



**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, OCTOBER 15, 2019**

The Columbia City Council will conduct a Work Session at 2 p.m. and Meeting at 6 p.m. on Tuesday, October 15, 2019 at City Hall, 1737 Main Street, Columbia, SC 29201.

The Honorable Mayor Stephen K. Benjamin

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

The Honorable Moe Baddourah, District III ▪ The Honorable Howard E. Duvall, Jr., At-Large

The Honorable Edward H. McDowell, Jr., District II ▪ The Honorable Daniel J. Rickenmann, District IV

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

WORK SESSION - 2:00 P.M.

CALL TO ORDER

INVOCATION

EXECUTIVE SESSION

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

Vista Depot District

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

Municipal Complex

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

*Municipal Court
Sewer Expansion Fee
Grease Trap Requirement
North East Sewer System Area
Legal Update 2019*



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

Constan Carwash

COUNCIL MEETING - 6:00 P.M.

PLEDGE OF ALLEGIANCE

INVOCATION

ADOPTION OF THE AGENDA

PUBLIC INPUT RELATED TO ITEMS ON THE AGENDA

APPROVAL OF MINUTES

5. Council is asked to approve the August 20, 2019 and September 17, 2019 City Council Meeting Minutes.

CONSENT AGENDA ITEMS 6 THROUGH 25

6. Council is asked to approve a Performance Based Professional Services Agreement for Business License Revenue Enhancement Services, as requested by the Business License Division. Award to CBHBC Corp, LLC d/b/a DataMax Corporation. Payment will be based upon non-compliant businesses found. This vendor is located in Winston Salem, NC.

Funding Source: Business License Revenue (1011403-421100).

Council is asked to approve this performance based agreement for the term specified in the contract and a fee of 25% applicable to the initial fees and penalties collected from non-compliant businesses identified by the firm.

7. Council is asked to approve a Professional Services Agreement to Advise, Amplify, and Advocate for Strengthening and Unifying the Arts and History Community. Award to One Columbia for Arts and History in the amount of \$83,800.00. This firm is located in Columbia, SC.

Funding Source: Accommodations Tax 5% (2035205-688200). The original budget amount is \$83,800.00.



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8. Council is asked to approve the installation of new playground features, park renovations, and amenities surrounding Fairwold Park, Lorick Park, and E.B. Sessions Park, as requested by Parks and Recreation. Award to Great Southern Recreation, LLC in an amount not to exceed \$476,062.23. This vendor is located in Murfreesboro, TN. We also request Council's approval for the execution of the final agreements in a form approved by the City Attorney's Office with final approval by the City Manager.

Funding Source: Community Block Development Grant - CDBG - (2519999). The original budget amount is \$476,062.23.

Funding for these three projects is contingent on the CDBG Action Plan Substantial Amendment which is currently being reviewed for approval. No Purchase Order will be issued and no work is to be done until final approval from Community Development indicating all necessary approvals are in place.

9. Council is asked to approve the purchase of fifty-three (53) 2019 Chevrolet Tahoes Police Pursuit Vehicles for the Columbia Police Department, as requested by Fleet Services. Award to Love Chevrolet, using the South Carolina State Contract in the amount of \$1,759,229.00. This vendor is located in Columbia, SC.

Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment (6308972- 658500). The original budget amount is \$1,759,229.00.

10. Council is asked to approve the cost to outfit fifty-three (53) 2019 Chevrolet Tahoes Police Pursuit Vehicles for the Columbia Police Department, as requested by Fleet Services. Award to Love Chevrolet, with customization and outfitting work to be contracted out to West Chatham Warning Devices, using the South Carolina State Contract in the amount of \$512,449.05. Love Chevrolet is located in Columbia, SC. West Chatham Warning Devices is located in Lexington, SC.

Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment (6308972- 658500). The original budget amount is \$512,449.05.

11. Council is asked to approve the purchase of In-Car Camera Systems, In-Car Printer Systems, GETAC Computers, Utility Rocket Communications Hardware, and In-Car Radios used in patrol vehicles for the Columbia Police Department, as requested by Fleet Services. Award to various vendors using Cooperative Contracts, GSA Contracts, and the South Carolina State Contract in the amount of \$1,045,095.79.

Funding Source: Capital Replacement - Computer Equipment/Hardware (6308972-627500); Capital Replacement - Radio and Electronic Supplies (6308972-623700). The original budget amount is \$1,045,095.79.



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Vendor	Requisition Number	Equipment	Contract/Cooperative Number	Total Purchase
Coban Technologies	R200895	Edge In-Car Camera System	HGAC Buy # EF04-19	\$346,770.72
Insight Public Sector Inc.	R200896	In-Car Printer System	Omnia Partners Cooperative #4400006644	\$58,452.96
Synnex Corporation	R200894	GETAC Computers	GSA Contract #GS-35F-0143R	\$243,544.32
Anixter Inc.	R200897	Utility Rocket Communications Hardware	GSA Contract #GS-07F-6060R	\$95,620.54
Motorola Inc.	R200753	In-Car Radios	South Carolina State Contract #4400021163	\$300,707.25
			Total IT Equipment	\$1,045,095.79

12. Council is asked to approve Construction Change Order #1 for Project WM4388; Water Main Relocation at Murray Lindler Road and Old Lexington Highway, as requested by Columbia Water. Award to Carolina Tap & Bore, Inc. in the amount of \$50,132.00. This firm is located in West Columbia, SC.

Funding Source: 552999-WM438801-658650. The original awarded amount is \$271,238.00, which includes contingency. The original budget amount for this Change Order is \$50,132.00.

This is a Mentor Protégé Program project. Carolina Tap & Bore, Inc. of West Columbia, SC is the Mentor and will provide office and field guidance, purchase materials, and make payment applications at 67.0% (\$215,222.98) of the total contract value. Northeast Backflow of Lugoff, SC is the Protégé and will provide materials at 33.0% (\$106,147.02) of the total contract value.

13. Council is asked to ratify an Emergency Procurement for repairs to Wilmont Avenue as a result of a 20" watermain break, as requested by Columbia Water. Awarded to North American Pipeline Management, Inc in the amount of \$75,588.04. This vendor is located in Marietta, GA.

Funding Source: Engineering Water Sys Improv - Special Projects (5516220- 638500). The original budget amount is \$80,775.00.



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14. Council is asked to approve a Contract Amendment for Project SS7437; Miscellaneous Lift Station Improvements and Backup Power Additions, as requested by Columbia Water. Award to Michael Baker International in the amount of \$135,713.00. This firm is located in Columbia, SC.

Funding Source: 5529999-SS738419-658650. The original budgeted amount for this Amendment is \$135,713.00.

This is a Clean Water 2020 Program Project and a Mentor Protégé Program Project. Michael Baker International is the Mentor and will provide supervision of the Protégé, review of the project reports generated by the Protégé, and follow up as needed at 63.7% (\$285,476.00) of the total contract value. Case Consulting, Inc., a Minority Business Enterprise, of West Columbia, SC is the Protégé and will provide construction reporting and administration services at 20% (\$89,552.00) of the contract value.

The following sub-consultants will provide additional services:

Howard Engineering, Inc., of Marietta, SC will provide electrical engineering design services at 11% (\$50,500.00) of the contract value.

Steadman Associates, Inc., of Columbia, SC will provide site and topographic surveying at 4.9% (\$22,200.00) of contract value.

15. Council is asked to approve a Construction Change Order #1 for Project WM4411/SD8407; Wallace Street Storm Drainage Rehabilitation, as requested by Columbia Water. Award to LAD Corporation in the amount of \$201,950.80. This firm is located in Swansea, SC.

Funding Source: 554999-SD840701-658650 and 5529999-WM441101-658650. The original awarded amount is \$6,659,599.28, which includes contingency. The original budget amount for this Change Order is \$201,950.80.

This is a Mentor Protégé Program project. LAD Corporation of Swansea, SC is the Mentor and will provide stormwater and water line work, flowable fill, and remove/replace asphalt at 75.2% (\$5,162,055.08) of the total contract value. Lexington Earthworks of Gaston, SC is the Protégé and will provide stormwater, water line work, and remove/replace asphalt at 18.5% (\$1,268,495.00) of the total contract value.

The following sub-consultants will provide additional services:

Ferguson Waterworks, a Local Business Enterprise of Elgin, SC will provide waterline material services at 1.6% (\$111,000.00) of the contract value.

Gossett Concrete Pipe of Greenville, SC will provide concrete storm pipe services at 4.7% (\$320,000.00) of the contract value.



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16. Council is asked to approve a Two (2) Month Contract Extension for Magnesium Hydroxide for the Wastewater Treatment Plant, as requested by Columbia Water. Award to Premier Magnesia, LLC in the amount of \$220,000.00. This firm is located in Conshohocken, PA.

Funding Source: Utilities Metro Wastewater Plt - Chemicals (5516208-624800). The original budget amount is \$230,000.00.

17. Council is asked to approve an increase to the Indefinite Delivery Contract for Fiscal Year 2019/2020 for Project SS7304; Wastewater Collection System Manhole Survey, as requested by Columbia Water. Award to Hydrostructures, P.A. in an amount not to exceed \$569,600.00. This firm has headquarters in Pittsboro, NC and a local office in Cayce, SC.

Funding Source: 5516221-SS730401-638305. The original budget amount for this increase is \$569,600.00.

The following sub-consultants will provide additional services:

DESA, Inc., a Minority Business Enterprise of Columbia, SC will provide support manhole inspection tasks at 5% (\$28,480.00) of the original contract value.

Construction Support Services, a Minority Business Enterprise of Columbia, SC will provide survey field work at 10% (\$60,000.00) of the original contract value.

18. Council is asked to approve a Contract Amendment to the Agreement for the Advanced Metering Infrastructure (AMI) Project, as requested by Columbia Water. Award to Badger Meter in the amount of \$5,900,000.00 to add funding for contingencies and for South Carolina State Taxes not provided in the original award. This firm is located in Milwaukee, WI.

Funding Source: 5529999-WM435401-658650. The original budget amount is \$45,000,000.00.

A Columbia Disadvantaged Business Enterprise (CDBE) goal of 25% was placed on the total cost of the meter installation \$10,679,636.15. Farmer Construction, LLC, a CDBE of Columbia, SC will provide installation services at 17.00% (\$1,815,538.15) of the installation service; AOS Contractors, a CDBE of Lexington, SC will provide construction-concrete services for meter installation at 8.28% (\$884,273.87) of the installation service, and XtraLight Manufacturing, Ltd., of Raleigh, NC, will also provide installation of water meters, project management of installations, inventory management and control services at 74.72% (\$7,979,824). The CDBE goals will not change with this amendment since goals are only applied to meter installation and related services.



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19. Council is asked to approve a Contract for Asbestos Abatement, Demolition, Air Monitoring Services, Clearing, Grubbing and Tree Removal Services as requested by Community Development. Award to Corley Construction, LLC, in an amount not to exceed \$641,323.95 which includes contingency. This firm is located in Columbia, SC.

This project is funded through a combination of sources to include FEMA Hazard Mitigation Grant Program 75% for all properties, CDBG Disaster Recovery 25% for Demolition and related services only for specific properties; City Flood Recovery 2534330 25% Demolition and related services for specific properties and 25% of tree removal and related services for all properties. The original budget amount was \$919,034.00.

Corley Construction, LLC of Columbia, SC is the prime contractor for this project. Corley Construction, LLC is a Minority Business Enterprise (MBE).

The following subcontractors will be providing additional services on this contract:

Blocker Construction, a Minority Business Enterprise (MBE), of Irmo, SC will be performing asbestos abatement at \$66,000.00 (11.83%) of the total contract value.

Compliance Center, a Disadvantaged Business Enterprise (DBE) (Woman), of Columbia, SC will be performing project design services at \$2,500.00 (0.44%) of the total contract value.

B & B Summitt Engineering of Ft. Mill, SC will be performing air monitoring services at \$5,500.00 (0.99%) of the total contract value.

20. Ordinance No.: 2019-073 Amend Sec. 23-143 Water service rates and Sec. 23-149 Sewer service rates (a) and Sec. 23-149 Sewer rates

First reading approval was given on October 1, 2019

21. Ordinance No.: 2019-079 Authorizing the City Manager to execute a Contract of Sale between the City of Columbia and Emma L. Chaplin for the sale of 134 Burton Heights Circle, Richland County TMS #11605-05-43

First reading approval was given on October 1, 2019

22. Ordinance No.: 2019-082 Authorizing the City Manager to execute a Contract of Sale between the City of Columbia and Zellie Scott for the sale of 100 Gabriel Street, Richland County TMS #14203-11-06

First reading approval was given on October 1, 2019



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23. ANNEXATION, INTERIM COMPREHENSIVE PLAN MAP AMENDMENT, AND INTERIM ZONING MAP AMENDMENT 121 and 141 Sparkleberry Crossing Road; TMS# 25705-07-28

Ordinance No.: 2019-077 Annexing 121 Sparkleberry Crossing Road and 141 Sparkleberry Crossing Road, Richland County TMS #25705-07-28

Council District: 4

Proposal: Request to annex, assign interim land use classification of Regional Activity Corridor (AC-3) and assign interim zoning of General Commercial (C-3). The property is currently classified as Mixed Use Corridor and zoned General Commercial (GC) by Richland County.

Applicant: Arthur State Bank

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

PC Recommendation: 09/09/2019; Annex, Assign Interim Land Use & Interim Zoning Approval (7-0)

First reading approval was given on October 1, 2019

24. ANNEXATION, INTERIM COMPREHENSIVE PLAN MAP AMENDMENT, AND INTERIM ZONING MAP AMENDMENT 4624, 4628, and 4830 Devine Street; TMS# 13810-03-07

Ordinance No.: 2019-076 Annexing 4624, 4628, and 4830 Devine Street, Richland County TMS #13810-03-07

Council District: 3

Proposal: Request to annex, assign interim land use classification of Urban Core Community Activity Center (UCAC-2) and assign interim zoning of General Commercial District, -Flood Protective Area (C-3, -FP). The property is currently classified as Mixed Use Corridor and zoned General Commercial (GC) by Richland County.

