or other national securities exchange or governmental authority with respect to obligations of the general character of the Bonds or a general banking moratorium shall be declared by federal, South Carolina or New York authorities;

(vi) there shall have occurred any change in the financial condition or affairs of the City or the System the effect of which is, in the sole judgment of the Underwriter, so material and adverse as to make it impracticable or inadvisable to proceed with the offering or delivery of the Bonds on the terms and in the manner contemplated by the Official Statement;

(vii) either of the ratings of the Bonds shall have been downgraded or withdrawn, or becomes

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the subject of a published negative credit watch, which in the Underwriter's sole opinion, materially adversely affects the market price of the Bonds;

(viii) any litigation shall be instituted, pending or threatened to restrain or enjoin the issuance, sale or delivery of the Bonds or in any way contesting or questioning any authority for or the validity of the Bonds or the money or revenues pledged to the payment thereof or any of the proceedings of the City taken with respect to the issuance and sale thereof;

(ix) the "blue sky" or securities commission of any state in the United States has withheld registration, exemption, or clearance of the offering of the Bonds, and, in the sole opinion of the Underwriter, the effect of the withholding will materially and adversely affect the market price or marketability of the Bonds;

(x) the purchase of and payment for the Bonds by the Underwriter, or their resale or reoffering by the Underwriter, on the terms and conditions contemplated by this Purchase Contract and the Official Statement, is prohibited by any applicable law or governmental regulation or by order of any court, government authority, board, agency, or commission or would subject the Underwriter to liability under the 1933 Act, the 1934 Act, common law or otherwise;

(xi) additional material restrictions not in force on the date of this Purchase Contract have been imposed on trading in securities generally or by a governmental authority or Financial Industry Regulatory Authority; or

(xii) there shall have occurred any event other than those listed above, the effect of which is, in the reasonable and exclusive judgment of the Underwriter, material and adverse to make it impractical or inadvisable to proceed with the offering of the Bonds on the terms and in the manner contemplated by the Official Statement.

(c) At the time of Closing, the City shall have duly adopted all proceedings required by the Enabling Act and all other applicable laws and regulations, State or federal, necessary to enable Co-Bond Counsel to deliver an unqualified opinion with respect to due authorization, execution and delivery of the Bonds.

(d) The Underwriter shall have received, within a sufficient time period for such Official Statements to accompany confirmations delivered by the Underwriter to potential investors in accordance with the Rules of the MSRB but in no event later than seven business days following the date hereof, a quantity of Official Statements adequate to enable the Underwriter to meet the continuing obligations imposed on it by Rule 15c2-12 under the 1934 Act.

(e) At or prior to the Closing, the Underwriter shall receive one executed original of the following documents, unless otherwise indicated:

(i)(A) the unqualified approving opinions of Co-Bond Counsel each dated the date of Closing, addressed to the City in substantially the forms of Appendix "D" of the Official Statement, and (B) supplemental opinions of Co-Bond Counsel, each dated the date of Closing and addressed to the Underwriter, in substantially the forms set forth in Exhibit B attached hereto;

(ii) a certificate of the City, dated the date of Closing signed by an official of the City, in substantially the form attached hereto as Exhibit C;

(iii) a specimen of the Bonds;

(iv) an opinion of Teresa A. Konx, Esquire, Counsel to the City, addressed to the City and the Underwriter, dated the date of Closing in substantially the form attached hereto as Exhibit D;

(v) evidence satisfactory to the Underwriter that the Bonds have been rated "[]" by Moody's Investors Service, Inc. ("Moody's") and "[]" by Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business ("Standard & Poor's");

(vi) a certified copy of the Ordinance;

(vii) a copy of the Official Statement executed on behalf of the City by a duly authorized official of the City;

(viii) an executed copy of the Disclosure Dissemination Agent Agreement dated the date of Closing, between the City and Digital Assurance Certification, L.L.C.;

(ix) the opinions of Parker Poe Adams & Bernstein LLP and the Starkes Law Firm, LLC, Co-Counsel to the Underwriter, addressed to the Underwriter and dated the date of Closing in substantially the forms attached hereto as Exhibit E;

(x) other certificates of the City or information of the City contained in certificates listed in the Closing Memorandum to be approved by counsel to the City and Co-Bond Counsel, and such additional opinions, as Co-Bond Counsel may reasonably request to evidence (A) compliance by the City with legal requirements, (B) the truth and accuracy, as of the time of Closing, of the respective representations of the City contained herein and (C) the due performance or satisfaction by the City at or prior to such time, of all agreements then to be performed and of all conditions then to be satisfied by the City;

(xi) an executed copy of the Refunding Trust Agreement, dated the date of Closing, between the City and [], as escrow agent ("Escrow Agent");

(xii) a report related to the sufficiency of the Escrow Funds, as defined in the Preliminary Official Statement, for the payment when due or at early redemption on [], of the Refunded Bonds, from [], as described under the heading "VERIFICATION OF MATHEMATICAL COMPUTATIONS" in the Official Statement; and

(xiii) the defeasance opinion of McNair Law Firm, P.A., as Co-Bond Counsel, dated the date of Closing, addressed to the Escrow Agent, in such form as required by the Ordinance.

If the City shall be unable to satisfy the conditions or the obligations contained in this Purchase Contract, or if the obligation of the Underwriter to purchase and accept delivery of the Bonds shall be terminated for any reason permitted by this Purchase Contract or, at the election of the City, if the Closing shall not occur by the end of business on [], 2016, or such alternative date as the parties may mutually establish, this Purchase Contract shall terminate and neither the

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Underwriter nor the City shall be under further obligation hereunder; except that the respective obligations to pay expenses to the extent applicable, as provided in Paragraph 13 hereof, shall continue in full force and effect.

The delivery of any certificate that is required to be delivered in accordance with this Purchase Contract shall be deemed to have been made if the terms of that certificate are included to the satisfaction of the Underwriter within any one certificate or any number of other certificates delivered or caused to be delivered by the party responsible for delivery.

8. ***Issue Price Certificate.*** At the Closing, contemporaneously with the receipt of the Bonds, the Underwriter will deliver to the City a receipt therefor and a certificate as to issue price of the Bonds confirming their reasonable expectations regarding the representations set forth in Paragraph number 4 hereof and as to such other matters reasonable required in order to enable Co-Bond Counsel to render an opinion as to the exclusion from gross income for federal income tax purposes of interest on the Bonds.

9. ***Opinions of Co-Bond Counsel.*** The City will furnish to the Underwriter a reasonable supply of copies of the opinions of Co-Bond Counsel to accompany delivery of the Bonds.

10. ***Annual Audits.*** The City agrees to furnish to the Underwriter, upon request during the life of the outstanding Bonds, a copy of each annual audit report for the System issued by the City from time to time.

11. ***Mutual Performance.*** The obligations of the City hereunder are subject to the performance by the Underwriter of its obligations hereunder.

12. ***Survival of City's Representations, Warranties and Agreements.*** All representations, warranties and agreements of the City hereunder shall remain operative and in full force and effect, regardless of any investigations made by or on behalf of the Underwriter and shall survive delivery and payment of the Bonds.

13. ***Payment of Expenses.*** If the Bonds are sold to the Underwriter by the City, the City shall pay, out of the proceeds of the Bonds, any expenses incident to the performance of its obligations hereunder including but not limited to: (a) the costs of the preparation of the Preliminary Official Statement and Official Statement for the Bonds, including the costs of all proofs and production of final proof, together with the number of copies which the Underwriter deems reasonable and the costs of delivery of the Preliminary Official Statement and Official Statement; (b) the cost of the preparation, printing and delivery of the Bonds in fully-registered form; (c) the fees and disbursements of Co-Bond Counsel, Co-Counsel to the Underwriters and any other experts or consultants retained by the City, including the City's Counsel, financial advisor, independent engineers, accountants, consultants and the charges of Moody's and Standard & Poor's; and (d) fees and costs of the Trustee/Paying Agent and Escrow Agent.

The Underwriter shall pay (a) all advertising expenses in connection with the public offering of the Bonds; (b) all expenses incurred by it in connection with its public offering and distribution of the Bonds, including, but not limited to, the fees and disbursements of any counsel retained by them (other than fees and disbursements of Co-Counsel to the Underwriters

described in paragraph 13); and (c) the cost of preparing and printing the blue sky and legal investment memoranda and the disbursements for filing fees in connection with the aforesaid blue sky and legal investment memoranda.

14. ***Covenants of the City.*** The City agrees:

(a) To deliver promptly to the Underwriter such number of conformed copies of the Official Statement (and any amended or supplemented Official Statement) and the Ordinance as the Underwriter may reasonably request;

(b) Not to supplement or amend, or cause to be supplemented or amended, the Official Statement or the Ordinance from the date of this Purchase Contract through the Termination of the Disclosure Period, without the prior written consent of the Underwriter;

(c) Through the End of Underwriting Period, to prepare any amendment or supplement to the Official Statement that may, in the judgment of the City or the Underwriter, be required so that the Official Statement as amended or supplemented will not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(d) To advise the Underwriter immediately of receipt by the City of any notification with respect to the suspension of the qualification of the Bonds for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose;

(e) To cooperate with the Underwriter including furnishing such information, executing such instruments and taking such other action in cooperation with the Underwriter as may be required to qualify the Bonds for offering and sale under the "blue sky" or other laws of such jurisdictions as the Underwriter may designate; provided that in connection with such qualification the City shall not be obligated to take any action that would subject it to the general service of process in any state where it is not now subject;

(f) Not to take or omit to take any action which action or omission will adversely effect the exemption from federal income taxation of interest on the Bonds under the Internal Revenue Code of 1986, as amended; and

(g) Not to take or omit to take any action which action or omission will in any way cause the proceeds of the Bonds to be applied in a manner contrary to that described in the Ordinance or the Official Statement.

15. ***Notices.*** Any notice or other communication to be given to the City under this Purchase Contract may be given by delivering the same in writing at its address set forth above, and any notice or other communication to be given to the Underwriter under this Purchase Contract may be given by delivering the same in writing to [], Attention: [].

16. ***Arm's-Length Transaction.*** The City acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Purchase Contract is an arm's-length commercial transaction between the City and the Underwriter, (ii) in connection therewith and with the discussions,

undertakings, and procedures leading up to the consummation of this transaction, the Underwriter is and has been acting solely as a principal and is not acting as the agent or fiduciary of the City, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the City with respect to the offering contemplated hereby or the discussions, undertakings, and procedures leading thereto (regardless of whether the Underwriter has provided other services or is currently providing other services to the City on other matters) and the Underwriter has no obligation to the City with respect to the offering contemplated hereby except the obligations expressly set forth in this Purchase Contract, (iv) the Underwriter has financial and other interests that differ from those of the City, and (v) the City has consulted its own legal, financial, and other advisors to the extent it has deemed appropriate.

16. ***Parties in Interest.*** This Purchase Contract is made solely for the benefit of the City and the Underwriter (including any successors or assigns of the Underwriter) and no other person shall acquire or have any right hereunder or by virtue hereof, except that the representation, warranties, and agreements of the City contained in this Purchase Contract shall also be deemed to be for the benefit of the person or persons, if any, who control the Underwriter within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act. Nothing in this Purchase Contract is intended or shall be construed to give any person, other than the persons referred to in this paragraph, any legal or equitable right, remedy or claim under or in respect of this Purchase Contract or any provision contained herein. All of the representations, warranties and agreements of the City contained herein shall remain in full force and effect, regardless of (a) any investigation made by or on behalf of any Underwriter, (b) delivery of the Bonds and payment of amounts required hereunder by or for the City or (c) any termination of this Purchase Contract.

17. ***Governing Law.*** This Purchase Contract shall be governed by and construed in accordance with the laws of the State of South Carolina.

18. ***Effectiveness; Counterpart Execution.*** This Purchase Contract shall become effective upon your acceptance and execution hereof and may be executed in counterparts and such counterparts shall constitute one and the same instrument.

19. ***No Liability.*** Neither the Mayor or members of the City Council, nor any officer, agent, attorney or employee as such, in his or her individual capacity, past, present or future of the City, either directly or through the City, shall be charged personally by the Underwriter with any liability, or held liable to such Underwriter under any term or provision of this Purchase Contract or because of its execution or contemplated execution, or because of any breach or attempted or alleged breach thereof. It is expressly agreed and understood that the obligations of the City under this Purchase Contract are solely corporate obligations and that no personal liability whatsoever shall attach to, or be incurred by, any past, present or future officer, agent, attorney or employee thereof. All personal liability of any character against every such past, present or future officer, agent, attorney and employee of the City is, by the execution of this Purchase Contract and as a condition of, and as part of the consideration for, the execution of this Purchase Contract, expressly waived and released. The immunity of the past, present or future officers, agents, attorneys and employees of the City under the provision contained in this Section shall survive the termination of this Purchase Contract.

DRAFT

[ONE SIGNATURE PAGE FOLLOWS]
[REMAINDER OF PAGE INTENTIONALLY BLANK]

DRAFT

[SIGNATURE PAGE TO PURCHASE CONTRACT]

Very truly yours,

By: [], on behalf of itself and as representative of []

By:_____
Its:_____

Accepted and Agreed to as
of the date first above written.

CITY OF COLUMBIA, SOUTH CAROLINA

By:_____
Its:_____

DRAFT

EXHIBIT A

The Bonds shall mature on the dates and bear interest at the rates and shall be reoffered at the prices as set forth below:

MATURITY SCHEDULE

$[] Serial Bonds

[c]Priced to the call date of []

Redemption

Optional Redemption

The Bonds maturing on or after [] 1, 20[], are subject to redemption prior to maturity on or after [] 1, 20[], at the option of the City, as a whole or in part at any time in such order of their maturities as the City shall determine at the redemption price equal to 100% of the principal amount of the Bonds being redeemed together with accrued interest to the date fixed for redemption.

Mandatory Redemption

[to be updated]

[REMAINDER OF PAGE INTENTIONALLY BLANK]

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EXHIBIT B

Forms of Supplemental Bond Counsel Opinions

[], 2016

[]
on behalf of itself and as representative of
[]
[CITY/STATE]

Re: $[] Waterworks and Sewer System Refunding Revenue Bonds, Series 2016, of the City of Columbia, South Carolina

We have acted as bond counsel in connection with the issuance by the City of Columbia, South Carolina ("City") of its $[] original principal amount Waterworks and Sewer System Refunding Revenue Bonds, Series 2016 ("Bonds"). This opinion is being delivered to you pursuant to paragraph 7(e)(i)(B) of the Purchase Contract dated [], 2016 ("Purchase Contract") between the City and you as the underwriter ("Underwriter"). Capitalized terms not otherwise defined herein shall have the meanings assigned such terms in the Purchase Contract.

Reference is made to our approving opinion ("Opinion") of even date herewith as bond counsel addressed to the City delivered in connection with the issuance of the Bonds. You are hereby authorized to rely upon the Opinion to the same extent as if the Opinion were specifically addressed to you, subject to the qualifications and considerations set forth in the Opinion.

In connection therewith, we have examined:

1. Title 6, Chapter 17, and Title 11, Chapter 21, of the Code of Laws of South Carolina, 1976, as amended.

2. The Purchase Contract.

3. The Official Statement dated [], 2016 ("Official Statement"), relating to the Bonds; provided, however, that we have not reviewed any electronic version of the Official Statement and assume that any such version is identical in all respects to the printed version.

4. The General Bond Ordinance No. 93-4 enacted by City Council ("City Council") of the City on May 21, 1993 ("General Ordinance"), as amended and supplemented, including as amended and supplemented particularly by the [] Supplemental Ordinance No. 2016-[], enacted by the City Council on [], 2016 (collectively, the "Ordinance").

5. The Disclosure Dissemination Agent Agreement dated the date hereof between the City and Digital Assurance Certification, L.L.C. ("Disclosure Agreement").

Based upon the foregoing and examinations of such other documents, and consideration of such matters of law as we have deemed appropriate to enable us to render this opinion, we are of the opinion that:

1. The Purchase Contract and the Disclosure Agreement, respectively, have been duly authorized, executed and delivered by the City.

2. The Official Statement has been duly authorized, approved and delivered by the

City.

3. We have considered the information contained in the Official Statement under the headings entitled: "THE 2016 BONDS" (other than the information under "Book-Entry-Only System"); "SECURITY FOR THE 2016 BONDS"; and in Appendix C of the Official Statement entitled "Summary of Certain Provisions of the Ordinance" and, based upon our review, we are of the opinion that the statements or summaries under such headings (except the information therein related to The Depository Trust Company and its affiliates and the book-entry only system of registration and transfer and related information under the caption "THE 2016 BONDS—Book-Entry Only System," as to which we express no opinion) are, to the extent indicated therein, accurate statements or summaries of the matters set forth or documents referred to therein, and fairly present the information purported to be shown, and the information under the heading "TAX EXEMPTION AND OTHER TAX MATTERS" is true and correct in all material respects.

4. The Ordinance and the Bonds conform as the form and tenor with the terms and provisions thereof as set out in the Official Statement.

5. All conditions precedent to the delivery of the Bonds contained in the Ordinance have been fulfilled.

6. The Bonds are presently exempt from registration under the Securities Act of 1933, as amended, and the Ordinance is presently exempt from qualification as an indenture under the Trust Indenture Act of 1939, as amended.

This opinion is rendered to and may be relied upon solely by the Underwriter and may not be relied upon by any other persons, firms or corporations.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur.

Yours very truly,

McNAIR LAW FIRM, P.A.

DRAFT

[], 2016

[]
on behalf of itself and as representative of
[]
[CITY / STATE]

Re: $[] Waterworks and Sewer System Refunding Revenue Bonds, Series 2016, of the City of Columbia, South Carolina

We have acted as bond counsel in connection with the issuance by the City of Columbia, South Carolina ("City") of its $[] original principal amount Waterworks and Sewer System Refunding Revenue Bonds, Series 2016 ("Bonds"). This opinion is being delivered to you pursuant to paragraph 7(e)(i)(B) of the Purchase Contract dated [], 2016 ("Purchase Contract") between the City and you as the underwriter ("Underwriter"). Capitalized terms not otherwise defined herein shall have the meanings assigned such terms in the Purchase Contract.

Reference is made to our approving opinion ("Opinion") of even date herewith as bond counsel addressed to the City delivered in connection with the issuance of the Bonds. You are hereby authorized to rely upon the Opinion to the same extent as if the Opinion were specifically addressed to you, subject to the qualifications and considerations set forth in the Opinion.

In connection therewith, we have examined:

1. Title 6, Chapter 17, and Title 11, Chapter 21, of the Code of Laws of South Carolina, 1976, as amended.

2. The Purchase Contract.

3. The Official Statement dated [], 2016 ("Official Statement"), relating to the Bonds; provided, however, that we have not reviewed any electronic version of the Official Statement and assume that any such version is identical in all respects to the printed version.

4. The General Bond Ordinance No. 93-4 enacted by City Council ("City Council") of the City on May 21, 1993 ("General Ordinance"), as amended and supplemented, including as amended and supplemented particularly by the [] Supplemental Ordinance No. 2016-[], enacted by the City Council on [], 2016 (collectively, the "Ordinance").

5. The Disclosure Dissemination Agent Agreement dated the date hereof between the City and Digital Assurance Certification, L.L.C. ("Disclosure Agreement").

Based upon the foregoing and examinations of such other documents, and consideration of such matters of law as we have deemed appropriate to enable us to render this opinion, we are of the opinion that:

1. The Purchase Contract and the Disclosure Agreement, respectively, have been duly authorized, executed and delivered by the City.

2. The Official Statement has been duly authorized, approved and delivered by the City.

3. We have considered the information contained in the Official Statement under the

headings entitled: "THE 2016 BONDS" (other than the information under "Book-Entry-Only System"); "SECURITY FOR THE 2016 BONDS"; and in Appendix C of the Official Statement entitled "Summary of Certain Provisions of the Ordinance" and, based upon our review, we are of the opinion that the statements or summaries under such headings (except the information therein related to The Depository Trust Company and its affiliates and the book-entry only system of registration and transfer and related information under the caption "THE 2016 BONDS—Book-Entry Only System," as to which we express no opinion) are, to the extent indicated therein, accurate statements or summaries of the matters set forth or documents referred to therein, and fairly present the information purported to be shown.

4. The Ordinance and the Bonds conform as the form and tenor with the terms and provisions thereof as set out in the Official Statement.

5. All conditions precedent to the delivery of the Bonds contained in the Ordinance have been fulfilled.

6. The Bonds are presently exempt from registration under the Securities Act of 1933, as amended, and the Ordinance is presently exempt from qualification as an indenture under the Trust Indenture Act of 1939, as amended.

This opinion is rendered to and may be relied upon solely by the Underwriter and may not be relied upon by any other persons, firms or corporations.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur.

Yours very truly,

Johnson, Toal & Battiste, P.A.

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EXHIBIT C

GENERAL CERTIFICATE OF THE CITY OF COLUMBIA
REQUIRED BY SECTION 7(e)(ii) OF THE PURCHASE CONTRACT

Pursuant to Section 7(e)(ii) of the Purchase Contract dated [], 2016 ("Purchase Contract"), between the City of Columbia, South Carolina ("City") and [], on behalf of itself and as representative of [], as underwriter ("Underwriter"), the undersigned authorized representative of the City hereby certifies as follows:

1. The representations and warranties of the City in the Purchase Contract are true and correct in all material respects as of the date hereof.

2. There is no action, suit, hearing, proceeding, inquiry or investigation at law or in equity or before or by any court, public board, agency or body pending or, to the best of the City's knowledge, threatened in writing against or directly affecting the City contesting the due organization and valid existence of the City or wherein an unfavorable decision, ruling or finding would, in any way, materially adversely affect (A) the transactions contemplated by the Purchase Contract or the Official Statement dated [], 2016 ("Official Statement"), relating to the $[] City of Columbia, South Carolina Waterworks and Sewer System Refunding Revenue Bonds, Series 2016 (collectively, "Bonds"), or the validity, due authorization and execution of the Purchase Contract, the Disclosure Dissemination Agent Agreement dated [], 2016, between the City and Digital Assurance Certification, L.L.C., or any agreement or instrument to which the City is a party or which is used or contemplated for use in the consummation of the transactions contemplated by the Purchase Contract or by the Official Statement, (B) the federal tax-exempt status of the interest component on the Bonds, (C) the exemption of the interest component on the Bonds from taxation as described in Paragraph 5(j) of the Purchase Contract, (D) the organization, existence or powers of the City or the title of the Mayor or any of the members of the City Council or any officers of the City except as set forth in the Official Statement, or (E) the business, properties or assets or the condition, financial or otherwise, of the City.

3. The information with respect to the City contained in the Official Statement, relating to the Bonds, is, as of its date, true and correct in all material respects. The information with respect to the City contained in the Official Statement does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading, and there has not been any material adverse change in the financial condition or operations of the City since the date of the Official Statement which has not been brought to the attention of the Underwriter in writing prior to the date hereof.

4. To the best of the knowledge and belief of the City, the City reasonably expects as of the date hereof that the proceeds of the Bonds will be used as provided in the Official Statement.

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IN WITNESS WHEREOF, the undersigned has executed this Certificate in the name and on behalf of the City as of [], 2016.

CITY OF COLUMBIA, SOUTH CAROLINA

By:_____
City Manager

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EXHIBIT D

[Form of Opinion of the City Attorney]

[], 2016

[]
on behalf of itself and as representative of
[]
[CITY / STATE]

City of Columbia
Columbia, South Carolina

Re: $[] Waterworks and Sewer System Refunding Revenue Bonds, Series 2016, of the City of Columbia, South Carolina

As counsel to the City of Columbia, South Carolina, a municipal corporation and political subdivision created pursuant to the laws of the State of South Carolina ("City"), I have considered the validity of the City's $[] original principal amount Waterworks and Sewer System Refunding Revenue Bonds, Series 2016 ("Bonds"). This opinion is being delivered to you pursuant to paragraph 7(e)(iv) of the Purchase Contract dated [], 2016 ("Purchase Contract") between the City and you as the underwriter ("Underwriter"). Capitalized terms not otherwise defined herein shall have the meanings assigned such terms in the Purchase Contract.

In connection therewith, I have examined:

1. Title 6, Chapter 17, and Title 11, Chapter 21, of the Code of Laws of South Carolina, 1976, as amended;

2. The Purchase Contract;

3. The Official Statement dated [], 2016 ("Official Statement"), relating to the Bonds, provided, however, that I have not reviewed any electronic version of the Official Statement and assume that any such version is identical in all respects to the printed version;

4. The General Bond Ordinance No. 93-4 enacted by City Council ("City Council") of the City on May 21, 1993 ("General Ordinance"), as amended and supplemented, including as amended and supplemented particularly by the [] Supplemental Ordinance No. 2016-[], enacted by the City Council on [], 2016 (collectively, the "Ordinance");

5. The Disclosure Dissemination Agent Agreement dated the date hereof between the City and Digital Assurance Certification, L.L.C. ("Disclosure Agreement" and with the Purchase Contract, "City Agreements"); and

6. Such other documents and instruments and proceedings of the City as I have

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deemed relevant.

As to questions of fact material to my opinion, I have relied upon representations and other certifications of officials of the City without undertaking to verify the same by independent investigation.

Based on the foregoing, I am of the opinion that as of this date:

1. The City is a political subdivision validly existing under the Constitution and laws of the State of South Carolina, and has all requisite power and authority (i) to enact and implement the Ordinance and to issue, sell and deliver the Bonds and (ii) to conduct its business as currently being conducted and as proposed to be conducted and as described in the Official Statement and to carry out the transactions contemplated by the Purchase Contract and the Official Statement.

2. Each of the City Agreements has been duly authorized, executed and delivered by the City and, assuming due authorization, execution and delivery by the applicable parties thereto, constitutes a legal, valid and binding agreement enforceable against the City in accordance with its terms (except that the enforceability thereof may be subject to the exercise of judicial discretion in accordance with general principles of equity and to bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable); provided, however, that no opinion is expressed as to the enforceability of the indemnity or choice of law provisions thereof.

3. The City has taken all action legally required of it to enact and to implement the Ordinance and to authorize the issuance, sale and delivery of the Bonds. The Ordinance has been duly enacted by the City Council.

4. To the best of my knowledge and after due inquiry, the City is not in default in any material respect under any material agreement or other instrument to which it is a party or by which it may be bound.

5. There are no consents, approvals or authorizations of the State of South Carolina or any local governmental authority required on the part of the City in connection with the enactment and implementation of the Ordinance and the execution and delivery of the Purchase Contract, provided, however, that there is no opinion given with respect to compliance with any state securities laws or "blue sky" laws of any jurisdiction.

6. To the best of my knowledge and after due inquiry and except as disclosed in the Official Statement, there are no proceedings or investigations pending or threatened in writing against the City in any court or before any governmental authority or arbitration board or tribunal, wherein an unfavorable decision, ruling or finding would in any way materially and adversely affect the transactions contemplated by the Purchase Contract and the Official Statement or which, in any way, would adversely affect the validity and enforceability of the Bonds, or any agreement or instrument to which the City is a party and which is used or

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contemplated by the foregoing.

7. To the best of my knowledge and after due inquiry, the City in all material respects has good and proper title to the System as described in the Official Statement.

8. None of the proceedings held or actions taken by the City with respect to the Ordinance, the City Agreements or the Bonds have been repealed, rescinded or revoked.

Very truly yours,

Teresa A. Knox
City Attorney

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EXHIBIT E

Form of Underwriter's Counsel Opinion

[], 2016

[]
on behalf of itself and as representative of
[]
[CITY / STATE]

$[]
City of Columbia, South Carolina
Waterworks and Sewer System Refunding Revenue Bonds
Series 2016

Ladies and Gentlemen:

We have acted as counsel to [] on behalf of itself and as representative of [], as the underwriter ("Underwriter") in connection with the purchase of the referenced bonds ("Bonds") pursuant to a Purchase Contract, dated [], 2016 ("Purchase Contract"), between the Underwriter and the City of Columbia, South Carolina ("City"). This opinion is delivered to you pursuant to Section 7(e)(ix) of the Purchase Contract. Each capitalized term not otherwise defined in this letter has the meaning assigned to that term in the Purchase Contract.

We have, as your counsel, examined and relied on originals or copies, certified or otherwise identified to our satisfaction, of such other documents, legal opinions, instruments or records, and have made such investigation of law, as we have deemed appropriate as a basis for the conclusions hereinafter expressed for the purpose of this opinion.

In arriving at the conclusions expressed below, we are not expressing any opinion or view on, and are assuming and relying on, the validity, accuracy and sufficiency of the records, documents, certificates and opinions referred to above, including the accuracy of all factual matters represented and legal conclusions contained therein. We have assumed that all records, documents, certificates and opinions that we have reviewed, and the signatures thereto, are genuine.

We are not passing on and do not assume any responsibility for the accuracy, completeness or fairness of any of the statements contained in the Official Statement, dated [], 2016 ("Official Statement"), and make no representation that we have independently verified the accuracy, completeness or fairness of any such statements. However, in our capacity as your counsel, we met in conferences with your representatives and representatives of the City, counsel to the City, McNair Law Firm, P.A. and Johnson, Toal & Battiste, P.A., as co-bond counsel, during which conferences the contents of the Official Statement and related matters were discussed. Based on our participation in these conferences, and in reliance on these conferences and on the records, documents, certificates and opinions referenced above, we advise you that, during the course of our representation of you as the Underwriter on this matter, no information came to the attention of the attorneys in our firm rendering legal services in connection with your representation that caused us to believe that the Official Statement as of its date and as of the date of this letter (except for any financial and statistical data and forecasts, numbers, estimates, assumptions and

expressions of opinion, and information concerning The Depository Trust Company and the book-entry system for the Bonds contained or incorporated by reference in the Official Statement and its Appendices, which we expressly exclude from the scope of this sentence) contained or contains any untrue statement of a material fact or omitted or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Furthermore, we are of the opinion that in connection with the offering and sale of the Bonds, the Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended, and no indenture with respect to the Bonds is required to be qualified pursuant to the Trust Indenture Act of 1939, as amended.

Except as set forth above, we express no opinion in connection with the issuance and sale of the Bonds. The opinions expressed above are rendered solely for your benefit in connection with the issuance of the Bonds. These opinions may neither be relied on by you for any other purpose nor be furnished to, used, circulated, quoted or relied on by any other person or entity for any other purpose, without our prior written consent in each instance. We disclaim any obligation to update the opinions expressed above for events occurring or coming to our attention after the date of this letter.

Very truly yours,

PARKER POE ADAMS & BERNSTEIN LLP

DRAFT

[], 2016

[]
on behalf of itself and as representative of
[]
[CITY / STATE]

Re: $[] City of Columbia, South Carolina, Waterworks and Sewer System Refunding Revenue Bonds Series 2016

Ladies and Gentlemen:

We have acted as counsel to [] on behalf of itself and as representative of [], as the underwriter ("Underwriter") in connection with the purchase of the above referenced bonds ("Bonds") pursuant to a Purchase Contract, dated [], 2016 ("Purchase Contract"), between the Underwriter and the City of Columbia, South Carolina ("City"). This opinion is delivered to you pursuant to Section 7(e)(ix) of the Purchase Contract. Each capitalized term not otherwise defined in this Letter has the meaning assigned to that term in the Purchase Contract.

We have, as your counsel, examined and relied on originals or copies, certified or otherwise identified to our satisfaction, of such other documents, legal opinions, instruments or records, and have made such investigation of law, as we have deemed appropriate as a basis for the conclusions hereinafter expressed for the purpose of this opinion.

In arriving at the conclusions expressed below, we are not expressing any opinion or view on, and are assuming and relying on, the validity, accuracy and sufficiency of the records, documents, certificates and opinions referred to above, including the accuracy of all factual matters represented and legal conclusions contained therein. We have assumed that all records, documents, certificates and opinions that we have reviewed, and the signatures thereto, are genuine.

We are not passing on and do not assume any responsibility for the accuracy, completeness or fairness of any of the statements contained in the Official Statement, dated [], 2016 ("Official Statement"), and make no representation that we have independently verified the accuracy, completeness or fairness of any such statements. However, in our capacity as your counsel, we met in conferences with your representatives and representatives of the City, counsel to the City, McNair Law Firm, P.A. and Johnson, Toal & Battiste, P.A., as co-bond counsel, during which conferences the contents of the Official Statement and related matters were discussed. Based on our participation in these conferences, and in reliance on these conferences and on the records, documents, certificates and opinions referenced above, we advise you that, during the course of our representation of you as the Underwriter on this matter, no information came to the attention of the attorneys in our firm rendering legal services in connection with your representation that caused us to believe that the Official Statement as of its date and as of the date of this letter (except for any financial and statistical data and forecasts, numbers, estimates, assumptions and expressions of opinion, and information concerning The Depository Trust Company and the book-entry system for the Bonds contained or incorporated by reference in the Official Statement and its Appendices, which we expressly exclude from the scope of this sentence) contained or

contains any untrue statement of a material fact or omitted or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Furthermore, we are of the opinion that in connection with the offering and sale of the Bonds, the Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended, and no indenture with respect to the Bonds is required to be qualified pursuant to the Trust Indenture Act of 1939, as amended.

Except as set forth above, we express no opinion in connection with the issuance and sale of the Bonds. The opinions expressed above are rendered solely for your benefit in connection with the issuance of the Bonds. These opinions may neither be relied on by you for any other purpose nor be furnished to, used, circulated, quoted or relied on by any other person or entity for any other purpose, without our prior written consent in each instance. We disclaim any obligation to update the opinions expressed above for events occurring or coming to our attention after the date of this letter.

Very truly yours,

STARKES LAW FIRM

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EXHIBIT C

FORM OF PRELIMINARY OFFICIAL STATEMENT

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DAC Bond

PRELIMINARY OFFICIAL STATEMENT DATED _____

NEW ISSUE **RATINGS:**
Moody's: []
BOOK-ENTRY-ONLY **Standard & Poor's: []**
(see "RATINGS")

In the opinion of McNair Law Firm, P.A., Co-Bond Counsel, assuming continued compliance by the City with the provisions of the Internal Revenue Code of 1986, as amended, as described herein, interest on the 2016 Bonds is excludable from gross income for federal income tax purposes under existing laws, regulations, rulings and judicial decisions. Interest on the 2016 Bonds is not an item of tax preference in computing the alternative minimum tax on individuals and corporations. However, interest on the 2016 Bonds is included in adjusted current earnings when calculating the corporate alternative minimum tax on certain corporations. The 2016 Bonds and the interest thereon will also be exempt from all State, county, municipal, school district and other taxes or assessments imposed within the State of South Carolina, except estate, transfer and certain franchise taxes.

$[]*
CITY OF COLUMBIA, SOUTH CAROLINA
WATERWORKS AND SEWER SYSTEM REVENUE BONDS
SERIES 2016A

$[]*
CITY OF COLUMBIA, SOUTH CAROLINA
WATERWORKS AND SEWER SYSTEM REFUNDING REVENUE BONDS
SERIES 2016B

Dated: Delivery Date **De: February 1, as shown on inside cover**

The City of Columbia, South Carolina ("City"), Waterworks and Sewer System Revenue Bonds, Series 2016A ("2016A Bonds") and Waterworks and Sewer System Refunding Revenue Bonds, Series 2016B ("2016B Bonds," with the 2016A Bonds, collectively, "2016 Bonds"), are issuable in fully-registered form and when issued will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), to which payments of principal, redemption premium, if any, and interest on the 2016 Bonds will be made. Individual purchases will be made in book-entry-only form, in denominations of $5,000 or any integral multiple thereof. So long as Cede & Co., as partnership nominee of DTC, is the registered owner of the 2016 Bonds, references herein to holders or registered owners of the 2016 Bonds means Cede & Co., and shall not mean the beneficial owners of the 2016 Bonds. Interest on the 2016 Bonds shall be payable on each February 1 and August 1 commencing February 1, 2017, until maturity or prior redemption. Principal on the 2016 Bonds will be payable in the years and amounts shown on the inside cover hereof. All capitalized terms used on this cover, and not otherwise defined, are defined herein.

The 2016 Bonds are being issued under the authority of the Constitution and laws of the State, including Title 6, Chapter 17, Code of Laws of South Carolina 1976, as amended, and the General Bond Ordinance No. 93-43, enacted by the City Council, the governing body of the City ("City Council"), on May 21, 1993, as amended and supplemented, including as amended and supplemented

This Preliminary Official Statement and the information contained herein are subject to completion and amendment. The 2016 Bonds may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy the 2016 Bonds nor shall there be any sale of the 2016 Bonds in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

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particularly by the Eleventh Supplemental Ordinance No. 2016-[], enacted by the City Council on [], 2016.

The 2016 Bonds are being issued for the purposes of (i) fund the improvements, extensions and enlargements to the Waterworks and Sewer System of the City ("System"); (ii) refund certain maturities of the City's original issue $105,000,000 Waterworks and Sewer System Revenue Bonds, Series 2010 Bonds, original issue $100,000,000 Waterworks and Sewer System Revenue Bonds, Series 2011A Bonds (collectively, "Refunded Bonds"); and (iii) pay the costs incurred in connection with the issuance of the Bonds.

The 2016 Bonds, including the interest thereon, are payable solely from the Net Revenues of the System and are secured by a pledge of and lien on the Net Revenues thereof. **THERE WILL BE NO DEBT SERVICE RESERVE FUND ESTABLISHED FOR OR FUNDED WITH THE PROCEEDS OF THE 2016 BONDS.**

THE 2016 BONDS WILL BE SUBJECT TO OPTIONAL AND MANDATORY REDEMPTION PRIOR TO MATURITY AS DESCRIBED HEREIN.

THE 2016 BONDS DO NOT CONSTITUTE INDEBTEDNESS OF THE CITY WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION (OTHER THAN ARTICLE X, SECTION 14, PARAGRAPH 10 OF THE SOUTH CAROLINA CONSTITUTION AUTHORIZING OBLIGATIONS PAYABLE SOLELY FROM SPECIAL SOURCES NOT INVOLVING REVENUES FROM ANY TAX OR LICENSE) OR STATUTORY LIMITATION. THE 2016 BONDS SHALL NOT CONSTITUTE DEBT OF THE CITY, NOR A CHARGE, LIEN OR ENCUMBRANCE, LEGAL OR EQUITABLE, ON ANY PROPERTY OF THE CITY OR ON ANY INCOME, RECEIPTS OR REVENUES THEREOF, OTHER THAN THE NET REVENUES OF THE SYSTEM PLEDGED THERETO. NO RECOURSE SHALL BE HAD FOR THE PAYMENT OF THE 2016 BONDS OR THE INTEREST THEREON AGAINST THE GENERAL FUND OF THE CITY AND NEITHER THE CREDIT NOR THE TAXING POWER OF THE CITY SHALL BE DEEMED TO BE PLEDGED THERETO. THE FULL FAITH, CREDIT AND TAXING POWERS OF THE CITY ARE NOT PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE 2016 BONDS.

The 2016 Bonds are offered when, as and if issued and delivered by the City, subject to the final approving opinions of McNair Law Firm, P.A., Columbia, South Carolina, and Johnson, Toal & Battiste, P.A., Columbia, South Carolina, Co-Bond Counsel. Certain legal matters will be passed on for the City by the City Attorney, Teresa A. Knox, Esquire, and for the Underwriters by their co-counsel, Parker Poe Adams & Bernstein LLP, Columbia, South Carolina, and The Starkes Law Firm, P.A., Columbia, South Carolina. Stifel | Merchant Capital Division, Columbia, South Carolina, has served as Financial Advisor to the City in connection with the issuance of the 2016 Bonds. It is expected that the 2016 Bonds will be available for delivery through the facilities of DTC, on or about [], 2016.

This cover page contains certain information for quick reference only. It is not a summary of the issue. Investors should read the entire Official Statement to obtain information essential to the making of an informed investment decision. The City deems the Preliminary Official Statement to be final as of its date for purposes of Securities and Exchange Commission Rule 15c2-12, except for information which may be omitted pursuant to Rule 15c2-12.

[]

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This Official Statement is dated [], 2016.

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MATURITY SCHEDULE

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This Official Statement does not constitute an offering of any security other than the original offering of the 2016 Bonds identified on the cover. No dealer, broker, salesman or other person has been authorized to give any information or to make any representations other than those contained in this Official Statement and, if given or made, such other information or representations must not be relied on as having been authorized by the City. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, and there shall not be any sale of the 2016 Bonds by any person in any jurisdiction in which it is unlawful to make such offer, solicitation or sale.

Information in this Official Statement has been obtained by [], and [] (collectively, "Underwriters") from the City and other sources believed to be reliable. THE INFORMATION AND EXPRESSIONS OF OPINION IN THIS OFFICIAL STATEMENT ARE SUBJECT TO CHANGE, AND NEITHER THE DELIVERY OF THIS OFFICIAL STATEMENT NOR ANY SALE MADE UNDER SUCH DOCUMENT SHALL CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE CITY OR THE SYSTEM.

The Underwriters have provided the following sentence for inclusion in this Official Statement. The Underwriters have reviewed the information in this Official Statement in accordance with, and as part of their responsibility to investors under the federal securities laws applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of such information.

On execution and delivery, the 2016 Bonds will not be registered under the Securities Act of 1933, as amended ("1933 Act"), or any state securities law, and will not be listed on any stock or other securities exchange. Neither the Securities and Exchange Commission ("SEC") nor any other federal, state or other governmental entity or agency will have passed on the accuracy or adequacy of this document or approved the 2016 Bonds for sale. Any representation to the contrary is a criminal offense.