Applicant: Palmstar C4 Devine, LLC / CCWC Columbia 1, LLC

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

PC Recommendation: 09/09/2019; Annex, Assign Interim Land Use & Interim Zoning Approval (7-0)



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First reading approval was given on October 1, 2019

25. Resolution No.: R-2019-073 Authorizing consumption of beer and wine only at Soda City Market Adoption Day within the Biergarten Area only on Saturday, November 9, 2019 with a rain contingency of Saturday, November 16, 2019

PRESENTATIONS

26. Red Ribbon Week - The Honorable Mayor Stephen K. Benjamin
27. Recognition of Community Partners - The Honorable Edward H. McDowell, Jr.
28. Introduction of Path2Redemption - Mr. Lester Young, Jr., Founder

PUBLIC HEARING & ORDINANCE SECOND READING

29. Ordinance No.: 2019-009 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Buildings and Building Regulations, Article VI to add Vacant Building Registration

First reading approval was given on June 4, 2019.

ORDINANCES - FIRST READING

30. Ordinance No.: 2019-081 Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (North Main Senior, LLC, 3700 North Main Street and 3706 North Main Street), Richland County TMS Numbers 09209-20-04 and 09209-20-03
31. Ordinance No.: 2019-083 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article V, Water and Sewer Rates, Sec. 23-154 Extended payment option
32. Ordinance No.: 2019-084 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 20, Special Fees and Taxes, Article IV, Electronic Payment Fees, Sec. 20-102 Fee(s) imposed



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RESOLUTIONS

33. Resolution No.: R-2019-093 Authorizing the City Manager to execute a Fifth Lease Amendment between the City of Columbia and First-Citizens Bank & Trust Company for lease of approximately 34, 221 square feet of 1225 Lady Street

OTHER MATTERS

34. Accommodations Tax Surplus - Ms. Dee Dee Fanning, Grants Coordinator/Community Projects Liaison
35. Council is asked to approve the Installation of one (1) Speed Hump on Bryan Street as requested by the Public Works Department.

APPOINTMENTS

36. Central Midlands Council of Governments
37. Climate Protection Action Committee
38. Municipal Election Commission
39. Property Maintenance Board of Appeals

CONSIDERATION OF MATTERS DISCUSSED DURING THE WORK SESSION

CITY COUNCIL COMMITTEE REPORTS/REFERRALS

APPEARANCE OF THE PUBLIC

ADJOURNMENT



We Are Columbia

MEETING DATE: October 15, 2019

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

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

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Economic Prosperity - Endless Possibilities

PURPOSE:
Vista Depot District



We Are Columbia

MEETING DATE: October 15, 2019

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

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

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

Municipal Complex



We Are Columbia

MEETING DATE: October 15, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Receipt of legal advice related to matters covered by attorney-client privilege pursuant to §30-4-70(a)(2)

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

Municipal Court
Sewer Expansion Fee
Grease Trap Requirement
North East Sewer System Area
Legal Update 2019



We Are Columbia

MEETING DATE: October 15, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

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

FUNDING SOURCE & ORIGINAL BUDGET:

PURPOSE:

Constan Carwash



We Are Columbia

MEETING DATE: October 15, 2019

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Council is asked to approve the August 20, 2019 and September 17, 2019 City Council Meeting Minutes.

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** MN_08_20_2019 (PDF)
- **#b:** MN_09_17_2019 (PDF)



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, AUGUST 20, 2019

WORK SESSION - 2:00 P.M.

The Columbia City Council held a Work Session on Tuesday, August 20, 2019 at City Hall, 1737 Main Street, Columbia, South Carolina 29201. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 2:06 p.m. and the following members of Council were present: The Honorable Sam Davis, The Honorable Mayor Pro-Tempore Tameika Isaac Devine, The Honorable Moe Baddourah, The Honorable Howard E. Duvall, Jr., The Honorable Edward H. McDowell, Jr., and The Honorable Daniel J. Rickenmann. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

INVOCATION

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

CITY COUNCIL DISCUSSION

1. Residential Parking Enforcement - Ms. Elle Matney, Parking Services Director

Ms. Teresa Wilson, City Manager said this presentation comes at my request, because several of you received emails about residential parking enforcement. We wanted to provide a general overview unless you have questions about specific areas.

Ms. Elle Matney, Parking Services Director introduced Ms. Sandy Myers as the Meter Shop Supervisor and the Interim Parking Manager for Parking Services. The residential parking areas are broken down into six divisions. Permitting is divided into categories: homeowner residents and tenants. Homeowners can receive two permits for owner occupied residences or one permit for visiting purposes if it's not occupied. Tenants can also receive two permits and one visitor's pass, with the exception of University Hill due to parking limitations. Enforcement hours vary depending on the residential area. We work with the Columbia Police Department and Code Enforcement. The president of the homeowner's association requests the change in writing by street or for the entire neighborhood. The petition is signed by more than 50% of the property owners. Parking Services reviews the request and then we schedule the City Council public hearing. We realize that signage is not consistent throughout the City. Parking Services is reviewing this and will work diligently to improve it so that the message is clear about what is enforced and at what times. Residential parking is enforced 24/7, except in MLK Park.



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Councilor Duvall said the University Hill residents get upset about enforcement. It looks like it would be hard for our people to understand which blocks have 24/7 enforcement and which blocks are 8-7.

Ms. Elle Matney, Parking Services Director said they are all informed on what the route is. They know exactly which streets, times, and neighborhoods. The ordinance provides for special permits and exceptions and we will waive off enforcement. USC anticipates 35,000 students and they are all looking for a place to park.

Councilor Rickenmann inquired about ADA parking.

Ms. Elle Matney, Parking Services Director said we don't cite them; they can park at any meter.

Councilor McDowell asked if there's signage on Oak Street from Gervais down to MLK Park.

Ms. Elle Matney, Parking Services Director said we are reviewing signage.

Councilor McDowell said there's a homeowner who has a driveway and he owns the vacant property next door. He was ticketed or asked to remove his car from the vacant property.

Ms. Elle Matney, Parking Services Director said Parking Services maintains on-street parking and we work closely with Code Enforcement on off-street parking. We placed door hangers and mailed letters in the Granby area, because it was a concentrated issue. It's about educating everyone on the dos and don'ts.

Councilor Devine asked if there is a process for a neighborhood to remove residential permit parking.

Ms. Elle Matney, Parking Services Director said yes. We haven't had anyone downsize. We often add neighborhoods and streets. The process would be the same.

Councilor Devine asked Ms. Matney to explain how enforcement is communicated. We've heard concerns about overaggressive enforcement. How do you work with new homeowners to make sure they understand the roles and the process?

Ms. Elle Matney, Parking Services Director said education starts in Parking Services when they come to get a permit. We will re-educate you and issue a courtesy waiver.



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Councilor McDowell expressed concerns about two instances of aggressive enforcement on Oak Street. That's not a good feeling for residents. We want to follow the policy, but where's the compassion. There should be deliberate conversations with residents. There needs to be a retooling of enforcers. We want them to be good policy enforcers while being sensitive to individual needs.

Ms. Teresa Wilson, City Manager said it comes down to customer care. Customer care isn't just for water issues; it is all across the City, throughout all of our departments. There are no excuses to be made. We have to get to the point where everybody learns that judgment calls have to be made; you have to be solutions-oriented; and customer care comes first. My expectation is that this is reinforced first and foremost. If that's not happening, we need to fix it.

Councilor Devine asked if we can get a letter from the affected homeowners within a block who feel that residential permit parking isn't necessary. If not, I would suggest that you look at that. Years ago, Ms. Fleming Bruce's neighborhood didn't want it, but she had a lot of issues between the church and the school in her block. Is there a need for us to tweak the process to be more sensitive to affected property owners if the neighborhood doesn't want to pursue it?

Ms. Elle Matney, Parking Services Director said this is the only process that is currently in place. I can understand where one block or an individual may have a perspective. We want to listen and make it right for an entire community.

Mayor Benjamin asked if Granby Hill is impacted by students or baseball fans.

Ms. Elle Matney, Parking Services Director said both. We are seeing a growing population of students.

Councilor Rickenmann said whatever we enforce in one area, we should enforce in others. It is not done consistently when it comes to front yard parking. It continues to be a battle in a lot of areas. It seems like every discussion is around the University Hill Neighborhood and the university, but there are a whole lot of other neighborhoods that we have to be consistent about.

Mayor Benjamin asked if we've seen an increase in enforcement over the last couple of months. It seems like it's reaching a fever pitch right now.

Ms. Elle Matney, Parking Services Director said we pulled the citation numbers and we saw a slight decline in the last year.



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Mayor Benjamin said the takeaways are that we are going to see some consistency in terms of enforcement; we're going to do more public education; and we are going to work on installing consistent signage.

Councilor Duvall suggested that permits be from 7:00 a.m. until 7:00 p.m., unless it's 24/7.

Ms. Elle Matney, Parking Services Director reiterated that every area except MLK is 24/7. CPD officers can issue citations after-hours upon complaint.

Councilor Devine suggested that Ms. Matney offer a refresher for the Columbia Council of Neighborhoods (CCN).

2. Road Ownership and Maintenance - Mr. Robert Anderson, Public Works Director

Ms. Teresa Wilson, City Manager recalled that during the last Council Meeting, Mr. Rickenmann wanted to move this discussion to committee. Upon further discussion Council decided to have a work session. The original inquiry regarded the Kilbourne Road situation with SCDOT about the lack of traffic calming measures. I did ask Robert to have a comprehensive discussion about where we are, reminding Council that over the years we've also wanted to maintain a paving fund for City roads. We also mentioned the need for sidewalks. We're going to have a balanced discussion, because as you talk about taking on more roads there are City needs that I have to remind us of as well.

Mr. Robert Anderson, Public Works Director reported that 69% of roads in the City are owned and maintained by SCDOT. They have gas taxes that are increasing every year and it gives them the opportunity to pave these roads. About 30% of the roads are owned by the City and 1% are private. There are 400 lane miles of City streets. We maintain the sidewalks, storm drain system, signs, and the signalization in various intersections. A lot of roads have connectivity issues. For example, we own all of Hampton Street except for one block. In 2011, we presented a plan for pavement maintenance and rehabilitation with the goal of maximizing the value and life of a pavement network. We inspected 180 miles of city roads and our road rating was 80, which is satisfactory. In 2019, our current condition rating is 67, which is fair. The Micro Paver process is working. He presented examples of streets for each Pavement Condition Index.

Councilor Davis asked if we are operating according to SCDOT standards or federal standards.

Mr. Robert Anderson, Public Works Director said we follow State standards.



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Councilor Devine asked if the City's pavement condition includes State owned roads that are located in the City.

Mr. Robert Anderson, Public Works Director said these are the City owned roads.

Councilor Devine inquired about the condition of State owned roads within City limits. As we talk about taking over roads, are we looking at roads owned by SCDOT, but are not being maintained.

Mr. Robert Anderson, Public Works Director agreed to obtain that information from SCDOT. They rank their roads differently than we do.

Councilor Baddourah requested a repavement schedule from SCDOT for roads in the City. He requested a map of City and SCDOT owned roads by Council District.

Mr. Robert Anderson, Public Works Director said we try to leverage funds in our general fund. Outside funding sources include the County Transportation Committee, Community Development Block Grant, and public/private partnerships. The SCDOT TurnBack Program allows for voluntary road transfers. Both SCDOT and the municipality must agree on the transfer. They are willing to provide forty years' worth of funding to take over and maintain roads. The State was awarded \$10 million for the first year. We requested the following streets through the TurnBack Program: Gaillard Street, one block of Hampton Street, one block of Park Street, Arlington Street, Grant Street, a portion of Read Street, Pavilion Street, and College Street. If an additional round of TurnBack monies become available, Council may wish to approve staff's recommendation. If we receive funding, staff recommends putting it into our pavement management program. The North Main property swap is underway. It is the old 277 corridor between Park Street and Prisma Health. The proposed roads to be accepted are: Honors Drive, Crowson Road, Grace Street, Washington Street, Henderson Street, Chester Street, Wayne Street, and Aiken Street. In lieu of accepting the forty-year life cycle cost we will assume the property on North Main.

Councilor Rickenmann asked about plans for the property.

Councilor Devine said there is lots of potential there. It is located in a redevelopment area and it makes sense that if we have ownership we can look at some of the ideas we've had. It will be more useful than it is at this point.

Councilor Davis said there are several suggestions.



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Mr. Robert Anderson, Public Works Director said we've carved out some area for a greenway. There are wetlands that will never be used.

Councilor Baddourah said some neighborhoods in my district have requested maintenance to their roads. How long does it take for SCDOT or the City to pave or repair a road?

Mr. Robert Anderson, Public Works Director said we look at the roads through the Pavement Management Index. We want to make sure we are paving roads that are in need of paving.

Councilor Baddourah said roads in Rosewood are in bad shape. Some of the streets are nothing but granite. I'll give you list and maybe you can help us.

Councilor McDowell said a project was started in Highland Park, but then it was determined that it wasn't a SCDOT road. There have been subsequent repairs, but it's not completed.

Mr. Robert Anderson, Public Works Director agreed to check on the project.

Councilor Rickenmann requested a list of SCDOT projects. They installed construction signs on my street four months ago and no work has been completed. We need to understand how projects are coordinated on a SCDOT owned road with our utilities. Streets are continuing to sink in the middle. Does that become our expense or is it a SCDOT problem?

Mr. Clint E. Shealy, P.E., Assistant City Manager for Columbia Water said it is our responsibility to repair any utility cut that we have made. We are in the process of circulating the planned paving list within the City's internal departments to get the work planned and done to avoid cutting a newly paved road. Robert and Dana are doing a much better job of coordinating with SCDOT and meeting with them every month.

Councilor Duvall reiterated that SCDOT now has growing capacity to maintain these roads better because of the sales tax on gas. Even if we want some of these roads, it might not be in our best interest to take some of these roads. It's not just the pavement; it's the other infrastructure.

Councilor Baddourah asked if we can lobby SCDOT to get a percentage of the gas money they are collecting.



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Mr. Robert Anderson, Public Works Director said the tax increases two cents on the dollar every year, but I don't know how they segregated it. I don't know where we want to go with Kilbourne Road. It is a major collector for cars coming off of Fort Jackson Boulevard. SCDOT will not allow speed humps.

Councilor Rickenmann said people are just flying through there. We have to do something.

Councilor McDowell asked about alternatives to speed humps.

Councilor Rickenmann said you look at creating check points, bump outs, and other things that are working in other places.

3. Columbia Water and AMI Update - Mr. Clint E. Shealy, P.E., Assistant City Manager for Columbia Water

Mr. Jason Shaw, Water Engineer / AMI Project Manager for Columbia Water presented the new AMI meter to Council. We have 4,500 installs to date. The communications device has a cellular chip. We are not installing radio antennas. We are using the existing cellular technology to communicate with these devices. This meter is very similar to the meter that we have today. This project was approved by Council in February 2019 and we started installing meters in June. There are 150,000 metered accounts in the City of Columbia.