[], as Trustee, Registrar, and Paying Agent, has not provided, or undertaken to determine the accuracy of, any of the information contained in this Official Statement and makes no representation or warranty, express or implied, as to (i) the accuracy or completeness of such information, (ii) the validity of the 2016 Bonds, or (iii) the tax-exempt status of the interest on the 2016 Bonds.

Reference herein to laws, rules, regulations, agreements, reports and other documents, do not purport to be comprehensive or definitive. All references to such documents are qualified in their entirety by reference to the particular document, the full text of which may contain qualifications of and exceptions to statements made therein. Where full texts have not been included as appendices to the Official Statement, they will be furnished on request.

Certain statements included or incorporated by reference in this Official Statement constitute "forward-looking statements," within the meaning of the 1933 Act or the Securities Exchange Act of 1934, as amended. Such statements are generally identifiable by the terminology used such as "plan," "project," "expect," "anticipate," "intend," "believe," "estimate," "budget," or other similar words. THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES, AND OTHER FACTORS THAT MAY CAUSE ACTUAL RESULTS, PERFORMANCE, OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE, OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY THE FORWARD-LOOKING STATEMENTS. THE CITY DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THESE FORWARD-LOOKING STATEMENTS IF OR WHEN CHANGES TO EXPECTATIONS, OR EVENTS, CONDITIONS, OR CIRCUMSTANCES, ON WHICH THE FORWARD-LOOKING STATEMENTS ARE BASED, OCCUR OR FAIL TO OCCUR.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITERS MAY OVER ALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF THE 2016 Bonds AT OR ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET, AND SUCH STABILIZING MAY BE DISCONTINUED AT ANY TIME.

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CITY OF COLUMBIA, SOUTH CAROLINA
1737 Main Street
Columbia, South Carolina 29201
803-545-3050

CITY COUNCIL

Stephen K. Benjamin, Mayor

COUNCIL MEMBERS

Leona K. Plaugh, Mayor Pro Tempore
Moe Baddourah
Sam Davis
Tameika Isaac Devine
Howard E. Duvall, Jr.
Edward H. McDowell, Jr.

CITY MANAGER

Teresa B. Wilson

ASSISTANT CITY MANAGER
FOR FINANCE AND ECONOMIC SERVICES

Jeffery M. Palen

CITY ATTORNEY

Teresa A. Knox, Esquire

FINANCIAL ADVISOR

Stifel | Merchant Capital Division
Columbia, South Carolina

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SERIES 2016B

INTRODUCTION

This Official Statement of the City of Columbia, South Carolina ("City"), which includes the cover page hereof and the appendices hereto, provides information relating to the City, its Waterworks and Sewer System Revenue Bonds, Series 2016A ("2016A Bonds") and Waterworks and Sewer System Refunding Revenue Bonds, Series 2016B ("2016B Bonds," with the 2016A Bonds, collectively, "2016 Bonds")

The 2016 Bonds, the 2016 Bonds, the 2012 Bonds, the 2011A Bonds, the 2011B Bonds, the 2010 Bonds, the 2009 Bonds, and any Additional Bonds (as such terms are hereinafter defined) are referred to herein as the "Bonds." Included in this Official Statement is a brief description of the 2016 Bonds and the security therefor, the Waterworks and Sewer System of the City ("System"), the City and the surrounding area and the ordinances pursuant to which the 2016 Bonds are authorized and issued by the City. Also included is certain financial information relating to the System. The summaries and references to all documents, statutes, reports and other instruments referred to herein do not purport to be complete, comprehensive or definitive, and each such reference or summary is qualified in its entirety by reference to each such document, statute, report or other instrument. Capitalized terms used herein without specific definition are used as defined in "APPENDIX C – Summary of Certain Provisions of the Ordinance."

Authorization

The 2016 Bonds are being issued under the Constitution and laws of the State of South Carolina ("State"), including Title 6, Chapter 17, Code of Laws of South Carolina 1976, as amended, and the General Bond Ordinance No. 93-43, enacted by the City Council, the governing body of the City ("City Council"), on May 21, 1993 ("General Ordinance"), as so amended and supplemented, including as amended and supplemented particularly by the Eleventh Supplemental Ordinance No. 2016-[], enacted by the City Council on [], 2016 ("Supplemental Ordinance," and together with the General Ordinance, as so amended and supplemented, "Ordinance").

Purpose

The 2016 Bonds are being issued for the purposes of (i) funding the improvements, extensions and enlargements to the Waterworks and Sewer System of the City ("System"); (ii) refunding certain maturities of the City's original issue $105,000,000 Waterworks and Sewer System Revenue Bonds, Series 2010 Bonds, original issue $100,000,000 Waterworks and Sewer System Revenue Bonds, Series 2011A Bonds (collectively, "Refunded Bonds"); and (iii) paying the costs incurred in connection with the issuance of the Bonds. See "SOURCES AND USES OF FUNDS" and "PLAN OF FINANCE/REFUNDING: 2016 Bonds."

THE 2016 BONDS

General

The 2016 Bonds will be dated their date of delivery, will mature on February 1 in the years and in the principal amounts set forth on the inside cover page hereto, and will bear interest at the rates per annum (calculated on the basis of a 360-day year comprised of twelve 30-day months) set forth on the inside cover page hereto, payable on February 1, 2017, and semiannually thereafter on August 1 and February 1 of each year. The 2016 Bonds are issuable initially in book-entry-only form, in denominations of $5,000 or any integral multiple thereof. So long as the 2016 Bonds are in book-entry-only form and are registered in the name of Cede & Co., as the nominee of The

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Depository Trust Company, New York, New York ("DTC"), payments on the 2016 Bonds will be made as set forth under "Book-Entry-Only System" below. Should the 2016 Bonds no longer be held in book-entry-only form, principal of the 2016 Bonds, whether due on maturity or redemption, will be payable on the respective maturity dates or redemption dates on presentation and surrender thereof at the corporate trust office of [], as registrar and paying agent ("Registrar/Paying Agent"), and interest on the 2016 Bonds will be payable by check or draft of the Registrar/Paying Agent mailed to the person in whose name each 2016 Bond is registered as of the close of business on the fifteenth day of each month immediately preceding such payment. Interest payments to a person who is a holder of $1,000,000 or more in aggregate principal amount of the 2016 Bonds not held in book-entry-only form may be made by wire transfer to an account within the continental United States on timely receipt of a written request of such holder.

The 2016 Bonds are subject to optional and mandatory redemption prior to their maturity.

Optional Redemption

The 2016 Bonds maturing on or after February 1, 20[], are subject to redemption prior to maturity on or after February 1, 20[], at the option of the City, as a whole or in part at any time in such order of their maturities as the City shall determine at the redemption price equal to 100% of the principal amount of the 2016 Bonds being redeemed together with accrued interest to the date fixed for redemption.

Mandatory Redemption

The 2016 Bonds maturing on February 1, 20[] ("Term Bonds"), shall be subject to mandatory sinking fund redemption commencing February 1, 20[], and will be redeemed (to the extent not previously redeemed) at 100% of the principal amount of the principal amount thereof to be redeemed, plus interest accrued to the redemption date, on February 1 of each of the following years in the respective principal amounts for each year specified below:

[table]

At its option, to be exercised on or before the sixtieth (60th) day prior to any mandatory redemption date, the City may (i) deliver to the Registrar for cancellation 2016 Bonds which are subject to mandatory redemption in any aggregate principal amount desired or (ii) receive a credit in respect of its mandatory redemption obligation for any such 2016 Bonds which, prior to such date, have been purchased or redeemed (otherwise than through the operation of the mandatory redemption requirement) by the City and cancelled by the Registrar and not theretofore applied as a credit against any mandatory redemption obligation. Each 2016 Bond so delivered or previously purchased or redeemed shall be credited by the Registrar, at one hundred percent (100%) of the principal amount thereof, to the obligation of the City on those respective mandatory redemption obligations in such order as the City may direct the Registrar in writing, and the principal amount of the 2016 Bonds to be redeemed by operation of the mandatory redemption requirement shall be accordingly reduced.

General Redemption Provisions; Notice

In the event the 2016 Bonds or any portion thereof shall be called for redemption, notice of the redemption, describing (among other things) the 2016 Bonds to be redeemed, specifying the redemption date and the redemption price payable on such redemption, shall be mailed by first-class mail, postage prepaid, to the registered owner thereof as shown on the Books of Registry not less than 30 days and not more than 60 days prior to the redemption date. So long as the 2016 Bonds are in book-entry-only form and are registered in the name of Cede & Co., as the nominee of DTC, notices of redemption with respect to the 2016 Bonds will be given to Cede & Co., and will be distributed by Cede & Co. as set forth under "Book-Entry-Only System" below.

If less than all of the 2016 Bonds of any maturity are called for redemption, the 2016 Bonds of such maturity to be redeemed shall be selected by lot within such maturity, subject to the rules of procedure of DTC while the 2016 Bonds are held in book-entry-only form.

If a 2016 Bond is subject by its terms to redemption prior to its stated maturity and has been duly called for redemption and notice of the redemption thereof has been duly given as in the Ordinance provided and if moneys for the payment of such 2016 Bond at the then applicable redemption price and the interest to accrue to the redemption date on such 2016 Bond are held for the purpose of such payment by the Registrar/Paying Agent, then such 2016 Bond so called for redemption shall, on the redemption date designated in such notice, become due and payable, and

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interest on the 2016 Bond, as appropriate, so called for redemption shall cease to accrue. The City is entitled to provide for, and give notice of, the redemption of a 2016 Bond based on certain conditions being met at or prior to redemption, including, but not limited to, the availability of amounts for such purposes.

Book-Entry-Only System

The following description of DTC, its procedures and record keeping on beneficial ownership interests in the 2016 Bonds, payment of interest and other payments on the 2016 Bonds to DTC Participants or to Beneficial Owners, confirmation and transfer of beneficial ownership interests in the 2016 Bonds, and of other transactions by and between DTC, DTC Participants and Beneficial Owners is based on information furnished by DTC.

DTC will initially act as securities depository for the 2016 Bonds. The 2016 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered bond will be issued for each maturity of the 2016 Bonds, as set forth on the front cover page hereof, and will be deposited with DTC. So long as Cede & Co. is the registered owner of the 2016 Bonds, as nominee for DTC, references herein to the Bondholders or registered owners of the 2016 Bonds, as applicable (other than under the caption "TAX EXEMPTION AND OTHER TAX MATTERS" herein), means Cede & Co., as aforesaid, and does not mean the Beneficial Owners (defined herein) of such 2016 Bonds.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of the 2016 Bonds. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of []+. The DTC rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of the 2016 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the 2016 Bonds on DTC's records. The ownership interest of each actual purchaser of each 2016 Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests with respect to the 2016 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive bonds representing their ownership interests in the 2016 Bonds, except in the event that use of the book-entry system for the 2016 Bonds is discontinued.

To facilitate subsequent transfers, the 2016 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the 2016 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the 2016 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts the 2016 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

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Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of the 2016 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the 2016 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Ordinance. For example, Beneficial Owners of the 2016 Bonds may wish to ascertain that the nominee holding the 2016 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Registrar/Paying Agent and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the 2016 Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the 2016 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the 2016 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal, redemption premium, if any, and interest payments on the 2016 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts on DTC's receipt of funds and corresponding detail information from the City or the Registrar/Paying Agent, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Registrar/Paying Agent, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, premium, if any, and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or the Registrar/Paying Agent, disbursement of such payments to Direct Participants shall be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners shall be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the 2016 Bonds at any time by giving reasonable notice to the City or Registrar/Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, 2016 Bond certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, 2016 Bond certificates will be printed and delivered to DTC.

THE INFORMATION HEREIN CONCERNING DTC AND DTC'S BOOK-ENTRY SYSTEM HAS BEEN OBTAINED FROM SOURCES THAT THE CITY AND THE UNDERWRITERS BELIEVE TO BE RELIABLE, BUT NEITHER THE CITY NOR THE UNDERWRITERS TAKE RESPONSIBILITY FOR THE ACCURACY THEREOF. THE BENEFICIAL OWNERS SHOULD CONFIRM THE FOREGOING INFORMATION WITH DTC OR THE DIRECT OR INDIRECT PARTICIPANTS.

Each person for whom a Participant acquires an interest in the 2016 Bonds, as nominee, may desire to make arrangements with such Participant to receive a credit balance in the records of such Participant, and may desire to make arrangements with such Participant to have all notices of redemption or other communications to DTC, which may affect such persons, to be forwarded in writing by such Participant and to have notification made of all interest payments.

When reference is made to any action which is required or permitted to be taken by the Beneficial Owners, such reference shall only relate to those permitted to act (by statute, regulation or otherwise) on behalf of such Beneficial Owners for such purposes. When notices are given, they shall be sent by the Registrar/Paying Agent to DTC only.

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For every transfer and exchange of 2016 Bonds, the Beneficial Owner may be charged a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto.

NONE OF THE CITY, THE UNDERWRITERS NOR THE REGISTRAR/PAYING AGENT WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO DIRECT PARTICIPANTS, TO INDIRECT PARTICIPANTS, OR TO ANY BENEFICIAL OWNER WITH RESPECT TO (I) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC, ANY DIRECT PARTICIPANT, OR ANY INDIRECT PARTICIPANT; (II) ANY NOTICE THAT IS PERMITTED OR REQUIRED TO BE GIVEN TO THE OWNERS OF THE 2016 BONDS UNDER THE ORDINANCE; (III) THE SELECTION BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY PERSON TO RECEIVE PAYMENT IN THE EVENT OF A PARTIAL REDEMPTION OF THE 2016 BONDS; (IV) THE PAYMENT BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY AMOUNT WITH RESPECT TO THE PRINCIPAL OR REDEMPTION PREMIUM, IF ANY, OR INTEREST DUE WITH RESPECT TO THE 2016 BONDS; (V) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS THE OWNER OF THE 2016 BONDS; OR (VI) ANY OTHER MATTER.

The Supplemental Ordinance provides that if (a) DTC determines not to continue to act as securities depository for the 2016 Bonds and gives reasonable notice to the Registrar/Paying Agent or the City or (b) the City has advised DTC of the City's determination that DTC is incapable of discharging its duties, then the City will attempt to retain another qualified securities depository to replace DTC. On receipt by the City or the Registrar/Paying Agent of the 2016 Bonds, together with an assignment duly executed by DTC, the City will execute and deliver to the successor depository, the 2016 Bonds of the same principal amount, interest rate, and maturity. If the City is unable to retain a qualified successor to DTC, or the City has determined that it is in its best interest not to continue the book-entry-only system of transfer or that interests of the Beneficial Owners of the 2016 Bonds might be adversely affected if the book-entry-only system of transfer is continued (the City has undertaken no obligation to make any investigation to determine the occurrence of any events that would permit it to make any such determination), and has made provision to so notify Beneficial Owners of the 2016 Bonds by mailing an appropriate notice to DTC, on receipt by the City of the 2016 Bonds together with an assignment duly executed by DTC, the City will execute, authenticate and deliver to the Direct Participants the 2016 Bonds in fully-registered form, in authorized denominations; provided, however, that the discontinuation of the book-entry-only system of registration and transfer or the replacement of DTC or any successor depository is subject to the applicable rules of DTC or such successor depository on file or otherwise approved by the SEC.

Registration, Transfers and Exchanges

2016 Bonds Held in Book-Entry-Only Form

So long as the 2016 Bonds are in book-entry-only form and are registered in the name of Cede & Co., as the nominee of DTC, the 2016 Bonds may be registered, transferred and exchanged as set forth under "Book-Entry-Only System" herein.

2016 Bonds Not Held in Book-Entry-Only Form

Each 2016 Bond not held in book-entry-only form shall be transferable only on the books of registry ("Books of Registry") of the City, which shall be kept for such purpose at the corporate trust office of the Registrar/Paying Agent, by the registered owner thereof in person or by his duly authorized attorney on surrender thereof together with a written instrument of transfer satisfactory to the Registrar/Paying Agent duly executed by the registered owner or his duly authorized attorney. On the transfer of any such 2016 Bond, the Registrar/Paying Agent shall cause to be issued in the name of the transferee a new fully-registered 2016 Bond, of the same aggregate principal amount, interest rate, series and maturity as the surrendered 2016 Bond. Any registered owner requesting a transfer shall pay any tax or other governmental charge required to be paid with respect thereto. Any 2016 Bond surrendered in exchange for a new registered 2016 Bond, respectively, shall be cancelled by the Registrar/Paying Agent.

The City and the Registrar/Paying Agent may deem and treat the person in whose name any 2016 Bond not held in book-entry-only form shall be registered as the absolute owner of such 2016 Bond for all purposes including

the payment of or on account of the principal, premium, if any, or interest thereon and any such payment made to a registered owner shall be effectual to satisfy and discharge the liability on such 2016 Bond with respect thereto.

In the event any 2016 Bond not held in book-entry-only form becomes mutilated in whole or in part, or is lost, stolen or destroyed, or becomes so defaced as to impair the value thereof to the holder thereof, the City shall execute and the Registrar/Paying Agent shall authenticate and deliver a new 2016 Bond, respectively, of the same interest rate and denomination and like tenor and effect in exchange or in substitution for such mutilated, lost, stolen or destroyed 2016 Bond; provided that, in the case of any mutilated 2016 Bond, such 2016 Bond shall be surrendered to the Registrar/Paying Agent, and in the case of any lost, stolen or destroyed 2016 Bond there shall be furnished to the City and the Registrar/Paying Agent evidence of such loss, theft or destruction satisfactory to the City and the Registrar/Paying Agent together with such indemnity as they shall require. In the event any such mutilated, lost, stolen or destroyed 2016 Bond shall have matured, instead of issuing a duplicate 2016 Bond, the City may pay the same. The City and the Registrar/Paying Agent may charge the holder or owner of such mutilated, lost, stolen or destroyed 2016 Bond with their reasonable fees and expenses in connection therewith.

SECURITY FOR THE 2016 BONDS

Pledged Revenues

The 2016 Bonds are payable solely from and are secured equally and ratably with the 2009 Bonds, the 2010 Bonds, the 2011A Bonds, the 2011B Bonds, the 2012 Bonds, the 2013 Bonds, and all bonds hereafter issued on a parity therewith (with respect to the pledge of and lien on the Net Revenues) under the Ordinance ("Additional Bonds") by a pledge of and lien on the Net Revenues (defined herein) of the System.

The term "Net Revenues" means the Revenues of the System after deducting Expenses of Operating and Maintaining the System (defined herein). The term "Revenues" means all fees, tolls, rates, rentals and all other charges to be levied and collected in connection with and all other income and receipts of whatever kind or character derived by the City from the operation of the System or arising from the System, excluding the receipts, income, revenues, fees and other charges derived from the operation of Special Facilities (as defined in Appendix C). The term "Expenses of Operating and Maintaining the System" means the costs and expenses of operating and maintaining the System in good repair and working order including wages, salaries, costs of materials and supplies, costs of routine repairs, renewals, replacements or alterations occurring in the normal course of business, the reasonable fees and charges of any paying agents and registrars of any Bonds issued pursuant to the Ordinance or any supplemental ordinance, the costs of any audit required by the Ordinance and the premium for all insurance required with respect to the System. Such term does not include any allowance for depreciation or renewals or replacements of capital assets of the System and amounts deemed to be payments in lieu of taxes or other equity transfers.

The term "2009 Bonds" used herein, means the outstanding principal amount of $81,860,000 of the City's $81,860,000 original principal amount Waterworks and Sewer System Revenue Bonds, Series 2009. The term "2010 Bonds" used herein, means the outstanding principal amount of $100,465,000 of the City's $105,000,000 original principal amount Waterworks and Sewer System Revenue Bonds, Series 2010. The term "2011A Bonds" used herein, means the outstanding principal amount of $91,905,000 of the City's $100,000,000 original principal amount Waterworks and Sewer System Revenue Bonds, Series 2011A. The term "2011B Bonds" used herein, means the outstanding principal amount of $12,740,000 of the City's $27,265,000 original principal amount Waterworks and Sewer System Refunding Revenue Bonds, Series 2011B. The term "2012 Bonds" used herein, means the outstanding principal amount of $58,055,000 of the City's $58,055,000 original principal amount Waterworks and Sewer System Refunding Revenue Bonds, Series 2012. The term "2013 Bonds" used herein, means the outstanding principal amount of $70,705,000 of the City's $73,305,000 original principal amount Waterworks and Sewer System Refunding Revenue Bonds, Series 2013.

Limited Obligations

THE 2016 BONDS DO NOT CONSTITUTE INDEBTEDNESS OF THE CITY WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION (OTHER THAN ARTICLE X, SECTION 14, PARAGRAPH 10 OF THE SOUTH CAROLINA CONSTITUTION AUTHORIZING OBLIGATIONS PAYABLE SOLELY FROM SPECIAL SOURCES NOT INVOLVING REVENUES FROM ANY TAX OR LICENSE) OR

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STATUTORY LIMITATION. THE 2016 BONDS SHALL NOT CONSTITUTE DEBT OF THE CITY, NOR A CHARGE, LIEN OR ENCUMBRANCE, LEGAL OR EQUITABLE, ON ANY PROPERTY OF THE CITY OR ON ANY INCOME, RECEIPTS OR REVENUES THEREOF, OTHER THAN THE NET REVENUES OF THE SYSTEM PLEDGED THERETO. NO RECOURSE SHALL BE HAD FOR THE PAYMENT OF THE 2016 BONDS OR THE INTEREST THEREON AGAINST THE GENERAL FUND OF THE CITY AND NEITHER THE CREDIT NOR THE TAXING POWER OF THE CITY SHALL BE DEEMED TO BE PLEDGED THERETO. THE FULL FAITH, CREDIT AND TAXING POWERS OF THE CITY ARE NOT PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE 2016 BONDS.

Rate Covenant

The City has covenanted in the Ordinance to operate the System in an efficient and economical manner and establish, levy, maintain, revise and collect such fees, rates and other charges for the use of the services and facilities furnished by the System as may be necessary or proper, which fees, rates and other charges, together with other Revenues and other available moneys, will at all times be sufficient after making due and reasonable allowance for contingencies and for a margin of error in estimates, to provide in each July 1 through June 30 fiscal year of the City, an amount equal to:

100 percent of the amounts required to pay Expenses of Operating and Maintaining the System for the then current fiscal year;

110 percent of the amounts required to be deposited into each Debt Service Fund (as defined in Appendix C), for the Bonds for the then current fiscal year;

100 percent of the amounts required to be deposited to each Debt Service Reserve Fund (as herein defined), if any, for the Bonds for the then current fiscal year;

100 percent of the amounts required to provide for payment of any Junior Bonds (as herein defined) in the then current fiscal year; and

any amounts necessary to comply in all respects with the terms of the Ordinance.

Disposition of Revenues and Funds Established by the Ordinance

The following are the additional funds and accounts created and established by the Ordinance:

(a) Debt Service Fund to be held by the City, including an Interest Account and Principal Account (as such terms are defined in Appendix C); and

(b) Debt Service Reserve Fund, if any, to be held by the City.

The Revenues of the System shall be applied at the times, in the amounts and for the purposes as provided or permitted by the Ordinance, and in the following order of priority:

First, for the payment of Expenses of Operating and Maintaining the System;

Second, into the respective Debt Service Funds, the amounts required by the Ordinance or any supplemental ordinance; and

Third, into the respective Debt Service Reserve Funds, if any, the amounts required by the Ordinance or any supplemental ordinance.

If, after applying Revenues of the System as set forth above, there are Revenues remaining, such Revenues shall then be used, first, for the payment of Junior Bonds or to meet any other obligations of the City which are or which shall become charges, liens or encumbrances on the Revenues of the System; second, to provide adequate

funds for improvements to the System and to build up proper reserves for depreciation and against contingencies; and third, as the City Council shall from time to time determine to be in the best interest of the City.

Debt Service Reserve Funds

The Ordinance provides that the City, pursuant to an ordinance authorizing the issuance of a series of Bonds, may provide for the establishment of a debt service reserve fund (each, a "Debt Service Reserve Fund") to be used solely for the purpose of preventing a default in the payment of principal of or interest or premium, if any, on the Bonds of such series.

Whenever the aggregate value of cash and securities in a Debt Service Reserve Fund shall be less than the reserve fund requirement, if any, established with respect to such fund pursuant to a supplemental ordinance authorizing a series of Bonds ("Reserve Fund Requirement"), there shall be deposited in such Debt Service Reserve Fund that amount which, together with equal, successive, monthly deposits in the same amount, will restore the value of the cash and securities in such Debt Service Reserve Fund to the applicable Reserve Fund Requirement during the succeeding 12 months. See "APPENDIX C – Summary of Certain Provisions of the Ordinance" under the heading "SUMMARY OF ORDINANCE – Funds Created Under General Bond Ordinance – *Debt Service Reserve Funds*."

THERE WILL BE NO DEBT SERVICE RESERVE FUND ESTABLISHED FOR OR FUNDED WITH THE PROCEEDS OF THE 2016 BONDS.

Additional and Refunding Bonds

The City may issue Additional Bonds on a parity (with respect to the pledge of and lien on Net Revenues) with the 2016 Bonds subject to certain conditions set forth in the Ordinance, including, in the case of Additional Bonds issued other than for the purpose of refunding outstanding Bonds, the requirement that there shall be delivered a report, which report is not required to be based on the latest audit of the City, from a firm of independent certified public accountants selected by the City ("Accountant"), stating that the amount of the Net Revenues of the System for any consecutive 12-month period out of the last 24-month period ("Test Period") is not less than 130 percent of the sum of the highest combined interest and principal requirements in any fiscal year ("Maximum Debt Service") on the Bonds to be outstanding after the issuance of such Additional Bonds for any succeeding fiscal year, provided the amount of Net Revenues for such 12-month period may be adjusted by adding the following:

(a) in case the rates and charges for the services furnished by the System shall have been revised and such revised rates and charges shall have gone into effect prior to the delivery of the Additional Bonds proposed to be issued, the additional amount of Net Revenues which would have been realized during the Test Period if such rates and charges had been in effect during such Test Period as determined by a Consulting Engineer (as defined in Appendix C) or an Accountant; and

(b) in case an existing sewer system, existing water system or any other public utility system is to be acquired and combined or made a part of the System from the proceeds of the Additional Bonds proposed to be issued, the additional amount of Net Revenues which would have been realized during the Test Period if such existing system or systems to be acquired had been a part of the System during such Test Period (which computation of the additional amount of Net Revenues shall be based on the method of computing Net Revenues under the Ordinance and approved by a Consulting Engineer or an Accountant).

Without complying with the foregoing debt service coverage provisions, Additional Bonds may be issued for the purpose of refunding (including by purchase) bonds provided that the Debt Service on all Bonds to be outstanding after the issuance of the proposed series of refunding bonds shall not be greater than would have been the Debt Service on all Bonds not then refunded and the Bonds to be refunded. See "APPENDIX C – Summary of Certain Provisions of the Ordinance" under the heading "SUMMARY OF ORDINANCE – Additional Bonds – *Parity Obligations*." The term "Debt Service" means, with respect to each series of Bonds and any particular fiscal year, the aggregate of the amounts to be paid or set aside (or estimated to be required to be paid or set aside) in the applicable Debt Service Fund in such fiscal year for the payment of the principal of, redemption premium, if any, and interest (to the extent not capitalized) on such series of Bonds.

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Pursuant to the Supplemental Ordinance, certain provisions of the General Ordinance related to the issuance of Additional Bonds have been amended, as further described in "APPENDIX C – Summary of Certain Provision of the Ordinance" under the heading "SUMMARY OF ORDINANCE – Additional Bonds – *Parity Obligations*."

Junior Bonds and Special Facilities Bonds

The City may issue bonds secured by a pledge of Net Revenues junior and subordinate in all respects to the pledge securing the 2016 Bonds or any other obligation or form of indebtedness, including lease purchase obligations secured by a pledge of Net Revenues, after provision has been made for all payments required to be made with respect to the 2016 Bonds ("Junior Bonds"), in such amount as it may from time to time determine. The pledge of Net Revenues shall at all times be and remain subordinate and inferior in all respects to the pledge of Net Revenues securing the 2016 Bonds. Junior Bonds may be issued to secure funds to defray the cost of improving, extending, enlarging or repairing the System, including the acquisition of a system to be combined into the System, or to refund the 2016 Bonds or any other Bonds, Junior Bonds, or any notes, bonds, or other obligations issued to finance or to aid in financing the acquisition, construction or improvement of the System. See "APPENDIX C – Summary of Certain Provisions of the Ordinance" under the heading "SUMMARY OF ORDINANCE – Additional Bonds – *Junior Bonds*."

The City may also enter contracts, leases or other agreements pursuant to which it will agree to construct, operate and pay the costs of Special Facilities which may or may not be discrete and separate units of the System. These Special Facilities may be financed through the issuance of Special Facilities Bonds, subject to certain conditions with respect to the ability of the Special Facilities to generate sufficient revenues to pay for such Special Facilities Bonds. See "APPENDIX C – Summary of Certain Provisions of the Ordinance" under the heading "SUMMARY OF ORDINANCE – Additional Bonds – *Special Facilities Bonds*."

SOURCES AND USES OF FUNDS

The proceeds of the sale of the 2016 Bonds are expected to be used substantially as follows:

[table]

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(1) Includes Underwriters' Discount, rounding, and certain legal, accounting and other financing expenses incurred by the City.

PLAN OF FINANCE/REFUNDING: 2016 Bonds

The proceeds of the 2016A Bonds will be deposited into the Construction Fund of 2016 established pursuant to the Supplemental Ordinance. Moneys on deposit in the Construction Fund of 2016 will be used, as needed, to finance the costs of the 2016 Projects, including without limitation payment of engineering, legal and all other expenses incidental to the 2016 Projects.

The 2016 Projects involve ongoing capital improvements to the System. These capital improvements include improvements, extensions and enlargements to the System, including any one or more of the following: (a) Waterworks System (defined herein) rehabilitation and installation of water lines and fire protection upgrades, (b) System expansions, (c) new water storage facilities, (d) renovation and construction of maintenance center, (e) water treatment plant upgrades, (f) Sanitary Sewer System (defined herein) rehabilitation and installation of sewer lines and manholes, (g) upgrades to the Metropolitan Plant (defined herein), and (h) any other matters with respect to the above improvements and such other improvements as the City may deem necessary or incidental to the System. Construction is expected to begin in 2016, and scheduled to be completed by or before 2019.

The proceeds of the 2016B Bonds will be deposited in an Escrow Fund established pursuant to the Supplemental Ordinance. Moneys on deposit in the Escrow Fund will be used, as needed, to refund the Refunded Bonds.

FINANCIAL FACTORS

Five-Year Summary

The following table sets forth a summary of the operating revenues, operating expenses, non-operating revenues and non-operating expenses and changes in net assets of the System for the fiscal years ended June 30, 2011, through June 30, 2015 (reflecting the audited results for each year) and the fiscal year ended June 30, 2016 (unaudited). This summary should be read in conjunction with the audited financial statements of the City for the applicable fiscal years, copies of which are available for inspection at the City. Included as Appendix A to this Official Statement is a portion of the Comprehensive Annual Financial Report of the City for Fiscal Year ended June 30, 2012. Copies of the City's entire Comprehensive Annual Financial Report for the same period and for prior fiscal years are available on the City's website at http://www.columbiasc.net/Finance, which is not intended to be an active hyperlink and is not incorporated by reference herein. The City's independent public accountant did not review this Official Statement, nor did it perform any procedures related to any of the information contained in this Official Statement.

[table]

Note: Totals may not sum due to rounding.

[(a)]The Interest Expense for the Fiscal Year ended June 30, 2013, reflects modified accounting procedures adopted by the City.

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Management's Discussion and Analysis
[to be updated]

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Historical Debt Service Coverage of the System

The following table sets forth the Revenues, Expenses of Operating and Maintaining the System, Net Revenues (as such terms are defined in the Ordinance), debt service requirements and debt service coverage of the System for the Fiscal Years ended June 30, 2006, through 2015.

Fiscal Year	Revenues	Expenses of Operating and Maintaining the System	Net Revenues	Debt Service Requirements	Debt Service Coverage
†	‡		‡		

†Amounts are based on unaudited financial information.
‡Excludes $10,975,983 of Non-Operating Revenues (gain from sale of assets) arising in part from the City's sale of a portion of its Sanitary Sewer System in March 2013. See "**THE CITY AND THE SYSTEM-Sanitary Sewer System.**"
Note: Please see footnote "(a)" on page [], hereof, which applies to "Net Revenues" and "Expenses of Operating and Maintaining the System" for Fiscal Years ended June 30, 2010, through 2013.

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Projected Debt Service Requirements of the System

The following table sets forth the aggregate debt service requirements, beginning with Fiscal Year 2014, for the outstanding principal amount of the 2009 Bonds, the 2010 Bonds, the 2011A Bonds, the 2011B Bonds, the 2012 Bonds, the 2013 Bonds, and the 2016 Bonds.

[table]

Note: Totals may not sum due to rounding.

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Projected Debt Service Coverage of the System

Debt service coverage as projected and prepared by the City for the Fiscal Years ended June 30, 2016, through 2020, is as set forth below.

[table]

Note: Information in this table reflects outstanding debt and existing rates. The City anticipates issuing Additional Bonds in the future and adjusting rates to ensure compliance with the Ordinance.

†Net Revenues have been calculated utilizing unaudited financial information for the System for the Fiscal Year ended June 30, 2013 (excluding $10,975,983 of Non-Operating Revenues (gain from sale of assets) arising from the City's sale of a portion of its Sanitary Sewer System in March 2013), with no additional change in revenues or expenses assumed going forward, except that Net Revenues are reduced by $5,000,000 in each fiscal year to take into account the initial impact arising from the City's sale of a portion of its Sanitary Sewer System in March 2013. See "**THE CITY AND THE SYSTEM-Sanitary Sewer System**."

††Includes debt service for the 2009 Bonds, the 2010 Bonds, the 2011A Bonds, the 2011B Bonds, the 2012 Bonds, and the 2013 Bonds.

The figures set forth in the table above are projections. The actual results of operations of the System will be dependent on the amounts by which revenues and expenses increase or decrease. Revenues will be dependent on the actual number of System customers, levels of customer usage, the rates charged by the City and other factors. Expenses will be dependent on the actual levels of customer usage, the number of customers, rates, the cost of treating water and wastewater, future maintenance requirements, financing needs, health care, retirement and post employment requirements, and other factors. Further, debt service takes into account solely the bonds described above, and does not take into account future indebtedness or future water and sewer rate increases that may be approved by City Council. No assurance can be given that the projections set forth above will be realized.

Debt Structure

2009 Bonds

Pursuant to the General Ordinance, the Fifth Supplemental Ordinance enacted by the City Council on September 19, 2007 (the "Fifth Supplemental Ordinance"), and the Seventh Supplemental Ordinance enacted by the City Council on August 19, 2009, the City issued the 2009 Bonds in the original principal amount of $81,860,000 to defray the costs of improvements to the System. The 2009 Bonds are presently outstanding in the principal amount of $81,860,000.

2010 Bonds

Pursuant to the General Ordinance, the Fifth Supplemental Ordinance, and the Sixth Supplemental Ordinance enacted by the City Council on August 19, 2009, the City issued the 2010 Bonds in the original principal amount of $105,000,000 to defray the costs of improvements to the System. The 2010 Bonds are presently outstanding in the principal amount of $ 100,465,000.

2011A Bonds

Pursuant to the General Ordinance, and the Eighth Supplemental Ordinance enacted by the City Council on September 20, 2011 ("Eighth Supplemental Ordinance"), the City issued the 2011A Bonds in the original principal amount of $100,000,000 to defray the costs of improvements to the System. The 2011A Bonds are presently outstanding in the principal amount of $91,905,000.

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2011B Bonds

Pursuant to the General Ordinance and the Eighth Supplemental Ordinance, the City issued the 2011B Bonds in the original principal amount of $27,265,000 to currently refund a prior bond issue. The 2011B Bonds are presently outstanding in the principal amount of $12,740,000.

2012 Bonds

Pursuant to the General Ordinance and the Ninth Supplemental Ordinance enacted by the City Council on February 21, 2012, the City issued the 2012 Bonds in the original principal amount of $58,055,000 to advance refund a prior bond issue. The 2012 Bonds are presently outstanding in the principal amount of $58,055,000.

2013 Bonds

Pursuant to the General Ordinance and the Tenth Supplemental Ordinance enacted by the City Council on September 13, 2013, the City issued the 2013 Bonds in the original principal amount $75,305,000 to defray the costs of improvements to the System. The 2013 Bonds are presently outstanding in the principal amount of $70,705,000.

Junior Lien Pledge

The City's payment obligations under the Series 2009 Swap (defined herein), including any termination payment, if any, are secured by a pledge of Net Revenues junior and subordinate in all respects to the pledge hereof securing the Bonds. The Series 2009 Swap is secured by a pledge of Net Revenues of the System junior and subordinate in all respects to the pledge thereof securing the 2016 Bonds.

THE CITY AND THE SYSTEM

General Description

The System provides water treatment and distribution services through its waterworks system ("Waterworks System") to approximately 138,604 billed water accounts in the Columbia Metropolitan Statistical Area ("Columbia MSA"), including approximately 41,249 In-City customers and 97,355 Out-of-City customers. The System provides sewer treatment and collection services through its Sanitary Sewer System to approximately 59,618 billed sewer customers in the Columbia MSA, including approximately 33,185 In-City customers and 26,433 Out-of-City customers. See "-Service Area" herein for further information on the territory served by the System.

Administration of the City

The City is governed by a council-manager form of government. The Mayor and City Council, who are elected for four-year staggered terms, are vested with the legislative and policy-making powers of the City. Day-to-day activities are administered by a council-appointed City Manager who serves as the chief executive officer of the City and is responsible to the City Council for proper administration of all affairs of the City.

The present members of the City Council, their occupations and the dates on which they became members of the City Council are as follows:

[to be updated]

Teresa B. Wilson was appointed as City Manager in January 2013. Ms. Wilson has served as the City's Director of Governmental Affairs and Assistant City Manager for Community Programs, Economic Development and Government Services. Ms. Wilson graduated from the University of South Carolina's Honors College and the University of South Carolina School of Law. Prior to joining the City, Ms. Wilson served as Government and Community Relations Coordinator for the University of South Carolina's Office of the President, and also served as a liaison for the University of South Carolina and the City of Columbia, as well as a number of community organizations.

Jeffery M. Palen was hired as Chief Financial Officer in January 2013. Prior to his current position, Mr. Palen served as the City's Treasurer beginning in November 2008, and as hospital chief financial officer controller with Health Management Associates from 2005 to 2008. Mr. Palen graduated with a Bachelor of Science in

Business and a Master's Degree in Business Administration from the University of South Carolina. Mr. Palen has held various positions in both the private and public sectors, including serving as the Deputy Treasurer and the Deputy Auditor for Lexington County, South Carolina ("Lexington County").

Janice L. Alonso was hired as Finance Director of the City in July 2013. She has been employed with the City since December 2008, first as the Accounting Manager and, in August 2010, as the Deputy Finance Director. Ms. Alonso has held various positions in both private and public sectors, including Deputy Treasurer for Lexington County and Assistant Controller for Thermo Scientific. Ms. Alonso graduated from the University of South Carolina with a Bachelor of Science in Business. Ms. Alonso is also a Certified Government Finance Officer in South Carolina.

For further information regarding the City and the Columbia MSA, see Appendix B attached hereto.

The System is administered by the City through the City Manager. Under the City Manager's direction, the financial operations of the System are administered by the Chief Financial Officer of the City. The Utilities Department operates the System's two water treatment plants, water storage and pumping stations, and the wastewater plant and sewer lift stations, and maintains all water distribution and treatment sewer collection mains. A total of approximately 500 persons are employed in managerial, clerical, maintenance and other capacities relating to the System.

The Director of Utilities and Engineering is Joseph D. Jaco, a registered professional engineer with over 19 years experience. He graduated with a Bachelor's Degree and a Master's Degree in Engineering from the University of South Carolina. Mr. Jaco was in private practice as an engineer prior to employment with the City in 2006. He first served as City Engineer from 2006 to 2010 and then as Director from 2010 to present.

Initial recommendations for expansion or renovation of the System are made by the Director of Utilities and Engineering. The recommendations are then reviewed by the City Manager and submitted to the City Council for review and approval as part of the budget process. Increases in rates for the System must be reviewed and adopted by the City Council prior to going into effect.

Form of Government

Following the submission of a petition executed by 15 percent (15%) of the qualified electors, certified by the Richland County Election Commission and Voter Registration Office, the City Council enacted Ordinance No. 2013-111 on September 18, 2013, calling for a special election to determine or change the form of government from council-manager form of government to mayor-council form of government. If a majority of the qualified electors vote in favor of a change in the form of government, the Mayor, elected at the November 5, 2013, general election, would assume the responsibilities set forth in Section 5-9-30 of the Code of Laws of South Carolina 1976, as amended, which includes administration of day-to-day activities, preparation of the budget and capital programs, and other functions, which are presently performed by the City Manager.

The special election occurred on December 3, 2013, with a majority of the qualified electors voting in favor of maintaining the council-manager form of government.

Service Area

The service area of the Waterworks System includes all of the City of Columbia and portions of Richland County and Lexington County, and also includes the Towns of Forest Acres, Arcadia Lakes, Irmo, and Chapin, and the Fort Jackson Military Reservation ("Fort Jackson"). The service area of the Sanitary Sewer System includes all of the City of Columbia and portions of Richland County, including Fort Jackson, and portions of Lexington County and the City of West Columbia. The entire System covers approximately 320 square miles with a population of approximately 410,000 persons living within that area. The population in the overall service area of the System has generally been increasing since the 1950s due in large measure to the growth of the service area of the System outside of the City.

The City has exclusive rights to provide water and sewer services within the City limits and non-exclusive rights outside of the City limits. Both Richland County and Lexington County have the legal authority to provide water and sewer service within the unincorporated areas of those counties not presently served by municipalities or

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special purpose districts, but each has only provided services on a limited basis. Richland County currently provides water or sewer services only in small, isolated areas. Lexington County and several municipalities in Lexington County formed a joint municipal water and sewer commission ("Commission") for the purpose of providing water and sewer services on an integrated, county-wide basis, but it is the City's understanding that neither the Commission nor Lexington County intends to provide water or sewer services in unincorporated areas of that county already being served by the City. Several municipalities in Richland and Lexington Counties currently provide water or sewer services to residents within those municipalities. One large special purpose district, East Richland County Public Service District, provides sewer services to a portion of Richland County (including certain of the incorporated municipalities therein, e.g., Forest Acres and Arcadia Lakes).

Service to areas outside of the City limits currently accounts for approximately 72% of the revenues of the Waterworks System and 56% of the revenues of the Sanitary Sewer System of the City. The average water rates for customers outside the City are approximately 1.7 times higher than the average rates for customers inside the City and the average sewer rates for customers outside the City are approximately 1.7 times higher than the average rates for customers inside the City. Because the City already has an extensive water and sewer system in place in large areas of both Richland and Lexington Counties, and because it can offer services to prospective new customers at competitive rates, the City believes that it can continue enlarging the size of its service area in the unincorporated areas of Richland and Lexington Counties.

Ten Largest Customers

The following table sets forth the ten largest water and sewer customers, by total revenue, for the Fiscal Year ended June 30, 2016.

[table]

Waterworks System

General

The sources of raw water for the Waterworks System are the Broad River, via the Columbia Canal (which has an average flow of 3,000 cfs (cubic feet per second)) and Lake Murray. The City has purchased rights to raw water under contracts with South Carolina Electric & Gas Company ("SCE&G"), which owns these water rights. The contract, with respect to water from Lake Murray, is for a term that is coterminous with SCE&G's license to operate its Saluda Hydro Station and provides for up to 100 million gallons per day ("MGD"). In 2002, the City acquired the Columbia Hydro Station and the Columbia Canal.

The water treatment plant located on the Columbia Canal ("Canal Plant") has a total raw water pumping capacity of 125 MGD with a sustained capacity of 85 MGD. The Canal Plant was originally constructed in 1906 and expanded in 1916, 1942, 1954, 1958, 1968 and 2006. The Canal Plant has a rated capacity for treatment of raw water of 84 MGD. The Canal Plant is currently producing an average flow of approximately 34 MGD with a maximum demand of 60 MGD. The total finished water pumping capacity was expanded to 121 MGD in 2013. The Canal Plant generally serves the area south of Interstate 20 and east of the Broad River. A major building renovation and filter upgrade was completed in 1998. Raw water and high service pumping improvements were completed in 2013.

The water treatment plant on Lake Murray ("Lake Murray Plant") has a raw water pumping capacity of 105 MGD. The Lake Murray Plant, which was completed in 1983, has been expanded to increase high service (finished water) pumping capacity from 40 MGD to 105 MGD and water treatment capacity from 30 MGD to 75 MGD. The Lake Murray Plant generally serves the area north of Interstate 20. The average treatment and pumping rate at the Lake Murray Plant is 31 MGD. An expansion was completed in 2006 to increase its capacity to 75 MGD.

The City believes that the water sources provided by the Broad River and Lake Murray are adequate to provide ample water to meet the current and foreseeable needs of the System, and that the Columbia Plant and the Lake Murray Plant, as expanded and upgraded, will be adequate to continue to meet water treatment needs of the System for at least the next 20 years.

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Approximately 2,300 miles of predominantly ductile and plastic pipelines, ranging in size from 4-inch to 64-inch diameters, comprise the Waterworks System's distribution network. The City places considerable emphasis on replacing smaller and deteriorated water mains and installing additional fire hydrants for optimal fire protection, the costs of which are paid from System Revenues and from the proceeds of revenue bonds of the System. The City maintains two 3-MG storage reservoirs for finished water at the Canal Plant, two 5-MG storage reservoirs at the Lake Murray Plant and 22 other storage tanks with an aggregate storage capacity of 44 MG.

The City owns all of the pipes, storage tanks, pumping stations and water treatment facilities that it uses to distribute water to customers. The pipes and all other parts of the water delivery system are expected to have at least a 75-year useful life. Existing pipes are typically installed in rights-of-way owned by the City, Richland or Lexington County or the State, with new lines being placed in exclusive easements when possible. The City owns in fee simple the land on which the Columbia Plant and Lake Murray Plant are located and most of the land on which pump stations and storage tanks are located.

The City maintains an ongoing program of upgrading, modernizing and rehabilitating the Waterworks System, the costs of which are paid from System Revenues and from the proceeds of revenue bonds of the System. See "Capital Expenditures" herein.

Operations

The total number of customers of the Waterworks System has grown by more than 18% over the past ten fiscal years. The major part of the growth has occurred as a result of new Out-of-City customers being added. Information on Revenues is set forth for both the Waterworks System and Sanitary Sewer System on a combined basis in "FINANCIAL FACTORS." The table below shows the number of water customers during the past ten Fiscal Years:

[table]

Special Contracts

The City has entered into contracts with Fort Jackson, the Town of Chapin ("Chapin"), and the Town of Winnsboro ("Winnsboro") to provide water service. The contract with Fort Jackson, which was entered into as of March 25, 1987, provides that the City will be paid at rates subject to renegotiation on the request of either party with reasonable cause. In February 2011, a 15% rate increase, which is effective through June 2020, went into effect for water service provided to Fort Jackson.

The City's contract with Chapin, which was entered into on June 29, 1988, provides for the acquisition of the entire water system of Chapin and provides for the City to enjoy the exclusive right to furnish water to Chapin for a period of 30 years. Chapin customers are charged the normal Out-of-City rates.

The City's contract with Winnsboro is a bulk water agreement, which was entered into May 1, 2013, and confirms that they pay the City's standard rate.

Waterworks System Rates

Information on rates and fees of the Waterworks System is set forth in "-Water and Sewer Rates and Fees" herein.

Federal and State Requirements

The City currently holds a license from the South Carolina Department of Health and Environmental Control ("DHEC") to operate a water treatment and distribution system. The Waterworks System currently meets all federal and State requirements regarding water quality. See "Environmental Matters – *General*."

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Sanitary Sewer System

The City's Sanitary Sewer System consists of over 1,000 miles of sewer lines ranging in diameter from 4 inches to 60 inches, 55 sewage lift stations and a central treatment facility known as the Metropolitan Wastewater Treatment Plant ("Metro WWTP"). The Metro WWTP, a biological oxidation extended aeration treatment facility located on the Congaree River three miles south of the City, was originally constructed in 1970 and expanded in 1982 to 40 MGD and again in 1998 to 60 MGD. Currently the average daily flow to the Metro WWTP is about 34 MGD. Nearly five percent of the flow to the Metro WWTP is industrial. The City expects that the Metro WWTP, as expanded and upgraded, will be adequate to provide sewage treatment for the Sanitary Sewer System through the year 2060.

The City owns all of the sewer lines, lift stations and treatment facilities of the Sanitary Sewer System. The sewer lines are expected to have at least a 50-75 year useful life, with proper maintenance. The sewage lift stations are being rehabilitated as needed and are on a maintenance schedule, and most stations are expected to have a useful life of at least 15 years at construction or after rehabilitation is completed. Sewer lines are typically installed in easements or in rights-of-way owned by the City, Richland or Lexington County or the State, with new lines being placed in exclusive easements when possible. The City owns in fee simple the land on which the Metro WWTP and many of the sewage lift station sites.

In March 2013, the City sold a portion of the Sanitary Sewer System and the retail wastewater utility service rights to a private utility company ("Private Utility"), relating to approximately 13,000 predominantly residential customers located in northeast Columbia. The sale represented approximately 16% of the City's then-existing sewer accounts. The City will continue treating sewer for these accounts (at pre-determined rates) until the earlier of (1) three years from the sale date and (2) the date the Private Utility can construct necessary infrastructure allowing connection to its treatment plant.

The City maintains an ongoing program of upgrading, rehabilitating, and modernizing of the Sanitary Sewer System, the costs of which are paid from System Revenues and from the proceeds of revenue bonds of the System. See "Capital Expenditures" herein.

Operations

The number of In-City customers of the Sanitary Sewer System grew by approximately 9.76% between 2004 and 2013. The table below shows the number of customers of the Sanitary Sewer System over the past ten Fiscal Years.

[table]

†Reflects reduction of sewer customers arising from the City's sale of a portion of its Sanitary Sewer System in March 2013. Some customers will continue to be served by the City at predetermined rates for a limited period, as described above.

Special Contracts

The City entered into a contract with the City of West Columbia in 1975 and with Fort Jackson in 1967. The parties agreed to contribute financially to the construction, operation, maintenance, supervision and repair of certain components of the Sanitary Sewer System. The City assumed responsibility for the operation of these components, in return for which the City is paid a base monthly charge plus various other charges based on gallons of sewage discharged.

Sanitary Sewer System Rates

Information on rates and fees of the Sanitary Sewer System is set forth in "Water and Sewer Rates and Fees" herein. The most recent rate increase became effective [], 20[].

Federal and State Requirements

The Sanitary Sewer System currently holds a license from DHEC to operate a sewage treatment system. The Sanitary Sewer System currently meets all federal and State requirements in regard to sewage treatment. See "Environmental Matters – *General*."

Water and Sewer Rates and Fees

General

The rates charged by the City for water and sewer service are not subject to approval by any federal or State regulatory body. The City's rates, as adopted effective [], 20[], are set forth below. Based on these revised rates, the average monthly water and sewer bill for a residential In-City user, based on water usage of 800 cubic feet, is $47.84 and for an Out-of-City user is $81.31. The City has regularly increased rates as necessary, and effected rate increases to provide sufficient revenues for payment of projected increased costs of operation, expansion of the System, increases in debt service and to maintain required debt service coverage ratios. See "FINANCIAL FACTORS--Historical Debt Service Coverage of the System" and "--Projected Debt Service Coverage of the System."

[tables to be updated]

Maximum sewer service rates on single-family residences during the months of April through October are based on a use of 1,400 cubic feet of water and during the months of November through March are based on actual usage. Sewer rates for apartment buildings and trailer parks are the base rate per dwelling unit plus the rate per 100 cubic feet reflected by water consumption. Sewer rates for hotels, motels, dormitories and rooming houses are one-half of the base rate plus the rate per 100 cubic feet reflected by water consumption.

Comparison of Water Rates in the Columbia MSA

Currently, there are six providers of water in the Columbia area: Lexington Water System, Carolina Water Service, Midlands Utilities, the City of Columbia, the City of West Columbia and the City of Cayce. The chart below compares current average monthly water bills for each of the three largest providers of water service.

[table]

†Based on 5,250 gallons of water.

Water and Sewer Tap Fees

The City charges new customers to the Waterworks System a tap fee that ranges from $2,512.00 for a ¾-inch meter to $8,490.00 for a 2-inch meter. The City charges new customers to the Sanitary Sewer System a tap fee of $3,940.00 for each tap. Water and sewer tap fees generated a total of $2,561,434 in revenues for the System in Fiscal Year 20[].

Sewer Plant Expansion Fees

The City began charging new customers of the Sanitary Sewer System a sewer plant expansion fee on October 1, 1987. The fee is intended to provide an additional source of moneys for upgrading and expansion of the Metro WWTP. Sanitary Sewer System plant expansion fees generated a total of $1,845,420 in revenues in Fiscal Year 20[].

Water and Sewer Billing and Collection Policies

New or transferring account fees are charged to customers (new and existing) who request service. Bills are mailed to customers on a periodic basis throughout the month and are payable on receipt. Customers receiving both water and sewer services receive combined bills for these services. Water or sewer service accounts that are two months or more in arrears are terminated for non-payment. Advance notice of 10 days is given prior to such termination action.

Capital Expenditures

The City has expanded and improved the System with proceeds of revenue bonds and Revenues of the System. During Fiscal Years 2012 through 2016, the City expended approximately $289,573,933 (unaudited) for System expansion and improvement, including approximately $71,237,960 (unaudited) expended in Fiscal Year 2016. The following table shows the amounts expended from proceeds of revenue bonds and System Revenues for capital improvements to the System, including cash-funded projects that fall outside the City's Capital Improvements Program, undertaken during Fiscal Years 2012 through 2016.

[table]

[†]Unaudited.

To take advantage of historically low interest rates and to finance capital expansions and improvements identified in the System's then current Capital Improvements Program, the City undertook an aggressive program of annual debt issuances on behalf of the System, beginning in Fiscal Year 2016. Because of the combined effect of (i) the City having sufficient bond proceeds available to fund annual System expansions and improvements from Fiscal Year 2012 through Fiscal Year 2016 and (ii) the City's preference to spend available bond proceeds for System expansions and improvements before using cash on hand, the System fund balance was able to grow from approximately $101 million in Fiscal Year 2012 to approximately $165 million (unaudited) in Fiscal Year 2016.

Capital Improvements Program

Future capital expenditures to expand and improve the System are managed by the City through a rolling five-year Capital Improvements Program, which is approved annually by City Council as part of the adoption of the City's Budget Ordinance. The current Capital Improvements Program covers the Fiscal Years ending June 30, 20[], through June 30, 20[], and anticipates capital expenditures of approximately $100,000,000 per year for each of the next five years for total expenditures of approximately $500,000,000. Sixty percent of the anticipated capital expenditures will be devoted to the Sanitary Sewer System and the remaining 40% will be devoted to the Waterworks System. The expenditures are expected to include engineering, storage tanks, water plant additions, increased sewer capacity, lines, pump stations, easements and land. In addition, expenditures will be targeted to rectify issues identified in the Consent Decree (as defined below).

The City expects to fund the Capital Improvements Program with, among other sources, Revenues of the System, proceeds of Bonds, and State and federal grants. Twenty percent of the annual capital expenditures for the Capital Expenditures Program are anticipated to be funded from System Revenues.

The five-year Capital Improvements Program is reviewed and updated annually to address the needs of the System. The City is in the process of revising the Capital Improvements Program, and will continue to evaluate and revise it if necessary, to ensure all requirements of the Consent Decree are met within the timeframes established thereby, while complying with the rate covenant set forth in the General Ordinance. The City believes a portion of the capital improvements that are or will be mandated by the Consent Decree are currently contemplated in the five-year Capital Improvements Program. See "Environmental Matters – *Conclusion*."

Environmental Matters

General

Operation of the System is subject to regulation by certain federal, State and local authorities. Federal and State standards and procedures that currently regulate and control operation of the System may change from time to time as a result of continuing legislative, regulatory and judicial action. Therefore, there is no assurance that the facilities comprising the System currently in operation, under construction or contemplated will always remain subject to the regulations currently in effect, or will always be in compliance with future regulations.

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An inability to comply with various governmental regulations and standards could result in reduced operating levels or complete shutdown of such facilities not in compliance. Furthermore, compliance with such governmental regulations and standards may substantially increase capital and operating costs.

Permits and Ordinances

The System is in substantial compliance with current regulatory requirements of the United States Environmental Protection Agency ("EPA") and DHEC, and the requirements and conditions of all permits required to operate the System are in order. The City currently has the following permits in effect:

Permit	Effective Date	Expiration Date	Description
DHEC Wastewater NPDES Permit #SC0020940 (the "NPDES Permit")	September [], 20[]	September [], 20[]	Authorization to discharge treated effluent in accordance with the National Pollutant Discharge Elimination System ("NPDES") into the Congaree River
Annual Operating Permit, System #401001	Permitted annually	June 1, 20[]	Authorization to operate a water treatment plant
S.C. Water Resources Commission, Interbasin Transfer Permit 1013-IB	August 29, 2008	August 29, 2028	Authorization to transfer water between river basins in South Carolina

The City has had a Wastewater Services Ordinance in place since March 19, 1974. Subsequent revisions to this ordinance have been made to reflect changes in federal, State and local standards. The City has operated an Industrial Pretreatment Program pursuant to the Federal General Pretreatment Regulations and approved by DHEC since October 1, 1984. The City includes the City of West Columbia under this program pursuant to an inter-jurisdictional agreement executed January 8, 1986. Seven categorical and 13 significant non-categorical industries are currently regulated under this program.

The City is permitted under a stormwater MS4 General Permit for the Metro WWTP stormwater discharges.

EPA and DHEC Actions

In April 2009, the EPA issued a Notice of Violation to the City for effluent limit violations of the City's NPDES Permit and the Clean Water Act ("CWA"). Thereafter, the EPA requested information from the City under the CWA relating to the compliance status of the Sanitary Sewer System.

On review of the City's responses to the EPA's information requests, the EPA identified numerous alleged violations by the City of the CWA, including the frequent occurrence of sanitary sewer overflows from the Sanitary Sewer System over a specified time period ("CWA Violations"). Additionally, the EPA identified additional alleged effluent limit violations of the NPDES permit and violations of NPDES permit requirements related to the City's implementation of the approved industrial pretreatment program ("NPDES Violations," and, together with the CWA Violations, "Violations"). By letter dated May 20, 2010, the EPA notified the City that it had referred this matter to

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the Civil Enforcement Division of the U.S. Department of Justice, but indicated its preference to negotiate a resolution of this matter.

On September 9, 2013, after a lengthy period of negotiations among the City, the EPA, and DHEC, the EPA and DHEC lodged a Consent Decree ("Consent Decree") with the U.S. District Court for the District of South Carolina ("District Court"), in which the City agreed to settle allegations by the EPA and DHEC regarding the Violations. The public comment period on the terms of the Consent Decree closed on October 10, 2013. Prior to December 31, 2013, the parties anticipate the Consent Decree and any comments will be presented to the District Court for consideration and entry. The terms of the Consent Decree will be final and enforceable on entry by the District Court.

The terms of the Consent Decree require the City to (i) evaluate the Sanitary Sewer System and, based on that evaluation, implement capital improvements to the Sanitary Sewer System's infrastructure, and (ii) implement a $1,000,000 Supplemental Environmental Project ("SEP") aimed at restoring and reducing flooding along segments of Rocky Branch and Gills Creek. The City anticipates total expenditures of approximately $750,000,000 will be required over a period of approximately 10 years in order to meet the requirements of the Consent Decree. The City's five-year Capital Improvements Program, which the City believes is presently responsive to a portion of the capital improvements that are or will be required by the Consent Decree, is being further revised to enable the City to meet all of its obligations under the Consent Decree within the prescribed timeframes. In addition, the City is required to pay a civil penalty in the amount of $476,400 to resolve the alleged CWA Violations.

In addition to the matters addressed by the Consent Decree, at various times since 2011, the City has received letters from DHEC, dated March 11, 2011, April 20, 2011, June 14, 2011, October 5, 2011, April 6, 2012, August 1, 2012, January 24, 2013 and February 20, 2013 ("DHEC Letters"), identifying a total of 27 alleged violations of the City's NPDES permit requirements. Almost all of the DHEC Letters recited that the City was not required to provide a written response; however, the City timely responded to all of the DHEC Letters to which it was required to respond, noting that the City was undertaking a program of capital improvements designed, in part, to address the issues cited in that particular DHEC Letter.

On June 25, 2013, the City executed a Consent Order with DHEC ("DHEC Consent Order"), resolving all of the alleged violations described in the March 11, 2011, April 20, 2011 and June 14, 2011 DHEC Letters. The DHEC Consent Order provided for the payment of a $4,000 civil penalty and submittal of a Corrective Action Plan and schedule for implementation to prevent future fecal coliform violations. Except as described herein, the City does not expect any further DHEC action in connection with the remaining DHEC Letters. The City does not expect its compliance with the Corrective Action Plan to have a materially adverse impact on the financial condition of the System or the City.

[to be updated]

Conclusion

As a result of the final Consent Decree, the City may potentially be required to pay additional civil penalties should it not comply with the terms of the Consent Decree. The City intends to fully comply with the terms of the Consent Decree and undertake the capital improvements required by the Consent Decree. The City does not expect its compliance with the Consent Decree to have a materially adverse impact on the financial condition of the System or the City.

Fringe Benefits, Retirement and Health Insurance and Other Post-Employment Benefits

[to be updated]

All eligible full-time City employees are required to participate in a pension plan. All firemen and law enforcement officers must belong to the South Carolina Police Officers' Retirement System ("PORS"). All other eligible employees must belong to the South Carolina Retirement System ("Retirement System") and are covered by its pension plan. The Retirement System is a cost-sharing, multiple-employer, defined benefit pension plan. The Retirement System provides both retirement and death benefits on an employee and employer contribution basis.

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With respect to PORS and the Retirement System, member employees currently contribute 7.0% of their annual compensation. Under recently enacted legislation, Act No. 278 of 2012 ("Act 278"), Retirement System contribution rates will increase from 6.5% to 8.0% in 0.5% increments annually from July 1, 2012 (the first of which such increase is already in effect), to July 1, 2014. Also under Act 278, the City's Retirement System employer contribution rate (exclusive of contributions to an optional incidental death program, in which the City does not participate) is 10.45% beginning July 1, 2012, and will increase to 10.75% effective July 1, 2014. Act 278 modifies the required employee contribution with respect to PORS to 7.84% beginning July 1, 2013 and 8.41% beginning July 1, 2014. Finally, under Act 278, the City's PORS employer contribution rate (exclusive of contributions to optional incidental death and accidental death programs, in which the City does not participate) increased to 11.9% effective July 1, 2012, and will increase to 12.44% effective July 1, 2013, and 13.01% effective July 1, 2014. Total employer retirement contributions to the Retirement System paid on behalf of all City employees totaled $9,171,700 for the fiscal year ended June 30, 2012, and $10,108,520 (unaudited) for the fiscal year ended June 30, 2013.

The City pays all required contributions for fringe benefits and insurance as they come due and there are no liabilities for underfunding of such benefits.

The City provides post-employment health care benefits to eligible employees who retire from the City. Eligibility for post-employment health care benefits is based on the employee's hire date. Employees hired on or after July 1, 2009, are eligible after 25 years of service for police/fire and 28 years of service for all other employees. Employees hired prior to July 1, 2009, are eligible after 25 years (20 years if age 55) of service for police/fire and 28 (20 years if age 60) years of service for all other employees. At June 30, 2011, 698 retirees met those requirements.

In June 2004, the Governmental Accounting Standards Board ("GASB") approved the final set of accounting standards applicable to Other Post-Employment Benefits ("OPEB"), which are non-pension benefits provided after a person leaves employment. The standards are explained in GASB Statement Nos. 43 and 45. These accounting standards were implemented and took effect with respect to the City's financial statements during the fiscal year ended June 30, 2006. In anticipation of that effective date, the City engaged the services of an actuarial firm to make a determination of the City's OPEB liability that would be recognized for the fiscal year ended June 30, 2006. Independent actuarial studies have been performed for June 30, 2006, June 30, 2009, and June 30, 2011.

A report was issued by Towers Watson dated November 2012 ("2012 Report") that identified an Unfunded Actuarial Liability of $104,195,581 on July 1, 2012. The Annual Required Contribution ("ARC") was determined to be $7,826,383 per year. The City is not currently funding the ARC in the amount suggested in the 2012 Report. Since June 30, 2006 the City has paid current OPEB charges on a pay-as-you-go basis and deposited $45,803,720. The deposits are made to a segregated account ("OPEB Account"). The amounts in the OPEB Account are set aside and designated to offset the City's OPEB liability. Amounts in the OPEB Account, however, may be accessed with the approval of the City Council and may be used for general purposes of the City. In April 2013, the City transferred $7,000,000 from the OPEB Account to an Economic Development Fund and loaned the $7,000,000 to the Columbia Development Corporation ("CDC") to purchase and renovate an historic structure in downtown Columbia known as the "Palmetto Compress and Warehouse Company Building" ("Palmetto Compress Building"). After giving effect to the transfer and loan, approximately $38,803,720 remained on deposit in the OPEB Account. The City intends for the CDC to sell the Palmetto Compress Building and repay the City, which will in turn deposit the sale proceeds in the OPEB Account.

Liability Insurance

Subject to specific immunity set forth in the South Carolina Tort Claims Act, the City, like other local governments, is liable for damages not to exceed $300,000 per incident/person and $600,000 per occurrence/aggregate for torts. There are no limits in actual damages for recoveries under 42 U.S.C. § 1983. No punitive or exemplary damages are permitted under the South Carolina Tort Claims Act or the Federal Civil Rights Act. The City currently self insures against tort liability under the South Carolina Tort Claims Act.

INTEREST RATE SWAPS AND OTHER OBLIGATIONS

In September 2007, the City entered into an ISDA Master Agreement and an accompanying schedule (collectively, "Master Agreement") with JPMorgan Chase Bank, N.A. (in such capacity, "Counterparty"), to

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establish the general terms under which various interest rate swap and other derivative transactions may be entered between such parties.

The Series 2009 Swap

On September 20, 2007, and pursuant to the written confirmation to the Master Agreement dated such date between the City and the Counterparty, the City entered into a "fixed payor" interest rate swap agreement with the Counterparty ("Series 2009 Swap") to enable the City to synthetically hedge a portion of its variable rate interest exposure relative to the Bonds during the term of the Series 2009 Swap. The Series 2009 Swap obligates the City to pay the Counterparty a fixed rate, based on a notional amount equal to the initial par amount of the 2009 Bonds, as reduced based on mandatory sinking fund redemptions scheduled therefor. The goal of the Series 2009 Swap is to reduce the City's variable rate exposure under the 2009 Bonds and convert much of its variable rate exposure during the term of the Series 2009 Swap to a hedged fixed rate (subject to applicable basis risks associated with the actual correlation of such variable rate index with the actual variable rate of such Bonds). The Series 2009 Swap will expire in accordance with its terms (unless earlier terminated) on February 1, 2038, which is a date coterminous with the final maturity date of the 2009 Bonds.

Under certain circumstances, some of which may be beyond the control of the City, the Series 2009 Swap is subject to termination prior to the scheduled termination date, including on the occurrence of certain events of default. Such events of default include without limitation (i) failure to pay or deliver any payment required to be made under the Master Agreement, (ii) breach of Master Agreement, (iii) credit support default, (iv) misrepresentation, (v) default under a specified derivative transaction, (vi) cross default, (vii) bankruptcy and (viii) merger of party or any guarantor of such party without assumption of such party's obligations by the resulting entity.

In addition to the foregoing, the Counterparty has the right, but is not required, to terminate the Series 2009 Swap in the event that the rating of the long-term unsecured debt (without credit or structural enhancement) of the City is withdrawn, suspended for more than 30 days or reduced below "[]" by Standard & Poor's or "[]" by Moody's. Correspondingly, the City has the right, but is not required, to terminate the Series 2009 Swap in the event that the rating of the long-term unsecured debt (without credit or structural enhancement) of the Counterparty is withdrawn, suspended for more than 30 days or reduced below "BBB" by Standard & Poor's or "B[]2" by Moody's.

In the event of an early termination of the Series 2009 Swap, the City may owe a termination payment to the Counterparty or, conversely, the Counterparty may owe a termination payment to the City. Such a termination payment generally would be based on the market value of the Series 2009 Swap on the date of termination. For example, if the Series 2009 Swap was terminated, the City's termination payment to the Counterparty, based on mid-market rates, as of [], 2016, would have been approximately $[]. Any such amount that may be owed in the future by the City with respect to the Series 2009 Swap may be substantial, and could adversely affect the City's ability to pay debt service on the Bonds. Such termination payments are secured by a pledge of Net Revenues junior and subordinate to the pledge of Net Revenues securing the Bonds and all parity debt.

In addition, a partial termination of the Series 2009 Swap could occur to the extent that any Bonds are redeemed pursuant to an optional redemption. If such an optional redemption occurs, a termination payment related to the portion of the Series 2009 Swap terminated may be owed to either the City or the Counterparty, depending on market conditions at that time. Moreover, the Series 2009 Swap can be terminated on mutual agreement of the Counterparty and the City. There is no guarantee the Series 2009 Swap will be outstanding for its stated term.

The payment obligations of the City under the Series 2009 Swap will not alter or affect the obligation of the City to pay or make payments with respect to the principal of, redemption price of and interest on the 2009 Bonds. The Counterparty has no obligation to make payments directly to the holders of the 2009 Bonds. The holders of the 2009 Bonds have no contractual or other rights or claims against the Counterparty for payment of the 2009 Bonds. The Series 2009 Swap does not provide a source of security or other credit for the 2009 Bonds.

Additional Derivative Agreements

In addition to the Series 2009 Swap, the City may in the future enter into one or more additional interest rate swap or other derivative transactions, whether pursuant to the Master Agreement or otherwise and whether with the Counterparty or one or more other swap counterparties, to the extent not prohibited by the Ordinance. The extent or effect of any such additional transactions cannot be known as of the date of this Official Statement.

ENFORCEABILITY OF REMEDIES

The remedies available to the owners of the 2016 Bonds on an event of default under the Ordinance are in many respects dependent on judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including specifically Title 11 of the United States Code, the remedies specified by the federal bankruptcy code and the Ordinance, the 2016 Bonds may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the 2016 Bonds (including Co-Bond Counsel's approving opinions) will be qualified, as to the enforceability of the various legal instruments, by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of credits enacted before or after such delivery.

LEGAL MATTERS

Litigation

Except as set forth below, no litigation, to the knowledge of the City, is threatened in any court to restrain or enjoin the issuance or delivery of the 2016 Bonds or the collection, payment or receipt of the moneys pledged or to be pledged to pay the principal of, premium, if any, and interest on the 2016 Bonds or, in any way contesting or affecting the validity of the 2016 Bonds, the General Ordinance or the Supplemental Ordinance, the power to collect, pay or receive the moneys with which to pay the 2016 Bonds or the organization or the powers of the City, including the power to operate the System and to collect revenues therefrom.

2011 Lawsuit

On October 10, 2011, a lawsuit was filed against the City, captioned, Joseph S. Azar, individually and as Class Representative v. City of Columbia, C/A No. 2011-CP-40-6705. The Complaint was amended on October 13, 2011, to add another plaintiff, Frank J. Cumberland, Jr., and, on February 6, 2012, to add Michael A. Letts, as an additional plaintiff, and to make additional allegations.

In the lawsuit, the plaintiffs challenge the City's ability to transfer water and sewer service charges and user fees from its water and sewer fund to other funds, including the City's general fund, and the use thereof for purposes other than the operation and maintenance of, or improvement to, the System. The plaintiffs are seeking the re-transfer or refund of a portion of such water and sewer service charges and user fees (which may affect multiple prior fiscal years) that the City allegedly impermissibly used or transferred, attorneys' fees, and injunctive relief to stop the future use or transfer of water and sewer service charges and user fees for such allegedly impermissible purposes. In addition, the plaintiffs previously petitioned the court for class certification, which the court denied in its order filed June 26, 2012.

The parties filed cross-motions for summary judgment. By order filed September 27, 2013, the circuit court granted the City's Motion for Summary Judgment and denied the plaintiffs' Motion for Summary Judgment, thereby upholding the City's use of its water and sewer revenues as lawful. The City cannot predict whether the plaintiffs will appeal the court's order or whether such appeal will be successful but, if appealed, the City intends to vigorously defend the lawsuit. The City cannot predict the final outcome of the appeal or whether a recovery, if any, by the plaintiffs would include the re-transfer or refund of past water and sewer service charges or user fees, the prohibition of future transfers of water and sewer service charges or user fees to other funds, including the City's general fund, interest, attorney's fees or other penalties or costs. However, the City believes that an adverse determination in the lawsuit would not materially adversely affect the City's general financial condition or its ability to pay principal and interest of the 2016 Bonds. [to be updated]

United States Bankruptcy Code

The undertakings of the City should be considered with reference to Chapter 9 of the Bankruptcy Code, 11 U.S.C. § 901, et seq., as amended ("Bankruptcy Code"), and other laws affecting creditors' rights and municipalities generally. Chapter 9 permits a municipality, political subdivision, public agency, or other instrumentality of a State that is insolvent or unable to meet its debts as such debts mature to file a petition in the United States Bankruptcy Court for the purpose of effecting a plan to adjust its debts; directs such a petitioner to file with the court a list of its creditors; provides that the filing of the petition under that Chapter operates as a stay of the commencement or continuation of any judicial or other proceeding against the petitioner; directs a petitioner to file a plan for the adjustment of its debts; permits the petitioner in its plan to modify the rights to payment of its creditors; provides that the plan must be accepted in writing by or on behalf of creditors; and provides that the plan must be accepted in

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writing by or on behalf of creditors of each impaired class of claims holding at least two-thirds in amount and more than one-half in number of the creditors which have accepted or rejected the plan. The plan may be confirmed notwithstanding the negative vote of one or more classes of claims if the court finds that the plan is in the best interest of creditors, is feasible, and is fair and equitable with respect to the dissenting classes of creditors. A petitioner has the right to reinstate indebtedness under its plan according to the original maturity schedule of such indebtedness notwithstanding any provision in the documents under which the indebtedness arose relating to the insolvency or financial condition of the debtor before the confirmation of the plan, the commencement of a case under the Bankruptcy Code, or the appointment of or taking possession by a trustee in a case under the Bankruptcy Code or by a receiver or other custodian prior to the commencement of a case under the Bankruptcy Code.

Other Legal Matters

Certain legal matters incident to the authorization, issuance and sale of the 2016 Bonds are subject to the approval of the legality of issuance thereof by McNair Law Firm, P.A., Columbia, South Carolina, and Johnson, Toal & Battiste, P.A., Columbia, South Carolina, as Co-Bond Counsel. The proposed forms of the opinions of Co-Bond Counsel to be delivered when the 2016 Bonds are issued are set forth in Appendix D hereto. Certain matters will be passed on for the Underwriters by Parker Poe Adams & Bernstein LLP, Columbia, South Carolina, and The Starkes Law Firm, P.A., Columbia, South Carolina, as Co-Underwriters' Counsel. Certain legal matters will be passed on behalf of the City by the City Attorney, Teresa A. Knox, Esquire.

From time to time, Parker Poe Adams & Bernstein LLP serves as Bond Counsel to the City and, from time to time, one or both Parker Poe Adams & Bernstein LLP, The Starkes Law Firm, P.A. and McNair Law Firm, P.A. have represented one or both of the Underwriters as counsel in financing transactions unrelated to the sale of the 2016 Bonds. Neither the City nor either Underwriter has conditioned the future employment of any of these firms in connection with any proposed financing issues for the City or either Underwriter on the successful execution and delivery of the 2016 Bonds.

TAX EXEMPTION AND OTHER TAX MATTERS

Internal Revenue Code of 1986

In the opinion of McNair Law Firm, P.A., Columbia, South Carolina, as Co-Bond Counsel ("McNair"), to be delivered on the date of issuance of the 2016 Bonds, under existing laws, regulations, rulings and judicial decisions and assuming the City's continued compliance with certain covenants described below, interest on the 2016 Bonds is excludable from gross income of the recipients thereof for federal income tax purposes.

The Internal Revenue Code of 1986, as amended ("Code"), including the Treasury Regulations promulgated thereunder, includes provisions that relate to tax-exempt obligations, such as the 2016 Bonds, including, among other things, permitted uses and investment of the proceeds of the 2016 Bonds and the rebate of certain net arbitrage earnings from the investment of such proceeds to the United States Treasury. Noncompliance with these requirements may result in interest on the 2016 Bonds becoming subject to federal income taxation retroactive to the respective issuance dates thereof. The City has covenanted to comply with the requirements of the Code to the extent required to maintain the exclusion of interest on the 2016 Bonds from gross income for federal tax purposes. Failure of the City to comply with the covenant could cause the interest on the 2016 Bonds to be taxable retroactively to the date of issuance.

The Code imposes an alternative minimum tax on a taxpayer's alternative minimum taxable income. Interest on the 2016 Bonds is not an item of tax preference for purposes of the individual and corporate alternative minimum tax. However, interest on the 2016 Bonds will be includable in the adjusted current earnings of a corporation for purposes of computing the alternative minimum tax imposed on corporations.

Although McNair is of the opinion that interest on the 2016 Bonds is excludable from gross income for federal income tax purposes, the accrual or receipt of interest on the 2016 Bonds may otherwise affect the federal income tax liability of the recipient. The extent of these other tax consequences will depend on the recipient's particular tax status or other items of income or deduction. Prospective purchasers of the 2016 Bonds should be aware that ownership of the 2016 Bonds may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, banks, thrifts and other financial institutions, property and casualty insurance companies, certain recipients of Social Security or Railroad Retirement benefits, certain S corporations with "excess net passive income," foreign corporations subject to the branch profits tax, life insurance companies

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and taxpayers otherwise entitled to claim the earned income credit and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry or have paid or incurred certain expenses allocable to the 2016 Bonds. McNair will not express any opinion as to such collateral tax consequences. Prospective purchasers of the 2016 Bonds should consult their tax advisors as to collateral federal income tax consequences.

McNair has not undertaken to determine (or to inform any person) whether any action taken (or not taken) or event occurring (or not occurring) after the issuance date of the 2016 Bonds may affect the tax status of interest on the 2016 Bonds. In rendering its opinion, McNair will rely on certificates and representations of the City with respect to certain material facts solely within the City's knowledge relating to the investment and use of the proceeds of the 2016 Bonds and compliance by the City with certain covenants.

Current and future legislative proposals, if enacted into law, clarification of the Code or court decisions may cause interest on the 2016 Bonds to be subject, directly or indirectly, to federal or State income taxation, or otherwise prevent the holders thereof from realizing the full current benefit of the tax-exempt status of such interest. The introduction or enactment of any such legislative proposals, clarification of the Code or court decisions could significantly reduce the benefit of, or otherwise affect, the exclusion from gross income of interest on obligations like the 2016 Bonds and could also affect, perhaps significantly, the market price for, or marketability of, the 2016 Bonds. Prospective purchasers of the 2016 Bonds should consult their own tax advisors regarding any pending or proposed federal or state tax legislation, regulations or litigation, and regarding the impact of future legislation, regulations or litigation, as to which McNair expresses no opinion.

Original Issue Discount

[to be updated]

Original Issue Premium

[to be updated]

State Tax Law Matters

McNair is of the opinion that under present laws of the State, interest on the 2016 Bonds will be excluded from South Carolina taxation, except estate, transfer and certain franchise taxes. Section 12-11-20 of the Code of Laws of South Carolina 1976, as amended, imposes on every bank engaged in business in the State a fee or franchise tax computed at the rate of 4½% of the entire net income of such bank. Regulations of the South Carolina Department of Revenue require that the term "entire net income" include income derived from any source whatsoever, including interest on obligations of any state and any political subdivision thereof. Interest on the 2016 Bonds will be included in such computations.

FINANCIAL ADVISOR

Stifel | Merchant Capital Division, Columbia, South Carolina, has served as Financial Advisor to the City in connection with the offer and sale of the 2016 Bonds. As such, it has participated in the preparation of and review of the various financing documents related to the 2016 Bonds. The Financial Advisor will be paid from the proceeds of the 2016 Bonds.

CONTINUING DISCLOSURE

[to be updated]

MISCELLANEOUS

Ratings

Moody's Investors Service, Inc. ("Moody's") and Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business ("S&P"), have assigned the 2016 Bonds their municipal bond ratings of "[]" and "[]," respectively. Such ratings reflect only the views of Moody's and S&P and an explanation of the significance of such ratings may be obtained from Moody's at the following address: Moody's Investors Service, Inc., 7 World Trade Center at 250 Greenwich Street, New York, New York 10007 and for S&P at: Standard & Poor's Corporation, 55 Water Street, 38th Floor, New York, New York 10041. The City has furnished to Moody's and S&P certain information and materials respecting the City and the 2016 Bonds. Generally, Moody's and S&P base their ratings on such information and materials and on investigations, studies and assumptions furnished to and obtained

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and made by them. There is no assurance that such ratings will remain unchanged for any period of time or that it may not be revised downward or withdrawn entirely by Moody's or S&P, if in their judgment circumstances so warrant. Any such downward revision or withdrawal of such ratings may have an adverse effect on the market price of the 2016 Bonds.

Underwriting

The 2016 Bonds are being purchased for reoffering by the Underwriters. The Underwriters have agreed, subject to certain conditions, to purchase the 2016 Bonds at a purchase price of $[] (which reflects $[].00 [plus][less] [aggregate] original issue [premium][discount] of $[] less Underwriters' Discount of $[]).

The Underwriters may offer and sell the 2016 Bonds to certain dealers and others at a price lower than the offering prices stated on the inside cover page hereof. The offering prices may be changed from time to time by the Underwriters.

Concluding Statement

All quotations from and summaries and explanations of provisions of laws of the State herein do not purport to be complete and are qualified in their entirety by reference to the official compilations thereof. All references to the 2016 Bonds and the determinations of the City Council relating thereto are qualified in their entirety by reference to the definitive forms of the 2016 Bonds and the Ordinance and to such determinations. All such summaries, explanations and references are further qualified in their entirety by reference to the exercise of sovereign police powers of the State and the constitutional powers of the United States of America, and to valid bankruptcy, insolvency, reorganization, moratorium and other laws for the relief of debtors.