Mr. Robert Yanity, Communications Manager for Columbia Water explained that our contractor UMS will be cobranded with Columbia Water on their badges and vehicles. We are sending letters to customers two weeks prior to installation. We also have door hangers. Customers can verify their installation schedule online. We are sending letters to community leaders and we are willing to attend community meetings. A briefing packet has been created for elected officials.

Mr. Jason Shaw, Water Engineer / AMI Project Manager for Columbia Water continued to explain that new meters are being installed by routes. We've been tracking key performance indicators for May through July. The contractor has done about 2,900 installs and there are 2,600 in the system. The City has done about 67 installs.

Mr. Clint E. Shealy, P.E., Assistant City Manager for Columbia Water explained that the contractor is doing the initial surveys and coming back with a wide variety of issues. We've decided to take back some of those because we can do them more efficiently. We receive credit for those and we are tracking that.



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Councilor McDowell asked if the new meters are being installed where infrastructure work is being done, particularly for Booker Washington.

Mr. Jason Shaw, Water Engineer / AMI Project Manager for Columbia Water said this project is separate. The Booker Washington upgrades includes new mains and service lines. They are tying into the existing infrastructure. We will install the new AMI technology at the scheduled time. It's different contractors and different skill sets.

Ms. Teresa Wilson, City Manager asked them to address the unincorporated areas.

Mr. Clint E. Shealy, P.E., Assistant City Manager for Columbia Water said we are reaching out to neighborhoods whether they are in the corporate limits or not. Jason showed you the overview maps. We provided more detailed maps of the weekly routes so you can see exactly what we are touching and when. We are sending you updated maps as the schedule changes. You have two items on your agenda tonight that dovetail nicely with the AMI project. Over the last few years, we've still been buying the old analog meters because the AMI system wasn't in place. This is the first fiscal year with the AMI system. The meters we buy as a utility are going to be the new badger meters. If there is a stuck meter, our forces can go out and replace it with the new AMI meter. Our crews will install meters for new subdivisions and new construction. Also, the larger power line meters are on the agenda. This project presents an opportunity to revisit our business practices. We are touching almost everything. We are excited about converting from billing in units of 100 cubic feet to billing in gallons. That is more transparent. All AMI meters will read in gallons. Until we reach near completion with AMI, we will continue billing in units of 100 cubic feet. We will do a public education campaign and convert to billing in gallons. I have to report that taxes were not included in the bid price for the materials for meters. None of the respondents included sales taxes in their pricing. Sales taxes were in the overall budget, but not in the figure you've approved so far. We will be coming to you with a contract amendment for \$2 million and \$2.5 million for sales tax.

Councilor Rickenmann said if we resale the meter to each household for \$1.00 that would exempt us from the sales tax.

Mr. Jeff Palen, Assistant City Manager for Financial Services / Chief Financial Officer said Jan [Alonso] has already looked at this to make sure we cannot exempt this. We initially believed we should be able to exempt it.



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Mr. Clint E. Shealy, P.E., Assistant City Manager for Columbia Water said we also discovered that a contingency wasn't included in this project. We are running into brittle service lines in older communities. When we get to those, we will fix them.

Mayor Benjamin said when we initially talked about AMI, we talked about the potential inclusion of minority businesses. Is that something we've been measuring?

Mr. Clint E. Shealy, P.E., Assistant City Manager for Columbia Water said yes, that is part of the contract. A portion of the work is being done by local contractors.

Mayor Benjamin said I want to see that. Make it a measure going forward. If they are not hitting it on the first round, they'll need to get those numbers up on the next go round.

Mr. Frank Eskridge, Deputy Director of Utilities explained that out of the 2,500 meters that have been changed out, we've had a handful of customers who expressed the desire to not have the new meter. One in particular has asked to opt out of the program. It is my understanding that when this was approved, the idea of having customers exercise individual options to opt-out was not part of the plan. I reached out to her last week to answer her questions. She is concerned that the meter will send a current along the service line into the house creating an electromagnetic field that could negatively affect the health of her family. She is also concerned that electricity may be released from the meter chamber. She asked if the readings are going to be accurate. The technology is incredibly accurate and dependable. It has been available for decades. I am confident that there are no negative health effects that comes with this technology.

Mr. Clint E. Shealy, P.E., Assistant City Manager for Columbia Water said we would never do anything to harm our customers. We are making this significant investment to help our customers. We will look at her concerns and discuss a policy.

Councilor Rickenmann said we'd have to charge a service fee to do that. We can't run a truck out for one customer.

Mr. Clint E. Shealy, P.E., Assistant City Manager for Columbia Water agreed that there won't be a return on investment for our customer base if we allow customers to opt out.

Ms. Teresa Wilson, City Manager said we wanted to go in-depth now in the event that you hear about it later this evening. She will be able to speak during the public comment period.



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Ms. Dana Higgins, Engineering Director reported that we received the appraisals back today for the Harlem Heights project in District One; we are moving forward with the three last pieces. The District Four projects are Penn Branch, Yorkshire, and Gills Creek. We are working on Shandon and Devils Ditch in District Three. We are working on MLK Park and the Rocky Branch project in District Two. To date, we have awarded \$11.4 million in contracts and we've spent \$9.8 million. We have a lot of projects in the feasibility and construction documents phase.

Councilor Rickenmann asked if we are spending 50% on consultants.

Mr. Clint E. Shealy, P.E., Assistant City Manager for Columbia Water noted that \$3.8 million out of over \$11 million has been spent on consultant contracts. We are consultant heavy right now because of design and evaluation. We will be at 10% for consultants and 90% for construction.

Ms. Dana Higgins, Engineering Director explained that we have a contract for program management with Woolpert on the agenda tonight. They have been helping with condition assessments throughout the City; evaluating pipes in the system and deciding what needs to be replaced; and helping with criticality analysis; and developing projects that will need to be addressed. The Rocky Branch kick-off meeting was held last week. Another firm is working on stream restoration. The Shandon kick-off meeting was held on May 9, 2019. We met with the consultant last week and they already have preliminary results on the west watershed. They determined that having a bypass system starting at Maple and Monroe down to Rosewood would be impactful. The eastside is larger and we will have those results within the next couple of months. Upcoming contracts and bids include the Queen Street design services; Yorkshire feasibility assessment; Gills Creek debris removal; and the Harlem Heights project is shovel ready.

Councilor Baddourah asked when work will begin on the Gills Creek debris removal project.

Ms. Dana Higgins, Engineering Director said once we have authorization and the contracts signed, we will be able to get the notice to proceed out there. We are very proud of the MLK project where we created wetlands, storage, and water quality. We have been recognized for it.

Councilor Rickenmann said I hope we can replicate that at Maxcy Gregg.

Councilor Devine said I am getting questions about Clean Water 2020 and the EPA. Around election time, people have a lot of misinformation out there. It might be useful for staff to create a video update in layman's terms on where we are with improvements. We can share that through social media and different avenues.



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Mayor Benjamin said don't be afraid to yield to staff for accurate answers as opposed to giving answers that are inaccurate.

Mr. Joey Jaco, Director of Utility Operations reported that there are 19 deliverables that we have to provide the EPA; we have four remaining. We estimate that we will begin negotiating out of the Consent Decree in 2028. To date, Council has approved \$270 million of the \$750 million estimated costs.

Councilor Baddourah asked if the \$310 million bond issuance is included.

Mr. Clint E. Shealy, P.E., Assistant City Manager for Columbia Water said that's for water and sewer and some of that was refunding opportunities.

Mr. Joey Jaco, Director of Utility Operations reported that we are starting to decrease spending on our program management contract. We are starting to build staff internally and to bring these services internally. The overall trend for sanitary sewer overflows (SSO) is down. We did a great campaign on how to control fats, oils, and grease (FOGs) in our wastewater system and we saw a great decrease in SSOs as a result of that. We are doing a lot of big projects like Lake Katherine, Crane Creek, and Rocky Branch to improve our sewer system. We are eliminating reoccurring high volume SSOs. We've built a great system on the wastewater side to improve our mapping and maintenance management system. We will be bringing a project to you to help map our water assets in the system.

Councilor Rickenmann inquired about the City's mechanism for ensuring that our contact and conversations with residents are thought through and that projects have less of a negative impact.

Mr. Joey Jaco, Director of Utility Operations said we have project managers for every project. We are in the process of hiring a project manager for internal rehabilitation projects. It's a part of that process to work with the customers to make sure we are doing things that are least disruptive to the customer as possible.

Mr. Clint E. Shealy, P.E., Assistant City Manager for Columbia Water added that as we continue educating contractors and sub-contractors on what's proper and improper, we are learning to have our construction management and project management team go behind them.



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Mr. Bryan Cully, P.E., Associate/Senior Civil Engineer for CDM Smith reported that the EPA deemed eight of our deliverables important enough to require a 30-day public comment period before submitting to the EPA. The Infrastructure Rehabilitation Report is one of those deliverables. We've spent a lot of time doing condition assessments on your largest pipes. Once we submit the list of projects, we will have a certain timeline to get it done. Once it is approved by the EPA, we will need seven years to complete three of the projects. In three years, we will discuss the Supplemental Infrastructure Rehabilitation Report, which is for your smaller diameter pipes. There are three groups of prioritized projects that we have agreed to implement. If projects aren't completed within the specified timeframe, the EPA can fine \$2,500 per day/per project. We will ensure that projects stay on schedule. The projects are going to be very large and very complex. There will be a lot more opportunities for local contractors to be primes on projects in the Supplemental Infrastructure Rehabilitation Report. The IRR should be going out for public comment in a few days.

Mr. Clint E. Shealy, P.E., Assistant City Manager for Columbia Water said we are continuing to invest in our staff through the Apprenticeship Programs. You have the feasibility study for a solar farm at the Metro Wastewater Treatment Plant on your agenda tonight.

Councilor Rickenmann asked if the plan is to go out to bid after the design is complete. We need to make sure they are evaluating what we want evaluated.

Mr. Clint E. Shealy, P.E., Assistant City Manager for Columbia Water said the contract is structured to do the feasibility study first. In response to a concern about customer notifications, we have decided to export our customer database from the Banner software to Everbridge. We have a lot of home phone numbers that may be inactive, but it gives us an opportunity to reach out to those folks. We will have an education campaign to encourage customers to update their contacts. Thanks for challenging us to improve in that way.

Councilor Baddourah said I am also hearing that nobody can get through to the Call Center.

Mr. Clint E. Shealy, P.E., Assistant City Manager for Columbia Water said we are going to reassign the current Administrator so she can handle special projects and address the root cause of the fires we continually stamp out. We're getting a new customer care administrator who can focus on minimizing call times and call volumes.



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EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to enter into Executive Session at 4:28 p.m. for the discussion of **Items 4** through **7**, as amended to add the Rhodes Property to **Item 4**.

4. Receipt of legal advice related to matters covered by attorney-client privilege pursuant to §30-4-70(a)(2)
 - *2019-056 Chapter 14 add Article XII Extreme Risk Protection Orders*
 - *2019-062 add Sec 14-8 Hate intimidation*
 - *2019-063 amend Chapter 14, add Article XIII, Gun-free School Zones*
 - *Columbia Canal*
 - *Columbia Urban League*

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

6. Discussion of negotiations incident to proposed contractual arrangements pursuant to S. C. Code §30-4-70(a)(2)
 - *1601 Assembly Street*
 - *Municipal Complex*

7. Discussion of the employment of an employee pursuant to S.C. Code §30-4-70(a)(1)
 - *Municipal Court Judges*



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, AUGUST 20, 2019

COUNCIL MEETING - 6:00 P.M.

The Columbia City Council conducted a meeting on Tuesday, August 20, 2019 at City Hall, 1737 Main Street, Columbia, South Carolina 29201. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 6:19 p.m. and the following members of Council were present: The Honorable Sam Davis, The Honorable Mayor Pro-Tempore Tameika Isaac Devine, The Honorable Moe Baddourah, The Honorable Howard E. Duvall, Jr., The Honorable Edward H. McDowell, Jr., and The Honorable Daniel J. Rickenmann. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

PLEDGE OF ALLEGIANCE

INVOCATION

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

ADOPTION OF THE AGENDA

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

PUBLIC INPUT RELATED TO AGENDA ITEMS

Mr. Charlie Davis appeared before City Council to express concerns about Ordinance 2019-062 dealing with hate intimidation. This wasn't published until Friday and I didn't get a copy until last night. This is significant and it should be postponed. I'm concerned that people who want to understand this better, won't have time to. I don't understand what hate intimidation means. We already have laws that address what's right and wrong. This bill adds additional penalties to somebody for something they have done.

Mayor Benjamin said City Attorney Knox can direct you to where you can find an easily accessible list of City ordinances online. I assure you that each of the referenced code sections are existing crimes. South Carolina is one of a handful of states that does not have a hate crimes law and the majority of this City Council disagrees with that. We feel the need to step forward as we see a rise in violent acts all across this country. If it was my sole consideration, I would add different protected classes to this list. Each ordinance is required to have two readings before enactment.



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There will be an opportunity for you to digest this and please share any other feedback you have with me. I understand that we have a philosophical disagreement, but we believe this is important to do in America, today.

Ms. Dayna Smith, Transgender Resource Coordinator at the Harriett Hancock LGBT Center said thank you for broadening hate intimidation. I would ask that gender identity be explicitly listed as a protected group. Since 2018, we've seen an uptick in this State. In the past 18 months, four transgender women of color have been murdered in Allendale, North Charleston, Orangeburg, and Cheraw. They had multiple gunshot wounds and were burned alive. Those crimes were not considered hate crimes. I ask that it be amended so it's not just part of the sexual orientation definition, but explicitly listed as gender identity protected.

APPROVAL OF MINUTES

8. Council is asked to approve the June 4, 2019 City Council Meeting Minutes.

Upon a motion made by Mr. Baddourah and seconded by Ms. Devine, Council voted unanimously to approve the June 4, 2019 City Council Meeting Minutes. Mr. Davis was not present for the vote.