Certain of the information set forth in the Official Statement and in the appendices hereto has been obtained from sources other than the City that are believed to be reliable but is not guaranteed as to accuracy or completeness.

The agreement between the City and the holders of the 2016 Bonds is fully set forth in the Ordinance and neither any advertisement for the 2016 Bonds nor this Official Statement is to be construed as constituting an agreement with the holders of the 2016 Bonds.

Anyone having questions should direct them to Jeffery M. Palen, Chief Financial Officer, City of Columbia, 1136 Washington Street – Fourth Floor, Columbia, South Carolina 29201, and telephone (803) 545-4093.

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The delivery of this Official Statement and its use in connection with the sale of the 2016 Bonds has been duly authorized by the City.

CITY OF COLUMBIA, SOUTH CAROLINA

_____

Stephen K. Benjamin, Mayor

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APPENDIX A

PORTION OF THE COMPREHENSIVE ANNUAL FINANCIAL REPORT
OF THE CITY FOR FISCAL YEAR ENDED JUNE 30, 2016

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APPENDIX B

GENERAL INFORMATION REGARDING THE CITY OF COLUMBIA

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[to be provided]

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APPENDIX C

SUMMARY OF CERTAIN PROVISIONS OF THE ORDINANCE

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[to be provided]

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APPENDIX D

FORMS OF OPINIONS OF CO-BOND COUNSEL

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[to be provided]

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APPENDIX E

FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT

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EXHIBIT D

FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT

This Disclosure Dissemination Agent Agreement ("Disclosure Agreement"), dated as of _____, is executed and delivered by the City of Columbia, South Carolina ("Issuer") and Digital Assurance Certification, L.L.C., as exclusive Disclosure Dissemination Agent ("Disclosure Dissemination Agent" or "DAC") for the benefit of the Holders (defined below) of the Bonds (defined below) and in order to provide certain continuing disclosure with respect to the Bonds in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time ("Rule").

The services provided under this Disclosure Agreement solely relate to the execution of instructions received from the Issuer through use of the DAC system and do not constitute "advice" within the meaning of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act"). DAC will not provide any advice or recommendation to the Issuer or anyone on the Issuer's behalf regarding the "issuance of municipal securities" or any "municipal financial product" as defined in the Act and nothing in this Disclosure Agreement shall be interpreted to the contrary.

SECTION 1. Definitions. Capitalized terms not otherwise defined in this Disclosure Agreement shall have the meaning assigned in the Rule or, to the extent not in conflict with the Rule, in the Official Statement (defined below). The capitalized terms shall have the following meanings:

"Annual Report" means an Annual Report described in and consistent with Section 3 of this Disclosure Agreement.

"Annual Filing Date" means the date, set in Sections 2(a) and 2(f), by which the Annual Report is to be filed with the Repositories.

"Annual Financial Information" means annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(a) of this Disclosure Agreement.

"Audited Financial Statements" means the financial statements (if any) of the Issuer for the prior fiscal year, certified by an independent auditor as prepared in accordance with generally accepted accounting principles or otherwise, as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(b) of this Disclosure Agreement.

"Bonds" means the bonds as listed on the attached Exhibit A, with the 9-digit CUSIP numbers relating thereto.

"Certification" means a written certification of compliance signed by the Disclosure Representative stating that the Annual Report, Audited Financial Statements, Voluntary Report,

Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure delivered to the Disclosure Dissemination Agent is the Annual Report, Audited Financial Statements, Voluntary Report, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure required to be submitted to the Repositories under this Disclosure Agreement. A Certification shall accompany each such document submitted to the Disclosure Dissemination Agent by the Issuer and include the full name of the Bonds and the 9-digit CUSIP numbers for all Bonds to which the document applies.

"Disclosure Representative" means the Finance Director or his designee, or such other person as the Issuer shall designate in writing to the Disclosure Dissemination Agent from time to time as the person responsible for providing Information to the Disclosure Dissemination Agent.

"Disclosure Dissemination Agent" means Digital Assurance Certification, L.L.C, acting in its capacity as Disclosure Dissemination Agent hereunder, or any successor Disclosure Dissemination Agent designated in writing by the Issuer pursuant to Section 9 hereof.

"Failure to File Event" means the Issuer's failure to file an Annual Report on or before the Annual Filing Date.

"Force Majeure Event" means: (i) acts of God, war, or terrorist action; (ii) failure or shut-down of the Electronic Municipal Market Access system maintained by the MSRB; or (iii) to the extent beyond the Disclosure Dissemination Agent's reasonable control, interruptions in telecommunications or utilities services, failure, malfunction or error of any telecommunications, computer or other electrical, mechanical or technological application, service or system, computer virus, interruptions in Internet service or telephone service (including due to a virus, electrical delivery problem or similar occurrence) that affect Internet users generally, or in the local area in which the Disclosure Dissemination Agent or the MSRB is located, or acts of any government, regulatory or any other competent authority the effect of which is to prohibit the Disclosure Dissemination Agent from performance of its obligations under this Disclosure Agreement.

"Holder" means any person (a) having the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries) or (b) treated as the owner of any Bonds for federal income tax purposes.

"Information" means, collectively, the Annual Reports, the Audited Financial Statements (if any), the Notice Event notices, the Failure to File Event notices, the Voluntary Event Disclosures and the Voluntary Financial Disclosures.

"MSRB" means the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934.

"Notice Event" means an event listed in Sections 4(a) of this Disclosure Agreement.

"Official Statement" means that Official Statement prepared by the Issuer in connection with its $_____ Waterworks and Sewer System Revenue Bonds, Series _____ as listed on Appendix A.

"Voluntary Event Disclosure" means information of the category specified in any of subsections (e)(vi)(1) through (e)(vi)(11) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(a) of this Disclosure Agreement.

"Voluntary Financial Disclosure" means information of the category specified in any of subsections (e)(vii)(1) through (e)(vii)(9) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(b) of this Disclosure Agreement.

SECTION 2. Provision of Annual Reports.

(a) The Issuer shall provide, annually, an electronic copy of the Annual Report and Certification to the Disclosure Dissemination Agent, together with a copy for the Trustee, not later than 30 days prior to the Annual Filing Date. Promptly upon receipt of an electronic copy of the Annual Report and the Certification, the Disclosure Dissemination Agent shall provide an Annual Report to the MSRB not later than February 1 after the end of each fiscal year of the Issuer, commencing with the fiscal year ending June 30, _____. Such date and each anniversary thereof is the Annual Filing Date. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 3 of this Disclosure Agreement.

(b) If on the fifteenth (15th) day prior to the Annual Filing Date, the Disclosure Dissemination Agent has not received a copy of the Annual Report and Certification, the Disclosure Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the Annual Report pursuant to Section 2(a). Upon such reminder, the Disclosure Representative shall either (i) provide the Disclosure Dissemination Agent with an electronic copy of the Annual Report and the Certification) no later than two (2) business days prior to the Annual Filing Date, or (ii) instruct the Disclosure Dissemination Agent in writing that the Issuer will not be able to file the Annual Report within the time required under this Disclosure Agreement, state the date by which the Annual Report for such year will be provided and instruct the Disclosure Dissemination Agent that a Notice Event as described in Section 4(a)(12) has occurred and to immediately send a notice to the MSRB in substantially the form attached as Exhibit B, accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(c) If the Disclosure Dissemination Agent has not received an Annual Report and Certification by 12:00 noon on the first business day following the Annual Filing Date for the Annual Report, a Notice Event described in Section 4(a)(12) shall have occurred and the Issuer irrevocably directs the Disclosure Dissemination Agent to immediately send a notice to the MSRB in substantially the form attached as Exhibit B, accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

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(d) If Audited Financial Statements of the Issuer are prepared but not available prior to the Annual Filing Date, the Issuer shall, when the Audited Financial Statements are available, provide in a timely manner an electronic copy to the Disclosure Dissemination Agent, accompanied by a Certificate, together with a copy for the Trustee, for filing with the MSRB.

(e) The Disclosure Dissemination Agent shall:

(i) verify the filing specifications of the MSRB each year prior to the Annual Filing Date;

(ii) upon receipt, promptly file each Annual Report received under Sections 2(a) and 2(b) with the MSRB;

(iii) upon receipt, promptly file each Audited Financial Statement received under Section 2(d) with the MSRB;

(iv) upon receipt, promptly file the text of each Notice Event received under Sections 4(a) and 4(b)(ii) with the MSRB, identifying the Notice Event as instructed by the Issuer pursuant to Section 4(a) or 4(b)(ii) (being any of the categories set forth below) when filing pursuant to Section 4(c) of this Disclosure Agreement:

1. "Principal and interest payment delinquencies;"

2. "Non-Payment related defaults, if material;"

3. "Unscheduled draws on debt service reserves reflecting financial difficulties;"

4. "Unscheduled draws on credit enhancements reflecting financial difficulties;"

5. "Substitution of credit or liquidity providers, or their failure to perform;"

6. "Adverse tax opinions, IRS notices or events affecting the tax status of the security;"

7. "Modifications to rights of securities holders, if material;"

8. "Bond calls, if material;"

9. "Defeasances;"

10. "Release, substitution, or sale of property securing repayment of the securities, if material;"

11. "Rating changes;"

12. "Tender offers;"

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13. "Bankruptcy, insolvency, receivership or similar event of the obligated person;"

14. "Merger, consolidation, or acquisition of the obligated person, if material;" and

15. "Appointment of a successor or additional trustee, or the change of name of a trustee, if material;"

(v) upon receipt (or irrevocable direction pursuant to Section 2(c) of this Disclosure Agreement, as applicable), promptly file a completed copy of Exhibit B to this Disclosure Agreement with the MSRB, identifying the filing as "Failure to provide annual financial information as required" when filing pursuant to Section 2(b)(ii) or Section 2(c) of this Disclosure Agreement;

(vi) upon receipt, promptly file the text of each Voluntary Event Disclosure received under Section 7(a) with the MSRB, identifying the Voluntary Event Disclosure as instructed by the Issuer pursuant to Section 7(a) (being any of the categories set forth below) when filing pursuant to Section 7(a) of this Disclosure Agreement:

1. "amendment to continuing disclosure undertaking;"

2. "change in obligated person;"

3. "notice to investors pursuant to bond documents;"

4. "certain communications from the Internal Revenue Service;"

5. "secondary market purchases;"

6. "bid for auction rate or other securities;"

7. "capital or other financing plan;"

8. "litigation/enforcement action;"

9. "change of tender agent, remarketing agent, or other on-going party;"

10. "derivative or other similar transaction;" and

11. "other event-based disclosures;"

(vii) upon receipt, promptly file the text of each Voluntary Financial Disclosure received under Section 7(b) with the MSRB, identifying the Voluntary Financial Disclosure as instructed by the Issuer pursuant to Section 7(b) (being any of the categories set forth below) when filing pursuant to Section 7(b) of this Disclosure Agreement:

1. "quarterly/monthly financial information;"

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2. "change in fiscal year/timing of annual disclosure;"

3. "change in accounting standard;"

4. "interim/additional financial information/operating data;"

5. "budget;"

6. "investment/debt/financial policy;"

7. "information provided to rating agency, credit/liquidity provider or other third party;"

8. "consultant reports;" and

9. "other financial/operating data."

(viii) provide the Issuer evidence of the filings of each of the above when made, which shall be by means of the DAC system, for so long as DAC is the Disclosure Dissemination Agent under this Disclosure Agreement.

(f) The Issuer may adjust the Annual Filing Date upon change of its fiscal year by providing written notice of such change and the new Annual Filing Date to the Disclosure Dissemination Agent and the MSRB, provided that the period between the existing Annual Filing Date and new Annual Filing Date shall not exceed one year.

SECTION 3. Content of Annual Reports.

(a) Each Annual Report shall contain Annual Financial Information with respect to the Issuer, including the information provided in the Official Statement as follows:

(1) The financial statements of the Issuer for the preceding fiscal year prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board (or if not in conformity, to be accompanied by a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information). If the Issuer's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(2) Financial and operating data for the most recently completed fiscal year which shall consist of the operating data generally consistent with the information contained in the following tables in the Official Statement:

(a) Under the caption "FINANCIAL FACTORS": (i) Five-Year Summary and

(ii) Historical Debt Service Coverage of the System; and

(b) Under the caption "THE CITY AND THE SYSTEM": (i) Ten Largest Customers, (ii) Number of Billed Customers on Waterworks System, (iii) Number Billed Customers on Sanitary Sewer System, (iv) Water Rates, (v) Sewer Rates, (vi) Comparison of Water Rates in the Columbia MSA, and (vii) Capital Improvements Undertaken;

provided, however, that the City shall be excused from updating financial or operating data which it is required to (but cannot) obtain from other governmental entities.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer, which have been submitted to the MSRB. If the document included by reference is a final official statement, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference.

(b) Audited Financial Statements prepared in accordance with GAAP as described in the Official Statement will be included in the Annual Report.

Any or all of the items listed above may be included by specific reference from other documents, including official statements of debt issues with respect to which the Issuer is an "obligated person" (as defined by the Rule), which have been previously filed with the Securities and Exchange Commission or available on the MSRB Internet Website. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The Issuer will clearly identify each such document so incorporated by reference.

SECTION 4. Reporting of Notice Events.

(a) The occurrence of any of the following events, if material, with respect to the Bonds constitutes a Notice Event:

1. Principal and interest payment delinquencies;

2. Non-payment related defaults, if material;

3. Unscheduled draws on debt service reserves reflecting financial difficulties;

4. Unscheduled draws on credit enhancements reflecting financial difficulties;

5. Substitution of credit or liquidity providers, or their failure to perform;

6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

7. Modifications to rights of Bond holders, if material;

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8. Bond calls, if material, and tender offers;

9. Defeasances;

10. Release, substitution, or sale of property securing repayment of the Bonds, if material;

11. Rating changes;

12. Bankruptcy, insolvency, receivership or similar event of the Obligated Person;

13. The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.

The Issuer shall, in a timely manner not in excess of ten business days after its occurrence, notify the Disclosure Dissemination Agent in writing of the occurrence of a Notice Event. Such notice shall instruct the Disclosure Dissemination Agent to report the occurrence pursuant to subsection (c) and shall be accompanied by a Certification. Such notice or Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(b) The Disclosure Dissemination Agent is under no obligation to notify the Issuer or the Disclosure Representative of an event that may constitute a Notice Event. In the event the Disclosure Dissemination Agent so notifies the Disclosure Representative, the Disclosure Representative will within two business days of receipt of such notice (but in any event not later than the tenth business day after the occurrence of the Notice Event, if the Issuer determines that a Notice Event has occurred), instruct the Disclosure Dissemination Agent that (i) a Notice Event has not occurred and no filing is to be made or (ii) a Notice Event has occurred and the Disclosure Dissemination Agent is to report the occurrence pursuant to subsection (c) of this Section 4, together with a Certification. Such Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

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(c) If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in subsection (a) or (b)(ii) of this Section 4 to report the occurrence of a Notice Event, the Disclosure Dissemination Agent shall promptly file a notice of such occurrence with MSRB in accordance with Section 2 (e)(iv) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

SECTION 5. CUSIP Numbers. Whenever providing information to the Disclosure Dissemination Agent, including but not limited to Annual Reports, documents incorporated by reference to the Annual Reports, Audited Financial Statements, Notice Event notices, Failure to File Event notices, Voluntary Event Disclosures and Voluntary Financial Disclosures, the Issuer shall indicate the full name of the Bonds and the 9-digit CUSIP numbers for the Bonds as to which the provided information relates.

SECTION 6. Additional Disclosure Obligations. The Issuer acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Issuer, and that the failure of the Disclosure Dissemination Agent to so advise the Issuer shall not constitute a breach by the Disclosure Dissemination Agent of any of its duties and responsibilities under this Disclosure Agreement. The Issuer acknowledges and understands that the duties of the Disclosure Dissemination Agent relate exclusively to execution of the mechanical tasks of disseminating information as described in this Disclosure Agreement.

SECTION 7. Voluntary Reports.

(a) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Event Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Event Disclosure (which shall be any of the categories set forth in Section 2(e)(vi) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(a) to file a Voluntary Event Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Event Disclosure with the MSRB in accordance with Section 2(e)(vi) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-2.

(b) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Financial Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Financial Disclosure (which shall be any of the categories set forth in Section 2(e)(vii) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(b) to file a Voluntary Financial Disclosure, the Disclosure Dissemination Agent shall

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promptly file such Voluntary Financial Disclosure with the MSRB in accordance with Section 2(e)(vii) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-2.

(c) The parties hereto acknowledge that the Issuer is not obligated pursuant to the terms of this Disclosure Agreement to file any Voluntary Event Disclosure pursuant to Section 7(a) hereof or any Voluntary Financial Disclosure pursuant to Section 7(b) hereof.

(d) Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information through the Disclosure Dissemination Agent using the means of dissemination set forth in this Disclosure Agreement or including any other information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure, in addition to that required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure.

SECTION 8. Termination of Reporting Obligation. The obligations of the Issuer and the Disclosure Dissemination Agent under this Disclosure Agreement shall terminate with respect to the Bonds upon the legal defeasance, prior redemption or payment in full of all of the Bonds, when the Issuer is no longer an obligated person with respect to the Bonds, or upon delivery by the Disclosure Representative to the Disclosure Dissemination Agent of an opinion of nationally recognized bond counsel to the effect that continuing disclosure is no longer required.

SECTION 9. Disclosure Dissemination Agent. The Issuer has appointed Digital Assurance Certification, L.L.C. as exclusive Disclosure Dissemination Agent under this Disclosure Agreement. The Issuer may, upon thirty days written notice to the Disclosure Dissemination Agent and the Trustee, replace or appoint a successor Disclosure Dissemination Agent. Upon termination of DAC's services as Disclosure Dissemination Agent, whether by notice of the Issuer or DAC, the Issuer agrees to appoint a successor Disclosure Dissemination Agent or, alternately, agrees to assume all responsibilities of Disclosure Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Bonds. Notwithstanding any replacement or appointment of a successor, the Issuer shall remain liable until payment in full for any and all sums owed and payable to the Disclosure Dissemination Agent. The Disclosure Dissemination Agent may resign at any time by providing thirty days' prior written notice to the Issuer.

SECTION 10. Remedies in Event of Default. In the event of a failure of the Issuer or the Disclosure Dissemination Agent to comply with any provision of this Disclosure Agreement, the Holders' rights to enforce the provisions of this Agreement shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance of the parties' obligation under this Disclosure Agreement. Any failure by a party to perform in accordance

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with this Disclosure Agreement shall not constitute a default on the Bonds or under any other document relating to the Bonds, and all rights and remedies shall be limited to those expressly stated in this Disclosure Agreement.

SECTION 11. Duties, Immunities and Liabilities of Disclosure Dissemination Agent.

(a) The Disclosure Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. The Disclosure Dissemination Agent's obligation to deliver the information at the times and with the contents described herein shall be limited to the extent the Issuer has provided such information to the Disclosure Dissemination Agent as required by this Disclosure Agreement. The Disclosure Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Disclosure Dissemination Agent shall have no duty or obligation to review or verify any Information or any other information, disclosures or notices provided to it by the Issuer and shall not be deemed to be acting in any fiduciary capacity for the Issuer, the Holders of the Bonds or any other party. The Disclosure Dissemination Agent shall have no responsibility for the Issuer's failure to report to the Disclosure Dissemination Agent a Notice Event or a duty to determine the materiality thereof. The Disclosure Dissemination Agent shall have no duty to determine, or liability for failing to determine, whether the Issuer has complied with this Disclosure Agreement. The Disclosure Dissemination Agent may conclusively rely upon Certifications of the Issuer at all times.

The obligations of the Issuer under this Section shall survive resignation or removal of the Disclosure Dissemination Agent and defeasance, redemption or payment of the Bonds.

(b) The Disclosure Dissemination Agent may, from time to time, consult with legal counsel (either in-house or external) of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or its respective duties hereunder, and shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel. The reasonable fees and expenses of such counsel shall be payable by the Issuer.

(c) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Agreement shall be provided in an electronic format and accompanied by identifying information as prescribed by the MSRB.

SECTION 12. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Issuer and the Disclosure Dissemination Agent may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to both the Issuer and the Disclosure Dissemination Agent to the effect that such amendment or waiver does not materially impair the interests of Holders of the Bonds and would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule; provided neither the Issuer or the Disclosure Dissemination Agent shall be obligated to agree to any amendment modifying their respective duties or obligations without their consent thereto.

Notwithstanding the preceding paragraph, the Disclosure Dissemination Agent shall have the right to adopt amendments to this Disclosure Agreement necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission from time to time by giving not less than 20 days written notice of the intent to do so together with a copy of the proposed amendment to the Issuer. No such amendment shall become effective if the Issuer shall, within 10 days following the giving of such notice, send a notice to the Disclosure Dissemination Agent in writing that it objects to such amendment.

SECTION 13. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Disclosure Dissemination Agent, the underwriter, and the Holders from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 14. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of South Carolina (other than with respect to conflicts of laws).

SECTION 15. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signature page follows]

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The Disclosure Dissemination Agent and the Issuer have caused this Continuing Disclosure Agreement to be executed, on the date first written above, by their respective officers duly authorized.

DIGITAL ASSURANCE CERTIFICATION, L.L.C.,
as Disclosure Dissemination Agent

By:_____
Name:_____
Title:_____

City of Columbia, South Carolina, as Issuer

By:_____
Name: _____
Title: _____

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EXHIBIT A
NAME AND CUSIP NUMBERS OF BONDS

Name of Issuer	City of Columbia, South Carolina
Obligated Person(s)	same
Name of Bond Issue:	$_____ Waterworks and Sewer System Revenue Bonds, Series _____
Date of Issuance:	_____, ____
Date of Official Statement	_____, ____

CUSIP Number: _____

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EXHIBIT B
NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer	City of Columbia, South Carolina
Obligated Person(s)	same
Name of Bond Issue:	$_____ Waterworks and Sewer System Revenue Bonds, Series _____
Date of Issuance:	_____, ____
Date of Official Statement	_____, ____

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by the Disclosure Agreement, dated as of _____, between the Issuer and Digital Assurance Certification, L.L.C., as Disclosure Dissemination Agent. The Issuer has notified the Disclosure Dissemination Agent that it anticipates that the Annual Report will be filed by: _____.

Dated: _____

DIGITAL ASSURANCE CERTIFICATION, L.L.C.,
as Disclosure Dissemination Agent,
on behalf of the Issuer

By:_____
Name:_____
Title:_____

cc: Issuer
Obligated Person

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EXHIBIT C-1
EVENT NOTICE COVER SHEET

This cover sheet and material event notice should be sent to the Municipal Securities Rulemaking Board or to all Nationally Recognized Municipal Securities Information Repositories, and the State Information Depository, if applicable, pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name:

_____

Issuer's Six-Digit CUSIP Number:

_____

_____

or Nine-Digit CUSIP Number(s) of the bonds to which this material event notice relates:

_____

Number of pages of attached material event notice: _____

____ Description of Notice Events (Check One):

1. ___ "Principal and interest payment delinquencies;"
2. ___ "Non-Payment related defaults, if material;"
3. ___ "Unscheduled draws on debt service reserves reflecting financial difficulties;"
4. ___ "Unscheduled draws on credit enhancements reflecting financial difficulties;"
5. ___ "Substitution of credit or liquidity providers, or their failure to perform;"
6. ___ "Adverse tax opinions, IRS notices or events affecting the tax status of the security;"
7. ___ "Modifications to rights of securities holders, if material;"
8. ___ "Bond calls, if material;"
9. ___ "Defeasances;"
10. ___ "Release, substitution, or sale of property securing repayment of the securities, if material;"
11. ___ "Rating changes;"
12. ___ "Tender offers;"
13. ___ "Bankruptcy, insolvency, receivership or similar event of the obligated person;"
14. ___ "Merger, consolidation, or acquisition of the obligated person, if material;" and
15. ___ "Appointment of a successor or additional trustee, or the change of name of a trustee, if material."

____ Failure to provide annual financial information as required.

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I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

_____

_____

Name: _____Title: _____

Employer: Digital Assurance Certification, L.L.C.
390 N. Orange Avenue
Suite 1750
Orlando, FL 32801
407-515-1100

DRAFT

EXHIBIT C-1
VOLUNTARY EVENT DISCLOSURE COVER SHEET

This cover sheet and material event notice should be sent to the Municipal Securities Rulemaking Board or to all Nationally Recognized Municipal Securities Information Repositories, and the State Information Depository, if applicable, pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name:

_____

Issuer's Six-Digit CUSIP Number:

_____

_____

or Nine-Digit CUSIP Number(s) of the bonds to which this material event notice relates:

_____

Number of pages of attached material event notice: _____

____ Description of Voluntary Event Disclosure (Check One):

1. ___ "amendment to continuing disclosure undertaking;"
2. ___ "change in obligated person;"
3. ___ "notice to investors pursuant to bond documents;"
4. ___ "certain communications from the Internal Revenue Service;"
5. ___ "secondary market purchases;"
6. ___ "bid for auction rate or other securities;"
7. ___ "capital or other financing plan;"
8. ___ "litigation/enforcement action;"
9. ___ "change of tender agent, remarketing agent, or other on-going party;"
10. ___ "derivative or other similar transaction;" and
11. ___ "other event-based disclosures."

DRAFT

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

_____

_____

Name: _____Title: _____

Employer: Digital Assurance Certification, L.L.C.
390 N. Orange Avenue
Suite 1750
Orlando, FL 32801
407-515-1100

DRAFT

EXHIBIT C-1
VOLUNTARY FINANCIAL DISCLOSURE COVER SHEET

This cover sheet and material event notice should be sent to the Municipal Securities Rulemaking Board or to all Nationally Recognized Municipal Securities Information Repositories, and the State Information Depository, if applicable, pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name:

_____

Issuer's Six-Digit CUSIP Number:

_____

_____

or Nine-Digit CUSIP Number(s) of the bonds to which this material event notice relates:

_____

Number of pages of attached material event notice: _____

____ Description of Voluntary Financial Disclosure (Check One):

1. ___ "quarterly/monthly financial information;"
2. ___ "change in fiscal year/timing of annual disclosure;"
3. ___ "change in accounting standard;"
4. ___ "interim/additional financial information/operating data;"
5. ___ "budget;"
6. ___ "investment/debt/financial policy;"
7. ___ "information provided to rating agency, credit/liquidity provider or other third party;"
8. ___ "consultant reports;" and
9. ___ "other financial/operating data."

DRAFT

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

_____

_____

Name: _____Title: _____

Employer: Digital Assurance Certification, L.L.C.
390 N. Orange Avenue
Suite 1750
Orlando, FL 32801
407-515-1100

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Comparison Details	
Title	**pdfDocs compareDocs Comparison Results**
Date & Time	8/31/2016 10:54:44 AM
Comparison Time	3.87 seconds
compareDocs version	v4.2.0.25

Sources	
Original Document	[#1257113] [v7] Eleventh Supplemental Ordinance (Columbia 2016 W/S)
Modified Document	[#1257113] [v8] Eleventh Supplemental Ordinance (Columbia 2016 W/S)

Comparison Statistics	
Insertions	1
Deletions	1
Changes	1
Moves	0
TOTAL CHANGES	3

Word Rendering Set Markup Options	
Name	Standard
Insertions	
~~Deletions~~	
Moves / ~~Moves~~	
Inserted cells	
Deleted cells	
Merged cells	
Formatting	Color only.
Changed lines	Mark left border.
Comments color	By Author.
Balloons	False

compareDocs Settings Used	Category	Option Selected
Open Comparison Report after Saving	General	Always
Report Type	Word	Formatting
Character Level	Word	False
Include Headers / Footers	Word	True
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Include Tables	Word	True
Include Field Codes	Word	True
Include Moves	Word	True
Show Track Changes Toolbar	Word	False
Show Reviewing Pane	Word	False
Update Automatic Links at Open	Word	False
Summary Report	Word	End
Include Change Detail Report	Word	Separate
Document View	Word	Print
Remove Personal Information	Word	False
Flatten Field Codes	Word	True

We Are Columbia

MEETING DATE: **September 6, 2016**

DEPARTMENT: **Legal**

FROM: ***Shari Ardis, Legal Administrator***

SUBJECT: **Ordinance No.: 2016-077 - Authorizing the City of Columbia, South Carolina to execute and deliver an equipment lease purchase agreement in the amount of not exceeding $8,100,000 between the City and the Lessor thereof to defray the cost of acquiring certain equipment; and other matters relating thereto**

FINANCIAL IMPACT:

ATTACHMENTS:

- 2016-077 Equipment Lease Purchase $8100000 rev 8312016.doc (PDF)

HISTORY:

08/16/16	**City Council**	**APPROVED ON FIRST READING**

ORDINANCE NO.: 2016-077

AUTHORIZING THE CITY OF COLUMBIA, SOUTH CAROLINA, TO EXECUTE AND DELIVER AN EQUIPMENT LEASE PURCHASE AGREEMENT IN THE AMOUNT OF NOT EXCEEDING $8,100,000 BETWEEN THE CITY AND THE LESSOR THEREOF TO DEFRAY THE COST OF ACQUIRING CERTAIN EQUIPMENT; AND OTHER MATTERS RELATING THERETO.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, SOUTH CAROLINA, AS FOLLOWS:

Section 1. Findings and Determinations. The City Council (the "Council") of the City of Columbia, South Carolina (the "City"), hereby finds and determines:

(a) The City is an incorporated municipality located in Lexington County and Richland County, South Carolina, and as such possesses all powers granted to municipalities by the Constitution and laws of this State.

(b) Section 5-7-40 of the Code of Laws of South Carolina 1976, as amended (the "S.C. Code"), empowers all municipalities to own and possess real and personal property and such municipalities may lease any such property.

(c) The City desires to enter into a lease-purchase agreement (the "Lease Agreement") with a bank or other financial institution selected by the City Manager and Assistant City Manager for Finance and Economic Services for the purpose of financing the acquisition of the equipment set forth on Exhibit A hereto (the "Equipment").

(d) The Lease Agreement will not constitute a "financing agreement" and the Equipment will not constitute an "asset" as such terms are defined in Section 11-27-110 of the S.C. Code. Thus, the amount of the Lease Agreement will not be included when calculating the City's constitutional debt limit under Article X, Section 14 of the Constitution of the State of South Carolina.

(e) The Lease Agreement will be subject to annual appropriation by the Council.

(f) It is in the best interest of the City to acquire the Equipment by entering into the Lease Agreement. The Lease Agreement will enable the City to purchase the Equipment which will provide service necessary and useful to the operations of the City government.

Section 2. Approval of Lease/Purchase Financing; Delegation of Authority to Determine Certain Matters Relating to the Lease/Purchase Financing. The Equipment described in Exhibit A shall be acquired pursuant to a lease purchase financing which is hereby approved in a principal amount of not exceeding $8,100,000. The Request for Proposals in the form set forth as Exhibit B hereto and the distribution thereof to various banks and other financial institutions in the City and other locations as the City Manager and Assistant City Manager for Finance and Economic Services determined, is hereby ratified and approved. Without further authorization, the City Council hereby delegates to the Mayor and the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, the authority to: (a) determine the payment schedule under the Lease Agreement; (b) determine the date and time for receipt of bids under the Request for Proposals; (c) award the sale of the lease purchase financing to the bidder (the "Bidder") submitting the proposal determined to be the most advantageous to the City in accordance with the terms of the Request for Proposals; and (d) make changes to the quantity, cost or description of the Equipment set forth in Exhibit A attached hereto.

Section 3. Approval of Lease Agreement. Without further authorization, the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any of them acting alone (each, an "Authorized Person"), is authorized to approve the form, terms and provisions of the Lease Agreement proposed by the Bidder, and to execute, acknowledge and deliver the Lease Agreement in the name and on behalf of the City. The Lease Agreement is to be in the form as shall be approved by any Authorized Person, the Authorized Person's execution thereof to constitute conclusive evidence of such approval.

Section 4. Execution of Documents; Ratification of Certain Actions. The Mayor, City Manager, Assistant City Manager for Finance and Economic Services, City Clerk and City Attorney are fully empowered and authorized to take such further actions and to execute and deliver such additional documents as may be reasonably requested by the Bidder to effect the delivery of the Lease Agreement, including any project fund or acquisition fund agreement, in accordance with the terms and conditions therein set forth and the transactions contemplated hereby and thereby, and the actions of such officers in executing and delivering any of such documents, in such form as any Authorized Person shall approve, is hereby fully authorized.

Section 5. Federal Tax Covenant. The City, as lessee under the Lease Agreement, agrees and covenants that it will not take any action which will, or fail to take any action which failure will, cause interest components of the payments to be made under the Lease Agreement to become includable in the gross income of the Bidder or its successors or assignees for federal income tax purposes pursuant to the provisions of the Internal Revenue Code of 1986, as amended ("Code") and regulations promulgated thereunder in effect on the date of the execution and delivery of the Lease Agreement, and that it will comply with all applicable provisions of Section 103 and Sections 141 through 150 of the Code, and any regulations promulgated thereunder, to maintain the exclusion from gross income for federal income tax purposes of the interest portion of the payments to be made under the Lease Agreement; and to that end the City shall:

(a) comply with the applicable provisions of Section 103 and Sections 141 through 150 of the Code and any regulations promulgated thereunder so long as the Lease Agreement is outstanding;

(b) establish such funds, make such calculations and pay such amounts in the manner and at the times required in order to comply with the requirements of the Code relating to required rebates of certain amounts to the United States; and

(c) make such reports of such information at the times and places required by the Code.

The City will timely file Form 8038-G in accordance with the applicable regulations of the Internal Revenue Service.

The City Manager and Assistant City Manager for Finance and Economic Services of the City, or any one of them acting alone, are hereby authorized to adopt written procedures for and on behalf of the City to ensure the City's compliance with federal tax matters relating to the Lease Agreement.

It is the intention of the City that this Ordinance shall constitute an official intent of the City to enter into the Lease Agreement, which constitutes a tax-exempt obligation, in the future in a maximum amount not to exceed $8,100,000 and to be reimbursed for up to the maximum amount of the expenditures made by the City with respect to the Equipment incurred no earlier than 60 days prior to the date of this Ordinance (if any) within the meaning of Treas. Reg. Section 1.150-2 and all other applicable regulations of the United States Treasury Department relating to the issuance of tax-exempt obligations.

Section 6. Filings with Central Repository. In compliance with Section 11-1-85 of the S.C. Code, the City covenants that it will file or cause to be filed with a central repository for further availability in the secondary bond market when requested; (a) a copy of the annual audit of the City within thirty (30) days of the City's receipt thereof; and (b) within thirty (30) days of the occurrence thereof, relevant information of an event which, in the opinion of the City, adversely affects more than five percent (5%) of the City's revenue or its tax base.

Section 7. Severability. All ordinances, resolutions and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the execution of the Lease Agreement are, to the extent of such conflict, hereby repealed.

Section 8. Effective Date. This Ordinance shall be effective upon its enactment by the Council.

[Execution page follows]

This Ordinance shall be forthwith codified in the Code of City Ordinances in the manner required by law.

ENACTED this ____ day of _____, 2016.

CITY OF COLUMBIA, SOUTH CAROLINA

_____
Mayor

(SEAL)

ATTEST:

_____
Clerk

Date of First Reading: _____
Date of Second Reading: _____

[Signature page]

DRAFT

~~COLUMBIA 1283304v3~~
1283304v4

EXHIBIT A

Equipment

Acquisition, replacement and installation of certain rolling stock and other equipment, including but not limited to the following: purchase of new cars, trucks and other vehicles and equipment for the police, fire, public works and parks departments of the City and purchase and installation of computers, software, equipment and systems for various departments of the City.

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EXHIBIT B

Form of Request for Proposals

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REQUEST FOR PROPOSALS

City of Columbia, South Carolina
Equipment Lease-Purchase Financing, 2016

Response Due: September 13, 2016
12:00 Noon, South Carolina Time
Bids Proposals by facsimile: [803.545.3051]

NOT BANK QUALIFIED

The City of Columbia, South Carolina (the "City"), is requesting proposals from various banks and financial institutions for a not exceeding $8,100,000 tax-exempt lease-purchase financing to defray the costs of acquisition of acquiring certain equipment as described herein. The City invites interested parties to submit a proposal to finance the equipment by specifying a rate of interest and other conditions for such financing.

Mailed or Hand Delivered BidsProposals: Each mailed or hand delivered proposal shall be enclosed in a sealed envelope marked "Proposal for 2016 Equipment Lease Purchase" and should be mailed or delivered to:

Jeffery M. Palen
Teresa B. Wilson, Assistant City Manager for Finance
and Economic Services
City of Columbia
1737 Main Street
Columbia, SC 29201

Facsimile BidsProposals: The City will accept the facsimile transmission of a proposal at the risk of the bidder. The City shall not be responsible for the confidentiality of proposals submitted by facsimile transmission. Any delay in receipt of a facsimile proposal, and any incompleteness or illegible portions of such proposal are the responsibility of the bidder. Proposals by facsimile transmission should be transmitted to the attention of MsMr. Teresa BJeffery M. WilsonPalen (c/o Ms. Janice L. Alonso), Fax No. [803.545.3051]803.343.8720.

E-Mail BidsProposals: Electronic proposals may be e-mailed to the attention of MsMr. Teresa BJeffery M. WilsonPalen, City Manager, at tbwilson@columbiasc.netjmpalen@columbiasc.net, with a copy to Michael J. Seezen, Special Counsel, at mseezen@mcnair.net.

PROPOSALS MAY BE DELIVERED BY HAND, BY MAIL, BY E-MAIL OR BY FACSIMILE TRANSMISSION, BUT NO PROPOSAL SHALL BE CONSIDERED WHICH IS NOT ACTUALLY RECEIVED BY THE CITY AT THE PLACE, DATE AND TIME APPOINTED, AND . THE CITY SHALL NOT BE RESPONSIBLE FOR ANY FAILURE,

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MISDIRECTION, DELAY OR ERROR RESULTING FROM THE SELECTION BY ANY BIDDER OF ANY PARTICULAR MEANS OF DELIVERY OF ~~BIDS~~PROPOSALS.

Please note that this Request for Proposals is also being sent to a number of other institutions as well and that the City~~–~~, in its sole discretion, reserves the right to select the proposal determined to be the most advantageous to the City~~ in its sole discretion~~. The selection process will be heavily weighted toward lowest financing costs; however, lowest financing cost is not the only factor that may be considered by the City. The City reserves the right to reject any or all ~~bid~~ proposals as well as negotiate with the lowest responsible bidder.

I. Terms and Conditions

(a) Amount to be Financed: Not exceeding $8,100,000. The City retains the option to reduce the total amount to be financed by up to 10%.

(b) Funding Options. Bidders may submit proposals on either or both of the following two ~~bases~~basis:

1. Fully-Funded. Proceeds of the financing will be fully funded at closing, and deposited to an account held for the benefit of the City (the "Acquisition Account"). Interest will accrue on the full principal amount of the financing from the date of closing. If a bidder requires that the Acquisition Account be held by ~~it~~ the bidder or its designee, the bidder must so indicate on its proposal (including any fees required thereunder). Otherwise, the City retains the right to designate a bank to act as custodian of the Acquisition Account. Interest earnings in the Acquisition Account must accrue to the City.

2. Draw-Down. Proceeds of the financing will be advanced to the City on an as-needed basis, during the first twenty-four (24) months after the execution of the financing. Interest will accrue from the respective dates of each advance.

(c) Payments: The final payment of principal and interest shall be due on or before ~~_____~~September 30, 2023. Payments of principal and interest shall be made monthly, commencing on the later of ~~_____~~November 1, 2016, or the first day of the month following the first advance (if applicable), in approximately equal amounts until maturity.

Unless otherwise designated by a bidder, interest will be calculated based on a 360-day year comprised of twelve 30-day months.

(d) Guarantee of Interest Rate: The interest rate, costs and other terms of the bid submitted must be guaranteed from the date of your proposal to the

closing date (expected to be on or about ~~_____~~September 28, 2016). The fixed rate shall be a single rate of interest per annum which the Lease Agreement (as defined herein) is to bear until maturity or prior redemption and should be expressed as a percentage interest rate of one one-hundredth (1/100th) of a percent.

(e) Equipment/Form of Equipment Lease-Purchase Agreement: See attached Exhibit A for a description of the equipment proposed to be financed. ~~A~~ The successful bidder's proposed form of lease agreement ("Lease Agreement") should be provided to the City's Special Counsel within three (3) business days of the award of the successful proposal.

(f) Non-appropriation: A non-appropriation provision acceptable to the City must be included in the Lease Agreement. Any and all amounts due including, but not limited to, scheduled lease payments, reimbursements, penalties or fees under the Lease Agreement or any Acquisition Account (as defined below) must be subject to annual appropriation by the City.

(g) Non-substitution: A non-substitution provision is not permitted to be included in the Lease Agreement.

(h) Deficiency Judgment: No deficiency judgment can be assessed or imposed against the City nor will the full faith, credit and taxing power of the City be pledged to the payment of the Lease Agreement.

(i) Title: Title to the equipment will be in the name of the City subject to the bidder's rights under the Lease Agreement. The successful bidder shall be responsible for taking all actions it deems necessary to impose its lien upon or perfect any security interest in the equipment. The Lease Agreement must allow the City to dispose of certain of the equipment in its sole discretion prior to the termination of the Lease Agreement provided the value of the remaining items of equipment is not less than the outstanding principal balance of the Lease Agreement at the time of such disposition.