CONSENT AGENDA

Mr. Clint E. Shealy, P.E., Assistant City Manager for Columbia Water said we have several large items on the agenda; two in particular are for program management. We had the opportunity to sell Green Bonds last year to fund storm water improvements and we have entered into a contract with Woolpert. They were helping with our asset management programs and managing that \$90 million investment in our storm water infrastructure. We are also continuing along with our Clean Water 2020 Program which is a major investment into our sanitary sewer system. This is year eight of that program with the team, CDM Smith. We are well on track with our capital investment and our compliance with the EPA Consent Decree. We also have a feasibility study for a solar farm at our Metro Wastewater Treatment Plant on the agenda as well as a few other miscellaneous things.

Mayor Benjamin said we received a fantastic report from Columbia Water today on all the things that are happening from reducing sanitary sewer overflows by 95%; significant investment in our water, sewer, and storm water infrastructure; and the deployment of our newly advanced metering infrastructure that will allow our citizens more transparency in controlling and using their water.



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Upon a motion made by Mr. Baddourah and seconded by Ms. Devine, Council voted unanimously to approve the **Consent Agenda Items 9** through **38**.

9. Council is asked to approve Construction Change Order #4 for the project SS7333 Transmission System Operation & Maintenance Program (TSOMP) Supervisory Control & Data Acquisition (SCADA) Improvements, as requested by Columbia Water. Award to AAA Utility and Construction, LLC, in the amount of \$52,527.00. This firm is located in Columbia, SC. - *Approved*

Funding Source: 5529999-SS733301-658650; SS7333 TSOMP SCADA Improvements. Funds transferred to Account 5529999-SS733301-658650 from SS728801-Unforeseen and Miscellaneous for the change order amount of \$52,527.00.

The original contract has the following sub-consultants providing services:

CITI, LLC of Charlotte, NC providing instrumentation and control systems at 48% (\$780,781.00) of the contract value.

Gregory Electric of Columbia, SC providing electrical installation of SCADA improvements at 11% (\$182,718.60) of the contract value.

The original budgeted amount of this Change Order is \$52,527.00.

10. Council is asked to approve the Annual Drinking Water Fee for Fiscal Year 2019/2020, as requested by Columbia Water. Award to the South Carolina Department of Health and Environmental Control in the amount of \$60,229.00. This firm is located in Columbia, SC. - *Approved*

Funding Source: 50/50 split from 5516206 639900 (CCWTP) and 5516207 639900 (LMWTP) budgets - The original budgeted amount is \$60,000.00. Additional funding provided through the Miscellaneous Expense budget.

11. Council is asked to approve the purchase of three (3) Nissan King Cab 4x2 Trucks for Wastewater Maintenance, as requested by Columbia Water. Award to Benson Ford, using the South Carolina State Contract in the amount of \$71,591.70. This vendor is located in Easley, SC. - *Approved*



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Funding Source: Utilities Wastewater Maintenance; 5516205-658500. The original budgeted amount is \$120,000.00.

12. Council is asked to authorize Contract negotiations for Engineering Services related to Project SS7494; Metro Wastewater Treatment Plant Solar Photovoltaic Power Generation System, as requested by Columbia Water. Award to Consolidated Edison Solutions, Inc. for a Phase I Feasibility Study in an amount not to exceed \$34,750.00 and (Optional) Phase 2 in the amount of \$86,500.00 for design services. We also request Council's approval for the execution of the final contractual agreements, in a form to be approved by the City's Attorney's office with final approval by the City Manager. - *Approved*

Funding Source: 5529999-SS749401-658650. The original budget amount is \$200,000.00.

13. Council is asked to approve a Contract for Project SS7511; Metro Wastewater Treatment Plant Administration & Laboratory Exterior Sealant Replacement, as requested by Columbia Water. Award to Statesville Roofing & Building Restoration, Inc. in an amount not to exceed \$131,835.00, which includes contingency. This firm is located in Statesville, NC. - *Approved*

Funding Source: 5516208-SS7511-638100. The original budget amount is \$142,381.80.

14. Council is asked to approve a Contract for Project SS7512; Metro Wastewater Treatment Plant Administration & Laboratory Low Slope Roof Replacement, as requested by Columbia Water. Award to Summers Roofing Company, Inc. in an amount not to exceed \$143,540.00, which includes contingency. This firm is located in Alpharetta, GA. - *Approved*

Funding Source: 5516208-SS751201-638100. The original budget amount is \$143,540.00.

15. Council is asked to approve the purchase of 6" and 8" Fire Service Assembly Badger Meters and E-Series Meters for the Water Distribution and Maintenance Divisions, as requested by Columbia Water. Award to Badger Meters, Inc., in an amount not to exceed \$179,091.00. This vendor is located in Milwaukee, WI. - *Approved*

Funding Source: Utilities Water Dist. & Maint.; Meters, Parts, and Supplies; 5516203-625600. The original budgeted amount is \$350,000.00.



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16. Council is asked to approve the purchase of Badger Meters for the Water Distribution and Maintenance Divisions, as requested by Columbia Water. Award to Badger Meters, Inc., in an amount not to exceed \$450,414.00. This vendor is located in Milwaukee, WI. - *Approved*

Funding Source: Utilities Water Dist. & Maint.; Meters, Parts, and Supplies; 5516203-625600. The original budgeted amount is \$500,000.00.

17. Council is asked to approve the purchase of Annual Repair Materials for the Wastewater Maintenance Division, as requested by Columbia Water. Award to the lowest responsive and responsible bidders of each lot in the total amount of \$195,939.17. - *Approved*

Funding Source: Utilities Wastewater Maintenance-Pipes, Fittings, Hydrants, ETC. 5516205-625700. The original budgeted amount is \$300,000.

Lots	Vendors / Locations	Amounts
1,2,4,7, and 8	Core & Main LP	\$106,629.41
5 and 6	Fortiline, Inc.	\$1,932.60
3,9,10, and 11	Ferguson Enterprises	\$72,863.15
	SC Sales Tax	\$14,514.01
	Total	\$195,939.17

18. Council is asked to approve the purchase of Annual Repair Materials for the Water Distribution Division, as requested by Columbia Water. Award to the lowest responsive and responsible bidders of each lot in the total amount of \$812,133.87. - *Approved*

Funding Source: Utilities Water Distribution and Maintenance 5516203-625700. The original budget amount is \$812,133.87.

Lots	Vendors / Locations	Amounts
1,2,4,6,9-13,17-20 and 22-24	Core & Main LP	\$600,742.50
15,16, and 25	Fortiline, Inc.	\$52,016.00
5 and 14	Ferguson Enterprises	\$29,408.65
3,7,8, and 21	Hayes Pipe	\$69,808.66
	SC Sales Tax	\$60,158.06
	Total	\$812,133.87



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19. Council is asked to approve an Engineering Services Agreement for Project SS7432; Starlite Pump Station Decommissioning and Basin Project, as requested by Columbia Water. Award to Weston & Sampson in the amount of \$292,520.00. This firm is located in Columbia, SC. - *Approved*

Funding Source: 5529999-SS743201-658650. The original budgeted amount is \$292,520.00.

This is a Mentor Protégé Program Project. Weston & Sampson of Columbia, SC is the Mentor and will provide technical consulting support and engineering services at 79.1% (\$231,624.55) of the contract value. Carper Civil Consulting, a Minority Business Enterprise (Woman) of Columbia, SC is the Protégé and will provide engineering design at 21% (\$60,895.45) of the contract value.

20. Council is asked to approve the purchase of a Twelve Yard Sewer Truck and Sewer Equipment 900-ECO for Wastewater Maintenance, as requested by Columbia Water. Award to Jet Vac Equipment Company, using the Sourcewell Cooperative Contract #122017-SCA in the amount of \$405,232.24. This vendor is located in Sumter, SC. - *Approved*

Funding Source: Utilities Wastewater Maintenance - Machinery & Equipment - Capital; 5516205-658300. The original budgeted amount is \$425,000.00.

21. Council is asked to approve Contract Amendment #6 for Project SS7261; Lake Katharine Sewer Line Capacity Enhancement, as requested by Columbia Water. Award to AECOM in the amount of \$424,530.00. This vendor has a branch office located in Columbia, SC and is headquartered in Los Angeles, CA. - *Approved*

Funding Source: Capital - 5529999-SS726101-658650. The previous award amount is \$1,355,945.00. The revised contract amount with approval of this amendment is \$1,780,475.00. The budgeted amount for this amendment is \$450,000.

This is a Mentor Protégé Program Project. AECOM is the mentor and will be providing additional bidding and engineering services during construction in the amount of 63.2% (\$268,196.00) of the contract amendment value. DESA, a Minority Business Enterprise (Women), is the protégé and will be providing assistance with Geotechnical Services Review and Contract Administration Services in the amount of 24.3% (\$103,280.00) of the contract amendment value.



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Terracon has been added with this Amendment to provide Geotechnical services in the amount of 12.5% (\$53,054.00) of the contract amendment value.

The total subcontract commitment for this amendment is 36.8% (\$156,334) of the contract amendment value.

22. Council is asked to approve Contract Amendment #1 for Project SD8450; Program Management Services for Stormwater Improvement Program, as requested by Columbia Water. Award to Woolpert, Inc. in the amount of \$3,000,000.00. This firm is located in Columbia, SC. - *Approved*

Funding Source: 5549999-SD845001-658650. The original budgeted amount is \$4,015,115.00.

The referenced amendment is to compensate Woolpert, Inc. for expansion of work effort after completion of initial program management tasks as provided within the scope of services for 2019 - 2020. FY 18-19 services were in the amount of \$1,015,115.00. This contract amendment request of \$3,000,000 will carry us to the end of the contract term or December 31, 2020. The not-to-exceed revised contract amount including this Amendment is \$4,015,115.00. The services to be provided by CDBEs for this project are 33% of the contract amendment and 35% of the total contract amount, exceeding the initial 20% CDBE goal placed on this contract. The following sub-consultants will provide additional services:

Chao & Associates, a Minority Business Enterprise, will provide engineering, inventory, and mapping at 13% (\$390,000) of the contract value.

PJ Noble & Associates, a Minority Business Enterprise, will schedule public meetings and outreach services at 5% (\$150,000) of the contract value.

4D Engineering, a Minority Business Enterprise (Woman), will provide site design and construction management services at 15% (\$450,000) of the contract value.

HDR, Inc. will provide public outreach, Easement/Right-of-Way, Low Impact Development (LID)/Green Stormwater Infrastructure (GSI), design and evaluation, and public/private partnerships at 4% (\$120,000) of the contract value.

WE3 Consultants, LLC, a Small Business Enterprise, will provide public/private partnership, and public meetings and outreach at <0.1% (\$10,000) of the contract value.



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23. Council is asked to approve Contract Amendment #8 for Project SS723620; Consent Decree Program Management Services for Fiscal Year 2019/2020, as requested by Columbia Water. Award to CDM Smith in the amount of \$4,700,000.00. This firm is located in Columbia, SC. - *Approved*

Funding Source: 5529999-SS723620-658650. The original budgeted amount for this amendment is \$4,700,000.00.

This is a Clean Water 2020 Program Project.

The following sub-consultants will provide additional services:

DESA, Inc. a Minority Business Enterprise (Woman) will provide document control support, project support, and public outreach services at 5.8% (\$276,520.00) of the contract amendment value.

Carper Consulting of Columbia, SC will provide project management and construction inspection services at 3.4% (\$161,280.00) of the contract amendment value.

Comprehensive Business Consultants, a Minority Business Enterprise of Columbia, SC will provide project management and project management support services at 6.4% (\$302,000.00) of the contract amendment value.

Atlantic South Consulting Services, LLC, a Minority Business Enterprise of Charleston, SC will provide CMMS implementation support and IMS support at <1% (\$40,680.00) of the contract amendment value.

ELL Enterprises. LLC of Chapin, SC will provide Computerized Maintenance Management System (CMMS) implementation maintenance and asset management processes services at 4.5% (\$215,500.00) of the contract amendment value.

Blue Cypress Consulting of Decatur, GA will provide services to analyze existing data to evolve the inspection/cleaning program to reduce Sanitary Sewer Overflows (SSO) at 1.7% (\$80,000.00) of the contract amendment value.

The LPA Group (Unit of Michael Baker Corporation) of Columbia, SC will provide standards development consultant management services at 2.1% (\$99,020.00) of the contract amendment value.



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24. Council is asked to approve a renewal of Coban Data Video Mobile Service (DVMS) Solution Maintenance, as requested by the Police Department. Award to COBAN Technologies, using the SC State Contract 4400015789 in the amount of \$116,128.35. This vendor is located in Houston, TX. - *Approved*

Funding Source: Police Administrative Services - Maintenance & Service Contract: 1012402-638200. The original budgeted amount is \$125,418.62.

25. Council is asked to approve the purchase of Record Management System (RMS) Workstation Software Annual Maintenance for Fiscal Year 2019/2020, as requested by the Police Department. Award to Tritech Software Systems a CentralSquare Company, in the amount of \$196,202.87. This vendor is located in Lake Mary, FL. - *Approved*

Funding Source: Police Administrative Services - Maintenance & Service Contract 1012402-638200. The original budgeted amount is \$211,899.10.

26. Council is asked to approve consulting services for the Video Security Cameras, as requested by the Police Department. Award to Jacobs (formerly known as CH2M Hill), as a Sole Source under the Professional Services exemption in the amount of \$200,000.00. This firm is located in Charlotte, NC. - *Approved*

Funding Source: Police Department; 1012402-638300. The original budgeted amount is \$200,000.00 (includes contingency)

27. Council is asked to approve the purchase of Palmetto 800 MHz Radio Airtime for Fiscal Year 2019/2020, as requested by the Police Department. Award to Motorola, Inc., using the SC State Contract #4400013556, in the amount of \$316,892.00. This vendor is located in Blythewood, SC. - *Approved*

Funding Source: Police Department - Other Lease/Rental; 1012402-636500. The original budgeted amount is \$316,892.00.

28. Council is asked to approve the purchase of Continental Tires and Tubes for passenger vehicles, as requested by the Fleet Services Department. Award to Piedmont Truck Tires Inc., using the SC Contract #4400016053 in the amount of \$54,000.00. This vendor is located in Greensboro, NC. - *Approved*



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Funding Source: Equip Svcs Fuel Parts & Repair - Tires & Tubes; 6308970-672500. The original budgeted amount is \$50,000.00. The additional \$4,000 will come from Equip Svcs Fuel Parts & Repair - Tires & Tubes 6308970-672500.

29. Council is asked to approve the purchase of Goodyear Tires and Tubes for passenger vehicles, as requested by the Fleet Services Department. Award to Frasier Tire Service, using the SC Contract #4400014577 in the amount of \$162,000.00. This vendor is located in Columbia, SC. - *Approved*

Funding Source: Equipment Services Fuel Parts & Repair 6308970-672500. The original budgeted amount is \$150,000.00. The additional \$12,000 will come from Equipment Services Fuel Parts & Repair - Tires & Tubes 6308970-672500.

30. Council is asked to approve the purchase of a CAT 305E2 LA Excavator with a Cab, as requested by the Street Division. Award to Blanchard Machinery, using the SC State Contract in the amount of \$73,896.00. This vendor is located in West Columbia, SC. - *Approved*

Funding Source: Streets-Storm Drains-Auto, trucks, Hvy-Equip-Capital; 5534203-658500. The original budgeted amount is \$78,500.00.

31. Council is asked to approve a Memorandum of Understanding for Indigent Defense in Municipal Court, as requested by the Legal Department. Award to the Richland County Fifth Circuit Public Defender's Office in the amount of \$138,000.00. - *Approved*

Funding Source: 1018404-638522

32. Council is asked to approve a contract for Washington Square Exterior Waterproofing, as requested by Support Services. Award to Watertight Systems, Inc. in an amount not to exceed \$384,795.00, which includes the base bid of \$367,545.00 plus an alternate sign removal for the building of \$17,250.00. This firm is located in Lexington, SC. - *Approved*

Funding Source: 5511219-659300 and 1011201-659300. The original budget amount is \$400,000.00.



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33. Ordinance No.: 2019-043 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article I, In General Sec. 23-1 Civil penalties for violations related to wastewater collection and treatment or water treatment and distribution; Article IV, Wastewater Service - *Approved*

First reading approval was given on August 6, 2019.
34. Ordinance No.: 2019-057 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 15, Parks and Recreation, Sec. 15-1 Prohibited acts in parks (8) – *Approved on second reading.*

First reading approval was given on August 6, 2019.
35. Resolution No.: R-2019-071 Authorizing consumption of beer and wine only at Soda City Market: Craft Saturday within the Biergarten Area only on Saturday, September 28, 2019 with a rain contingency date of Saturday, October 5, 2019 and relocation to the 1500, 1600 and 1700 blocks of Main Street excluding the intersection of Main Street and Taylor Street - *Approved*
36. Resolution No.: R-2019-072 Authorizing consumption of beer and wine only at Soda City Market: Craft Saturday only within the designated Biergarten Area, and for the Market relocation to the 1500, 1600 and 1700 blocks of Main Street excluding all sidewalks, Boyd Plaza and the intersection of Main Street and Taylor Street on Saturday, October 26, 2019 with a rain contingency date of Saturday, November 2, 2019 - *Approved*
37. Resolution No.: R-2019-077 Authorizing consumption of beer and wine only at Vista Lights 2019 on November 21, 2019 - *Approved*
38. Resolution No.: R-2019-079 Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for the Boyd Plaza Sonatas Fall Series on Tuesdays, October 29, 2019 and November 19, 2019 - *Approved*



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PRESENTATIONS

39. She Did Day Proclamation – The Honorable Mayor Stephen K. Benjamin

Mayor Benjamin and the members of City Council proclaimed Tuesday, August 20, 2019 as She Did Day in the City of Columbia.

First Lady Rachel Hodges said with the Council's support Historic Columbia and WREN launched the Columbia City of Women initiative in March 2019 with the unveiling of a map that honors the legacy of 12 trailblazing women. I'd like to thank steering committee member Tameika Isaac Devine for being our champion from the beginning and Mayor Benjamin for seeing the potential value the initiative brings to this capital city.

40. Kendrick Cross Day Proclamation – The Honorable Mayor Pro-Term Tameika Isaac Devine

Councilor Devine said we love to recognize our local folks who leave here, do great things, and always remember that Columbia is home. I've known Kendrick for over 25 years. I've watched his career from when he did poetry at Mr. B's on Two Notch Road, through his commercials, and his stardom. I'm so excited because his hard work has paid off over the years. This year, he has an amazing leading role in the new OWN drama that is shattering records. We're celebrating him tonight during the *Ambitions* watch party. He asked everyone who's coming to bring clothes that he will donate to the Oliver Gospel Mission.

Mayor Benjamin and the members of City Council proclaimed Tuesday, August 20, 2019 as Kendrick Cross Day in the City of Columbia.

Mr. Kendrick Cross said I am truly honored. I'm proof that if you set your mind to do something, be persistent and consistent, you can make things happen. I don't wait for things to come to me. I consider Columbia home and I always wanted to give back.



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41. 2019 SC American Public Works Association Project of the Year Award – Ms. Dana R. Higgins, Director of Engineering

Ms. Dana R. Higgins, Director of Engineering said we are very excited to announce our Project of the Year Award from the American Public Works Association for the Martin Luther King Jr. Park Detention and Water Quality Project. Our project goals were to reduce erosive velocities in Rocky Branch and we wanted to make it a great park for residents. Our design took the traditionally wet areas around MLK Park and increased the storage. We've seen real improvements in Five Points. We installed boardwalks above the wetlands and we've conducted education opportunities for the public. I'd like to recognize Hal Clarkson as our consultant from Woolpert.

Councilor Devine said my daughter's elementary school went there on a fieldtrip and they enjoyed it. It's amazing to see the beauty of nature and to see that we utilized this opportunity to address storm drainage issues and to create a beautiful amenity and learning tool for the community.

42. Update from Experience Columbia SC - Mr. Bill Ellen, President & CEO / Experience Columbia SC

Mr. Bill Ellen, President & CEO / Experience Columbia SC said we are here to thank you for our funding for this fiscal year and for the NCAA Men's rounds one and two basketball tournament we hosted during March Madness. The tournament attracted an attendance of over 47,000 people. The Duke vs. University of Central Florida game was watched by 12.88 million people and was the highest rated basketball tournament for first and second round games in 11 years. The hotel occupancy rate was over 90.9% for the entire region. More than 30 community events were planned throughout the City and attended by thousands of people. The tournament resulted in a \$1.1 million publicity value for Columbia. This is the first time we hosted the tournament since 1970. We will travel to NCAA headquarters on September 17, 2019 to meet with each tournament director for each NCAA sport that we have the potential to host. The next time we can host basketball is 2023. We have a few challenges going forward, but we are in good shape to get it back. The bid is due in February 2020. Thanks for your support.

Councilor Baddourah said thank you Bill for all the hard work you did during March Madness. I was impressed with the number of volunteers who were working. The Police Department did a great job and the atmosphere was outstanding.

Councilor Devine said we have hotel rooms that are being planned. They won't be operational when you put the bid in. Will we be able to put that into the proposal?



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Mr. Bill Ellen, President & CEO / Experience Columbia SC said we will be able to include the total number of rooms available, because that is important to the fans. Last time they gave us a pass on the number of full-service hotels. The intent is to have one team per hotel for a total of eight hotels.

Councilor Devine said this Council looks forward to working with you on the expansion of the Convention Center. We are doing our part to encourage development. It is important for our citizens to understand the relationship of all these things. We have to continue to discuss the need to be creative and continue to develop our downtown so that we can be competitive for things like the tournament.

Mayor Benjamin said there are some things we need to spend some time on like the Miss South Carolina Pageant, Watchtower, and the NAACP. We are going to ask for 1,000 sq. ft. of exhibit space and we're going to make it happen.

43. Communities in Schools of the Midlands Update – Ms. Latasha Taste-Walker, Director of Development

Ms. Latasha Taste-Walker, Director of Development said we are providing drop-out prevention services at seven schools in the Midlands. We are helping schools overcome obstacles for students who are at-risk for dropping out.

Ms. Tankia Epps, Interim CEO and Program Director said we integrate our services into schools by placing site coordinators into the schools that we serve. The site coordinator supports the school, students, and parents by bringing in community resources to meet academic and non-academic needs. We want to provide the support that students need to continue successfully throughout their academic careers. This past school year, we served almost 2,000 students. Of those students, 186 received our case management services.

Ms. Kizzie Sims, Sandel Elementary School Site Coordinator said I serve 59 students with case management. Of that 59 students, 79% increased in ELA; 88% made gains in math; and 100% of the students met their behavioral goals and improved their attendance. We find out what the students need in their lives to be successful and we do whatever it takes.



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Ms. Latasha Taste-Walker, Director of Development said we are conquering a national problem right here in the Midlands. We are achieving great results and we'd love the opportunity to work with you one on one. We were awarded an Environmental Energy Program Grant from Dominion Energy and we will be teaching students how to support the environment.

44. 14th Annual Dr. James R. Clark Memorial Sickle Cell Walk - Ms. Yvonne Donald, M.A., CSCEC, Deputy Director of the James R. Clark Memorial Sickle Cell Foundation and Ms. Regina Brown, 2019 Walk Ambassador

Ms. Yvonne Donald, M.A., CSCEC, Deputy Director of the James R. Clark Memorial Sickle Cell Foundation announced that the 14th Annual Dr. James R. Clark Sickle Cell Walk will be held on Saturday, September 14, 2019 at MLK Park, 2300 Greene Street. The walk is held annually to honor our children, families, and adults who live daily with Sickle Cell disease. September is Sickle Cell Disease Awareness Month. Proceeds from the walk benefit our scholarship fund that assists students with sickle cell disease in pursuing higher education. To date, we have awarded 30 scholarships. This year's Walk Ambassador is Ms. Regina Brown, Manager of Community Relations for Prisma Health Midlands.

Ms. Regina Brown, 2019 Walk Ambassador encouraged everyone to support the walk.

ZONING / PLANNING MATTERS - SECOND READING

45. ADOPTION OF A UNIFIED DEVELOPMENT ORDINANCE - Repeal Chapter 17 and Adopt a new Chapter 17

Ordinance No.: 2019-013 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, to repeal and replace Chapter 17, Planning, Land Development and Zoning -- *The Public Hearing was held on March 19, 2019. First reading approval was given on August 6, 2019. – Approved on second reading.*

Proposal:	Repeal Chapter 17 of the Columbia Code of Ordinances entitled "Planning, Land Development, and Zoning" and adopting a new Chapter 17 entitled "Unified Development Ordinance"
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Pertinent Sections:	Chapter 17 of the Columbia Code of Ordinances
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Applicant: Krista Hampton, Director of Planning and Development Services

Staff Recommendation: Recommend to City Council for approval of the new Unified Development Ordinance

PC Recommendation: 01/07/2019; Approval (8-0)

Councilor Rickenmann said for the record that we are going to make an amendment.

Mayor Benjamin said we stated for the record last time that we expect that between now and the implementation next year, there will be some amendments and more public discussion around that.

Upon a motion made by Mr. Baddourah and seconded by Ms. Devine, Council voted unanimously to give second reading approval to Ordinance No.: 2019-013 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, to repeal and replace Chapter 17, Planning, Land Development and Zoning.

ORDINANCES - FIRST READING

46. Ordinance No.: 2019-056 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Offenses and Miscellaneous Provisions, to add Article XII Extreme Risk Protection Orders – *Approved on first reading as amended.*

Councilor Devine explained that Mayor Benjamin proposed this ordinance over a month and a half ago before the tragic incidents happened in Dayton and El Paso and I asked that it be held so I could do some research. Unfortunately, we have learned all too well that these extreme measures are necessary. We learned that the mother of the shooter in El Paso called law enforcement because of his behavior and there was no such remedy available to her. It was my concern to make sure that we were not only allowing law enforcement to confiscate weapons but to also refer someone to treatment. Sometimes there are mental health or domestic violence issues that aren't being treated by other avenues. This is an extra tool for law enforcement but it will only be utilized if people say something.



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Mayor Benjamin said the purpose isn't only to protect the general public but also protecting people from themselves. These ordinances have been proven to save lives by allowing law enforcement and family members to intervene. It's important to recognize that this ordinance and the other ordinances that we're proposing are consistent with federal and state law. It shows the importance of local activism.

Mr. Patrick Wright, Senior Assistant City Attorney said it gives the court the ability to order someone to relinquish a firearm to a law enforcement agency or to a licensed gun dealer that's willing to accept the weapon. It was drafted that way to be in compliance with State law.

Councilor Rickenmann said the most important piece to it is helping them get into a program to solve the problems. It was very important that we took our time to do this prior to moving forward.

Mr. Patrick Wright, Senior Assistant City Attorney said the Council was forward thinking. In speaking with judges who deal with these issues in probate court, I think it does help to enhance the ordinance.

Councilor Baddourah said let's just make sure that it's the families or the police's determination to make that call. If you see something disturbing on social media, report it to the authorities as soon as possible, because you never know what that person is thinking.

Councilor McDowell asked when gun violence is going to stop. CPD is doing their best to keep up with this non-sense. We have to stop talking about it and collectively do something about it. When are we going to place our edicts on the wall and simply say no more? Our children are dying.

Upon a motion made by Ms. Devine and seconded by Mayor Benjamin, Council voted unanimously to give first reading approval to Ordinance No.: 2019-056 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Offenses and Miscellaneous Provisions, to add Article XII Extreme Risk Protection Orders, subject to amending Sec. 14-355 (d) to add 10 to read as follows: an order by a court of competent jurisdiction has been issued pursuant to South Carolina Code Sec. 44-22-100, et. seq. and Sec. 14-356 to read: mental health, chemical dependency, and domestic violence treatment and during any proceeding under this article the court shall consider whether a mental health, chemical dependency, or domestic violence treatment is necessary and may order the petitioner to file the appropriate action in the court of competent jurisdiction for an order of mental health evaluation, chemical dependency evaluation, or domestic abuse treatment.



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47. Ordinance No.: 2019-062 Amending Chapter 14, Offenses and Miscellaneous Provisions, Article I, Offenses and Miscellaneous Provisions, to add Sec. 14-8 Hate intimidation – *Approved on first reading as amended.*

Upon a motion made by Mayor Benjamin and seconded by Ms. Devine, Council voted unanimously to give first reading approval to Ordinance No.: 2019-062 Amending Chapter 14, Offenses and Miscellaneous Provisions, Article I, Offenses and Miscellaneous Provisions, to add Sec. 14-8 Hate intimidation, subject to amending the section immediately after last protected class to include the words gender identity and immediately after national origin include the words gender identity or expression.

Mayor Benjamin said I'd be happy to have continued discussions with all citizens on all sides.