(j) Payments for Equipment: Payments from the Acquisition Account or amounts advanced by the successful bidder, as applicable, may be made either to the City as reimbursement for prior expenditures or directly to the equipment vendor for payment of the equipment as directed by the City, up to twenty-four (24) months following the execution of the financing. Without limitation of the foregoing, payments therefrom must be made available upon request of the City for periodic partial payments to equipment vendors for the manufacture and/or assembly of equipment prior to delivery and acceptance of such equipment by the City.

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(k) Costs of Issuance: All costs relating to the preparation of the Lease Agreement and fees of Special Counsel will be paid by the City. Any fees and costs of the bidder to be paid by the City must be stated in the response to this Request for Proposals. The Lease Agreement must allow the City to pay its legal fees and costs related to execution and delivery of the Lease Agreement out of the proceeds of the Lease Agreement.

(l) Insurance: The City is self-insured for property, casualty and general liability risks. The equipment will be insured in a similar manner.

(m) Closing: The City expects to accept the successful proposal on September 13, 2016, and close the transaction on September 28, 2016.

(n) Prepayment: Unless otherwise specifically provided in a bidder's proposal and agreed to by the City, the Lease Agreement will be subject to prepayment at the option of the City in whole or in part at any time without any prepayment penalty.

(o) Lease Agreement Not Designated as Qualified Tax-Exempt Obligation: The City has not designated the Lease Agreement as a "qualified tax-exempt obligation" for purposes of Section 265 of the Internal Revenue Code, as amended (the "Code"), relating to the ability of financial institutions to deduct from income for federal income tax purposes interest expense that is allocable to carrying and acquiring tax-exempt obligations.

II. Form of Proposal Requirements

(a) The proposal must be in writing. It is preferred that a bidder's proposal not be subject to further credit or underwriting approval.

(b) No proposal may be modified by a bidder after it has been submitted.

(c) Proposals should include: the name, address, telephone number of your institution; the primary contact; and identity of legal counsel, if any.

(d) Proposals must be accompanied with a list of all requirements and conditions associated with its bidthe proposal.

(e) Proposals must indicate a single interest rate for the lease term and it is requested that proposals include an amortization schedule showing annual payment amounts for the term of the financing.

(f) Proposals must provide full disclosure of all financing costs, including any closing, legal, and tax opinion charges.

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(g) Any prepayment penalty or other fee requirements should be detailed in the proposal.

III. Evaluation of Proposals and Award

The Lease Agreement will be awarded to the bidder that provides the most advantageous proposal as determined by the City in its sole and absolute discretion. After the proposals are received, they will be evaluated by the officials of the City based on various factors, including, but ~~in no way~~ not limited to, the interest rate, proposed form of Lease Agreement, redemption terms, prepayment penalties or limitations, additional credit or underwriting approval, additional covenants and terms, if any, and other conditions set forth therein. The City reserves the right to reject any and all ~~bids~~ proposals or to waive irregularities in any proposal. The City expects to accept the successful proposal by the close of business on ~~_____~~September 13, 2016.

IV. Legal Opinion. The execution and delivery of the Lease Agreement is subject to the approving opinion of the McNair Law Firm, P.A., Special Counsel, and the City's attorney, Teresa A. Knox, Esq.

V. Tax Exemption and Other Tax Matters. The Code, and the Treasury Regulations promulgated thereunder, ~~includes~~ include provisions that relate to tax exempt obligations, such as the Lease Agreement, including, among other things, permitted uses and investment of the proceeds of the Lease Agreement and the rebate of certain net arbitrage earnings from the investment of such proceeds to the United States Treasury. Noncompliance with these requirements may result in interest paid under the Lease Agreement becoming subject to federal income taxation retroactive to the date of issuance of the Lease Agreement. The City has covenanted to comply with the requirements of the Code to the extent required to maintain the exclusion of interest on the Lease Agreement from gross income for federal tax purposes. Failure of the City to comply with these covenants could cause the interest on the Lease Agreement to be taxable retroactively to its date of issuance.

The Code imposes an alternative minimum tax on a taxpayer's alternative minimum taxable income. Interest on the Lease Agreement is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations, however, such interest is taken into account in determining adjusted current earnings for purposes of computing the alternative minimum tax imposed on corporations.

The accrual or receipt of interest on the Lease Agreement may affect the federal income tax liability of the recipient. The extent of these other tax consequences will depend upon the recipient's particular tax status or other items of income or deduction. Prospective purchasers of the Lease Agreement should be aware that ownership of the Lease Agreement may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, financial institutions, property and casualty insurance companies, individual recipients of Social Security or Railroad Retirement benefits, certain S corporations with "excess net passive income," foreign corporations subject to the branch profits tax, life insurance companies and taxpayers otherwise

entitled to claim the earned income credit and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry or have paid or incurred certain expenses allocable to the Lease Agreement. Special Counsel will not express any opinion as to such collateral tax consequences. Prospective purchasers of the Lease Agreement should consult their tax advisors as to collateral federal income tax consequences.

Special Counsel has not undertaken to determine (or to inform any person) whether any action taken (or not taken) or event occurring (or not occurring) after the date of issuance of the Lease Agreement may affect the tax status of interest on the Lease Agreement. In rendering its opinion, Special Counsel will rely upon certificates and representations of the City with respect to certain material facts solely within the knowledge of the City relating to the application of the proceeds of the Lease Agreement.

VI. Investment Letter. The lessor will be requested to execute a letter to the City in substantially the form submitted with this Request for Proposals.

VII. Additional Information. If you should have any questions regarding the Request for Proposals, you should contact:

~~Teresa B. Wilson~~
Jeffery M. Palen
Assistant City Manager for Finance and Economic Services
Phone: 803.545.3026
E-Mail:
~~tbwilson@columbiasc.net~~jmpalen@columbiasc.net

Michael J. Seezen, Esq.
McNair Law Firm, P.A.
Phone: ~~803.799.9800~~803.753.3257
E-Mail: mseezen@mcnair.net

Bidders are encouraged to submit any questions or requests for further information to the City at least two days prior to the date proposals are due (September 13, 2016), in order to ensure sufficient time for the City to review and respond to such questions or requests.

No questions may be directed to or contacts made with the Mayor, other members of City Council or any City staff not identified in this Request for Proposals as points of contacts during the period of time that this Request for Proposals is made public until the final selection is made, except as otherwise provided for herein. Violation of this prohibition may disqualify the bidder from further consideration.

/s/ ~~Teresa B~~Jeffery M. ~~Wilson~~Palen

City of Columbia, South Carolina
Assistant City Manager for Finance and Economic Services

August 31, 2016

DRAFT

EXHIBIT A

Equipment

Acquisition, replacement and installation of certain rolling stock and other equipment, including but not limited to the following: purchase of new cars, trucks and other vehicles and equipment for the police, fire, public works and parks departments of the City and purchase and installation of computers, software, equipment and systems for various departments of the City.

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Comparison Details	
Title	**pdfDocs compareDocs Comparison Results**
Date & Time	8/31/2016 10:49:03 AM
Comparison Time	2.39 seconds
compareDocs version	v4.2.0.25

Sources	
Original Document	[#1283304] [v3] Lease Purchase Ordinance City of Columbia 2016 Lease Purchase
Modified Document	[#1283304] [v4] Lease Purchase Ordinance City of Columbia 2016 Lease Purchase

Comparison Statistics	
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Changes	35
Moves	0
TOTAL CHANGES	79

Word Rendering Set Markup Options	
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Insertions	
~~Deletions~~	
Moves / ~~Moves~~	
Inserted cells	
Deleted cells	
Merged cells	
Formatting	Color only.
Changed lines	Mark left border.
Comments color	By Author.
Balloons	False

compareDocs Settings Used	Category	Option Selected
Open Comparison Report after Saving	General	Always
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Character Level	Word	False
Include Headers / Footers	Word	True
Include Footnotes / Endnotes	Word	True
Include List Numbers	Word	True
Include Tables	Word	True
Include Field Codes	Word	True
Include Moves	Word	True
Show Track Changes Toolbar	Word	False
Show Reviewing Pane	Word	False
Update Automatic Links at Open	Word	False
Summary Report	Word	End
Include Change Detail Report	Word	Separate
Document View	Word	Print
Remove Personal Information	Word	False
Flatten Field Codes	Word	True

We Are Columbia

MEETING DATE: **September 6, 2016**

DEPARTMENT: **Legal**

FROM: ***Shari Ardis, Legal Administrator***

SUBJECT: **Resolution No.: R-2016-064 - Authorizing consumption of beer and wine only at Shagging on Main on September 10, 2016**

FINANCIAL IMPACT:

ATTACHMENTS:

- R-2016-064 Shag on Main (Sept 10) (PDF)

LEGAL DEPARTMENT DRAFT

RESOLUTION NO.: R-2016-064

Authorizing consumption of beer and wine only at Shagging on Main on September 10, 2016

WHEREAS, the Capital City Shag Club ("Sponsor") is sponsoring Shaggin' on Main to be held in the 1400 block of Main Street between Hampton Street and Washington Street to include the intersection of Hampton Street, the half block area of the 1100 block of Hampton Street east of the entrance to the parking lot to allow for ingress and egress into the parking lot, the 1200 block of Hampton Street west of the driveway entrance to the Marriott to allow for ingress and egress into the Marriott driveway, exclusive of Boyd Plaza from 2:00 p.m. until 5:00 p.m. on Saturday, September 10, 2016; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use of the 1400 block of Main Street between Hampton Street and Washington Street to include the intersection of Hampton Street, the half block area of the 1100 block of Hampton Street east of the entrance to the parking lot to allow for ingress and egress into the parking lot, the 1200 block of Hampton Street west of the driveway entrance to the Marriott to allow for ingress and egress into the Marriott driveway, exclusive of Boyd Plaza; and for patrons to consume beer and wine beverages only during the event hours of 2:00 p.m. until 4:30 p.m.; and,

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this ___ day of _____, 2016, that the sale of beer and wine beverages only is authorized between the hours of 2:00 p.m. and 4:30 p.m. on Saturday, September 10, 2016; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the cleanup of all trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area and within the designated area of impact as shown on the attached drawing, any costs incurred by the City in removing loose trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, is prohibited. All pets shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time the closed portion of the 1400 block of Main Street between Hampton Street and Washington Street to include the intersection of Hampton Street, the half block

LEGAL DEPARTMENT DRAFT

area of the 1100 block of Hampton Street east of the entrance to the parking lot to allow for ingress and egress into the parking lot, the 1200 block of Hampton Street west of the driveway entrance to the Marriott to allow for ingress and egress into the Marriott driveway, exclusive of Boyd Plaza, with the exception of the parking areas, adjacent off-street parking areas and other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, the 1400 and 1500 blocks of Main Street between Taylor Street and Washington Street, the intersection of Hampton Street, the half block area of the 1400 block of Main Street between Hampton Street and Washington Street to include the intersection of Hampton Street, the half block area of the 1100 block of Hampton Street east of the entrance to the parking lot to allow for ingress and egress into the parking lot, the 1200 block of Hampton Street west of the driveway entrance to the Marriott to allow for ingress and egress into the Marriott driveway, exclusive of Boyd Plaza, with the exception of the parking areas, adjacent off-street parking areas and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine beverages shall be permitted only in plastic cups, plastic or aluminum bottles or aluminum cans provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that in the event of inclement weather on Saturday, September 10, 2016, the City Manager is authorized to approve the rescheduling of the event for another date within one (1) week from the date of the originally scheduled event upon receiving twenty-four (24) hours written notice requesting the rescheduling of the event. The hours of operation for the event, service of beer and wine at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

BE IT FURTHER RESOLVED that should the organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

Assistant City Manager Gentry

Approved by:

City Manager

Approved as to form:

Deputy City Attorney

Introduced:

Final Reading:

Mayor

ATTEST:

City Clerk

Last Revised: 8/16/2016

1617080307

DATE OF REQUEST	08/15/2016
REQUESTOR'S NAME/CONTACT INFORMATION (E-MAIL/ PHONE#/FAX#)	Capital City Shag Club William J. DiMirra 803-407-9697 wjandrdm@aol.com
EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser	Shaggin' on Main - A celebration of the SC State Dance
DATE(S) OF EVENTS:	09/10/2016
RAIN CONTINGENCY DATE: (Rescheduling due to inclement weather is allowed once within one week from the date of the originally scheduled event upon 24-hours written notice to the City,without a new request. The time of event operation shall remain the same.)	No contingency Date
LOCATION OF EVENT (i.e., Amphitheater area of Finlay Park; 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street)	1400 Block Main Street between Washington and Hampton Including Intersection at Main and Hampton Streets
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)	1100 - 1200 Block Hampton between Sumter and Assembly 1400 Block Main between Washington and Hampton including the intersection with Hampton
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	1:00 PM - 6:00 PM on Street
HOURS OF EVENT (i.e., 6:00 p.m. - 10:00 p.m.)*	2:00 - 5:00 PM on Street 5:00 PM - 10:00 PM in Marriott
HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**) (Service should end one-half hour prior to end of event, i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*	2:00 PM - 4:30 PM

Requests should be submitted by mail, e-mail or fax at least ***NINETY (90) days in advance of the event*** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (slardis@columbiasc.net), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Approval from the adjoining business/ property owners must be obtained before your request will be submitted to City Council if streets are to be closed off during business hours. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***Outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties.**

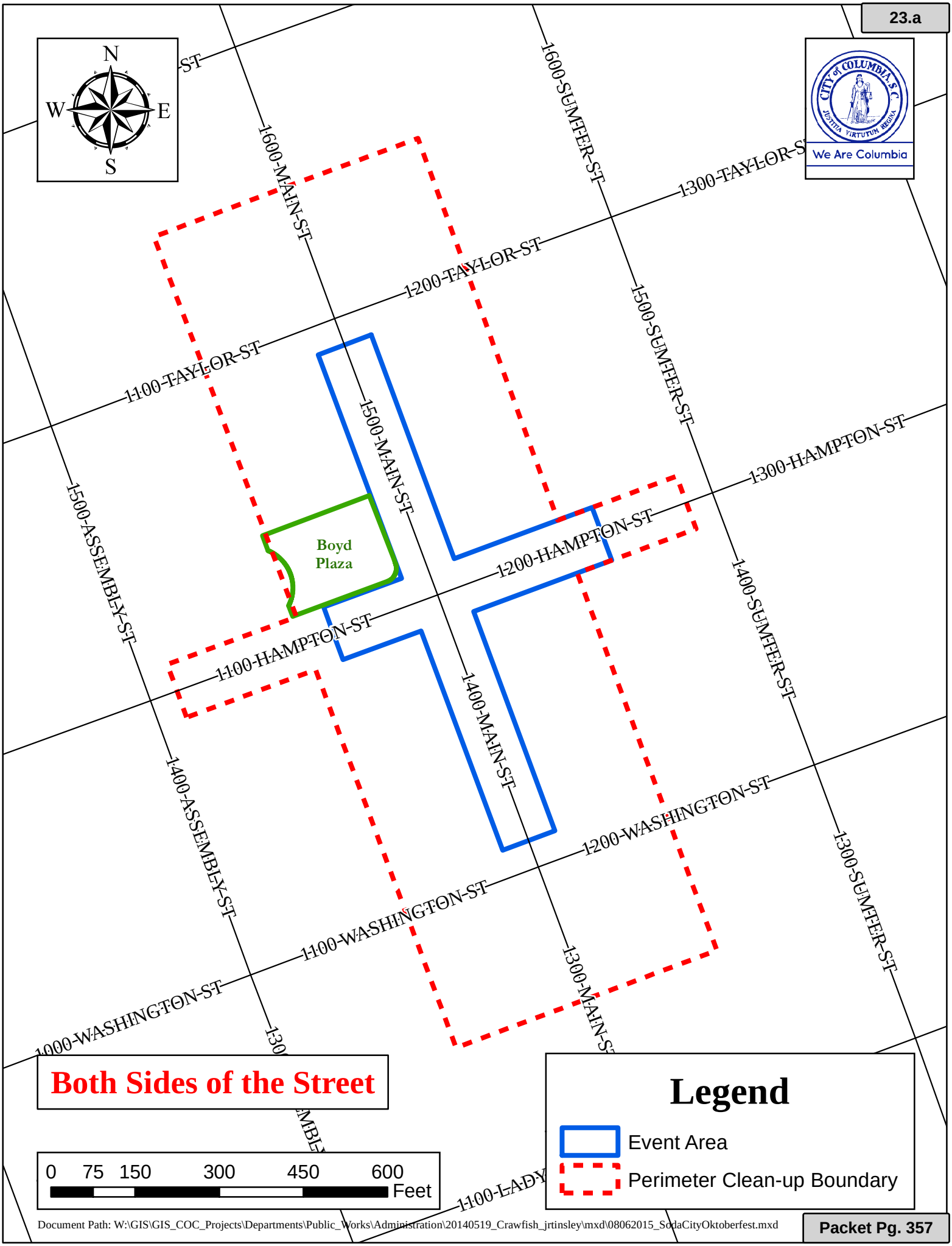
****With the exception of the parks listed in Sec. 15-1 Prohibited acts in parks (8), POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of alcoholic beverages or alcoholic liquors within the event area are prohibited.**

NOTE: **This form should only be used for public events where beer and/or wine are to be sold and consumed on City property** (i.e., Five After Five, St. Patrick's Festival, Concerts in Finlay Park, etc.).

This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety.

Fire Marshal George N. Adams, Jr., 545-3703; 413-8553; cfdgadams@columbiasc.net
Legal Department - Shari Ardis; 737-4242; slardis@columbiasc.net - resolution preparation
Police Department Special Events - Officer Robert Hall; 545-3535; rjhall@columbiasc.net parade permit, police
Parks and Recreation - Loretta Coleman; 545-3100; peosborne@columbiasc.net park reservations
Police Department Community Services - Brenda Murphy; 545-3507; bmmurphy@columbiasc.net street closing

Last revised: 3/2014



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We Are Columbia

MEETING DATE: **September 6, 2016**

DEPARTMENT: **Legal**

FROM: ***Shari Ardis, Legal Administrator***

SUBJECT: **Resolution No.: R-2016-061 - Authorizing consumption of beer and wine beverages only at Vista Bike Night Fundraiser for Camp Kemo on September 22, 2016**

FINANCIAL IMPACT:

ATTACHMENTS:

- R-2016-061 Vista Bike Night (Sept 22) (PDF)

LEGAL DEPARTMENT DRAFT

RESOLUTION NO.: R-2016-061

Authorizing consumption of beer and wine beverages only at Vista Bike Night Fundraiser for Camp Kemo on September 22, 2016

WHEREAS, Ryan Dukes/Blue Marlin ("Sponsor") is sponsoring Vista Bike Night Fundraiser for Camp Kemo in the 1200 block of Lincoln Street between Gervais Street and Lady Street on Thursday, September 22, 2016; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use of the 1200 block of Lincoln Street between Gervais Street and Lady Street from 5:00 p.m. until 10:30 p.m., for preparation of the area for an outdoor event to be held during the hours of 6:00 p.m. and 9:30 p.m., and for patrons to consume beer and wine beverages at the event during the hours of 6:00 p.m. and 9:00 p.m.; and,

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this ___ day of _____, 2016, that the sale beer and wine beverages only is authorized between the hours of 3:00 p.m. and 9:30 p.m. on Thursday, September 22, 2016 in the 1200 block of Lincoln Street between Gervais Street and Lady Street; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the cleanup of all trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area and within the designated area of impact as shown on the attached drawing, any costs incurred by the City in removing loose trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skateboards, and horses, except police horses, is prohibited. All pets, including snakes, shall be prohibited. Coolers, glass bottles and breakable glasses and/or cups shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time the closed portion of the 1200 block of Lincoln Street between Gervais Street and Lady Street, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and

Recreation, Sec. 15-1, 15-2 and 15-3, 1998 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 1200 block of Lincoln Street between Gervais Street and Lady Street, 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 alcoholic beverages may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine beverages shall be permitted only in 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 Thursday, September 22, 2016, the City Manager is authorized to approve the rescheduling of the event for another date within one (1) week from the date of the originally scheduled event upon receiving twenty-four (24) hours written notice requesting the rescheduling of the event. The hours of operation for the event, service of beer and wine at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

BE IT FURTHER RESOLVED that should the organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

Assistant City Manager Gentry

Approved by:

City Manager

Approved as to form:

City Attorney

Mayor

ATTEST:

City Clerk

Introduced:
Final Reading:

Last Revised: 8/11/2016
1617080294

LEGAL DEPARTMENT DRAFT

DATE OF REQUEST 10/10/16

REQUESTOR'S NAME/ CONTACT INFORMATION (E-MAIL/ PHONE#/FAX#)
Ryan Dukes
312-5554
rdukes@signaturecateringsc.com

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser
Vista Bike night For camp kemo

DATE(S) OF EVENTS: sept 22 6 - 9:00

LOCATION OF EVENT (i.e., Amphitheater area of Finlay Park; 1200 and 1300 blocks of Main Street)
1200 Block Lincoln St

STREET(S) TO BE CLOSED (i.e., 1200 and 1300 blocks of Main Street and 1100 and 1200 blocks of Lady Street)
1200 Block Lincoln St

HOURS FOR STREET(S) TO BE CLOSED (i.e., 5:00 p.m.m - 12:00 a.m. ALLOW TIME FOR SET UP/CLEAN UP
5-10 pm

HOURS OF EVENT (i.e., 6:00 p.m. - 10:00 p.m.)
~~6:00~~ 6-10

HOURS OF SERVICE OF BEER/WINE (Service should end one-half hour prior to end of event, i.e., event is 6-10 p.m., beer/ wine service is 6-9:30 p.m.)
6:00 - 9:00

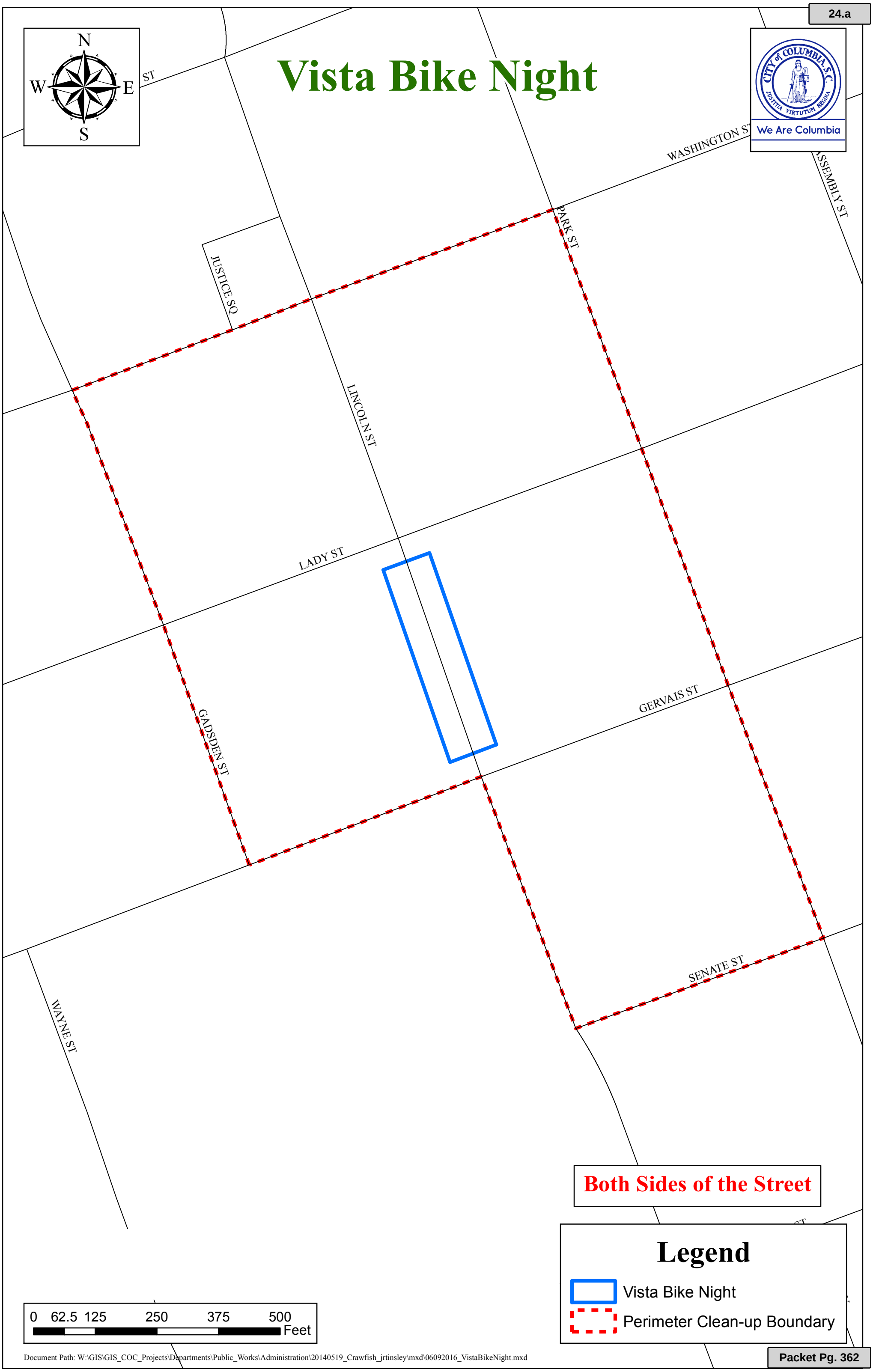
Please submit requests by mail, e-mail or fax at least *NINETY (90)* ***days in advance of the event*** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (slardis@columbiasc.net), fax (737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for your review as well as to the Police Department Special Events office and to Parks and Recreation if the event is to be held in a City park.

PLEASE NOTE: **This form should only be used for public events where beer and/or wine are to be sold and consumed on City property** (i.e., Five After Five, St. Patrick's Festival, Concerts in Finlay Park, etc.).

This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety.
Legal Department - Shari Ardis; 737-4242; slardis@columbiasc.net
Police Department Special Events - Officer Robert Hall; 545-3535; rjhall@columbiasc.net
Parks and Recreation - Loretta Coleman; 545-3100; lacoleman@columbiasc.net
Police Department Public Safety - Verna York; 545-3391; vbyork@columbiasc.net

Last Revised: 9/28/2010

Vista Bike Night



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We Are Columbia

MEETING DATE: **September 6, 2016**

DEPARTMENT: **Legal**

FROM: ***Shari Ardis, Legal Administrator***

SUBJECT: **Resolution No.: R-2016-062 - Authorizing consumption of beer and wine only at the South Carolina Oyster Festival in the 1600 block of Blanding Street on November 20, 2016**

FINANCIAL IMPACT:

ATTACHMENTS:

- R-2016-062 SC Oyster Festival (Nov 20) (PDF)

LEGAL DEPARTMENT DRAFT

RESOLUTION NO.: R-2016-062

Authorizing consumption of beer and wine only at the South Carolina Oyster Festival in the 1600 block of Blanding Street on November 20, 2016

WHEREAS, Liquid Assets ("Sponsor") is sponsoring the South Carolina Oyster Festival in the 1600 block of Blanding Street between Pickens Street and Henderson Street adjacent to the Robert Mills House and Hampton Preston Mansion from 11:00 a.m. until 6:00 p.m. on Sunday, November 20, 2016; 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 7:00 a.m. until 8:00 p.m. for set up, clean up, and staging of the event to be held from 11:00 a.m. until 6:00 p.m.; for patrons to consume beer and wine beverages only during the event hours of 11:00 a.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 _____, 2016, that the sale of beer and wine beverages only is authorized between the hours of 11:00 a.m. and 5:30 p.m. on Sunday, November 20, 2016; 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,

LEGAL DEPARTMENT DRAFT

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, November 20, 2016, the City Manager is authorized to approve the rescheduling of the event for another date within one (1) week from the date of the originally scheduled event upon receiving twenty-four (24) hours written notice requesting the rescheduling of the event. The hours of operation for the event, service of beer and wine at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

BE IT FURTHER RESOLVED that should the organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

Assistant City Manager Gentry

Approved by:

City Manager

Approved as to form:

City Attorney
Introduced:
Final Reading:

Mayor

ATTEST:

City Clerk

Last revised: 8/12/2016
1617080295

DATE OF REQUEST 8/11/16

REQUESTOR'S NAME/CONTACT INFORMATION (E-MAIL/ PHONE#/FAX#) Shawn Rankin / Liquid Assets info@liquidsc.com 803 252 2128

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser South Carolina Oyster Festival

DATE(S) OF EVENTS: 11/20/16

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.) 11/27/16

LOCATION OF EVENT
(i.e., Amphitheater area of Finlay Park; 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street) Robert Mills House and Hampton Preston Mansion 1600 Block Blanding St. between Pickens St + Henderson

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 Blanding St. between Pickens St + Henderson St.

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 7:00 am - 8:00 pm

HOURS OF EVENT
(i.e., 6:00 p.m. - 10:00 p.m.)* 11:00 am - 6:00 pm

HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**)
(Service should end one-half hour prior to end of event, i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)* 11:00 am - 5:30 pm

Requests should be submitted by mail, e-mail or fax at least ***NINETY (90) days in advance of the event*** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (slardis@columbiasc.net), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Approval from the adjoining business/ property owners must be obtained before your request will be submitted to City Council if streets are to be closed off during business hours. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***Outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties.**

****With the exception of the parks listed in Sec. 15-1 Prohibited acts in parks (8), POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of alcoholic beverages or alcoholic liquors within the event area are prohibited.**

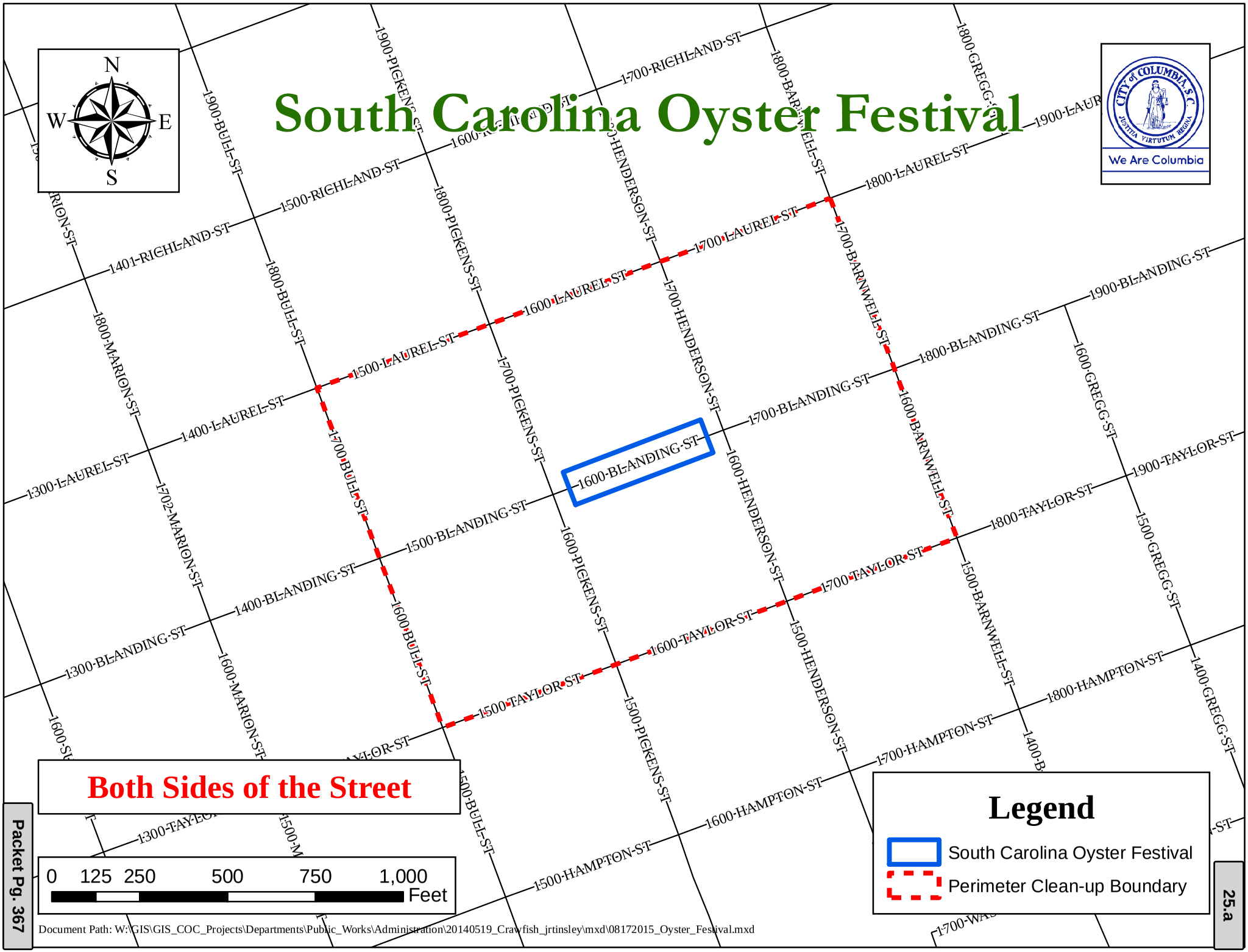
NOTE: **This form should only be used for public events where beer and/or wine are to be sold and consumed on City property** (i.e., Five After Five, St. Patrick's Festival, Concerts in Finlay Park, etc.).

This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety.

Fire Marshal George N. Adams, Jr., 545-3703; 413-8553; cfdgadams@columbiasc.net
Legal Department - Shari Ardis; 737-4242; slardis@columbiasc.net - resolution preparation
Police Department Special Events - Officer Robert Hall; 545-3535; rjhall@columbiasc.net parade permit, police
Parks and Recreation - Loretta Coleman; 545-3100; peosborne@columbiasc.net park reservations
Police Department Community Services - Brenda Murphy; 545-3507; bmmurphy@columbiasc.net street closing

Last revised: 3/2014

South Carolina Oyster Festival



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We Are Columbia

MEETING DATE: **September 6, 2016**

DEPARTMENT: **Legal**

FROM: ***Shari Ardis, Legal Administrator***

SUBJECT: **Resolution No.: R-2016-051 - Authorizing consumption of beer and wine only at the ArtLinc Sidewalk Art Festival in the Lincoln Street Tunnel and 1300 block of Lincoln Street on Saturday, November 12, 2016**

FINANCIAL IMPACT:

ATTACHMENTS:

- R-2016-051 ArtLinc Lincoln Street Tunnel (Nov 12) (PDF)

LEGAL DEPARTMENT DRAFT

RESOLUTION NO.: R-2016-051

Authorizing consumption of beer and wine only at the ArtLinc Sidewalk Art Festival in the Lincoln Street Tunnel and 1300 block of Lincoln Street on Saturday, November 12, 2016

WHEREAS, One Columbia for Arts and History ("Sponsor") is sponsoring ArtLinc Sidewalk Art Festival, on Saturday, November 12, 2016 from 10:00 a.m. until 5:00 p.m. in the Lincoln Street Tunnel and 1300 block of Lincoln Street; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use of the Lincoln Street Tunnel and 1300 block of Lincoln Street between Lady Street and Washington Street on Saturday, November 12, 2016 from 9:30 a.m. until 5:30 p.m. for preparation and staging of the area for an outdoor event to be held between 10:00 a.m. and 5:00 p.m., and for patrons to consume beer and wine beverages only at the event during the hours of 10:00 a.m. and 4:30 p.m.; and,

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this ___ day of _____, 2016, that the sale of beer and wine beverages only in plastic containers or cans only is authorized between the hours of 10:00 a.m. and 4:30 p.m. on Saturday, November 12, 2016; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location and that the Sponsor shall approve or disapprove all amplified entertainment activities; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages only within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages only, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the clean-up of all trash and debris within the festival area and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area, any costs incurred by the City in removing loose trash and debris within the festival area, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages ***only***, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, police golf carts, and horse-drawn carriages, is prohibited. All pets, including snakes, shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time the closed portion of the Lincoln Street Tunnel and 1300 block of Lincoln Street between Lady Street and Washington Street, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order,

Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, the closed portion of the Lincoln Street Tunnel and 1300 block of Lincoln Street between Lady Street and Washington Street, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine beverages only shall be permitted only in containers provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

Requested by:

Senior Assistant City Manager Baker

Approved by:

_____
City Manager

Approved as to form:

_____
City Attorney

Introduced:

Final Reading:

_____
Mayor

ATTEST:

_____
City Clerk

LEGAL DEPARTMENT DRAFT

DATE OF REQUEST	07/28/2016
REQUESTOR'S NAME/CONTACT INFORMATION (E-MAIL/ PHONE#/FAX#)	Lee Snelgrove One Columbia for Arts and History lee@onecolumbiasc.com 803-254-5008 (office), 803-422-8882 (mobile)
EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser	ArtLinc Sidewalk Art Festival
DATE(S) OF EVENTS:	November 12, 2016
RAIN CONTINGENCY DATE: (Rescheduling due to inclement weather is allowed once within one week from the date of the originally scheduled event upon 24-hours written notice to the City,without a new request. The time of event operation shall remain the same.)	No rain contingency necessary.
LOCATION OF EVENT (i.e., Amphitheater area of Finlay Park; 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street)	Lincoln Street Tunnel and 1300 block of Lincoln Street
STREET(S) OR PARK AREA TO BE CLOSED (i.e., 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street; Amphitheater area of Finlay Park; Boyd Plaza)	Northbound Lincoln Street between Lady Street and Washington Street (1300 block)
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	9:30am - 5:30pm
HOURS OF EVENT (i.e., 6:00 p.m. - 10:00 p.m.)*	10am - 5pm
HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**) (Service should end one-half hour prior to end of event, i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*	10am - 4:30pm

Requests should be submitted by mail, e-mail or fax at least ***NINETY (90) days in advance of the event*** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (slardis@columbiasc.net), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Approval from the adjoining business/ property owners must be obtained before your request will be submitted to City Council if streets are to be closed off during business hours. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***Outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties.**

****With the exception of the parks listed in Sec. 15-1 Prohibited acts in parks (8), POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of alcoholic beverages or alcoholic liquors within the event area are prohibited.**

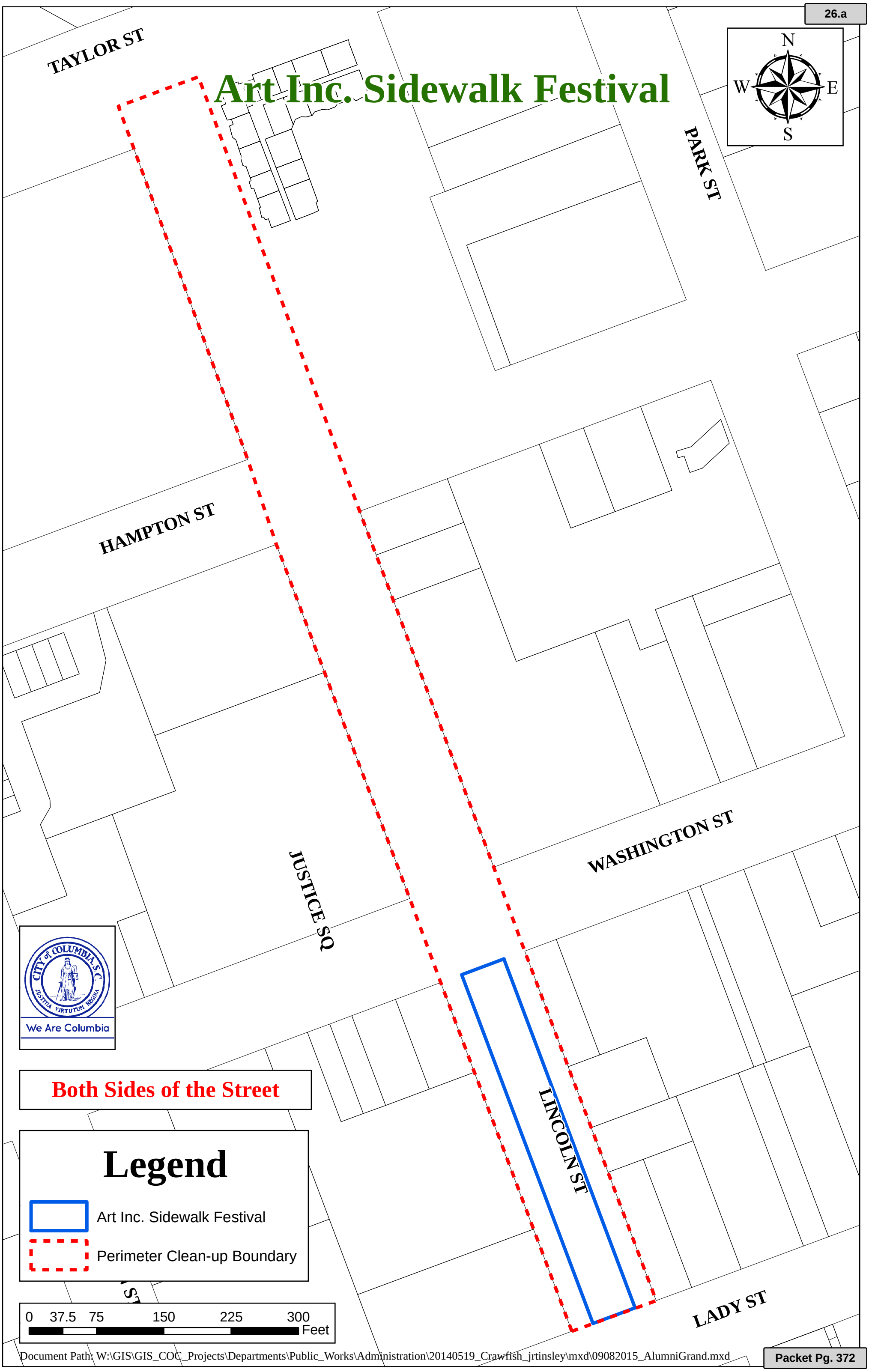
NOTE: **This form should only be used for public events where beer and/or wine are to be sold and consumed on City property** (i.e., Five After Five, St. Patrick's Festival, Concerts in Finlay Park, etc.).

This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety.

Fire Marshal George N. Adams, Jr., 545-3703; 413-8553; cfdgadams@columbiasc.net
Legal Department - Shari Ardis; 737-4242; slardis@columbiasc.net - resolution preparation
Police Department Special Events - Officer Robert Hall; 545-3535; rjhall@columbiasc.net parade permit, police
Parks and Recreation - Loretta Coleman; 545-3100; peosborne@columbiasc.net park reservations
Police Department Community Services - Brenda Murphy; 545-3507; bmmurphy@columbiasc.net street closing

Last revised: 3/2014

Art Inc. Sidewalk Festival



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We Are Columbia

MEETING DATE: **September 6, 2016**

DEPARTMENT: **Legal**

FROM: ***Shari Ardis, Legal Administrator***

SUBJECT: **Resolution No.: R-2016-067 Authorizing Eau Claire Unity Festival and consumption of beer and wine only at Hyatt Park and Eau Claire Town Hall on Saturday, September 10, 2016**

FINANCIAL IMPACT:

ATTACHMENTS:

- R-2016-067 Eau Claire Unity Festival (Sept 10) (PDF)

LEGAL DEPARTMENT DRAFT

RESOLUTION NO.: R-2016-067

Authorizing Eau Claire Unity Festival and consumption of beer and wine only at Hyatt Park and Eau Claire Town Hall on Saturday, September 10, 2016

WHEREAS, the Eau Claire Community Council ("Council") is sponsoring the Eau Claire Unity Festival on Saturday, September 10, 2016 from 12:00 p.m. to 8:00 p.m. at Hyatt Park and Eau Claire Town Hall; and,

WHEREAS, the Council has requested permission for the temporary closing and use of the 3900 and 4000 blocks of Monticello Road between North Main Street and Duke Avenue, and the 900 block of Jackson Avenue between Monticello Road and Lamar Street from 9:00 a.m. until 9:00 p.m. Saturday, September 10, 2016, for preparation and staging of the area and for crowd control and overflow at the outdoor event to be held between 12:00 p.m. and 8:00 p.m. on Saturday, September 10, 2016, at Hyatt Park, Eau Claire Town Hall and in the 3900 and 4000 blocks of Monticello Road between North Main Street and Duke Avenue, and in the 900 block of Jackson Avenue between Monticello Road and Lamar Street; and for patrons to consume beer and wine only at the event during the hours of 12:00 p.m. and 7:30 p.m.; and,

WHEREAS, it has been determined that such events would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this ___ day of _____, 2016, that the sale of beer and wine beverages only are authorized between the hours of 12:00 p.m. and 7:30 p.m. at the event; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, is prohibited. Canines are allowed, provided that current leash laws are observed as are set out in the 1998 Code of Ordinances of the City of Columbia, as amended. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages only within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages only, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the clean up of all trash and debris within the festival area and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area, any costs incurred by the City in removing loose trash and debris within the festival area, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that between 11:00 a.m. and 8:30 p.m. on Saturday, September 10, 2016, Hyatt Park, Eau Claire Town Hall, the 3900 and 4000 blocks of Monticello Road between North Main Street and Duke Avenue, and the 900 block of Jackson Avenue between Monticello Road and Lamar Street, with the exception of the parking area and any other areas posted as to not allow beer and wine only, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, Hyatt Park, Eau Claire Town Hall, the 3900 and 4000 blocks of Monticello Road between North Main Street and Duke Avenue, and the 900 block of Jackson Avenue between Monticello Road and Lamar Street, with the exception of the parking area and any other areas posted as to not allow beer and wine only, is deemed to be the site of a public festival at which beer and wine only may be consumed and the prohibition against possession or consumption of beer and wine only as set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine only shall be permitted only in containers provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the 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 Code Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that in the event of inclement weather on Saturday, September 10, 2016, the City Manager is authorized to approve the rescheduling of the event for another date within one (1) week from the date of the originally scheduled event upon receiving twenty-four (24) hours written notice requesting the rescheduling of the event. The hours of operation for the event, service of beer and wine at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

BE IT FURTHER RESOLVED that should the organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

Senior Assistant City Manager Baker

Approved by:

City Manager

Approved as to form:

City Attorney

Introduced:

Final Reading:

Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT

DATE OF REQUEST	August 31, 2016
REQUESTOR'S NAME/CONTACT INFORMATION (E-MAIL/ PHONE#/FAX#)	Christie Savage/ 803-201-5282/ carosyr@aol.com
EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser	Eau Claire Unity Festival
DATE(S) OF EVENTS:	Saturday, September 10, 2016
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.)	N/A
LOCATION OF EVENT (i.e., Amphitheater area of Finlay Park; 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street)	Monticello Road & Main Street to Duke Avenue
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)	Monticello Road & Main Street to Duke Avenue
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	9:00am-8:00pm
HOURS OF EVENT (i.e., 6:00 p.m. - 10:00 p.m.)*	12:00pm-8:00pm
HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**) (Service should end one-half hour prior to end of event, i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*	12:00pm-8:00pm

Requests should be submitted by mail, e-mail or fax at least ***NINETY (90) days in advance of the event*** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (slardis@columbiasc.net), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Approval from the adjoining business/ property owners must be obtained before your request will be submitted to City Council if streets are to be closed off during business hours. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***Outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties.**

****With the exception of the parks listed in Sec. 15-1 Prohibited acts in parks (8), POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of alcoholic beverages or alcoholic liquors within the event area are prohibited.**

NOTE: **This form should only be used for public events where beer and/or wine are to be sold and consumed on City property** (i.e., Five After Five, St. Patrick's Festival, Concerts in Finlay Park, etc.).

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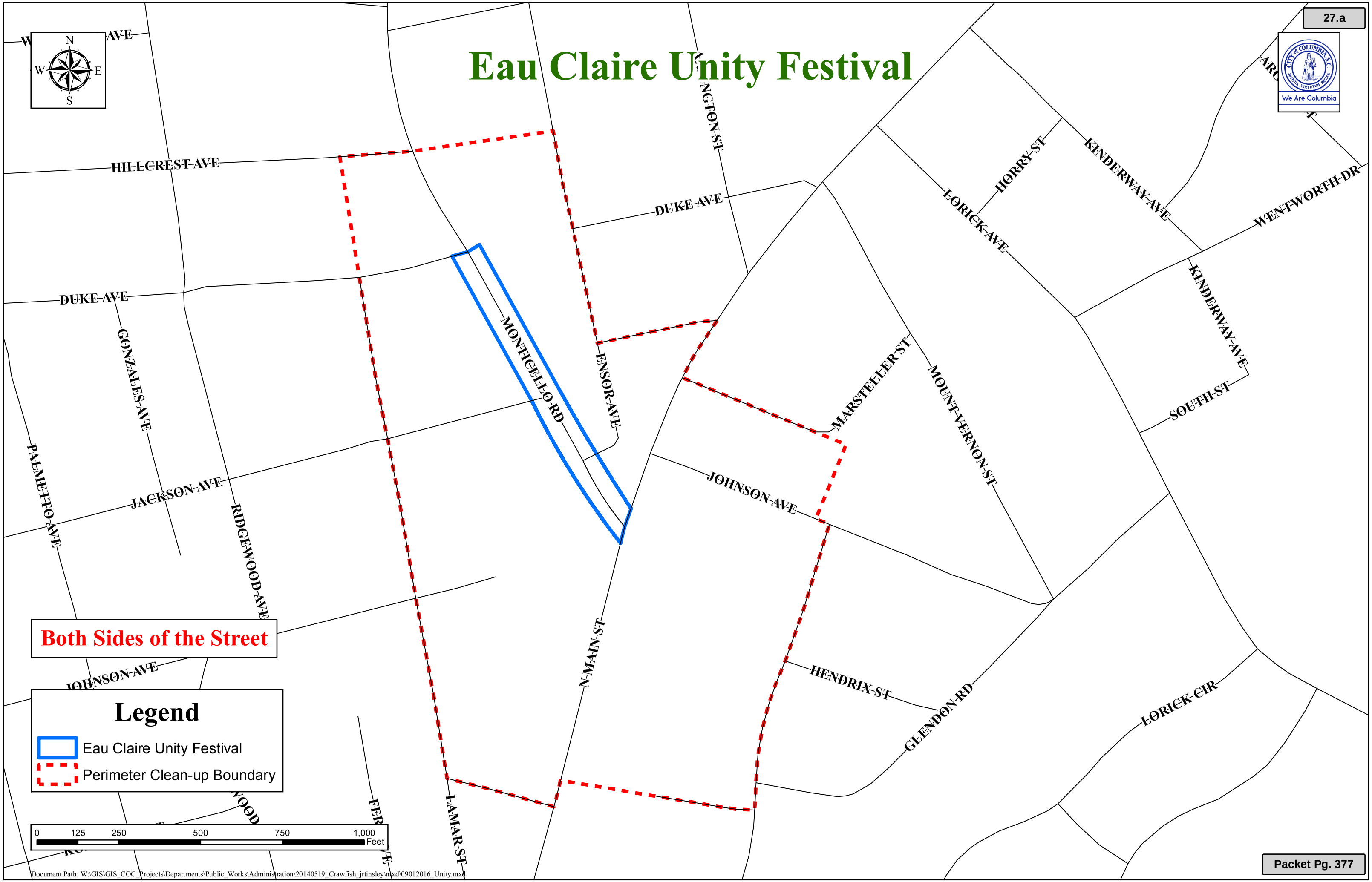
Police Department Community Services - Brenda Murphy; 545-3507; bmmurphy@columbiasc.net street closing

Last revised: 3/2014

R-2016-067
16170804

Eau Claire Unity Festival



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We Are Columbia

MEETING DATE: **September 6, 2016**

DEPARTMENT: **Planning and Development Services**

FROM: ***Krista Hampton, Director***

SUBJECT: **Zoning Map Amendment - 1211 Greenlawn Drive, TMS # 16414-01-05; request to rezone the parcel from RS-1 (Single Family Residential District) to UTD (Urban Transitional District). – Consideration of this item was deferred on July 19, 2016. First reading approval was given on August 16, 2016.**

FINANCIAL IMPACT:

1211 GREENLAWN DRIVE, TMS# 16414-01-05

Council District:	3
Proposal:	Rezone the parcel from RS-1 to UTD
Applicant:	Tom Heaton, Palmetto Family Dentistry of Columbia
Staff Recommendation:	DENIAL
PC Recommendation: 06/06/16	DENIAL (6-0, 1 RECUSAL)

ATTACHMENTS:

- MA_1211_GreenlawnDrive (PDF)

HISTORY:

07/19/16	**City Council**	**DEFERRED**
08/16/16	**City Council**	**APPROVED ON FIRST READING**

CITY COUNCIL

July 19, 2016 at 7:00pm
City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

ZONING MAP AMENDMENT CASE SUMMARY
1211 GREENLAWN DRIVE, TMS# 16414-01-05

Council District:	3
Proposal:	Rezone the parcel from RS-1 to UTD
Applicant:	Tom Heaton, Palmetto Family Dentistry of Columbia
Staff Recommendation:	DENIAL
PC Recommendation: 06/06/16	DENIAL (6-0, 1 RECUSAL)
Zoning Public Hearing: 07/19/16	PENDING
Zoning Public Hearing: 08/16/16	PENDING

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.26 acres
Current Use: Dental Office
Proposed Use: Dental Office (proposed expansion of existing non-conforming use)
Land Use Classification: Urban Edge Residential – Small Lot (UER-1)
Current Zoning: RS-1 (Single Family Residential District)
Proposed Zoning: UTD (Urban Transitional District)
Proximity to Fort Jackson: Staff has been in contact with Fort Jackson personnel regarding this application due to its proximity to the Fort; Fort Jackson has no concerns regarding this application.

PLANS, POLICIES, AND LAND USE

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The subject parcel is designated Urban Edge Residential Small Lot (UER-1) in The Columbia Plan 2018 Future Land Use Map.

Urban Edge Residential Small Lot neighborhoods account for a significant portion of the City's existing residential neighborhoods. This development type is appropriate as development on remaining large lots or as redevelopment in the outer areas of Columbia. Most of these developments are relatively modern and occurred

after 1970. Urban Edge Residential Small Lot developments generally do not continue the grid and block pattern found in the urban core neighborhoods, but do tend to have a consistently organized internal street network with loops and interconnections. Cul-de-sacs are most prominent in this development type.

Primary Types:

- Single-family Detached

Secondary Types:

- Single-family Attached
- Two-family
- Three-family
- Multi-family Small

Tertiary Types:

- Small Format Business/Employment (excl. Flex)
- Small Format Civic/Institutional
- Cemeteries & Mausoleums

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject parcel is not covered by an area plan which has been adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned Single Family Residential District (RS-1), and the surrounding parcels are currently zoned RS-1, and General Commercial District (C-3), with General Residential District (RG-1), Office and Institutional District (C-1), and Urban Transitional District (UTD) nearby.

Single Family Residential District (RS-1)

The RS-1, RS-1A, RS-1B, RS-2 and RS-3 districts are intended as single-family residential areas with detached units with low to medium population densities. Use regulations for the single-family districts are identical, but contain varying classes of lot width and lot area, and these dimensional differences are intended to be preserved. Certain structures and uses required to serve governmental, educational, religious, noncommercial recreational, and other needs of those areas are permitted outright within such districts or are permissible as special exceptions subject to restrictions and requirements intended to preserve and protect the single-family residential character of the district.

The proposed City of Columbia zoning district is Urban Transitional District (UTD).

Urban Transitional District (UTD)

The UTD district is intended to accommodate uses typically found in single-family areas undergoing transition to commercial office uses. District land uses will preserve the area's existing residential character while permitting commercial uses that are low traffic generators. This district frequently occurs along developing street corridors and connects commercial clusters. The residential character is preserved through the use of residential materials (i.e., brick, siding, stucco, etc.) and the use of pitched roofs on new buildings. Also traffic impacts will be lessened by minimizing curb cuts, with possible shared driveways.

STAFF RECOMMENDATION

Staff recommends the denial of the request to rezone the parcel from RS-1 to UTD as the current parcels on the west side of the Greenlawn Drive and south side of Leesbrug Road area are not currently undergoing a transition to commercial office uses. Currently, a small Urban Core Activity Center is located at the Southeast corner of Leesburg Road and Greenlawn Drive expansion of this of the UTD area will be encroachment into the single family area.

© 2012 Pictometry

Future Land Use Map

1211 Greenlawn Drive, TMS#: 164
FLU: UER-1

28.a

Department of Planning & Development Services

Legend

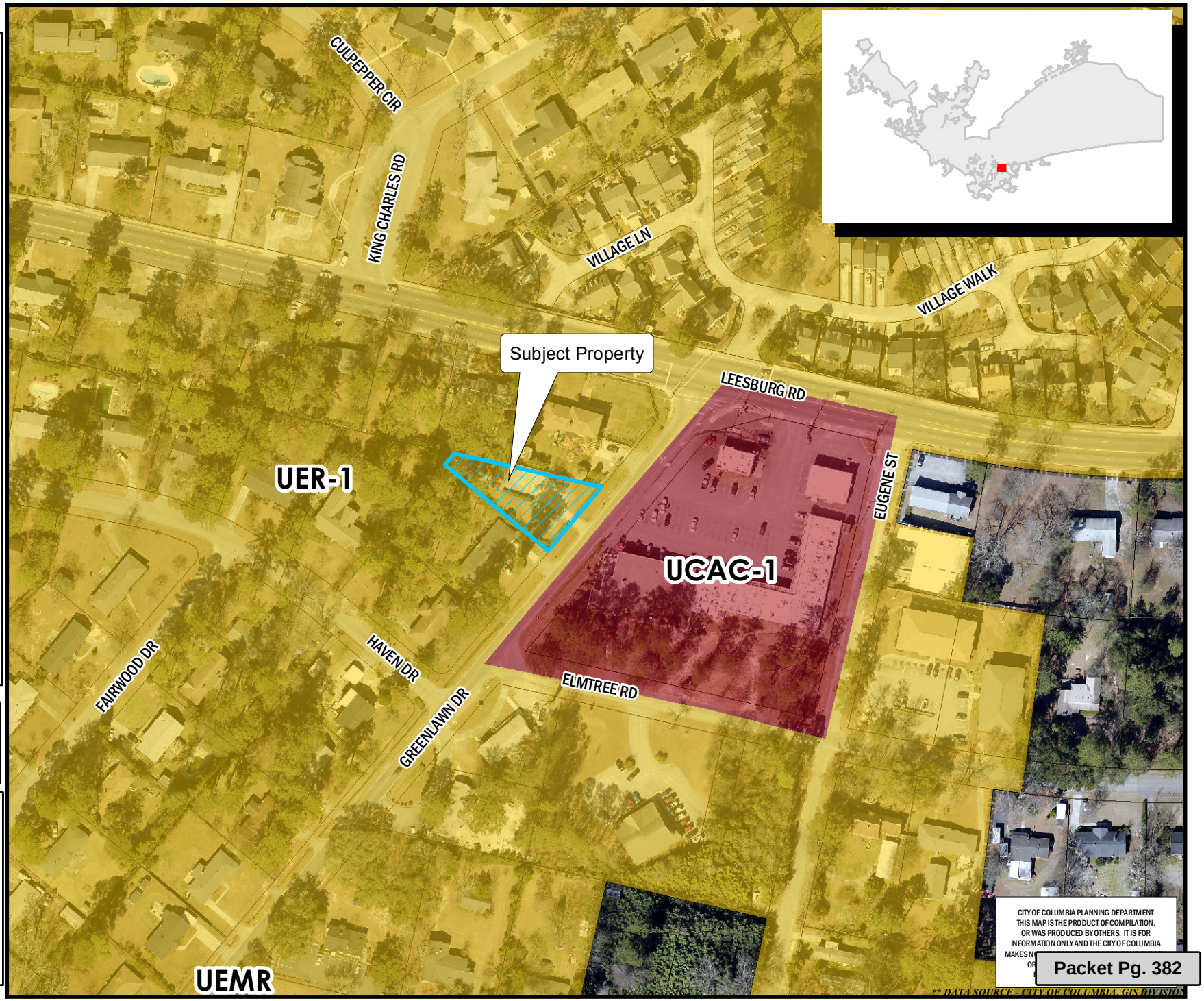
CITY LIMITS
PARCELS

- UCMR-1 - Urban Core Mixed Residential-1
- UCMR-2 - Urban Core Mixed Residential-2
- UEMR - Urban Edge Mixed Residential
- UEMF - Urban Edge Multi-Family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UEAC-1 Urban Edge Community Activity Center
- UCAC-3 Urban Core Regional Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- SD-1 - Sports/Amusement District
- SD-2 - Civic/Institutional Districts
- SD-3 - Central Business District
- SD-4 - Riverbanks Zoo and Garden
- SD-5 - Universities/Colleges
- SD-6 - Fort Jackson

0 50 100 200 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Leigh DeForth
May 3, 2016



CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPILATION, OR WAS PRODUCED BY OTHERS. IT IS FOR INFORMATION ONLY AND THE CITY OF COLUMBIA MAKES N
OR

** DATA SOURCE - CITY OF COLUMBIA GIS DIVISION

We Are Columbia

Zoning Map

1211 Greenlawn Drive, TMS#: 16414-
Existing Zoning: RS-1; Proposed Zoning: UTD

28.a

Department of Planning & Development Services

Legend

- CITY LIMITS
- PARCELS

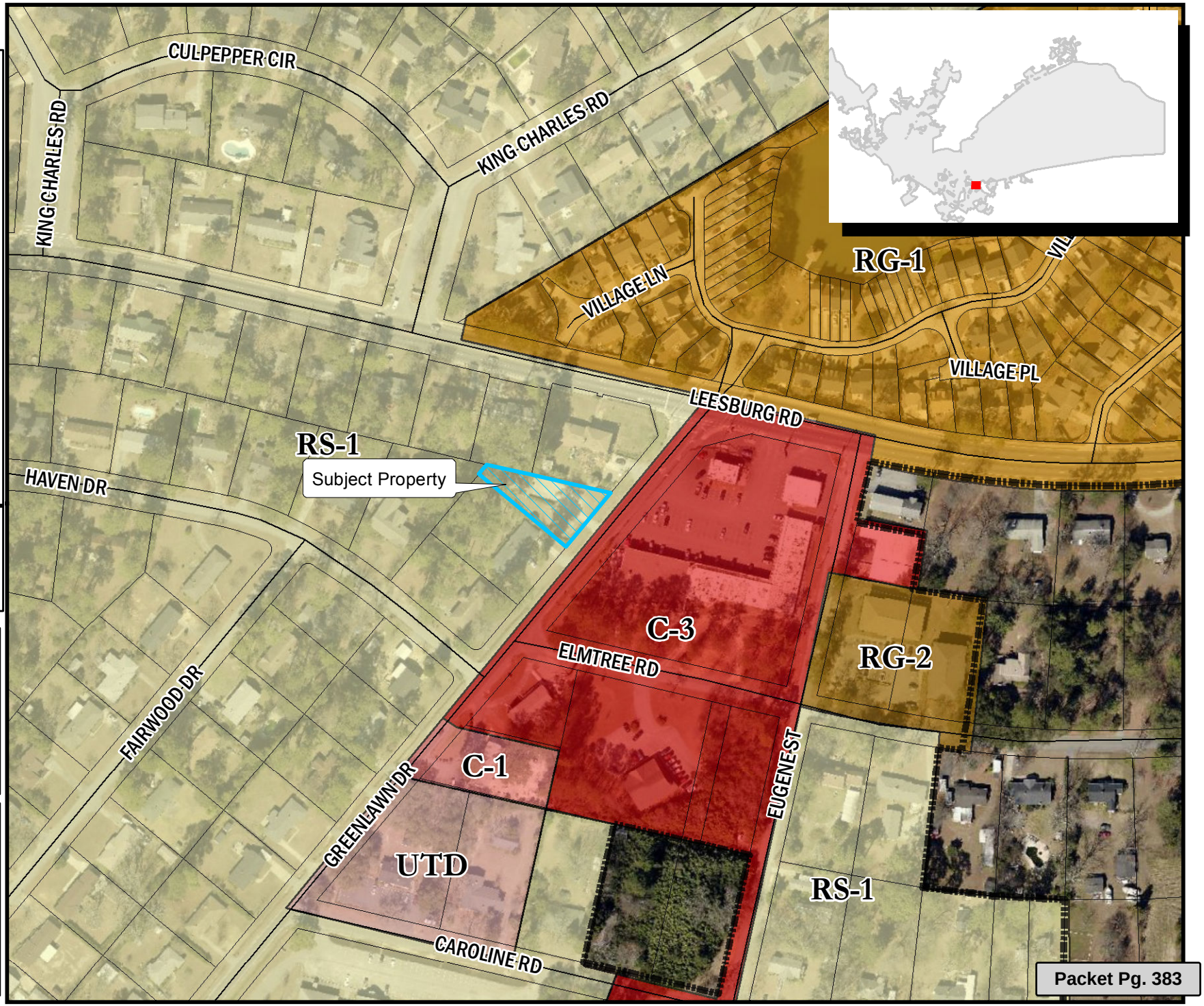
D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	

0 50 100 200 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Leigh DeForth
May 19, 2016

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



** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Table of Permitted Uses
RS-1, RS-1A, RS-1B, RS-2, and RS-3
Permitted Principal Uses
Water supply services
Sewerage Systems (Sec. 17-262)
Municipal or other passive recreation facilities (parks, greenways, including administrative facilities)
Detached One-Family Dwelling
Police and Fire Protection
Permitted in District, provided owner and/or tenant complies with the associated conditions set forth in this article
Municipal active recreation facilities (athletic ball fields, swimming pools, playgrounds, including administration facilities)(Sec. 17-289)
Food crops grown within a covered enclosure
General farms, primarily crop
Special Exception by Board of Zoning Appeals
Electric substations
Cemetary subdividers and developers
Parking Lots
Public Golf Course
Membership Sports and Recreation Clubs
Elementary and Secondary Schools (Sec. 17-296)
Libraries and Information Centers
Day Care Facilities (Sec. 17-265)
Residential Care (17-266)
Religious Organizations
Group Development

Table of Permitted Uses
UTD
Permitted Principal Uses
Landscape counseling and planning
Mining and quarrying of nonmetallic minerals, except fuel
Arrangement of Transportation Services
Communication services, not elsewhere classfied
Water supply services
Sewerage Systems (Sec. 17-262)
Finance, Insurance, and Real Estate
Cemetary subdividers and developers
Photographic Studies, portrait
Beauty Shops
Barbershops
Shoe repair shops, shoeshine parlors, and hat cleaning shops
Funeral Service and crematories
Advertising agences
Blueprinting and photocopying (Sec. 17-264)
Commercial photography, art and graphics
Employment agencies
Computer and data processing services
Watch and jewelry repair
Dance studios
Municipal or other passive recreation facilities (parks, greenways, including administrative facilities)
Physical fitness facilities and yoga facilities
Offices of physicians
Medical and dental laboratories
Legal services
Libraries and information centers
Business and secretarial schools
Vocational schools except vocational high schools not elsewhere classified

Table of Permitted Uses
RS-1, RS-1A, RS-1B, RS-2, and RS-3

Table of Permitted Uses
UTD
Individual and family siocial services
Job training and vocational rehabilitation services
Museums and art galleries
Arboreta, botanical and zoological gardens
Business associations
Professional membership
Labor unions and similar organizations
Civic, social and fraternal associations
Political organizations
Religious organizations
Engineering, architectural, and surveying services
Accounting, auditing, and bookkeeping services
Noncommercial research organization
Detached One-Family Dwelling
Attached Two-Family Dwelling
Miscellaneous services
Permitted in District, provided owner and/or tenant complies with the associated conditions set forth in this article
Municipal active recreation facilities (athletic ball fields, swimming pools, playgrounds, including administration facilities)(Sec. 17-289)
Non-depository personal credit institutions (pay day loan and/or title loan establishments (Sec. 17-294)
Offices and clinics of other health practictioners, including therapeutic massage (17-288)
Permitted as an Accessory Use or as a Principal Use by Special Exception
Food crops grown within a covered enclosure
Building Construction - Office Only
Construction other than building construction - Office Only
Construction-Special trade contractors - Office only
General farms, primarily crop
Special Exception by Board of Zoning Appeals
U.S. Postal Service

Table of Permitted Uses
RS-1, RS-1A, RS-1B, RS-2, and RS-3

Table of Permitted Uses
UTD
Electric substations
Combination electric and gas, and other utility services
Detective agencies and protective services
Agricultural services with indoor kennels
Agricultural services with outdoor kennels
Radio and mobile telephone installation shops
Day Care Facilities (Sec. 17-265)

We Are Columbia

MEETING DATE: **September 6, 2016**

DEPARTMENT: **City Clerk**

FROM: ***Erika Moore, City Clerk***

SUBJECT: **Special Olympics South Carolina Month Proclamation - The Honorable Mayor Stephen K. Benjamin**

PRESENTER: **The Honorable Mayor Stephen K. Benjamin**

FINANCIAL IMPACT:

Please consider our respectful request to proclaim September 2016 "Special Olympics South Carolina month in the City of Columbia". During the month of September, the South Carolina Lodging and Restaurant Association will ask their hotel guests to donate $1 per night, in the Columbia area, to Special Olympics South Carolina. We have scheduled a National Unified Sports Conference being held in Columbia along with other sporting events as well as a few fundraisers. This would be a great honor for our organization and help increase awareness of all we do.

It is rare that a mayor and a city council provide such support to Special Olympics South Carolina and other deserving not for profits. For that you and your staff should be congratulated.

Special Olympics South Carolina is a 501 (c) (3) organization (EIN: 57-0688248) that relies on the generosity of our community and corporate supporters.
Truly,

ATTACHMENTS:

- Special Olympics South Carolina Month Proclamation (PDF)

City of Columbia
A Proclamation

WHEREAS, Special Olympics South Carolina was established in 1968; and

WHEREAS, approximately 4,263 athletes in the Columbia area participate in 29 Olympic style sporting events; and

WHEREAS, Special Olympics SC hosts 122 local athletic events in the Columbia area; and

WHEREAS, in conjunction with Fort Jackson, Special Olympics SC has hosted their summer games in Columbia for 48 years; and

WHEREAS, Special Olympics SC provides health screenings to all their athletes to ensure the health of the athletes; and

WHEREAS, Special Olympics SC's Project Unify is in 31 schools in Richland County that provides Unified Sports for 448 special needs and non-special needs athletes to compete together.

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 September 2016 as

Special Olympics South Carolina 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

_____
Leona Plaugh
District IV, Council Member

_____
Moe Baddourah
District III, Council Member

_____
Howard E. Duvall, Jr.
At-Large, Council Member

_____
Edward H. McDowell, Jr.
District II, Council Member

We Are Columbia

MEETING DATE: **September 6, 2016**

DEPARTMENT: **Community Development**

FROM: ***Gloria Saeed, Interim Director***

SUBJECT: **Community Development Block Grant Disaster Relief (CDBG-DR) Action Plan - Ms. Gloria Saeed, Interim Director of Community Development and Mr. Fred Tombar, Senior Vice President for Government Services for the Plexos Group**

FINANCIAL IMPACT:

ORIGINAL BUDGET: **$19,989,000**

STRATEGIC GOALS: **Invest in Infrastructure**

Please find attached the DRAFT copy of the Community Development Block Grant - Disaster Relief "CDBG-DR" Action Plan for review. In order to receive Disaster Relief funds, the City of Columbia must submit a "CDBG-DR" Action Plan to HUD that outlines how the funds will be spent to benefit the community. City Council review and public comment are required prior to the plan being submitted to HUD on or before September 20, 2016.

Two (2) public hearings (July 28, 2016 & August 25, 2016) and opportunities to comment via dr.columbiasc.gov or cityrecoverydr@columbiasc.net, have been made available for easy access to the Action Plan process. Citizens can visit dr.columbiasc.gov to download the plan and comment card.

The plan is available for public comment from August 21 through September 6, 2016.

ATTACHMENTS:

- CDBG_DR_Action_Plan (PDF)

City of Columbia, South Carolina

Community Development Block Grant – Disaster Recovery

Action Plan

August 21, 2016

For CDBG-DR Funds
Disaster Relief Appropriations Act of 2016
(Public Law 114-3, June 17, 2016)

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1.0 Introduction

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 over 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 over $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 over 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.

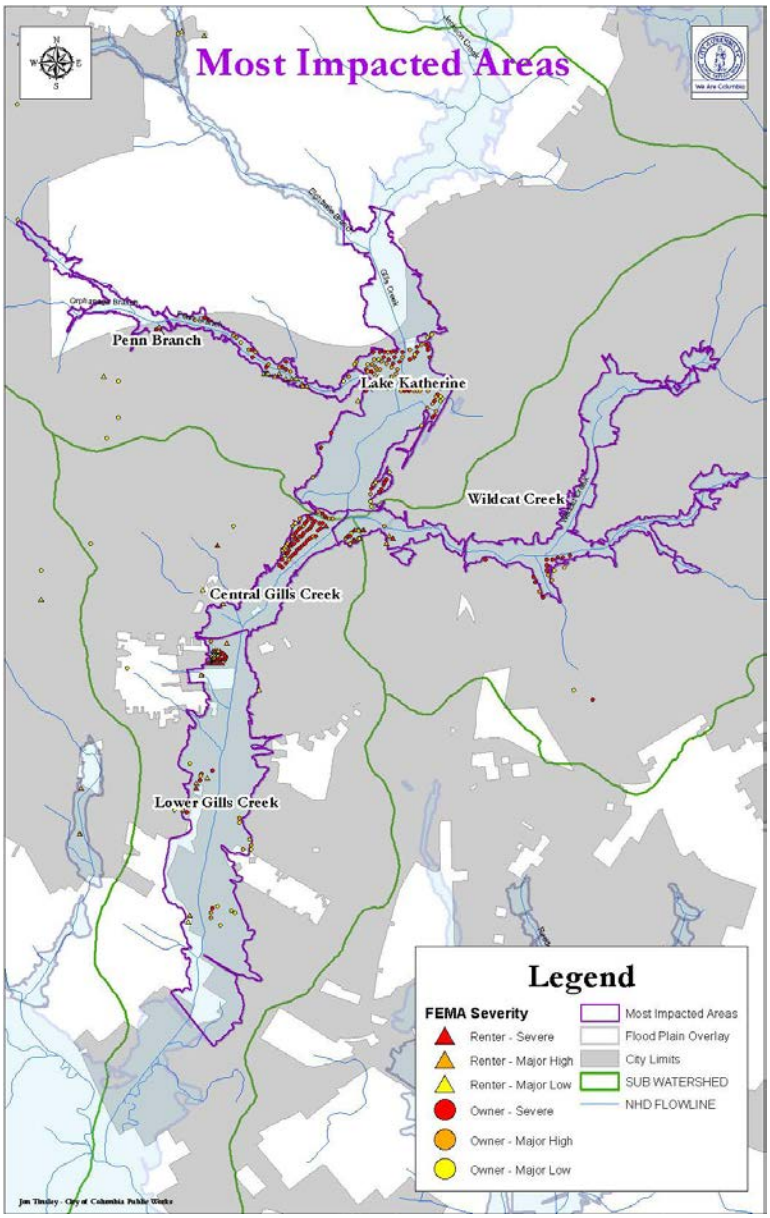
The flooding also impacted the city's utilities, wastewater treatment systems, and drinking water treatment and collection systems. Due to the fact that the ground surfaces were already saturated from rainfall in September, there were multiple dam failures in the city and a massive breach in the Columbia 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 over 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 and caused major disruptions to the lives of the citizens of impacted communities in Columbia and across South Carolina from which recovery still continues.

In Columbia, homes along and near the City's many creeks, lakes, and other waterways were inundated with water 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 assist the city to address some of the direst unmet needs remaining as a result of the rain and flooding. 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.

2.0 Executive Summary

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 notified the State of South Carolina that it will receive an allocation of $96,827,000 in disaster recovery funds to assist in recovery from the floods. Additionally, the City of Columbia was provided a separate allocation of $19,989,000, to address unmet recovery needs. Supplemental to CDBG-DR funds, the city has also set aside $1 million CDBG Program Income funds to assist with recovery activities for low to moderate income households.

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 provided to benefit low-to-moderate income households. In order 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 households, 2) elimination or prevention of slums and blight, and 3) urgent need. As required by HUD, the city submits this Action Plan to assess unmet needs in the areas of housing, infrastructure, and economic development. Additionally, the plan also outlines 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 following chart depicts the city’s proposed allocation of CDBG-DR and CDBG Program Income funds designated to meet unmet recovery needs in the community.

Program	Allocation	Percentage of Funding
Administration	$999,450	4.8%
Planning & Project Delivery	$999,450	4.8%
Homeowner Assistance Program (LMI)	$3,336,150	15.9%
Homeowner Buyout Program (LMI/Urgent Need)	$2,000,000	9.5%
Small Rental Repair Program (LMI Benefit Only)	$6,565,270	31.3%
Elevation Reimbursement Program (LMI/Urgent Need)	$3,490,000	16.6%
Minor Repair Program (LMI Only)	$2,398,680	11.4%
CDBG Program Income Funds/Minor Repair (LMI Only)*	$1,000,000	4.8%
Economic Development (Urgent Need)	$200,000	1.0%
Total	**$20,989,000**	**100.0%**

**City of Columbia CDBG Program Income Funds in addition to $19,989,000 in CDBG-DR funding allocated by HUD.*

3.0 Impact and Unmet Needs Assessment

3.1 Background

In accordance with HUD guidance, the City of Columbia completed the following unmet needs assessment to identify priorities for CDBG-DR funding provided as a result of extended rainfall and flooding caused as a result of Hurricane Joaquin. The assessment below utilizes federal and state resources including data provided by FEMA, HUD and SBA to estimate unmet needs in the three categories of damage: housing, economic development, and infrastructure.

3.2 Housing

In accordance with the guidance set forth in Federal Register Notice, the city has analyzed the FEMA Individual Assistance (IA) population of owner and renter occupied residences. The owner residences damage is based upon the following FEMA defined tiers of damage:

Table 1: 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*

Source: FEMA IA, July 2016

Based on this analysis, 2,717 owner-occupied households applied for IA assistance. These owners suffered an estimated $9.768 million in Real Property FEMA Verified Loss (RP FVL) attributed to the October 2015 flood event. While the majority of the instances of damage were categorized "Minor-Low," it is important to note almost 70 percent of total city's RP FVL is concentrated amongst approximately 7 percent of the most affected households or those categorized under "Major-High" or "Severe" damage levels. The vast majority of these Major-High and Severely damaged households are located along the banks of Lake Katherine, Central and Lower Gills Creek, Wildcat Creek, and Penn Branch in the floodplain. Based upon self-reported income data, only 26% of those homeowners categorized as "Major High" or "Severe" were low-to-moderate income. The highest percentage of low-to-moderate income homeowners received only "Minor-Low" damages with an average RP FVL of $631. Damaged residences reported as "Minor-Low" and "Minor-High" are scattered throughout the city. The majority of these homes are located outside of the floodplain so it is anticipated that these damages are attributed to the rain event.

Table 2: 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*

Notably, less than 50 percent (46.8%) of the affected owner-occupied population is classified low-and-moderate-income (LMI). Concurrently, the LMI population suffered 30.6% percent of recorded RP FVL citywide. 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% CDBG-DR allocation to the benefit of LMI residents and communities that were the most impacted by the October 2015 rain and flood event. To that end, it should be noted that 100.0% of all low-to-moderate income households will be provided an opportunity for assistance through the city's minor repair, rehabilitation, and elevation programs. Additionally, the city intends to prioritize and provide the full amount of assistance in order to serve all unmet needs of the affected LMI population to include the reallocation of $1.0 million of city's CDBG entitlement funding. In order to achieve 70.0% LMI benefit of these programs, assistance to households above 80.0% Area Median Income (AMI) will also be capped as necessary.

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 over $5.8 million. It is noted that this amount does not take into consideration the increased costs associated with structure 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. Based upon FEMA provided data, the unmet needs of this LMI population totals $1,583,902.

As described above, most of the Major and Severe damages are concentrated in 5 major areas of the city:

- Lake Katherine
- Central Gills Creek
- Lower Gills Creek
- Wildcat Creek
- Penn Branch

Losses for both owners and renters, along with an unmet needs analysis for each specific area is included in sections 3.2.1 – 3.2.5.

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 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 3 and 4 illustrate the levels of rental damage occurring in the city, as broken down by FEMA's categorization system:

Table 3: FEMA Defined Levels of Damage

Type	Definition
Minor-Low	*Less than $1,000 of FEMA Inspected Personal Property Damage*
Minor-High	*$1,000 - $1,999 of FEMA Inspected Personal Property Damage*
Major-Low	*$2,000 - $3,499 of FEMA Inspected Personal Property Damage and/or 1'-4' of flooding on the first floor*
Major-High	*$3,500 - $7,499 of FEMA Inspected Personal Property Damage and/or 4'-6' of flooding on the first floor*
Severe	*Greater than $7,500 of FEMA Inspected Personal Property Damage or determined destroyed and more than 6' of flooding on the first floor*

Source: FEMA IA, July 2016

Per the above categorization system, the city analyzed the affected rental population both 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 is for 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 along in the floodplain along Lower Gills Creek.

Table 4: Levels of Damage for Renter-Occupied Households

Damage Type	LMI* Owner Occupied			All Owner 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 as the city has a limited amount of affordable housing making it more difficult for the renters to adapt to post-flooding 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 program and has allocated 31.3% of CDBG-DR funding to rehabilitate damaged affordable rental properties outside of floodplain areas.