Councilor Devine said this is a leadership step. Going back to the bump stock ordinance, once we did it others followed suit. I would hope that our State would look at the statutes and implement Hate Crime legislation on a statewide level. I would also ask that we send a letter to our delegation urging them to make it a priority for the next session and that we direct Mr. Michel as our lobbyist to put that on the City's priority list when lobbying at the State House.

Mr. Patrick Wright, Senior Assistant City Attorney explained that this ordinance takes the statutes for the ordinances that are listed and it provides an enhancement. Anyone who commits the underlying crime and it is deemed that they had the intent to intimidate a person because of race, color, creed, religion, ancestry, gender, sexual orientation, gender identity or expression, or national origin that crime can be enhanced. It runs consecutive to what they would get under the crime itself.

Councilor Duvall said the sections listed at the start of the ordinance are all identified crimes. Our ordinance adds an additional charge of hate crime to our existing crimes.

Mr. Patrick Wright, Senior Assistant City Attorney said that's correct.



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48. Ordinance No.: 2019-063 Amending Chapter 14, Offenses and Miscellaneous Provisions, to add Article XIII, Gun-free School Zones – *Approved on first reading.*

Mr. Patrick Wright, Senior Assistant City Attorney explained that State law provides some controls for people carrying weapons on school property. This compliments State law and it mirrors federal law. If you have a permit or license to carry a weapon, you have to make sure it's properly contained according to our ordinance, state law, and federal law. The main difference is that our ordinance goes from K to 12 and the state's ordinance goes up to universities and colleges. Both deal with public and private institutions. This ordinance takes effect within a 1,000 ft. radius. If you are in compliance with Sec. 16-23-420 then you are in compliance with our ordinance. We drafted it in such a way that we would be in compliance with state law.

Councilor Rickenmann said I want to ask a question because he said that the state statute this is based off of includes colleges.

Mayor Benjamin said we want to spend some time looking at colleges and hospitality zones to figure out if we can expand it to include them.

Upon a motion made by Mayor Benjamin and seconded by Mr. Davis, Council voted unanimously to give first reading approval to Ordinance No.: 2019-063 Amending Chapter 14, Offenses and Miscellaneous Provisions, to add Article XIII, Gun-free School Zones.

Mayor Benjamin said I am thankful for this Council and our incredible staff for their leadership. You've listened to people on all sides of every aisle as we composed the various policy directives that have come out of this body. Over the past several years, we have led the way nationally as the first City in the country to ban bump stocks and trigger cranks. The federal government followed not long thereafter. Tonight, a hate intimidation ordinance and extreme risk protection orders are both getting first reading along with the gun-free school zones ordinance. In the last few months, we've moved forward with incentives encouraging our citizens to report lost and stolen firearms. We banned ghost guns. In spite of the federal government and state government being slow to act or not acting at all, we continue to operate with our number one priority at hand and that is making sure our community is safe. We are going to continue to lead. In the last year, the Columbia Police Department working closely with the Richland County Sheriff's Department has taken 1,500 guns off the streets in our community. We've invested in ShotSpotter. Yesterday we announced that we are the first city in the state to join First Net Authority, allowing our first responders uninterrupted priority broadband network. We are leading the way and we are not going to stop leading the way. We will do as much as we can, as long as we can.



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Councilor Rickenmann said we are at that juncture where we are making moves and we're doing everything. The one thing that we have to solve between now and January is the funding source to make sure that our CPD and our other public servants who are keeping this City safe and clean have all the tools. We are doing everything we can on the legislative side but we have to give them everything on the streets, because we do have a problem. The newspaper published one part of what we said about the University. If we don't come together as a community, we're not going anywhere. We have to get those resources and all of the entities need to contribute.

Councilor Davis said these things are basic to keeping our families and children safe. No City or municipality is productive unless people feel safe when they move around. The schools are basic to us and children are not feeling safe at school, then we all know that they aren't safe when they travel to and from school. I agree that our CPD is one of the best in the country and we have always attempted to make sure they have what they need to keep us safe. The commitment to them is unquestionable.

Councilor Baddourah asked staff to identify the 1,000 feet within a gun-free school zone to create more awareness for visitors to schools.

49. Ordinance No.: 2019-064 - A Thirteenth 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 \$310,000,000, 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; and other matters relating thereto – *Approved on first reading.*

Mr. Jeff Palen, Assistant City Manager/Chief Financial Officer recalled that during the late winter we had an ordinance for the next bond issue for roughly \$97 million. In the spring, we decided to hold off on that based on our current cash position and we had another capital improvement plan coming up. We combined two years into this one bond ordinance. This will be paying for our ongoing capital improvement plan for fiscal year 2019 and fiscal year 2020. That will be a total of \$120 million in projects last year and \$80 million in projects this year. Of the \$310 million, the new money piece of the project fund is \$149 million. We have \$147 million in outstanding bonds that are eligible for refunding. We anticipate savings in debt service over the next several years of \$500,000 to \$1.7 million per year. That will have a positive effect on the rate study update that



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Black and Veatch will bring back during the spring. There's an additional \$10 to \$12 million contingency. Part of the savings will generate additional cash in the system. That will go to additional projects and we will show less debt in the future. It will also have an effect on next year's rates.

Councilor Duvall asked Mr. Palen to decide before second reading if it's better to pay down debt or pay cash for projects.

Upon a motion made by Mr. Baddourah and seconded by Mr. Davis, Council voted unanimously to give first reading approval to Ordinance No.: 2019-064 - A Thirteenth 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 \$310,000,000, 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; and other matters relating thereto.

50. Ordinance No.: 2019-059 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 8, Environmental Health and Sanitation, Article III, Noise – *Approved on first reading.*

Upon a motion made by Mr. Duvall and seconded by Mr. Baddourah, Council voted unanimously to give first reading approval to Ordinance No.: 2019-059 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 8, Environmental Health and Sanitation, Article III, Noise.

RESOLUTIONS

51. Resolution No.: R-2019-078 Adopting an Investment Policy for the City of Columbia – *Approved*

Upon a motion made by Mr. Davis and seconded by Mayor Benjamin, Council voted unanimously to approve Resolution No.: R-2019-078 Adopting an Investment Policy for the City of Columbia.



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52. Resolution No.: R-2019-080 Committing the City of Columbia, South Carolina to provide a local match for a Municipal Association of South Carolina Hometown Economic Development Grant and Following its Procurement Policy when Securing Services and Products with the Grant Funds – *Approved*

Mr. Ryan Coleman, Economic Development Director said we are applying for the Municipal Associations Hometown Grant. They provide up to \$25,000 in grant funds for a variety of things. We are requesting funds for marketing. We've been working on a digital marketing concept focused on business recruitment. It's a 15% match so our commitment is \$3,750. They require a Council resolution to accompany the grant application as well.

Upon a motion made by Mr. Duvall and seconded by Mr. Baddourah, Council voted unanimously to approve Resolution No.: R-2019-080 Committing the City of Columbia, South Carolina to provide a local match for a Municipal Association of South Carolina Hometown Economic Development Grant and Following its Procurement Policy when Securing Services and Products with the Grant Funds, as amended to include "and Following the City of Columbia Procurement Policy."

OTHER MATTERS

53. City Council is asked to approve a Substantial Action Plan Amendment #5 for submission to the Department of Housing and Urban Development along with all citizen comments received during the 15-day public comment period from August 9-24, 2019, as requested by the Community Development Department. - *Approved*

Funding Source: CDBG DR

Upon a motion made by Mr. McDowell and seconded by Mr. Baddourah, Council voted unanimously to approve the Substantial Action Plan Amendment #5 for submission to the Department of Housing and Urban Development along with all citizen comments received during the 15-day public comment period from August 9-24, 2019.



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54. Hospitality Tax Funding Request - The Honorable Mayor Stephen K. Benjamin

Mayor Benjamin said this is a minor issue. We previously appropriated \$39,060 to the Benedict Classic and \$14,850 to the Palmetto Classic, which included Benedict. My motion is to shift \$12,850 from the Palmetto Classic to the Benedict Classic. Both were considered by the Hospitality Tax Committee and are happening this fall.

Upon a motion made by Mayor Benjamin and seconded by Ms. Devine, Council voted unanimously to reallocate \$12,850.00 from the Palmetto Capital City Classic to the Benedict Classic.

CONSIDERATION OF MATTERS DISCUSSED DURING THE WORK SESSION

No matters were considered at this time.

CITY COUNCIL COMMITTEE REPORTS/REFERRALS

Councilor Baddourah asked staff to look at picking up yard debris even when the resident is unresponsive within seven or ten days and then send them a bill. Do we need to look at the policy?

Ms. Teresa Wilson, City Manager said we had a lot of storms going on. Our staff is good about collecting yard debris unless it is substantial and requires payment to have it done. I want to see if you have any specific locations.

Mr. Robert Anderson, Public Works Director said we need to look at it from a legal perspective because code enforcement does issue notices on the property. That notice has to be up prior to us picking up the debris.

Councilor Davis said there are instances where landlords or tenants may not comply. You and I have dealt with this several times this year. Some people dump in other neighborhoods that they don't live in. A lot of the time its construction material. I'd like to see us work with Public Works to track that also. We should make the fine as steep as possible.

Ms. Teresa Wilson, City Manager said we need whatever information you have on the locations. There may be an opportunity for them to catch who is doing that.



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Councilor Devine said we may need to do a friendly reminder through Public and Media Relations. We should send something to neighborhood presidents to remind residents to coordinate their yard cleanup with the days we pick up yard trash.

Upon a motion made by Mr. Rickenmann and seconded by Ms. Devine, Council voted unanimously to refer the discussion of a potential economic development overlay to the Economic Development Subcommittee.

APPEARANCE OF THE PUBLIC

Mr. David Olds, University of South Carolina sophomore majoring in International Studies said I am the director of a student organization called the City Advocacy Commission. We find ways for students to collaborate with local government to find solutions to issues students are dealing with. I am asking you all to work with us more whether it's through emails or dialog.

Ms. Lauren Small said I am a mom of two children and a customer of Columbia Water. I have concerns about the new AMI meters. I brought a petition signed by 139 other customers who also have concerns. There are conflicts with the safety study that I've seen. The bursts of Radio Frequency (RF) radiation that these meters emit are considered a class 2b carcinogen by the World Health Organization. This is the same as lead. I also brought a study showing that conductive plumbing due to ground currents can cause childhood cancer. I've been told that the meters will only transmit twice per day and that is less radiation than our cellphones are emitting, but I haven't seen anything that shows that. PGE, a utility company in California stated that their meters were only transmitting nine times a day, but the utility admitted that its meters were transmitting up to 190,000 times per day. There are people in the community who are more sensitive to electromotive force (EMF). I brought a study today for reference. Our goal is to opt out of these meters and keep our analog meters. I brought another study to show specific concerns on smart meters. Since we are unable to choose our utility company, I believe we have a right to decide which technology is put on our property. There is conflicting data with this newer technology.

Mayor Benjamin said we discussed some of your concerns at a work session today and we want to make sure that we communicate as much as we can to make sure these questions are answered with as much specificity as possible.

Councilor Baddourah asked Ms. Small if they are surrounded by other houses. How many meters are close to your house?



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Ms. Lauren Small said I live in a neighborhood so there are a number of meters. We also have the newer electric smart meters. It's a compounding issue.

Ms. Kara Chamberlain said I am a City of Columbia water recipient, but I don't live in the City limits. I wasn't given a choice about the smart meter. I appreciate the measures that you are currently implementing to approve the municipal water supplies and infrastructure. I know that City water has consistently been ranked among the best in the nation. The water meters have been put out as being more accurate. I would like to have the option to opt-out.

Mr. Chris Small said my concern is about the safety of these EMFs and the conflicting expert opinions on these issues. According to the FCC, not all standards and guidelines throughout the world have recommended the same limits of exposure. No matter where you go in the world there could be conflicting data on what's safe and what's not safe. Even in the FCC bulletin it states that research analysis relating to radio frequencies, safety and health is ongoing and changing. Recommended exposure limits may occur in the future as knowledge increases in the field. They are admitting that they don't have all the knowledge. In another study on cell biology and EMF standards and safety written by Martin Blank of Columbia University states that there are other disease related mechanisms and biological damage by EMF that have been identified. There are both sides of the spectrum. I am looking for the option to consider the safety of my family.

Ms. Diane Wiley said we need and we need a new Fire Station 11 off of Two Notch Road. I went on a tour Monday and it is terrible in there. It needs to be torn down. The beds are old and the drainage is bad.

Councilor Devine suggested that it is a Richland County Fire Station.

Ms. Diane Wiley said we don't know what's in the City or County. There is a burnt down building on Two Notch that used to be an old club. It's an eyesore. A man called me about CW47 on Cushman. He asked me if he could cut the tower down, because he wants to develop there. When am I going to move in my house? I'm in a deserted place. It's going on five years. I have snakes in my house, and I can't go back home. I'd like to invite you all to our neighborhood meeting on September 10, 2019 at 6:00 p.m.

Councilor Devine said the issue with the ditch has to be resolved before she can rebuild. I think we're close to a resolution on that.

Mayor Benjamin said we have done everything we can do.



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Dr. Lady June Cole, League of Women Voters Board Member said we are a nonpartisan organization and we'd like your support. We are working to inform and engage citizens in the electoral process. We have a 2019 voter guide that's found at www.vote411.org. The website promotes voter participation and provides answers about voter registration, polling places, identification requirements, and candidate information. Candidates will receive an email inviting them to participate in Vote411. It allows the candidate to participate in discussions. We hope that candidates and voters will take advantage of this opportunity. Assist us by sharing this information. The League of Women Voters does not endorse or oppose candidates.

Ms. Donna Dewitt, Vice President of Columbia AFL-CIO said our members are very concerned with ordinances 46, 47, and 48. We are proud that the City of Columbia is showing leadership. You understand that we need to keep our residents as safe as possible. We are here for you and we thank you for what you've done tonight.

Ms. Catherine Bruce thanked Councilwoman Devine and Councilman Rickenmann for providing the initial protection and signage for residential permit parking. Councilman McDowell launched the parking study with John Spade that resulted in identifying the 2200 block of Hampton Street where I live and the 1400 block of Pine Street as severely impacted blocks in the Historic Waverly District. We then got a change in our sign. After a couple of years, we got permit parking. I had passes for two years and I had them for this year, even though I don't have a sign. It really worked wonders. The Board of Zoning Appeals approved a parking adjustment for the Good Samaritan Hospital. I am asking you today to hold a public hearing and approve a residential parking district for the 2200 block of Hampton Street and the 1400 block of Pine Street. Cars are there all the time. I can't get City services and there are visibility issues.