Table 5: Breakdown of Most Affected Owner-Occupied Households

Location	Quantity Damaged	Average RP FVL	Total RP FVL	LMI Households	LMI RP FVL
Lake Katherine	94	$29,599	$2,782,270	26.6%	28.8%
Central Gills Creek	57	$37,859	$2,157,940	19.3%	21.6%
Wildcat Creek	29	$33,774	$979,432	27.6%	26.1%
Lower Gills Creek	25	$18,069	$451,714	24.0%	17.8%
Penn Branch	23	$26,675	$613,525	30.4%	28.0%
Total	**228**	**$29,195**	**$6,984,881**	**25.6%**	**24.5%**

Source: FEMA IA, July 2016

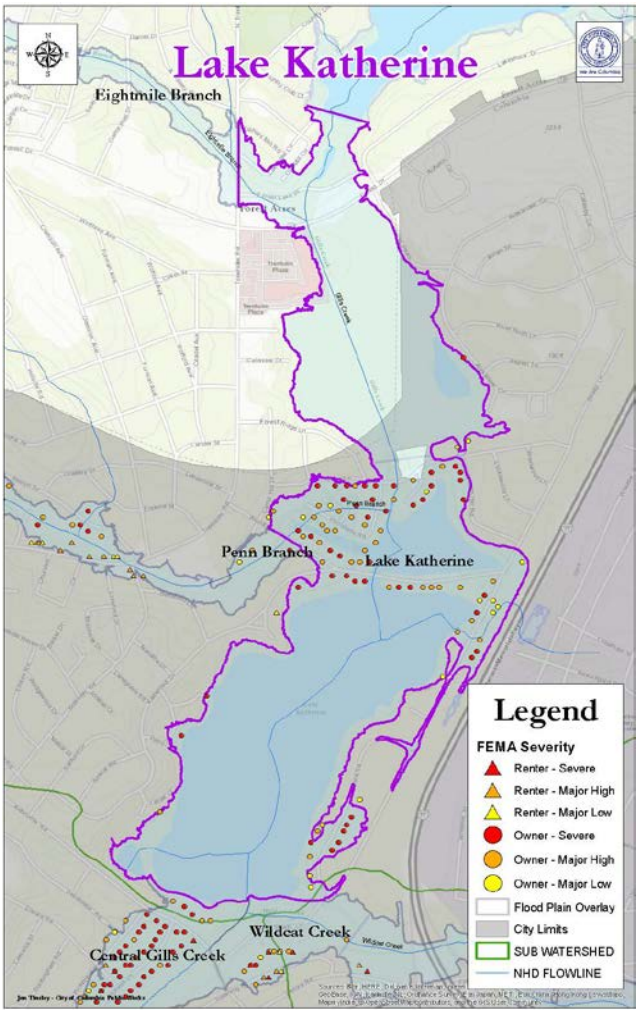
Table 6: Breakdown of Most Affected Renter-Occupied Households

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

3.2.1 Lake Katherine

Residents of Lake Katherine have the highest concentration of Major and Severe owner-occupied damages. Over 35.9% (93 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 over $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 reflecting 28.8% of the damages. No renter occupied properties were reported by FEMA.



An unmet needs analysis of the Lake Katherine area, based upon the best available data from FEMA, shows that there are over $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 unmet needs, 23 of these households are LMI households and have an unmet need of $659,972. Of the 23 LMI households with unmet needs, all sustained Major or Severe damages.

Due to the low concentration of LMI

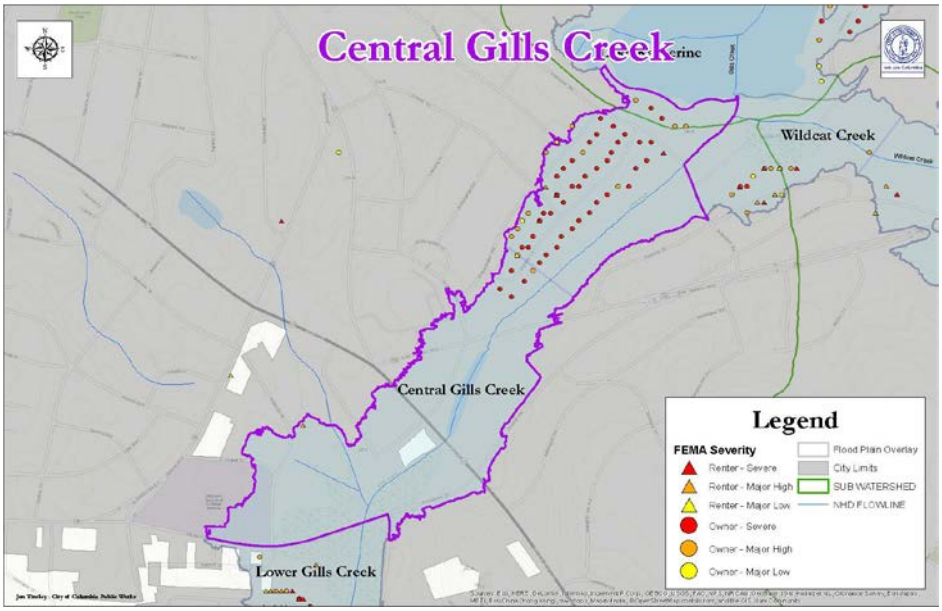
households, it is anticipated that most owners in this area may participate in the Homeowner Rehabilitation and Elevation Assistance Programs. In addition, these homeowners will be eligible to participate in proposed CDBG-DR and FEMA HMGP funded buyout and acquisition programs.

3.2.2 Central Gills Creek

Central Gills Creek has the second highest concentration of Major and Severe owner-occupied damages. Over 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, 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.

An unmet needs analysis of the Central Gills Creek area, based upon the best available data from FEMA, shows that there are over $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 of 7 LMI households that have an unmet need of $294,784. All of these households 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 Homeowner Rehabilitation and Elevation Assistance Programs. In addition, these homeowners in this area will be eligible to participate in the city's proposed CDBG-DR and FEMA buyout and acquisition programs. In addition, LMI tenants will benefit from the Small Rental Repair Program.

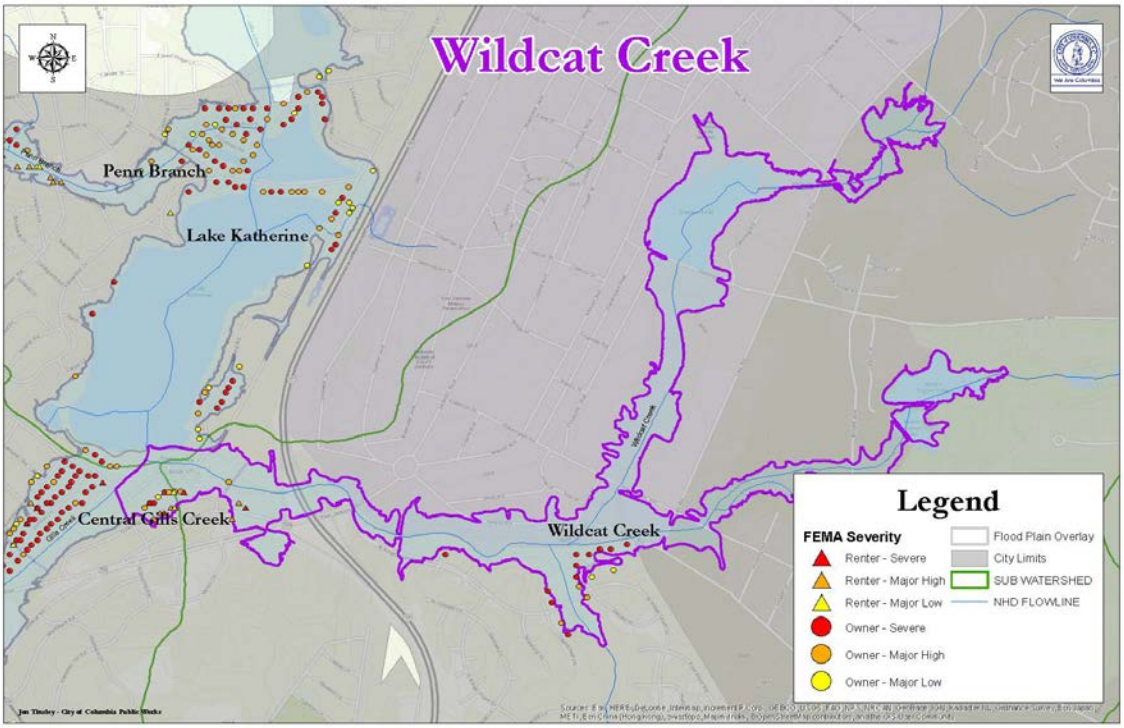


3.2.3 Wildcat Creek

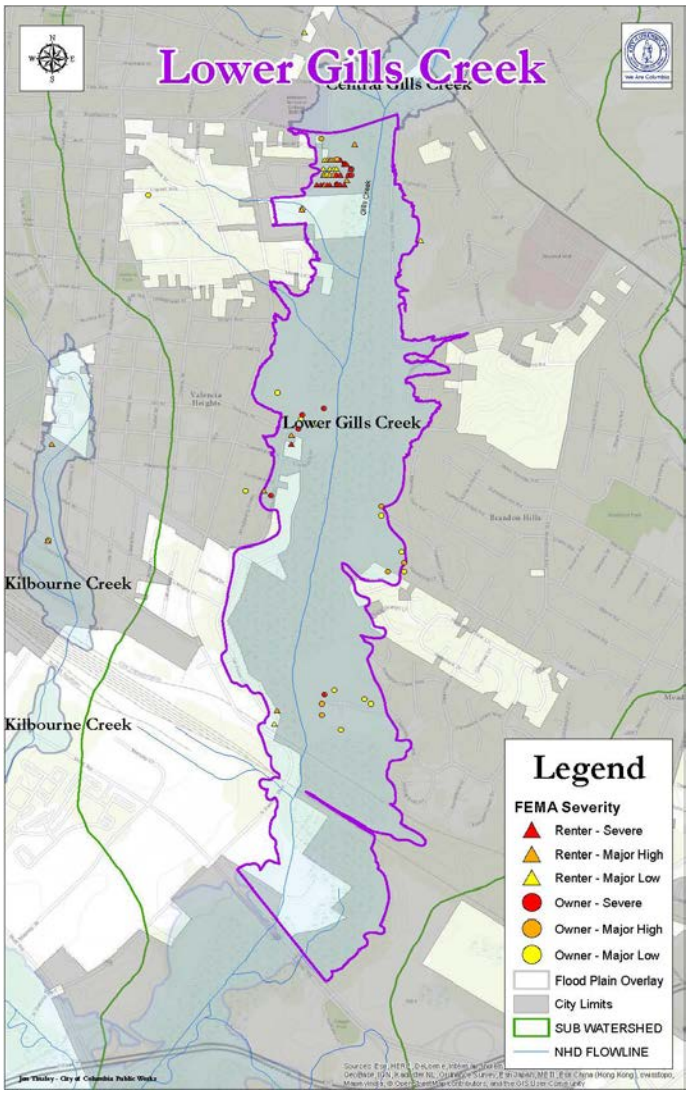
Wildcat Creek has the third highest concentration of Major and Severe owner-occupied damages with 29 dwellings sustaining almost $1 million in damages at an average rate of $33,774 per household. Of the five areas with the most damage, Wildcat Creek homes sustained the second highest estimated loss per household. For the owner-occupied households in the Wildcat Creek area that sustained damages, 27.6% self-reported their income as low to moderate income and these LMI households sustained 26.1% of the area's damages. Additionally, 10 renter occupied households in the Wildcat Creek area were also affected by the flood event. Of these renter occupied households, 80.0% self-reported their income as low to moderate income and sustained 88.8% of all the personal property losses which was the highest at an average rate of $7,739 per household.

An unmet needs analysis of the Wildcat Creek area, based upon the best available data from FEMA, shows that there are over $456,932 worth of damages to 18 owner-occupied properties that have not been otherwise funded. All of these homes sustained Major or Severe damages. Of this number there are only four LMI households that sustained Severe damage with an unmet need of $108,643.

It is anticipated that most owners in this area may participate in the Homeowner Rehabilitation and Elevation Assistance Programs. In addition, these homeowners in this area will be eligible to participate in the city's proposed CDBG-DR and FEMA buyout and acquisition programs. In addition, LMI tenants will benefit from the Small Rental Repair Program.



3.2.4 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 with 17.8% of the monetary damages attributed to LMI households. 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.

An unmet needs analysis of the Lower Gills Creek area, based upon the best available data from FEMA, shows that there are $323,943 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 population there is only one LMI household that sustained Major-Low damage with an unmet need of $8,019.

It is anticipated that most owners in this area may participate in the Homeowner Rehabilitation and Elevation Assistance Programs. In addition, these homeowners in this area will be eligible to participate in the city's proposed CDBG-DR and FEMA buyout and acquisition programs. In addition, LMI tenants will benefit from the Small Rental Repair Program.

3.2.5 Penn Branch

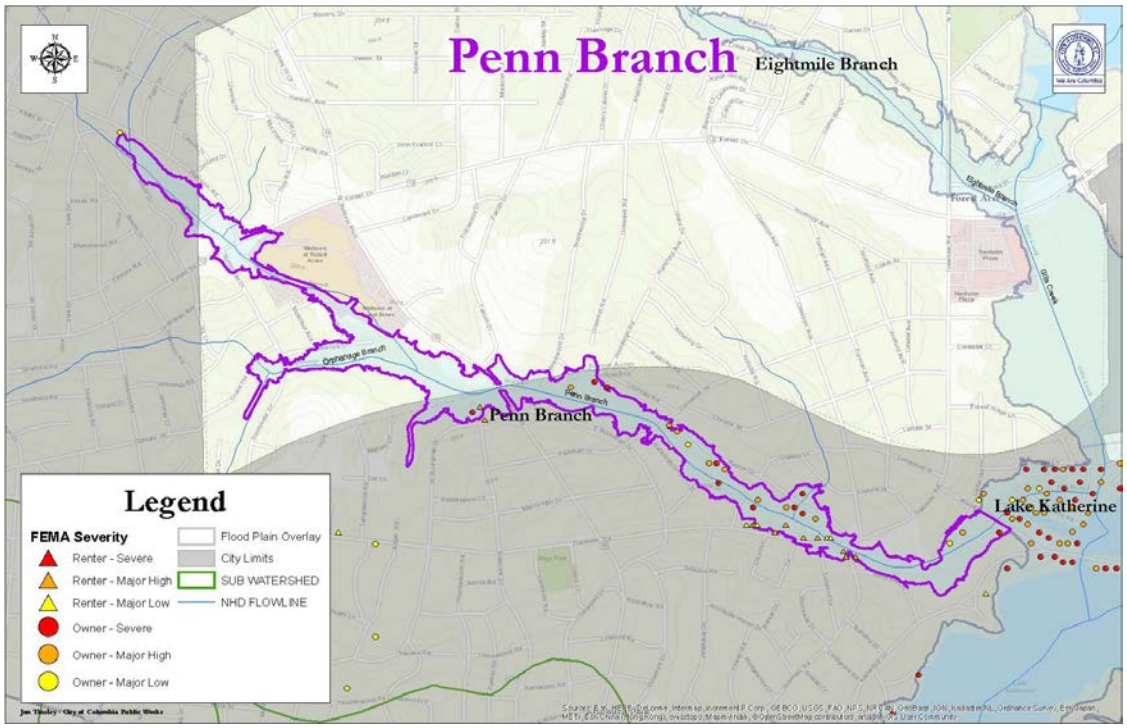
Residents of Penn Branch, a tributary to Lake Katherine, also experienced Major and Severe damages to owner-occupied properties at several locations. In this area there is an even mixture of owner-occupied and rental residential dwellings that experienced Major and Severe losses. A total of 23 owner-occupied dwellings sustained $613,525 in

damages, and 7 owner occupants (30.4%) self-reported their income as low to moderate income. These 7 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.

An unmet needs 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 there are 4 LMI households that sustained damages with an unmet need of $130,008.

It is anticipated that most owners in this area may participate in the Homeowner Rehabilitation and Elevation Assistance Programs. In addition, these homeowners in this area will be eligible to participate in the city's proposed CDBG-DR and FEMA buyout and acquisition programs. In addition, LMI tenants will benefit from the Small Rental Repair Program.



3.2.6 Housing Unmet Needs

Flood impacts to the residents of the City of Columbia were widespread and cannot be underestimated. In order to calculate its assessment of unmet housing needs, the city compared the number and amounts of SBA awards to FEMA verified losses (RL FVL) in

order to determine unmet needs at all levels of damage. This information was used to inform the allocation strategy for the Action Plan.

As can be seen by Table 7, the amount of SBA loans is comparatively high to FEMA's verified loss amounts which can disproportionately affect households with lower damage estimates. This hypothesis is further supported through the RP FVL-SBA replacement value adjustment analysis conducted below, in which IA applicants with both a reported RP FVL and SBA award were compared to determine an unmet need multiplier.

Table 7: Owner-Occupied Households with RP FVL > $0 and SBA Awards

Damage	Quantity Damaged	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. 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. For this reason, the City of Columbia has allocated almost 100% of CDBG-DR resources for this purpose. In addition, the allocation strategy is targeted to address the city's most vulnerable households while also meeting the needs of those that were most impacted by the flood.

Table 8: 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 & SBA, August 2016

3.3 Infrastructure

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 impacts of this breach upon city public facilities and services to the state's capitol. In order to assess unmet infrastructure needs for CDBG-DR funding, the city developed damage assessments in order to participate in FEMA's Public Assistance (PA) program. The following table illustrates how those damages are documented and categorized.

Table 9: FEMA PA Categories

Category	Definition
A	*Debris Removal*
B	*Emergency Protective Measures*
C	*Road Systems and Bridges*
D	*Water Control Facilities*
E	*Public Buildings and Contents*
F	*Public Utilities*
G	*Parks, Recreational and Other Items*

Based on these categories, the city identified its highest level of need in Category D *Water Control Facilities* 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. As of July 2016, the long term mitigation cost to restore the canal to its pre-flood condition for this program is estimated to be between $40 and $50 million. Additional mitigation efforts to reinforce the levee and construct a permanent bypass pumping system to pull water from the nearby rivers are estimated to be an additional $50.0 million dollars. These estimates do not include the almost $10 million in emergency repairs listed in Category B.

The second 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 over $11.1 million.

The third utmost infrastructure need, Category E *Public Buildings and Contents*, is an estimated $2.7 million in repairs of city buildings, the hydroelectric plant and the wastewater system. This amount is expected to assist with $2.5 million in repairs for several buildings that had water damage with the largest building loss being the fire station that was completely submerged by water. An additional $0.2 million is also needed to repair or replace fire and police equipment that was lost or damaged in the flood waters.

Category F *Public Facilities* reflects $2.0 million in repairs to the city's wastewater system to address damages to sewer lift stations and sewer lines. Additionally, $1.5 million was included

to repair the city's hydroelectric plant but this was not identified as a priority as no water can reach the station until the Columbia Canal breaches are repaired.

In addition to the categories listed above, 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.

As shown in Table 10 below, it is estimated that the total amount of infrastructure repairs for the City of Columbia exceeds $75.2 million. Of this amount, the city is responsible to provide a 25% cost share which totals to almost $18.9 million. Although it is not anticipated that FEMA funding will be available to fully fund all of the city's projects, it is important to note that the 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).

Once 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 issue payments for the approved non-Federal share of the eligible project amount. For large projects ($121,800 and above), SCEMD will issue payments for the non-Federal share of 25% of approved eligible project expenditures. As of July 2016, there is $72 million allocated from the state to cover the local match. As such, this allocated amount is anticipated to cover 100% of the city's required match, and the city should not have an unmet infrastructure need related to FEMA's match requirements.

Table 10: Breakdown of FEMA PA Funding by Category

Category	Total	25% Cost Share
A	$605,575	$151,394
B	$11,168,178	$2,792,045
C	$1,500,000	$375,000
D	$50,000,000	$12,500,000
E	$9,669,525	$2,417,381
F	$2,000,000	$500,00
G	$300,200	$75,050
Total	**$75,243,478**	**$18,810,870**

Source: City of Columbia, July 2016

Although the 25% 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 July 2016. In the event that CDBG-DR funds are necessary to complete these type of activities, the city will submit a substantial Action Plan Amendment for HUD's review and approval.

3.4 Economic Development

3.4.1 Damage Assessment

The extensive rainfall and flooding of early October 2015 caused severe impacts to 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 down for an extended period causing significant losses in revenue.

Columbia businesses began to experience the adverse economic impacts of the flooding 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 flooding event are based on a combination of evacuation orders, school closures, outage data, and 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. Over 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, over 58.6% of respondents stated they did not have sufficient insurance to cover their losses.

Based upon SBA data, there are a total of 205 damaged properties (165 businesses) within Columbia with verified losses of over $14.4 million. As of August 2015, SBA has made 165 loans to impacted businesses funding over $12.0 million in loans. The following chart illustrates the quantity of SBA loans by NAICS industry.

Table 11: 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

NAICS Industry	Quantity Approved	Approved Amount*	Total Estimated Damage
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

As can be seen from this table, the most impacted industries were Real Estate, Rental and Leasing; Other Services; and Wholesale Trade.

3.4.2 Unmet Economic Development Needs

To address the unmet needs of businesses impacted by the October 2015 flood, the City of Columbia will provide low interest loans to qualified businesses. By capitalizing the Economic Development Administration (EDA) disaster loan fund with $200,000 in

CDBG-DR funds, the OBO will be able to lend up to $1 million to impacted business owners. Since EDA rules allow for a 4 to 1 capitalization match from the federal government to the local investment into the fund, OBO will be able to make loans up to $100,000 per impacted business.

In order to be eligible for a loan, a business must be located within the corporate limits of the City of Columbia and must demonstrate unmet needs from the storm of greater than $10,000. Funds from the loan can be used for real estate acquisition or upfit, inventory, equipment, and working capital.

3.5 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 vouchers, and Section 8. In conjunction with the city's unmet needs assessment, CHA was requested to assess storm related damages and unmet needs remaining at CHA's administrative buildings, public housing developments, and any development at which CHA has allocated project based vouchers and information related to privately owned units housing participants in the Section 8 Housing Choice Voucher Program.

Subsequent to its assessment, 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 as a result of the flood event. 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 of the project based housing developments were under construction at the time of the October 2015 flood event and were not damaged.

However, 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 over 100 privately owned units damaged with many of the tenants being 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.

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. Damaged Section 8 units will be prioritized during the implementation of CDBG-DR housing programs and repaired as necessary.

3.6 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, or 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. In addition, the United Way reports that there were a total of 311 individuals in the Midlands who 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 the flood event 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 8 shelters to serve displaced households in and around the city. These shelters started opening on October 4, 2015 and served approximately 382 persons for a period of 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 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 who provide volunteer, financial, spiritual, physical, and/or psychological support for persons whose lives have been impacted by the disaster.
- Facilitating coordinated 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 to 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.

The Steering Committee for RL-LTRG was appointed to reflect the diversity of the community and is comprised of members from the American Red Cross, Salvation Army, and United Way of the Midlands along with 3 At-Large members. To date, RL-LTRG has made significant progress in achieving these goals. In addition to a large case management load of over 750 residents located in Richland County, 17 rebuilding projects have been completed and 5 are currently underway in the City of Columbia.

4.0 CDBG-DR Programs

4.1 Program Descriptions

Columbia Homeowner Assistance Program (HAP)
Program Eligible Activity: 105(a)(4)
National Objective: Low- and Moderate-Income Benefit
Activity Allocation: $3,336,150

Overview and Delivery
The proposed City of Columbia Housing Assistance Program (HAP) will be administered by the city's Community Development Department. The program will provide funding to assist owner-occupied households with Major-High and Severe damages. The overall goal of this program is to repair damages directly related to the October 2015 rain and flood event for owner occupied properties with unmet needs that exceed $25,000. In addition, the program will provide assistance to meet elevation requirements where required. Due to budget limitations and 70% LMI requirement, only LMI households will provided assistance.

In order to leverage limited CDBG-DR funding, homeowners eligible for participation in FEMA's Increased Cost of Compliance (ICC) program, must apply for and receive this funding if elevation of the rehabilitated structure is necessary. Assistance for reconstruction of destroyed owner-occupied dwellings will also be provided. In all cases, sufficient federal and non-federal resources must be available to complete rehabilitation and reconstruction projects to HUD and city building code requirements.

Eligible Applicants
Eligibility requirements for participants in this program are as follows:

- 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 registered with FEMA and had their primary residence designated as having sustained Major-High or Severe damages.
- Damaged residence must be a single-unit structure, double-unit structure, 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 is as follows:

- 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 who were not classified by FEMA with Major-High or Severe damages.
- Ineligible structure type.

Prioritization of Applicants
In order to meet the 70% LMI requirements, only LMI households will be eligible for participation in the city's Housing Assistance Program (HAP). In addition, applications for assistance by LMI elderly and disabled applicants will also be given first priority.

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) own and occupy the damaged dwelling as a primary residence for a period of one (1) year after the completion of repairs and issuance of a "Certificate of Occupancy"; and, 3) maintenance of flood insurance in perpetuity, if applicable. Execution of a program covenant memorializing the flood insurance requirement will also be required for homes required to have flood insurance.

Monitoring
Monitoring of program compliance will be performed by city's Community Development Office in accordance with the HAP executed grant agreements, covenant requirements, and the City of Columbia CDBG-DR Monitoring Plan.

Columbia Buyout Program (CBP)

Program Eligible Activity: 105 (a) (1)
National Objective: Low to Moderate Income Benefit, Urgent Need, Elimination of Slums and Blight
Activity Allocation: $2,000,000

Overview and Delivery
The proposed City of Columbia Buyout Program (CBP) will be administered by the city's Community Development Department. The purpose of this voluntary program is to reduce the risk from future flooding by purchasing contiguous residential properties that sustained Major-High or Severe damages located in the floodway or floodplain. Due to the limited amount of funding, the purchase price will be based upon post-disaster Fair Market Value (FMV). Owner-occupants and owners of rental properties will be prioritized as applications are completed and determined to be eligible for funding. All residential properties acquired will be demolished and dedicated in perpetuity to a use that is compatible with open space, recreational uses, natural floodplain functions, ecosystem restoration, or wetlands management practices.

Eligible Applicants
Eligibility requirements for participants in this program are as follows:

- Damaged owner occupied or rental dwelling must be located 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 date of the storm event (October 2015).
- Applicants must have registered with FEMA and had their primary residence designated as having sustained Major-High or Severe damages.
- Damaged residence must be a single-unit structure, double-unit structure, townhome, or condominium.

Ineligible Applicants
Ineligibility criteria for this program is as follows:

- Homes located outside of Columbia city limits.
- Secondary homes.
- Applicants without flood insurance who have received prior federal assistance requiring the maintenance of flood insurance in perpetuity.
- Applicants who were not classified by FEMA with Major-High or Severe damages.
- Ineligible structure type.

Prioritization of Applicants
Owner-occupants and owners of rental properties will be prioritized as applications are completed and determined to be eligible for funding. In addition, the voluntary purchase of continuous properties may also be considered in order to reduce risk of future flooding in designated areas with a high concentration of owner participation in the program.

Use of Funds
CDBG-DR funds will be provided in the form of direct assistance to owners who voluntarily participate in the program. Owners will be paid post-disaster Fair Market Value of the damaged residential dwelling as determined by a primary and review appraiser. Relocation assistance will be provided to any tenants permanently displaced by the buyout.

Monitoring
Monitoring of program compliance will be performed by city's Community Development Office in accordance with the City of Columbia CDBG-DR Monitoring Plan, covenant and reuse requirements/limitations.

Columbia Small Rental Repair Program (SRRP)

Program Eligible Activity: 105(a)(4)
National Objective: Low- and Moderate-Income Benefit
Activity Allocation: $6,565,270

Overview and Delivery
The proposed City of Columbia Small Rental Repair Program (SRRP) will be administered by the city's Community Development Department. The program will provide funding to assist with the repair of storm damaged and non-storm damaged rental properties located outside of the floodplain. The primary goals of SRRP are to assist property owners in repairing storm damaged rental properties while also providing displaced rental households with affordable housing opportunities within the city of Columbia. Once eligible storm damaged rental properties are

repaired, the city may consider the repair of non-damaged rental properties as necessitated by the needs of rental households who have been displaced by the October flood event and as CDBG-DR funding is available. As a requirement to receive CDBG-DR assistance, rental property owners must agree to make rehabilitated rental properties available to existing or displaced LMI households first prior to assisting other LMI rental households. In addition, rental property owners will be required to sign a grant agreement requiring that all rehabilitated units remain affordable for a period of three (3) years. For the purpose of the SRRP, small rental properties are those with one to four rental units, which include single family, duplex, triplex, and quadplex rental buildings on one tax parcel. The rent for an affordable rental unit will be calculated based on the income level of the tenant and the size of the rental unit which should be between 50-80% of the local Fair Market Rate. Rental complexes with 4 units designated as a "substantially rehabilitated building" will be provided with broadband infrastructure. In addition to rehabilitation assistance, the city intends to provide temporary relocation assistance to tenants who are temporarily displaced by rehabilitation activities.

Eligible Applicants

Eligibility requirements for participants in this program are as follows:

- 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 is as follows:

- 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

Damaged rental properties occupied at the time of the storm located outside of the floodplain will be given first priority. Existing rental properties not damaged by the storm will be prioritized based upon the level of need of displaced LMI tenants and as funding remains available.

Use of Funds

Rehabilitation funds will be made available to property owners in the form of a no interest, no payment, forgivable loan requiring property owners to: 1) rent rehabilitated properties to renters whose incomes are below or at 80% AMI, 2) maintain affordable rent levels for three (3) years and 3) maintenance of flood insurance in perpetuity, if applicable. Delivery of 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 property, the property owner will be required to provide the city with a copy of the executed lease as well as tenant income and demographic information. This information shall be provided annually to

the city as property leases are renewed in order to monitor the program's affordability requirements.

Monitoring

Monitoring of program compliance will be performed by city's Community Development Office in accordance with the SRRP executed grant agreements, covenant requirements, and the City of Columbia CDBG-DR Monitoring Plan.

City of Columbia Elevation Reimbursement Program (ERP)

Eligible Activity: 105(a)(4)
National Objective: Low- and Moderate-Income Benefit, Urgent Need
Activity Allocation: $3,490,000

Overview and Delivery

Given constrained recovery resources, LMI requirements, and identified housing needs, the city is providing limited elevation reimbursement assistance to owner-occupants who initiated their recovery prior to the commitment of CDBG-DR funding. The city recognizes that these owners have incurred significant costs to rebuild more resilient homes and is committed to offsetting some of these recovery costs. 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 reimbursement of CDBG-DR funding to reduce recovery burdens on these households. It is envisioned that this funding coupled with $30,000 in ICC funding will relieve some of the recovery burdens for affected households.

Eligible Applicants

Eligibility requirements for participants in this program are as follows:

- 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 registered with FEMA and had their primary residence designated as having sustained "Severe" damages.
- Damaged residence must be a single-unit structure.
- If applicable, applicants must have applied for FEMA Increased Cost of Compliance (ICC) funding for elevation of their damaged structure.
- Elevation projects started after the city's CDBG-DR grant agreement date 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 outside of Columbia city limits.
- Secondary homes or rental properties.
- Residential structures with more than one unit 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.
- Applicants who are not classified by FEMA with "Severe" damages or required to elevate in accordance with the city's floodplain ordinance.
- Ineligible structure type.

Prioritization of Applicants
All complete applications for assistance will be processed in the order that they are received and as funding remains available.

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, and 2) maintenance of flood insurance in perpetuity on the damaged home as required. For movable housing units, the flood insurance must be maintained at any point that the unit is located in an area requiring flood insurance. Execution of a program covenant memorializing the flood insurance requirement will also be required for homes in located in designated flood plain areas.

Monitoring
Monitoring of program compliance will be performed by city's Community Development Office in accordance with the ERP executed grant agreements, covenant requirements, and the City of Columbia CDBG-DR Monitoring Plan.

City of Columbia Minor Repair Program (MRP)

Eligible Activity: 105(a)(4)
National Objective: Low- and Moderate-Income Benefit
Activity Allocation: $3,398,680 ($2,398,680 in CDBG-DR funds, $1,000,000 CDBG Entitlement Funds)

Overview and Delivery
The proposed City of Columbia Minor Repair Program (MRP) will be administered by the city's Community Development Department. The program will make funding available to assist approximately 700 low-to-moderate income owner-occupied households that sustained Minor-Low and Minor-High damages who have remaining repair needs not covered by the FEMA IA Program and SBA. Funding will address rain/flood damages as well as lead based paint, asbestos, and other repairs necessary to bring LMI dwellings up to the Columbia Property Maintenance Code and ensure that these housing units are more resilient to future natural hazards. Elderly and disabled applicants will be given first priority for assistance.

Eligible Applicants
Eligibility requirements for participants in this program are as follows:

- 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 registered with FEMA and had their primary residence designated as having sustained Minor-High and Minor-Low damages.
- Damaged residence must be a single-unit structure, double-unit structure, townhome, or condominium.
- Applicants must be below 80% AMI at application intake.

Ineligible Applicants

Ineligibility criteria for this program is as follows:

- Homes located outside of Columbia city limits.
- Secondary homes or rental properties.
- Residential structures with more than two units or rental properties.
- Non-LMI households.
- 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.
- Ineligible structure type.

Prioritization of Applicants

Elderly and disabled LMI households will be given first priority for participation in MRP. Remaining applications for assistance by LMI households will be processed in the order that they are completed and determined to be eligible.

Use of Funds

Delivery of 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 repair work orders; 2) ownership and occupancy of the home for not less than one (1) year after the completion of repairs and issuance of a “Certificate of Occupancy”; and, 3) maintenance of flood insurance in perpetuity on the damaged home, if required. For movable housing units, the flood insurance must be maintained at any point that the unit is located in an area requiring flood insurance. Execution of a program covenant memorializing the flood insurance requirement will also be required for homes in located in designated flood plain areas.

Monitoring

Monitoring of program compliance will be performed by city’s Community Development Office in accordance with the MRP executed grant agreements, covenant requirements, and the City of Columbia CDBG-DR Monitoring Plan.

City of Columbia Economic Development Administration (EDA) Disaster Loan Fund Capitalization
Eligible Activity: 105 (a) (17)
National Objective: Urgent Need, Elimination of Slums and Blight
Activity Allocation: $200,000

Overview and Delivery
To address the unmet needs of businesses impacted by the October 2015 storms, the City of Columbia will provide low interest loans to qualified businesses. By capitalizing the EDA disaster loan fund with $200,000 in CDBG-DR funds, the City of Columbia's Office of Business Opportunity (OBO) will be able to lend up to $1 million to impacted businesses. Since EDA rules allow for a 4-to-1 capitalization match from the federal government to the local investment into the fund, OBO will make loans up to $100,000 per impacted business.

Eligible Applicants
Eligibility requirements for participants in this program are as follows:

- Business must be located within Columbia City Limits.
- Business owners must have owned and operated the business as of and prior to the date of the storm event (October 2015).
- Businesses must demonstrate an unmet need of $10,000 or more which is directly attributable to the October 2015 rain/flood disaster.
- Businesses must have secured funding through another bank allowing CDBG-DR funds to serve as a gap loan to cover unfunded project costs. The CDBG-DR loan and bank loan must close within 45 days of each other.
- Business must meet the city's standard underwriting criteria for commercial revolving loans.

Ineligible Applicants
Ineligibility criteria for this program is as follows:

- Businesses located outside of Columbia city limits.
- Businesses that cannot demonstrate an unmet need of $10,000 or more directly attributable to the October 2015 rain/flood disaster.
- Businesses without bank participation or financing.

Prioritization of Applicants
Applicants will be considered on a first come, first serve basis determined by the date in which the city receives a completed loan application.

Use of Funds
Funds will be provided to eligible businesses in the form of a low interest loan for terms of up to 25 years depending upon the use of funds. The interest rate for the CDBG-DR loan will be 1% below the prime rate with a minimum of 4.00%. Funds from the loan can be used for real estate acquisition or upfit, inventory, equipment, and working capital.

Monitoring
Monitoring of program compliance will be performed by city's Community Development Office in accordance with the EDP Office of Business Opportunities (OBO) executed loan agreements and the City of Columbia CDBG-DR Monitoring Plan.

4.2 Planning and Coordination

The City of Columbia has created a multi-departmental work group that is providing oversight of the city's flood recovery process. The city's Community Development Department, which is responsible for the management and monitoring of all CDBG-DR programs, actively participates in the work group to ensure internal coordination with other city departments and agencies directly involved in the administration of CDBG-DR programs.

In addition, the City of Columbia is actively coordinating the city's flood recovery efforts with the South Carolina Disaster Recovery Office, Richland County, and Lexington County in order to ensure consistency in recovery data, duplication of benefit calculations, the environmental review process, and program design. These coordinated efforts will be continued during the CDBG-DR recovery process to promote consistency and effectively manage the expectations of program applicants and minimize confusion regarding available CDBG-DR disaster recovery services and benefits.

4.3 Leveraging Funds

4.3.1 Overview

In order to maximize the impact of the CDBG-DR funding provided to the city, 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 utilize existing relationships and strive to create new partnerships with other federal and state agencies, corporations, foundations, nonprofits and other stakeholders as a means of utilizing all viable sources of funding.

CDBG-DR funds will be used to address critical unmet needs that remain following the infusion of funding from other federal sources, including FEMA and the SBA. Existing city resources and other funds from the disaster appropriation will also be examined in an effort to ensure that all available funding is utilized where it is most needed. In addition, the City of Columbia will utilize some of its existing CDBG staff, entitlement program infrastructure and funding to effectively manage CDBG-DR programs as outlined below.

4.3.2 Housing

In an effort to have the greatest impact possible, the city will rely on best practices and experience learned from prior disasters. Additionally, it will be critical to implement a creative approach to utilizing the available funding. 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. Concurrently, the city will take a comprehensive approach when examining how best to assist households with unmet needs. This inclusive strategy will examine the types of

funding sources that are available and how those sources can be combined to create a holistic solution to the issues facing residents and communities.

In order to maximize funding to assist low-to-moderate income households the city has committed $1 million in CDBG Entitlement funding toward the CDBG-DR Minor Repair Program in order to ensure adequate assistance is available to approximately 700 households with unmet recovery needs. In addition, the city has submitted an application to FEMA to ensure sufficient funding for buyout activities.

4.3.3 Economic Development

To address the unmet needs of businesses impacted by the October 2015 flood event, the City of Columbia will provide $200,000 of CDBG-DR funding toward low interest loans to qualified businesses by capitalizing the Economic Development Administration (EDA) Disaster Loan Fund. Leveraging these funds enables the City of Columbia's Office of Business Opportunity (OBO) to lend up to $1M to impacted businesses. As such, OBO will be able to provide loans up to $100,000 per impacted business.

4.3.4 Infrastructure

At this time, the city intends to address unmet infrastructure needs by utilizing the FEMA PA and Hazard Mitigation Grant Programs. In addition, the city will rely upon the state of South Carolina general fund allocation providing the 25% match for local governments toward FEMA disaster recovery projects.

4.4 Protection of People and Property; Construction Methods

4.4.1 Construction Standards

The City of Columbia intends to promote high quality, durable and energy efficient construction methods in all CBDG-DR programs. All newly constructed buildings must meet all city building codes, standards and 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. 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.

At this time, the city is considering the procurement of a third party inspection service in order to ensure that Green Building Standards are met using standardized checklists developed from the above listed programs. In addition, the city will provide training on Green Building standards and standardized checklists to all city staff administering CDBG-DR construction programs, subrecipients, inspectors, and contractors. Compliance with Green Building Requirements will be memorialized in contracts and grant agreements, as applicable. The city, or the city's designee, will monitor each construction program to ensure compliance with these standards.

4.4.2 Quality of Construction, Bonding, and Warranties

In order to ensure quality of construction, the city will require all contractors to meet standardized bonding and insurance requirements for CDBG-DR programs. The city will also ensure that contractors are appropriately licensed and have not been debarred from performing work on federally funded contracts. In addition, all contractors pre-approved for work on city CBDG-DR programs will be required to 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 several opportunities to appeal the quality of work on their properties. In order for a contractor to receive a final payment, property owners will be required to sign off on a "Completion of Work" form that states that all work has been performed in accordance with the construction contract to their satisfaction. In addition, the city will periodically conduct outreach to property owners during the warranty period. At this time, the city intends to issue a notice to the owner halfway during the warranty period (6 months from the date of final inspection) and 1 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.

4.4.3 Dam and Levee Work

At this time, the city's CDBG-DR funding is not allocated to dam or levee work. If funding is allocated to this activity in the future, the city will submit a substantial Action Plan Amendment to HUD and 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.

4.4.4 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. In order to maintain compliance with FEMA regulations, the Columbia City Council passed an updated floodplain ordinance on June 16, 2015. This ordinance requires citizens who are building new structures, making significant improvements to existing structures, or those who have experienced significant damages ("significant" means greater than 50% of the value of the original structure) to follow the new ordinance for residential and non-residential structures. This ordinance requires that all construction meeting the above requirements to be built with the bottom of the lowest finished floor at least 2 feet above the Base Flood Elevation (BFE).

4.4.5 Public Housing, HUD-Assisted Housing and Housing for the Homeless

Details on the city's plans to identify and address the needs of Public Housing, HUD assisted housing, and Housing for the Homeless can be found in the Action Plan Unmet Needs Assessment. In summary, the city has evaluated the needs of the Columbia Housing Authority which have been fully met through private insurance coverage. In addition, the Richland-Lexington Counties Long Term Recovery Group (RL-LTRG), in conjunction with the United Way of the Midlands, have demonstrated sufficient resources to address the city's most vulnerable populations residing in Permanent Supportive Housing, Transitional Housing, and Emergency Shelters.

4.4.6 Broadband Infrastructure

In an effort to extend affordable internet access to children and families living in federally assisted housing, the U.S. Housing and Urban Development (HUD) developed the requirement to ensure 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 is requiring that grantees include these technologies in their program specifications for the substantial improvement of multifamily developments with four or more rental units.

For this reason, the City of Columbia assures HUD that the installation of broadband infrastructure will be included in the rehabilitation and new construction guidelines for all CDBG-DR assisted rental properties with 4 or more rental units.