Mayor Benjamin said let's take this in its totality. Being that close to Allen and Benedict, you face the same issues as University Hill. Let's talk to Elle about a comprehensive approach.

Ms. Connie Bailey said greetings from Kuwait. I am back for 20 days before I go to my next assignment in Taipei, Taiwan for two years. My years at the City helped prepare me for this job. I've learned and seen a lot. Being overseas helped me realize how lucky I am to be an American, to have rights, and to witness what happens in other countries. I present to you this plaque from Kuwait. I am always watching to see what's happening in Columbia.

Mayor Benjamin said we miss you dearly. You took care of me for several years. You worked hard, treated people with dignity and respect, and you were always compassionate.



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ADJOURNMENT

Upon a motion made by Ms. Devine and seconded by Mr. Rickenmann, Council voted unanimously to adjourn the meeting at 8:30 p.m.

Respectfully submitted by:

Erika D. Moore, CMC
City Clerk

DRAFT



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WORK SESSION - 2:00 P.M.

The Columbia City Council conducted a Work Session on Tuesday, September 17, 2019 at City Hall, 1737 Main Street, Columbia, South Carolina 29201. The Honorable Mayor Pro-Tempore Tameika Isaac Devine called the meeting to order at 2:12 p.m. and the following members of Council were present: The Honorable Sam Davis, The Honorable Moe Baddourah, The Honorable Howard E. Duvall, Jr., The Honorable Edward H. McDowell, Jr., and The Honorable Daniel J. Rickenmann. The Honorable Mayor Stephen K. Benjamin arrived at 2:40 p.m. Also present were Ms. Teresa Wilson, City Manager, and Ms. Erika D. Moore, City Clerk. This meeting was advertised in accordance to the South Carolina Freedom of Information Act.

INVOCATION

The Honorable Reverend Edward H. McDowell, Jr. offered the invocation.

CITY COUNCIL DISCUSSION

Upon a motion made by Mr. Duvall and seconded by Mr. Baddourah, Council voted unanimously to amend the agenda to add Municipal Complex and Convention Center to Item 7; Discussion of negotiations incident to the proposed purchase of property pursuant to S. C. Code §30-4-70(a)(2) to include Fire Station 2 and SEACO; and Discussion of negotiations incident to the proposed sale of property pursuant to S. C. Code §30-4-70(a)(2) to include Genstar Water Tank Site to the Executive Session and to also add the Commercial Corridor Development Plan to the Council Meeting Agenda.

1. Vacant Building Registration Ordinance Briefing - Mr. David Hatcher, Housing Official for the Code Enforcement Division / Columbia Police Department

Mr. David Hatcher, Housing Official for the Code Enforcement Division said I had the opportunity to meet with several stakeholders to discuss the ordinance in more detail. I met specifically with the Building Industry Association, several commercial real estate companies, neighborhood leaders, and citizens. The document I passed out outlines the major concerns that were brought to my attention during those meetings and how I have addressed those issues in the revised version of the ordinance. I wanted to restate the objectives for this ordinance from the code enforcement point of view. The objectives are: to identify all the vacant buildings in the City of Columbia; to establish a local point of contact to address issues with vacant properties; to create a mechanism for holding property owners accountable; to discourage long-term vacancies; and to reduce crime in the City. I have listed several of the stakeholders' concerns that have come to my attention since



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June 2019. A major concern is the amount of time it takes an owner to decide what they would like to do with a property. The request was to allow more time for owners to register so I changed the time from 60 days to 120 days. Once the property becomes vacant the owner has 120 days to register with the City. We heard a lot of concerns with the Vacant Building Plan. Some people thought it was mostly geared towards commercial buildings. Other people thought it was cumbersome; it required a lot of resources; and it was not business friendly. My proposal was to create a one-page form to keep it simple. It will be part of the application process to make it less cumbersome. It is an important document so we can know what is going to happen to the buildings. Another issue is people do not like the fees. There has been a lot of drawback on the fees and complaints of being a double taxed. There was discussion about the fees needing to be different between commercial and residential properties. The amounts did not change much, but I did break it down into residential and commercial fee structures. I added several exceptions for certain circumstances I did not think of before. I did not take away all fees because I feel it is a way to discourage long-term vacancies. There were also some concerns about financial hardships so we did provide an exemption in the ordinance for consideration. The subject came up that if a person owns a vacant building and they do not want to do anything with it and the building does not have any code violations, they feel they should not be burdened by the ordinance. I made an exemption for the fees if the building is being maintained and is in good condition. They will be exempt from the fees but they will still have to register.

Councilor Rickenmann asked if that is both for residential and commercial.

Mr. David Hatcher, Housing Official for the Code Enforcement Division replied yes.

Councilor Devine said I see you talk about the exceptions for estates or probate. If I own a property and it is in my name, but I don't want to rent it out, it is vacant, and I am keeping it up to code, is that listed in the language as an exception?

Mr. David Hatcher, Housing Official for the Code Enforcement Division said yes that issue is listed as another exemption if it's an estate or in probate. As long as the property is up to code it will be exempt from the fees but we will still want you to register.

Councilor Baddourah asked what is the purpose in registering those properties.

Mr. David Hatcher, Housing Official for the Code Enforcement Division said to be able to know that those properties are vacant.



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Councilor Devine said what Mr. Baddourah is trying to ask is if it has been vacant for a while and it is no longer vacant then do they just notify you.

Mr. David Hatcher, Housing Official for the Code Enforcement Division said yes and we will just take the property off the list. It is similar to the rental ordinance. If you have rental property and you are renting it out and you decide you no longer want to rent it the owner notifies us and we close the case and the permit. The importance is in knowing where these vacant properties are located. If we have this ordinance in place and we realize a house is vacant, it is good to have this information in our database so we don't continuously send letters for registration.

Councilor Devine asked if you can register online.

Mr. David Hatcher, Housing Official for the Code Enforcement Division said my long-term goal is to be able to register online. We are making a push to get the software that we use for code enforcement online and use it to register vacant properties. Our goal is to make the process as easy as possible. The Office of Industrial and General Commercial Structures properties that are listed or managed by a commercial real-estate company are generally maintained and have a known point of contact. They keep a database where we can pull all needed information. The biggest concern with the ordinance is the fear that the City is trying to take peoples' properties. That is not the intent of the ordinance. There were some references to eminent domain in the ordinance and I removed all of them. There are also concerns with the annual inspections. That is an important aspect because it helps us to be able to know the conditions of the properties and if there are any unsafe violations we can communicate with the fire department.

Councilor Rickenmann asked if the inspections are for residential and commercial.

Mr. David Hatcher, Housing Official for the Code Enforcement Division replied yes, that is the proposal.

Councilor Rickenmann asked if the City has the ability to do that. We are talking about a significant amount of properties. I hope it's a not a big amount because I would rather see them filled, but that is something we need to think about. How would you achieve that based on what you already have on your agenda and how would we keep up with that? You don't want to get in a situation where some people are getting inspected and others aren't. The process for those properties that have been closed for a period of time and then have to comply with the current code gets quite expensive for a lot of folks, which can cause more challenges. We need to think about how we can better tackle these issues.



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Councilor Davis said I had the same thought in terms of education of the general public. If there is a building that is vacant for some time but meets the smell test and there are no violations and no fees, you indicated there is a determination you make about that building. The question is how and do we need to educate the public or the building owner that it is okay to have the vacant building. Do we need to do anything different? That way it alleviates some challenges we have had and reduce the number of calls we get.

Mr. David Hatcher, Housing Official for the Code Enforcement Division said when the person registers by filling out the application we will do the inspection and make the determination of what category the property falls in and then we will issue some paper that says they are registered with the corresponding category. We are proposing that all buildings be registered annually and the building will be assigned a category based on the overall condition. Category 1 is a building with no violations and no issues. We have provided multiple exemptions and have stated that a vacant property needs an agent at least 45 miles near the property, which we took from the rental ordinance. It requires a vacant building plan and I have made that a little simpler than the original version. It requires annual inspections which establishes security measures and the fees for registration. It also establishes fines and civil penalties for noncompliance. I also want to discuss circumstances that exempts the registration. Property registered as a rental property is exempt. Rental units where at least one unit is filled is exempt. The Office of Industrial and General Commercial Use buildings that are actively for sale or lease and managed by a licensed real-estate company are exempt. Accessory structures not designed for occupancy like garages and sheds are exempt. Buildings owned by the government or successor in interest to the government are exempt. Buildings where it is the primary residence of the owner but the owner is away for an extended period of time for work, vacation, or medical reasons and the property is maintained to code are exempt.

Councilor Rickenmann asked why government buildings are exempt.

Mr. David Hatcher, Housing Official for the Code Enforcement Division said we cannot regulate any state owned buildings.

Councilor Rickenmann asked if we have the ability to make them be up to code just like we require our citizens to do.

Mr. David Hatcher, Housing Official for the Code Enforcement Division said we have a lot of limitation with state and federal buildings.

Councilor Davis asked if we have authority to bring the condition of a building to their attention.



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Mr. David Hatcher, Housing Official for the Code Enforcement Division said we do. Sometimes we get compliance, but we can't take it any further than that. For example, SCDOT and the railway companies. We deal a lot with overgrown railways and we can tell them all day long. We try to build the relationship with the businesses so that we know who to contact and maybe get something done. At the end of the day if they say they don't want to do it there is nothing we can do.

Councilor Rickenmann said we need to have our folks in the State House look into that. We are in a community that is dominated by these government agencies. I think they should have to follow the exact standards as every other citizen. We had that issue on Leesburg Road where they bought and condemned the properties and left them vacant. It became a homeless and drug haven and it was nothing we could do about it. The point is if they are exempt and they are big landholders in the community there must be something we can do.

Ms. Teresa Wilson, City Manager said what would be the problem in including that category in section 5 instead of section 4, so that at least you are putting them on notice. At least they can be required to register without the fees.

Mr. David Hatcher, Housing Official for the Code Enforcement Division said I am not opposed to that but it will just go back to the ones that decide not to comply.

Councilor Devine said we can include that in the ordinance and if enforcement becomes an issue then we will deal with it.

Mr. David Hatcher, Housing Official for the Code Enforcement Division said buildings that are exempt from the fees only and not the registration are buildings that are actively being marketed for sale or rent up to one year longer by appeal, buildings that are actively being renovated, properties that are in probate or actively being transferred, structures with a DP zoning classification, structures listed as eligible under the National Register of Historic Places, structures damaged by fire or weather event, financial hardship situations as stated previously, category one buildings that have not had any citations for the last 12 months, and buildings that have been ordered by the City to be demolished and the owner has agreed. The last section on the last page is the structure of fees. I broke them down into two categories, non-residential structures and residential structures. The residential structures are defined as one or two family residences. Anything with three families or more are considered non-residential. Initial registration is at no charge. The annual renewal is when we start charging the fees for the registration. Each renewal will increase the fees. We also have an inspection, failure to register, and failure to maintain the vacant plan fees.



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Councilor Duvall said you met with many of the opposition groups. Do we need to have a public hearing? Are the groups satisfied with the changes and clear on the new language?

Mr. David Hatcher, Housing Official for the Code Enforcement Division said I tried to address all the concerns. There might still be opposition in wanting the City to not do the ordinance at all.

Ms. Teresa Wilson, City Manager said we have received a lot of positive feedback from the business community and others who said that David came with the right spirit to the conversation and he tried to find that common ground. We always know that people might not totally agree with everything but we need to try to get to that middle ground as best as we can.

2. Update from the Columbia Housing Authority - Ms. Ivory Matthews, Interim Executive Director

Ms. Ivory Matthews, Interim Executive Director of the Columbia Housing Authority said I joined the agency on July 1st, 2019 as interim Executive Director. On July 5th, 2019, the Columbia Housing Authority Board held a meeting for the sole purpose of introducing a 12-month action plan. The plan included improving service delivery to residents, creating a climate of transparency and accountability, maximizing operational efficiencies, and increasing community confidence. Prior to joining CHA, I was able to gain some insight on the agency's operations by reviewing several internal documents. By reviewing those documents, I thought it would be best to incorporate a comprehensive assessment of all departments using industry experts and third party firms to take an impartial look at the operations within the first 120 days. Some of those assessments have been completed while other departments are still being assessed. We have the opportunity right now to house an additional four hundred families through the Housing Choice Voucher program. This program allows families to rent on the open market to private landlords. We will be opening our waiting list in a few weeks to take applications and that information will be shared on our website and also marketed through our community partners. Lorick Place is the former Bell Arms and West Avenue Apartments located at 3800 West Avenue. The property was condemned by the City in 2013 and in May 2014 the Housing Authority entered into a master development agreement with Liberty Solutions, a general contractor from Charlotte, NC to redevelop the West Avenue site. The Housing Authority subsequently acquired the site from Allegra Properties in December 2015 and completed the demolition on the existing improvements in 2016. A partnership was formed by Liberty Solutions and a development plan was initiated. Financing was secured for this property in 2018 and construction commenced in January 2019. The project consists of 87 total units, 48 two-bedroom units, and 39 three-bedroom units. The property is built on 5.8 acres of land with a total of 8 buildings, 7 residential buildings, and a small community building which includes a management office. The project was financed with tax-



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exempt bonds and 4% low income tax credits. The bonds are short-term and will be replaced with an FHA 221D4 for permanent financing. In addition, the City of Columbia contributed \$1.3 million of disaster relief funds towards this project. Construction is 47% complete and is scheduled to be finalized in March 2020. Superior Property Management will manage the property until the Housing Authority has the capacity to manage low income tax credit properties. In June 2014, the Housing Authority entered into a master development agreement with Mungo Homes, a general contractor based here in Columbia, SC and Nick's Development, a Maryland based development company. These two firms subsequently formed Urban Renaissance, LLC. A development agreement was transferred to that new entity which included the development of Gonzales Gardens and Allen Benedict Court. A demolition and disposition approval was received by HUD in 2015. Their approval transitioned the land into our nonprofit organization called Community Housing Authority Development Inc. and required replacement of 128 units below 80% of the area median income and 131 units between 80-120% of the area median income. These units have a 20-year restriction of affordability. We then added amendments to the development agreement calling for 12 off-site single family homes in the surrounding neighborhood and 8 single-family homes on the Gonzales Gardens site. The 12 off-site homes were completed with gap financing from the City of Columbia. We are also excited to say that the 8 off-site homes have all been sold. A development plan was completed for the Gonzales Gardens site, but the analysis of the plan and the agency review of the plan led to a pause on the project so we could make sure we had all of our financial sources and they were viable. We subsequently developed alternative financial scenarios that reduce the financing gap. We initially had a \$6 million gap to complete the construction of this project and we have narrowed it down to \$1 million. We are still working to close that deal.