4.4.7 Disaster-Resistant Housing

The residents of the City of Columbia, through the United Way and RL-LTRG, have existing programs that provide homeless prevention and rapid re-housing assistance to individuals, families at risk of homelessness, and individuals and families experiencing homelessness. The city will continue to work with the United Way and RL-LTRG to provide these services, focusing additional resources as appropriate to solve storm-related issues. Additionally, the city will work with the local Continuum of Care organizations to identify existing transitional and permanent housing programs that can be used to assist impacted individuals and families. The city will also support the expansion of existing programs where necessary to provide stable, permanent housing

and supportive services to affected residents while providing disaster resilient housing to all households.

In addition, the city will work with its partners at the local level to determine the current availability of affordable housing and, as appropriate, capitalize on opportunities to increase the affordable housing stock. In the wake of the October 2015 flood event, the city continues to recognize the there is a need for affordable housing both immediately following a disaster and throughout the recovery continuum. In response, the city is committed to working with its partners to ensure that the rehabilitation and development of affordable housing is a major component of the long-term recovery strategies.

4.4.8 Minimize or Address Displacement (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 subrecipients will be required to demonstrate that they have adopted policies and procedures to minimize displacement in accordance with these regulations and will be monitored by the city to ensure compliance with URA. In addition, the city and any subrecipients will consider the adoption of Optional Relocation Policies for voluntary housing programs that may result in temporary displacement of residents affected by the flood event. All tenants permanently displaced by CDBG-DR project activities will be provided relocation benefits in accordance with URA requirements.

4.4.9 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.

4.4.10 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 Risk Assessment, the following procedures have been developed.

4.4.10.1 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 12: Monitoring Staff

Staff Position	Program Areas
Community Development Administrator	CDBG, HOME, HOPWA
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 Columba CDBG-DR Pre-Award Implementation Plan.*

In addition to the City of Columbia Monitoring Strategy, the city also issues sub-recipients with 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. In addition 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 Sub-recipient 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, City 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.

4.4.10.2 Applicant Monitoring

In order 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 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. Compliance and monitoring plans and reports will be made available to HUD upon request.

4.4.10.3 Internal Auditor

In conjunction with the administration and oversight of CDBG-DR funding, the City of Columbia will hire an independent internal auditor who will report 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*.

4.4.10.4 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 subrecipients. 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.

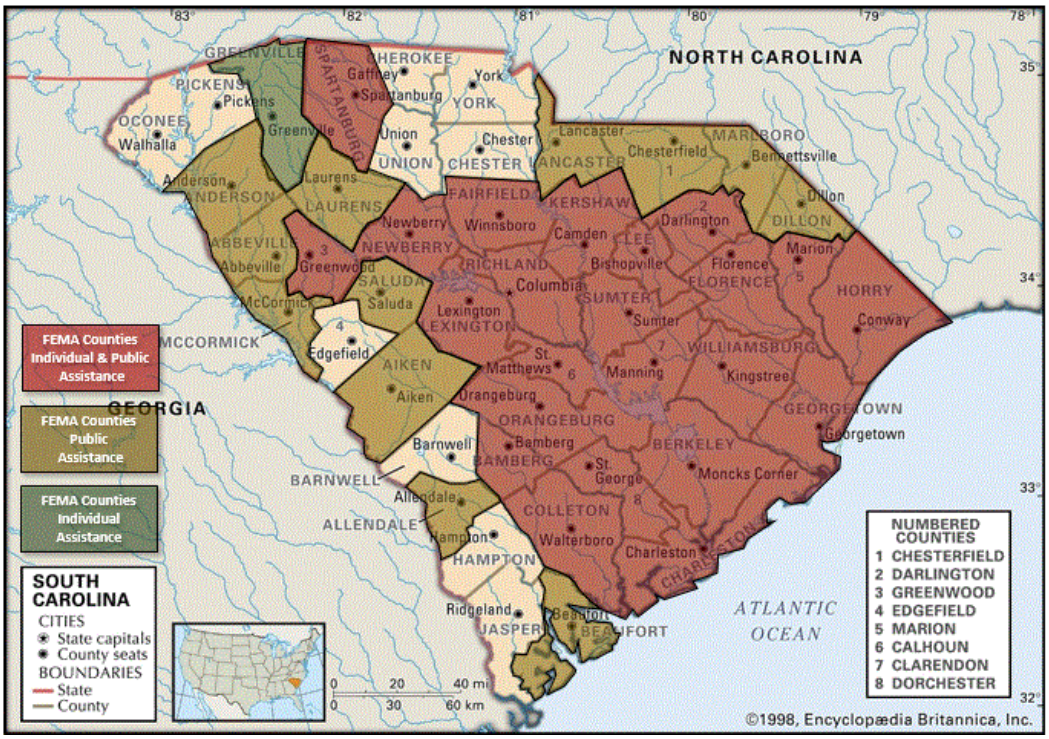
It is important to note that Conflict of Interest statements are included in the City of Columbia Personnel Policies and all sub-recipient grant agreements. These statements mandate that no person who exercises or has exercised any functions or responsibilities with CDBG-DR activities shall obtain a 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, subrecipient 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, subrecipients, and applicants. For CDBG-DR program staff, subrecipients, 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 Flood Recovery Website will have the phone number of city and federal law enforcement agencies in order for external parties to report allegations of fraud.

5.0 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 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. As of July 2016, no additional mitigation measures are anticipated, but the City of Columbia is evaluating the existing FEMA Programmatic Agreement (PA) and Addendum in order to streamline the environmental clearance process. If the city elects to sign on to the FEMA Programmatic Agreement and Addendum, there may be additional mitigation and/or treatment measures that are required which 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.

6.0 Clarity of Plan and Citizen Participation

6.1 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 subrecipients.

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 6.3, *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'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 and subsequent notices will be posted in *The State* newspaper and will also be 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 will also display 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 also 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

6.2 Citizen Grievances or Complaints

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 subrecipients, 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 subrecipient'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.

6.3 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 broadcasted 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 plans to provide 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 will hold its final outreach session on the evening of August 25, 2016 at the Drew Wellness Center, a centrally located public facility. Comments on the plan will be accepted by mail, email, fax, or submittal via the city's CDBG-DR flood recovery website. Comments and concerns raised in this session will be incorporated in the City's final Action Plan.

The Action Plan made available to the public includes 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 which is Section 508 compliant. 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 _____date with a 14-day deadline for public comments ending on _____date. 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 will be incorporated into the final Action Plan submitted to HUD for review and approval.

6.4 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:

6.4.1 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.

6.4.2 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.

6.4.3 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.

6.5 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.

6.6 Summary of Public Comments & Response

As previously stated, the City of Columbia CDBG-DR Action Plan was posted for public comment from _____, 2016 through _____, 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.

Comments were accepted via mail, fax, email and the city's CDBG-DR website. _____ comments were received during the public comment period. A summary of those comments and the city's responses can be found below.

6.7 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 as attached a completed and executed Federal form SF-424 signed by the City of Columbia Manager as Exhibit A.

7.0 Conclusion

7.1 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.

7.2 Pre-Award, Pre-Agreement, and Reimbursement

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.

7.3 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.

7.4 Deadlines

Included as part of the City's Action Plan is the "*City of Columbia Expenditure and Outcome Timeline"* (Appendix B). 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.

7.5 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.

7.6 City Approval

The City of Columbia CDBG-DR Action Plan was submitted for review and approval of the Columbia City Council on _____, 2016.

8.0 Appendix

8.1 Exhibit A – Certification of Controls, Processes, and Procedures

City of Columbia CDBG-DR Certifications

a. The City of Columbia certifies that it has in effect and is following a residential anti-displacement and relocation assistance plan in connection with any activity assisted with funding under the CDBG program.

b. The City of Columbia certifies its compliance with restrictions on lobbying required by 24 CFR part 87, together with disclosure forms, if required by part 87.

c. The City of Columbia certifies that the action plan for Disaster Recovery is authorized under State and local law (as applicable) and that the city, and any entity or entities designated by the city, subrecipient, or designated public agency carrying out an activity with CDBG-DR funds, possess(es) the legal authority to carry out the program for which it is seeking funding, in accordance with applicable HUD regulations and this notice. The city certifies that activities to be undertaken with funds under this notice are consistent with the approved Action Plan.

d. The City of Columbia certifies that it will comply with the acquisition and relocation requirements of the URA, as amended, and implementing regulations at 49 CFR part 24, except where waivers or alternative requirements are provided for in this notice.

e. The City of Columbia certifies that it will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulations at 24 CFR part 135.

f. The City of Columbia certifies that it is following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105 or 91.115, as applicable (except as provided for in notices providing waivers and alternative requirements for this grant). Also, each subrecipient carrying out CDBG-DR programs on behalf of the city must follow the approved citizen participation plan that satisfies the requirements of 24 CFR 570.486 (except as provided for in notices providing waivers and alternative requirements for this grant).

g. The City of Columbia certifies that it is complying with each of the following criteria:

1. Funds will be used solely for necessary expenses related to disaster relief, long-term recovery, restoration of infrastructure and housing, and economic revitalization in the most impacted and distressed areas for which the President declared a major disaster in 2015 pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act

of 1974 (42 U.S.C. 5121 *et seq.*) related consequences of Hurricane Joaquin and adjacent storm systems, Hurricane Patricia, and other flood events.

2. With respect to activities expected to be assisted with CDBG-DR funds, the action plan has been developed so as to give the maximum feasible priority to activities that will benefit low- and moderate-income families.

3. The aggregate use of CDBG-DR funds shall principally benefit low- and moderate-income families in a manner that ensures that at least 70 percent (or another percentage permitted by HUD in a waiver published in an applicable Federal Register notice) of the grant amount is expended for activities that benefit such persons.

4. The City of Columbia will not attempt to recover any capital costs of public improvements assisted with CDBG-DR grant funds, by assessing any amount against properties owned and occupied by persons of low- and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless: (a) Disaster recovery grant funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under this title; or (b) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the city certifies to the Secretary that it lacks sufficient CDBG funds (in any form) to comply with the requirements of clause (a).

h. The City of Columbia certifies that the grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations, and that it will affirmatively further fair housing.

i. The City of Columbia certifies that it has adopted and is enforcing the following policies:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such nonviolent civil rights demonstrations within its jurisdiction.

j. The City of Columbia certifies that it (and any subrecipient or administering entity) currently has or will develop and maintain the capacity to carry out disaster recovery activities in a timely manner and that the city has reviewed the requirements of this notice and requirements of Public Law 114-113 applicable to funds allocated by this notice, and certifies to the accuracy of Risk Analysis Documentation submitted to demonstrate that it has in place proficient financial controls and procurement processes; that it has adequate procedures to prevent any duplication of benefits as defined by section 312 of the Stafford Act, to ensure timely expenditure of funds; that it has to maintain a comprehensive disaster recovery Web site to ensure timely communication of application status to applicants for disaster recovery assistance, and that its implementation plan accurately describes its current capacity and how it will address any capacity gaps.

k. The City of Columbia certifies that it will not use CDBG-DR funds for any activity in an area identified as flood prone for land use or hazard mitigation planning purposes by the State, local, or tribal government or delineated as a Special Flood Hazard Area in FEMA's most current flood advisory maps, unless it also ensures that the action is designed or modified to minimize harm to or within the floodplain, in accordance with Executive Order 11988 and 24 CFR part 55. The relevant data source for this provision is the State, local, and tribal government land use regulations and hazard mitigation plans and the latest-issued FEMA data or guidance, which includes advisory data (such as Advisory Base Flood Elevations) or preliminary and final Flood Insurance Rate Maps.

l. The City of Columbia certifies that its activities concerning lead based paint will comply with the requirements of 24 CFR part 35, subparts A,B,J,K and R.

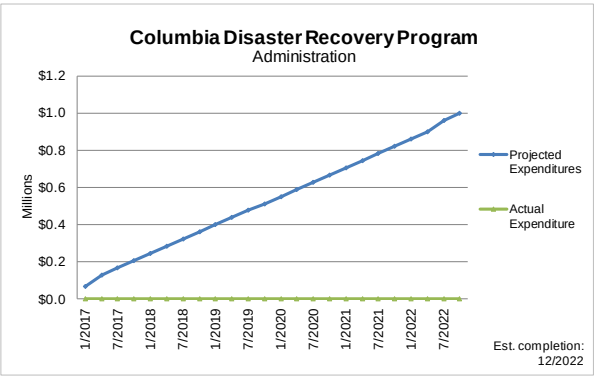
m. The City of Columbia certifies that it will comply with all applicable laws.

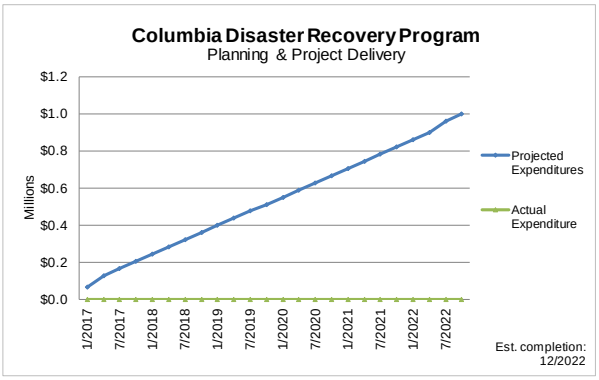
_____ _____

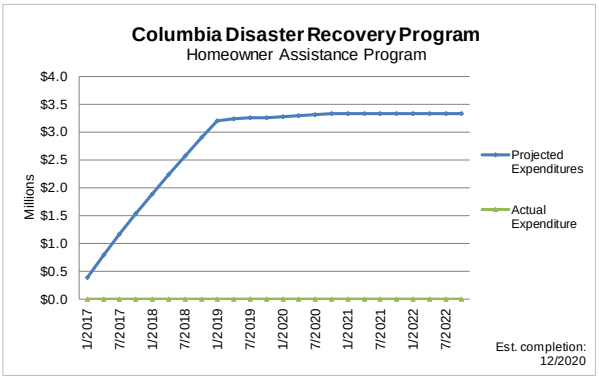
Teresa Wilson, City of Columbia City Manager Date

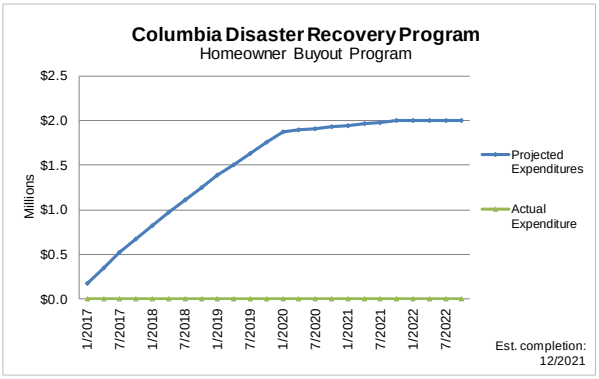
8.2 Exhibit B – CDBG-DR Expenditure Projections

Financial









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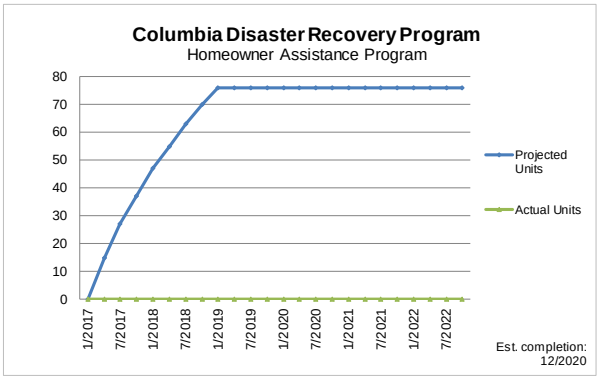

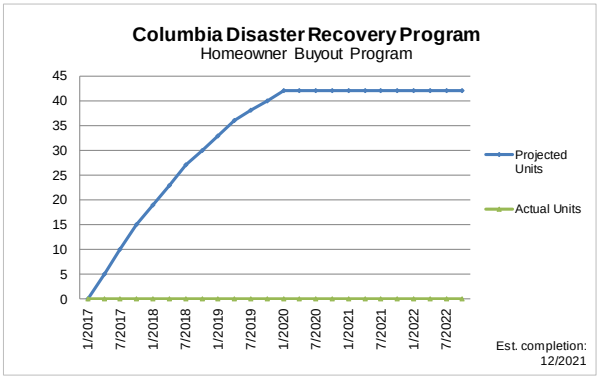

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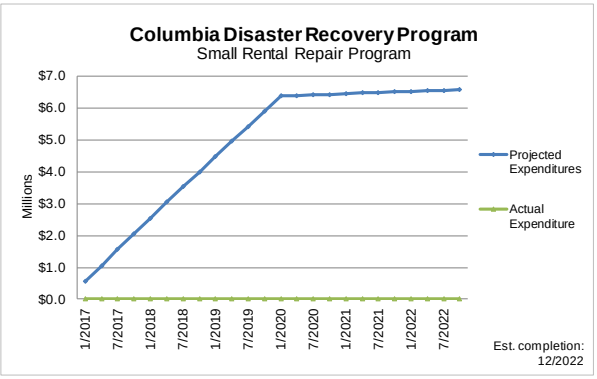

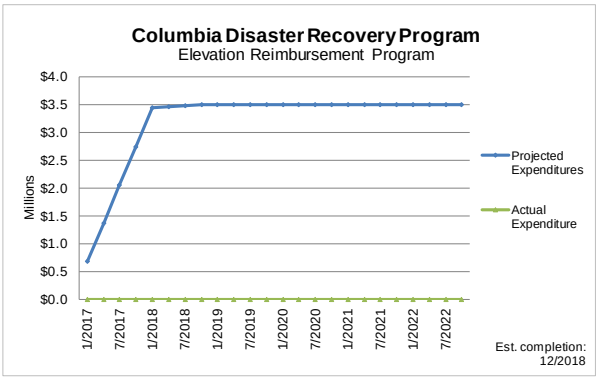

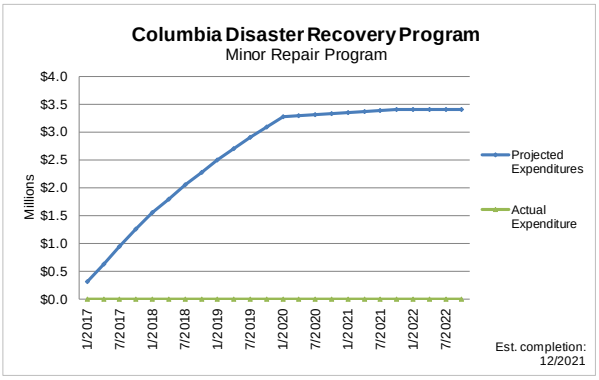

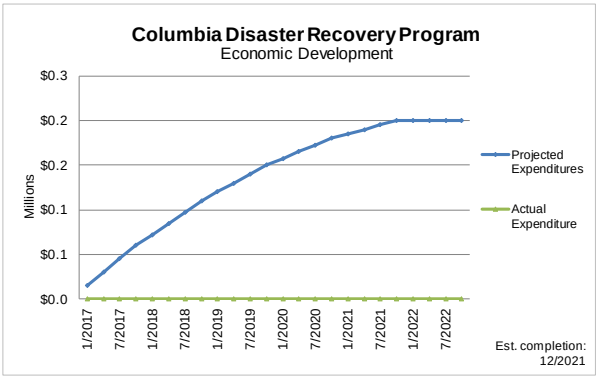

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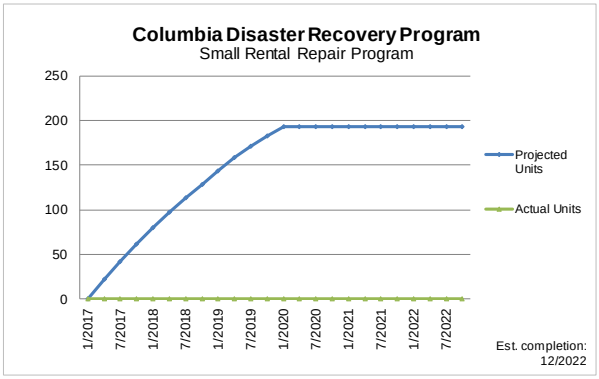
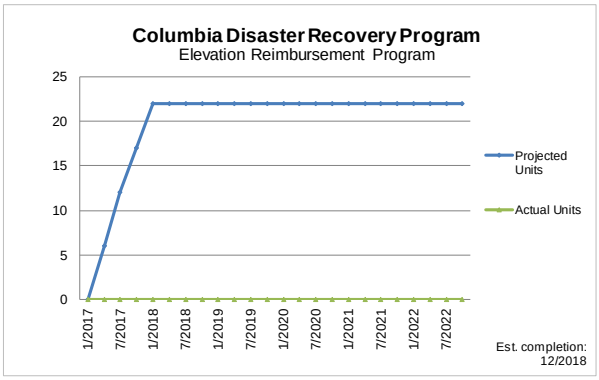
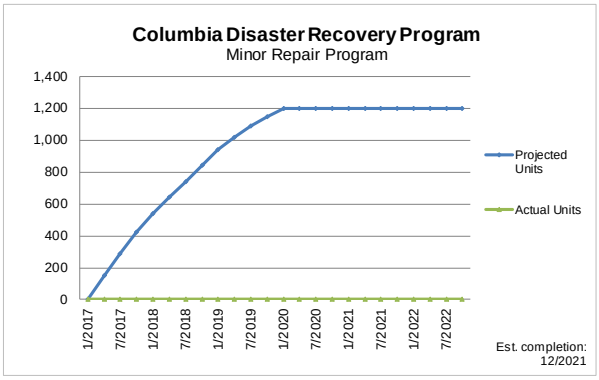
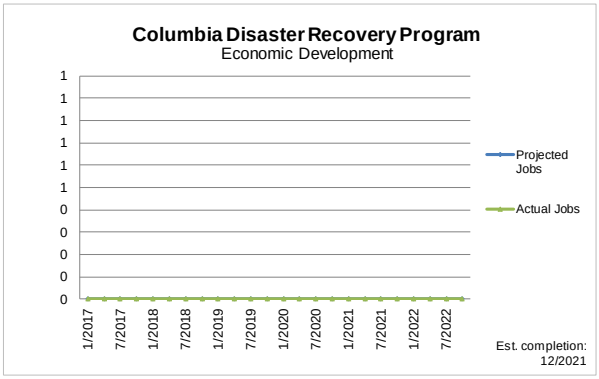








Financial Projections

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

Financial Projections Continued

Administration	Year 5				Year 6			
Allocation: $999,450	1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022
Projected Expenditures	$707,050	$745,520	$783,990	$822,460	$860,930	$899,450	$959,450	$999,450
Quarterly Projection	$38,470	$38,470	$38,470	$38,470	$38,470	$38,520	$60,000	$40,000
Actual Expenditure	$0	$0	$0	$0	$0	$0	$0	$0
Actual Quarterly Expend (from QPRs)								

Planning & Project Delivery	Year 5				Year 6			
Allocation: $999,450	1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022
Projected Expenditures	$707,050	$745,520	$783,990	$822,460	$860,930	$899,450	$959,450	$999,450
Quarterly Projection	$38,470	$38,470	$38,470	$38,470	$38,470	$38,520	$60,000	$40,000
Actual Expenditure	$0	$0	$0	$0	$0	$0	$0	$0
Actual Quarterly Expend (from QPRs)								

Homeowner Assistance Program	Year 5				Year 6			
Allocation: $3,336,150	1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022
Projected Expenditures	$3,336,150	$3,336,150	$3,336,150	$3,336,150	$3,336,150	$3,336,150	$3,336,150	$3,336,150
Quarterly Projection	$0	$0	$0	$0	$0	$0	$0	$0
Actual Expenditure	$0	$0	$0	$0	$0	$0	$0	$0
Actual Quarterly Expend (from QPRs)								

Homeowner Buyout Program	Year 5				Year 6			
Allocation: $2,000,000	1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022
Projected Expenditures	$1,947,500	$1,965,000	$1,982,500	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000
Quarterly Projection	$17,500	$17,500	$17,500	$17,500	$0	$0	$0	$0
Actual Expenditure	$0	$0	$0	$0	$0	$0	$0	$0
Actual Quarterly Expend (from QPRs)								

Small Rental Repair Program	Year 5				Year 6			
Allocation: $6,565,270	1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022
Projected Expenditures	$6,442,770	$6,460,270	$6,477,770	$6,495,270	$6,512,770	$6,530,270	$6,547,770	$6,565,270
Quarterly Projection	$17,500	$17,500	$17,500	$17,500	$17,500	$17,500	$17,500	$17,500
Actual Expenditure	$0	$0	$0	$0	$0	$0	$0	$0
Actual Quarterly Expend (from QPRs)								

Elevation Reimbursement Program	Year 5				Year 6			
Allocation: $3,490,000	1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022
Projected Expenditures	$3,490,000	$3,490,000	$3,490,000	$3,490,000	$3,490,000	$3,490,000	$3,490,000	$3,490,000
Quarterly Projection	$0	$0	$0	$0	$0	$0	$0	$0
Actual Expenditure	$0	$0	$0	$0	$0	$0	$0	$0
Actual Quarterly Expend (from QPRs)								

Minor Repair Program	Year 5				Year 6			
Allocation: $3,398,680	1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022
Projected Expenditures	$3,346,180	$3,363,680	$3,381,180	$3,398,680	$3,398,680	$3,398,680	$3,398,680	$3,398,680
Quarterly Projection	$17,500	$17,500	$17,500	$17,500	$0	$0	$0	$0
Actual Expenditure	$0	$0	$0	$0	$0	$0	$0	$0
Actual Quarterly Expend (from QPRs)								

Economic Development	Year 5				Year 6			
Allocation: $200,000	1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022
Projected Expenditures	$185,000	$190,000	$195,000	$200,000	$200,000	$200,000	$200,000	$200,000
Quarterly Projection	$5,000	$5,000	$5,000	$5,000		$0	$0	$0
Actual Expenditure	$0	$0	$0	$0	$0	$0	$0	$0
Actual Quarterly Expend (from QPRs)								

Total Expenditures	Year 5				Year 6			
Allocation: $20,989,000	1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022
Projected Expenditures	$20,161,700	$20,296,140	$20,430,580	$20,565,020	$20,659,460	$20,754,000	$20,891,500	$20,989,000
Quarterly Projection	$134,440	$134,440	$134,440	$134,440	$94,440	$94,540	$137,500	$97,500
Actual Expenditure	$0	$0	$0	$0	$0	$0	$0	$0
Actual Quarterly Expend (from QPRs)	$0	$0	$0	$0	$0	$0	$0	$0

Performance Projections

Homeowner Assistance Program	Year 1				Year 2			
Households: 76	1/2017	4/2017	7/2017	10/2017	1/2018	4/2018	7/2018	10/2018
Projected Units	0	15	27	37	47	55	63	70
# of Housing Units (Quarterly Projection)	0	15	12	10	10	8	8	7
Actual Units	0	0	0	0	0	0	0	0
# of Housing Units (Populated from QPR Reporting)								

Homeowner Buyout Program	Year 1				Year 2			
Households: 42	1/2017	4/2017	7/2017	10/2017	1/2018	4/2018	7/2018	10/2018
Projected Units	0	5	10	15	19	23	27	30
# of Housing Units (Quarterly Projection)	0	5	5	5	4	4	4	3
Actual Units	0	0	0	0	0	0	0	0
# of Housing Units (Populated from QPR Reporting)								

Small Rental Repair Program	Year 1				Year 2			
Households: 193	1/2017	4/2017	7/2017	10/2017	1/2018	4/2018	7/2018	10/2018
Projected Units	0	22	42	62	80	98	114	129
# of Housing Units (Quarterly Projection)	0	22	20	20	18	18	16	15
Actual Units	0	0	0	0	0	0	0	0
# of Housing Units (Populated from QPR Reporting)								

Elevation Reimbursement Program	Year 1				Year 2			
Households: 22	1/2017	4/2017	7/2017	10/2017	1/2018	4/2018	7/2018	10/2018
Projected Units	0	6	12	17	22	22	22	22
# of Housing Units (Quarterly Projection)	0	6	6	5	5			
Actual Units	0	0	0	0	0	0	0	0
# of Housing Units (Populated from QPR Reporting)								

3 years

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

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)								

3 years

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								

We Are Columbia

MEETING DATE: **September 6, 2016**

DEPARTMENT: **Legal**

FROM: ***Shari Ardis, Legal Administrator***

SUBJECT: **Ordinance No.: 2016-083 - Granting an Easement to South Carolina Electric and Gas Company (SCE&G) along a portion of 4011 Beltline Boulevard, Richland County TMS#11610-05-26 for utilities to serve the City's new Water and Wastewater Office Facility; CF#250-412**

FINANCIAL IMPACT:

ATTACHMENTS:

- 2016-083 SCEG Easement City Water-Wastewater Facility 4011 Beltline (PDF)

ORDINANCE NO.: 2016-083

Granting an Easement to South Carolina Electric and Gas Company (SCE&G) along a portion of 4011 Beltline Boulevard, Richland County TMS#11610-05-26 for utilities to serve the City's new Water and Wastewater Office Facility; CF#250-412

WHEREAS, South Carolina Electric & Gas Company (SCE&G) has made a request for an easement crossing the City-owned property identified as 4011 Beltline Boulevard, Richland County TMS #11610-05-26, for installation of electric lines to serve the new facility; and,

WHEREAS, the plans for the proposed utility installations have been reviewed and approved by the Department of Utilities & Engineering and there are no conflicts with existing nor planned City utilities; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this _____ day of _____, 2016, for and in consideration of the sum of One and No/100 ($1.00) Dollar, each to the other paid, the City Manager is hereby authorized to execute an easement on behalf of the City of Columbia to **SOUTH CAROLINA ELECTRIC & GAS COMPANY** for ingress, egress, installation and maintenance of electric lines and appurtenances along 4011 Beltline Boulevard, Richland County TMS #11610-05-26.

The referenced easement is shown on a drawing prepared for "Columbia Waste Water Division", sheet 1 of 1, Drawing #D-080150, and being on file in the office of the Department of Utilities and Engineering under file reference #250-412. A copy of said drawing being attached hereto and made a part hereof as Exhibit "A".

Requested by:

Assistant City Manager Gentry

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:

_____
City Attorney

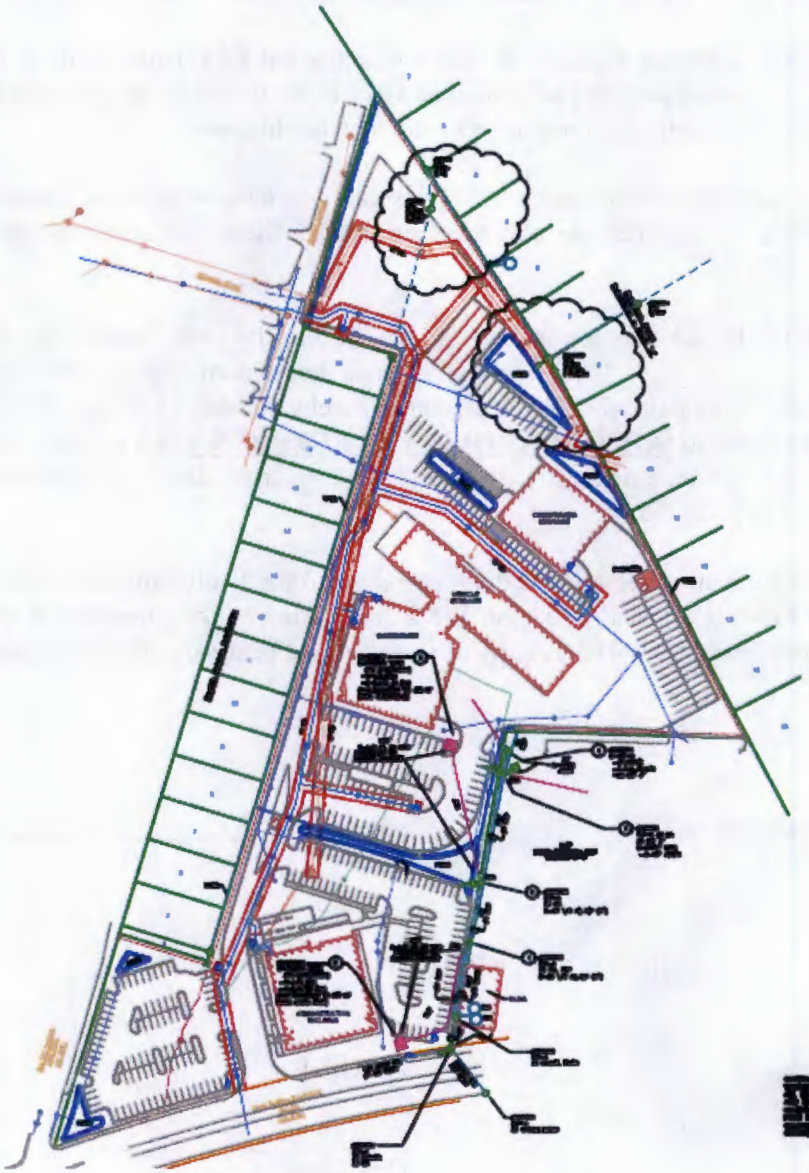
ATTEST:

_____
City Clerk

Introduced
Final Reading

DRAFT

EXHIBIT "A"
SCE&G DRAWING #D-080150
PROJECT NAME: COLUMBIA WASTE WATER DIVISION



[redacted]

Last revised: 8/12/2016
1617080298

We Are Columbia

MEETING DATE: **September 6, 2016**

DEPARTMENT: **Legal**

FROM: ***Shari Ardis, Legal Administrator***

SUBJECT: **Ordinance No.: 2016-084 - Authorizing the conveyance of approximately 0.010 acre (428 square feet) portion of Richland County TMS #22906-04-22 to Richland County for Intersection Improvements at North Springs Road (S40-1834) and Risdon Way (S40-2271); CF#250-398**

FINANCIAL IMPACT:

ATTACHMENTS:

- 2016-084 convey ROW N Springs-Risdon Way Project to Richland County (PDF)

ORDINANCE NO.: 2016-084

Authorizing the conveyance of approximately 0.010 acre (428 square feet) portion of Richland County TMS #22906-04-22 to Richland County for Intersection Improvements at North Springs Road (S40-1834) and Risdon Way (S40-2271); CF#250-398

WHEREAS, Richland County has made a request for conveyance of right of way containing 0.010 acre (428 square feet) along Richland County TMS #22906-04-22 for the North Springs Road and Risdon Way Intersection Improvements Project funded by the penny tax program; and,

WHEREAS, the project plans have been reviewed and approved by the Department of Utilities & Engineering and there are no conflicts with existing nor planned City utilities; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this ____ day of _____, 2016, for and in consideration of the sum of One and No/100 ($1.00) Dollar, each to the other paid, the City Manager is hereby authorized to execute the Title to Real Estate on behalf of the City of Columbia to **RICHLAND COUNTY** for conveyance of 0.010 acre (428 square feet) portion of Richland County TMS #22906-04-22.

Reference is made to right-of-way drawing prepared for the North Springs Road and Risdon Way Intersection Improvements Project, Project ID 28877, Tract 40, dated May 4, 2016, and being on file in the office of the Department of Utilities and Engineering under file reference #250-398. A copy of said drawing being attached hereto and made a part hereof as Exhibit "A".

Requested by:

Assistant City Manager Gentry

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:

_____
City Attorney

ATTEST:

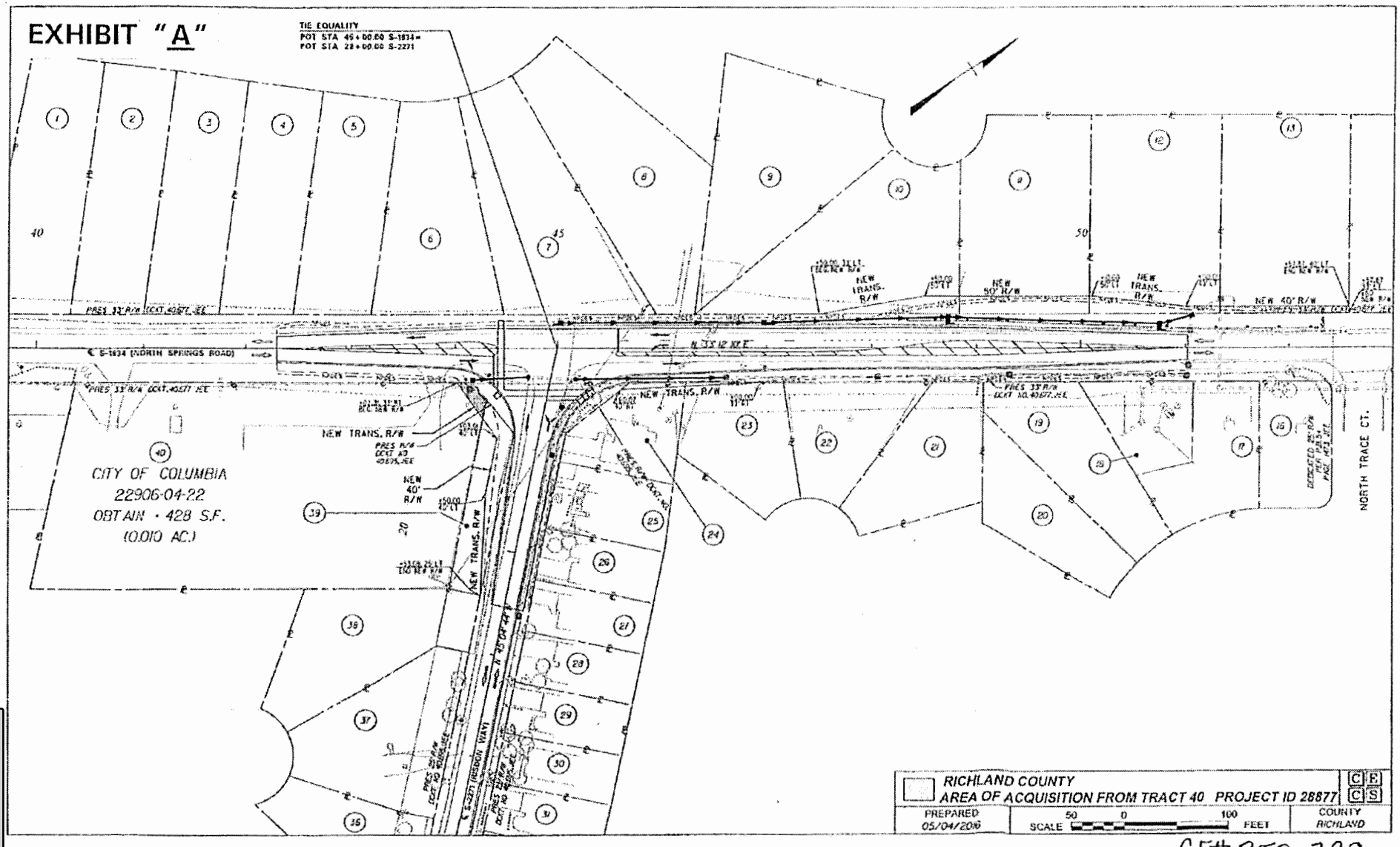
_____
City Clerk

Introduced:
Final Reading:

DRAFT

EXHIBIT "A"

TIE EQUALITY
POT STA 45+00.00 S-1834=
POT STA 28+00.00 S-2271



CF# 250-398

We Are Columbia

MEETING DATE: **September 6, 2016**

DEPARTMENT: **City Council Office**

FROM: ***Elizabeth Gober,***

SUBJECT: **Council is asked to approve the re-appointment of one (1) individual to the Riverbanks Parks Commission.**

FINANCIAL IMPACT:

ATTACHMENTS:

- Riverbanks Park memo 0916 (PDF)

We Are Columbia

TO: Mayor and Members of City Council

FROM: Connie F. Bailey, City Council Office

DATE: August 23, 2016

SUBJECT: Riverbanks Park Commission Appointment

Purpose: The purpose of the Riverbanks Park Commission is responsible for the overall operation and maintenance of Riverbanks Zoo.

Composition: This committee consists of seven commissioners. Columbia City Council, Richland County Council, and Lexington County Council each appoint two (2) members independently and the seventh member is appointed by one of these bodies on a rotating basis. Appointees serve a term of six (6) years.

Action: Council is asked to re-appoint Mr. James Smith, Sr. to another term.

Recommendation: Mr. Satch Krantz and current hair, Ms. Mary Howard recommend the re-appointment for one final term. Letter of recommendation is attached.

- Current District Representation is:
  District 1 – 1
  District 2 – 0
  District 3 – 1
  District 4 – 0
  Not in City Limits – 0

- District Representation of Applicants
  District 1 – 0
  District 2 – 0
  District 3 – 1
  District 4 – 0
  Not in City Limits – 0

Applications Received

James E Smith
312 St. James Street
Columbia, SC 29205
District 3

Investment Advisor
Merrill Lynch/Bank of America

Current Members

	APPOINTED	STARTS	ENDS
James Smith 312 St. James St. Columbia, SC 29205 **City of Columbia**		03/03/2004 9/15/2010	07/21/2010 09/15/2016
Alana Williams 3800 Trenholm Road Columbia, SC 29206 **City of Columbia**	10/07/2014	10/07/2014	10/31/2019

Other Jurisdictional Appointments

Lloyd Liles
Richland County

Phil Bartlett
Richland County

Mary Howard - Chair
Lexington County

Jan Stamps
Lexington County

Bud Tibshrany
At-Large