Councilor Devine said is the actual development plan the same. I know there are some questions about affordability, has that remained the same?

Ms. Ivory Matthews, Interim Executive Director of the Columbia Housing Authority said we are internally analyzing that as well. We are analyzing the buildings. Having three-story walk-ups might not be viable. Especially in this community with families who are aging and other similar issues. We are working internally to create a different design concept and have further discussions with our board and the community.

Councilor McDowell said the excitement in Gonzales Gardens emanates with those eight houses. There has been some push back in terms of doing more there. It's a good start for something that is going to be positive. It is a good sign that residents are already there maintaining the properties and from all appearances it looks good. With you tweaking the design to examine three-story walk-ups, I feel that will help tremendously.



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Councilor Duvall said I have a question about the eight single-family homes. There were originally 12 homes built and occupied and then you added 8 more. Do we have 20 single-family homes now?

Ms. Ivory Matthews, Interim Executive Director of the Columbia Housing Authority replied yes. The eight were the most recent ones and they closed in July 2018.

Ms. Teresa Wilson, City Manager said you mentioned the gap financing that's needed. Can you explain again what you are trying to do at this point, because we had some discussions with the developers and that number sounded differently.

Ms. Ivory Matthews, Interim Executive Director of the Columbia Housing Authority said yes that number was certainly different in the conversation you had with the developers. That conversation with the developers was done prematurely and it did not involve the Housing Authority, which was inappropriate since we are a strong partner in the deal. We have access to new HUD programs like the Rental Assistance Demonstration Program and we also have access to increase the revenue through our project based voucher assistance. Those are just some of the things we did to close the gap. One million is the number right now.

Councilor Rickenmann asked if there is an ability to go into traditional financing to fix that gap based on the size of the project and all the income that is coming in.

Ms. Ivory Matthews, Interim Executive Director of the Columbia Housing Authority said we have some of the traditional financing. We try to look at some of the nontraditional financing because there is not a lot of income coming in since these units are rented at affordable rates. Working with those nontraditional financing options helps to make sure we aren't working so close to the margin. Some of the traditional mortgage programs require a quicker payback than some of the nontraditional options. With traditional sources we can typically get mortgages at 20 years and with the nontraditional we can typically get mortgages at 40 years.

Councilor Rickenmann said this is a short-term gap and if you could utilize traditional sources now, once the project is out of the ground you could refinance it. This project seems to have had this gap discussion for a long time and it just seems like we have to figure out a way to close it.

Ms. Teresa Wilson, City Manager asked what the gap will pay for and what are the needs.

Ms. Ivory Matthews, Interim Executive Director of the Columbia Housing Authority said the gap will pay for hard costs.



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Mayor Benjamin requested an update on sources and uses to see how it all fits in. The sooner we can obtain that the sooner we can make some moves.

Ms. Ivory Matthews, Interim Executive Director of the Columbia Housing Authority said absolutely; our development team is working to get updated sources and uses.

Councilor Baddourah asked if the infrastructure is already in the ground?

Ms. Ivory Matthews, Interim Executive Director of the Columbia Housing Authority said it is probably to the site, but not on the site.

Councilor Baddourah said it's important to know that we hear Gonzales Gardens is at a standstill and nothing has been going on. We are trying to encourage you and support you in anything that we can do to get this project back on track again.

Ms. Ivory Matthews, Interim Executive Director of the Columbia Housing Authority said we placed the project on pause to take a look again at the performance and resources to see what we could do to close the gap. We are on track now and we are ready to work with the City Manager and her team to move this project along. We anticipate that all of the Allen Benedict Court units will be released on October 15, 2019 and we have issued a solicitation for environmental consultants that will enable us to commence all environmental testing including lead and asbestos. The testing results will be included in the remediation plan and the specifications for demolition. We needed to do this step so we can put together a solicitation to procure a demolition contractor. The redevelopment of the ABC site was included in the development agreement with Urban Renaissance, Mungo Homes, and Nick's Development. It was included in the solicitation of the Housing Authority back in 2013 but a lot has changed since 2013. In regards to the redevelopment of that site and the surrounding areas, we intend to solicit a new master development partner with more extensive mixed income development experience. We anticipate to release that solicitation by the end of the 2019.

Councilor Rickenmann said obviously the property has a lot of problems but one of the things that came out of that was the ability to walk around and see the potential. I would encourage you to do the solicitation with an option for somebody to rehab the property. We had the opportunity to take some people to the site who specialize in housing credits. Their initial plan of what they thought could happen to the site was pretty amazing. Sometimes it's great to take something that left a bad taste in people's mouths and really turn it into something that everybody can be proud of. There is an opportunity to make that historical which means there could be some credits you can do something really unique. It will have significant meaning to people; there is a lot of history there.



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The opportunity to modernize that property with everything from courtyards and solar and really capturing the heart is worth looking at. The concrete buildings have such good bones and you have the ability to bring solar thermal heating and water, which are some of the ideas of the people who have gone to look at the site. These are private developers who see the value and the heart of the property. We can see the phoenix come out of the ashes. Some of the people that are interested in the rehab of the property have taken buildings that nobody else could work on and created incredible living spaces while preserving them.

Mayor Benjamin said I appreciate you for already thinking outside the box and working to close the gap on Gonzales Gardens. I have heard some of the same feedback that Mr. Rickenmann was referring to. I am not sure if I am as in love with the rehab concept. I encourage you to do your due diligence. If some units can be adapted to obtain a quality development at a lower price tag and leveraging credits, I think it will be worth it.

Ms. Ivory Matthews, Interim Executive Director of the Columbia Housing Authority said that property as you know was under restrictive covenants with the federal government. We received approval from HUD for the demolition of that property. To revert that back to something different than demolition will be like an act of congress. I do think we can certainly look at some way to still capture the history. I have done this at different places and we always make sure there are design charrettes with the community. The Housing Authority will not be designing this behind closed doors but certainly out in the public to get the public's feedback and opinion.

Councilor Devine said Ms. Matthews has given us a lot of information and she is thinking outside the box. There will be a request for proposals and if somebody has a great idea that is worth looking into, Ms. Matthews can sell it to HUD. We need to let her move forward and give her the leeway.

Councilor Baddourah said can you make me understand the demolition permit you obtained from HUD. If you want to change it why is that a problem or how does that work.

Ms. Ivory Matthews, Interim Executive Director of the Columbia Housing Authority said it literally takes an act of congress to get approval to dig a demolition. HUD is full of regulatory requirements. The City's support is immensely valuable to continue to preserve and create more affordable housing for all of the citizens in our community. We look forward to a continued partnership with the City of Columbia.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
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Councilor Devine said I have a question about the 400 vouchers that are going to be available. It's great to hear that there are vouchers because the waiting list is crazy but it has been a challenge to find landlords that are willing to accept vouchers. Is there a plan to make sure that landlords want to partner with the Housing Authority and provide properties?

Ms. Ivory Matthews, Interim Executive Director of the Columbia Housing Authority said we are really trying to increase the communication with our landlords and also the relationships with the landlords. We are looking at landlords that we have not done business with for a while and seeing if they are willing to do business again with the Housing Authority. We also have additional incentives that we can do internally to do a better job at being a partner with our landlords. Landlord workshops are going to continue from here on out. There will be a continuation with meeting with landlords, which can be mom & pop landlords with small units or multi-family units and also commercial realtors or property management firms. Right now we have a website under construction, which will be a gateway for landlords to register for our workshops.

Councilor Baddourah said does partnering with the Housing Authority as a landlord for the voucher program have different requirements or is it the same as a typical landlord. What criteria does a landlord have to have to participate in the voucher program?

Ms. Ivory Matthews, Interim Executive Director of the Columbia Housing Authority said the basic criteria for a landlord to participate in the program is they cannot be delinquent with paying taxes to their local municipality. They also must meet housing quality standard inspections. It is not a code inspection but a housing quality inspection that governs safe and sanitary codes. We hire an inspector that goes out and inspects the unit before we go into a contract with the landlord.

Mayor Benjamin said with all that you are doing with Allen Benedict Court, let's keep it moving fast; people need housing. We want to see a quality product on the ground sooner rather than later. Mr. McDowell has spent time with Ms. Matthews and the chairman of the board talking about food security around the property. The former Save-A-Lot location has been incredibly helpful and supportive in trying to address the needs. The Housing Authority has been very helpful in finding creative solution to that problem. We want to continue to facilitate a productive dialog.

Ms. Teresa Wilson, City Manager said I am going to take a moment of personal privilege to introduce Ms. Tiniece Jarvis our new Director of Human Resources. She has been with the City for two weeks and we are very excited to have her. She brings a lot of HR experience and also 28 years of education experience. She is a native of Orangeburg, SC and a graduate of SC State University.



We Are Columbia

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Ms. Tiniece Javis, Director of Human Resources said I appreciate being welcomed here today. You mentioned my education experience, I am very goal driven and we love to have data to drive that. I had my first staff meeting and we talked about customer service and satisfactory surveys and how that might point to specific areas of responsibility. We will tackle it together and work on them together.

3. AMI Water Billing - Mr. Clint E. Shealy, P.E. Assistant City Manager for Columbia Water

Mr. Clint E. Shealy, P.E., Assistant City Manager for Columbia Water said we generate around 145,000 water bills every month. You can imagine that not every one of those 145,000 recipients is happy to receive that bill. I wanted to let you know that we have reviewed our data over the previous years versus this most recent period. We have not seen any sort of a surge in complaints or concerns in water bills. I want to make you aware of a few efforts we have made over the last two years to make sure our water bills that we send out are accurate. We have changed our meter reading routes. We use to have folks go out and physically read 145,000 meters, it's about 142,000 right now because we have implemented a few AMI meters. Instead of the same person reading the same route every month, every two to three months we swap routes, increasing the accountability of employees. We also routinely audit and if they are any issues we pay somebody to go back and re-read the route to make sure we have the numbers right. We have a consolidated skip report that we implemented two years ago. We have seen the number of estimated skipped meter readings steadily decline. We are up towards best practice and best in class with about 1% estimated readings, but we are doing what is best for companies that read meters manually. You allowed us to invest in new meter reading vehicles which allow us to see where the vehicle is parked, when it was parked, and when its moves to the next spot. We are allowed to see which meters were read, providing more accountability and allowing us to check behind employees when you have those types of concerns. We have implemented a customer advocate team. They have been effective in terms of diagnosing those problematic high bills and identifying the reasons for the high bills. They also provide overall help to the customers.

Councilor Devine asked if we have any stats on the customer advocate team, like how many concerns are they getting and the time it takes to resolve them.

Mr. Clint E. Shealy, P.E., Assistant City Manager for Columbia Water said yes, I can get them. We have an escalated complaint review process which gets passed straight to staff for resolution. We have a high billing screening process so that if we do have an error in meter reading we are catching that bill before it gets sent out. That process is done manually so it's very difficult to catch every error but, we are catching more than we used to.



We Are Columbia

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Councilor Rickenmann asked you can you set the software to automatically detect when somebody has an above average usage reading.

Mr. Clint E. Shealy, P.E., Assistant City Manager for Columbia Water replied yes, the process is done manually and if we were to set the threshold too low we wouldn't be able to get to them all. We have to set that threshold high. The AMI implementation will resolve a lot of those issues. We are reading our analog meters in cubic feet and we bill them in hundreds of cubic feet (CCF). Our new AMI meters will be read in gallons and ultimately billed based on 1,000 gallon units. The transition from the old technology to the new has had a crossover between old billing and the new billing. We recognize we have a problem here and we have potential solutions to the problem. We will also put information on our website to help the customers. Ultimately, everyone will have an AMI meter and will be billed in 1,000 of gallons' units.

Councilor McDowell asked if this will allow for customers to opt-out of the AMI roll-out and stay with the older system?

Mr. Clint E. Shealy, P.E., Assistant City Manager for Columbia Water said we have continued to be in dialog with customers wanting to opt-out, shared research and legal opinions, and told them we will not come to their homes without their permission to switch out the meter. What we have done is placed those customers on a deferred list while we continue to try and answer their questions and educate them on the benefits of AMI. As we continue the installations and we get more customers wanting to opt-out, we will be generating a service cost if you want to keep the analog meter. We will come read that analog meter but it's going to cost the customer extra per month to have a staff person driving a vehicle there and reading that meter. If we allow many people to opt-out, we will never get the rate of return on this major investment we are making.

Councilor Devine said I have not been getting that many questions about the meters, but I have been getting many questions on the new 5G technology. Is there any way we can have a work session presentation or refer this to the Environment and Infrastructure Committee? We are starting to get more inquires and complaints and a briefing on what these technologies are and what other cities are doing will make sure we can answer questions and do our due diligence.

Ms. Teresa Wilson, City Manager said we can do that. My concern is who would present on the science behind these technologies. The Municipal Association has done something with the 5G technology, which we can share with Council.



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Mr. Clint E. Shealy, P.E., Assistant City Manager for Columbia Water said our bills are accurate. We have planned for our AMI customers to be billed in 1,000 gallon units hopefully by the beginning of next year and our analog customers still be billed in CCF until their meters are changed. We want every customer to be able to quickly and easily understand everything that is on their bill. I spent time reading 153 reviews that were on Google. Many were not good; our star rating is not great. I queried other utility company reviews within our region and ours was very in line with those ratings. The majority of comments were about out call hold times, the payment system, the missing digit issues, some people were unhappy with their bills, and some just said we were thieves. Many of the issues that we saw are issues we are already trying to address so I just wanted to make sure that you all knew we are working on all these issues. We are bringing in a customer service administrator that will help with customer service issues and call times. We are going to go to invest in training.

4. Board of Zoning Appeals Meeting Schedule - The Honorable Moe Baddourah

Councilor Baddourah said this discussion came from last week's BOZA meeting. Some of the residents asked me why the meetings are at 10 a.m. instead of in the afternoon. We had the same discussion when our Council meetings were at noon and we switched them to 6 p.m. to have more community involvement. Is the BOZA meeting time set in stone or can we change it? I appreciate the committee members who volunteer their time to participate on the board. I am just questioning if there is a way we can move the time so more residents can attend those meetings.

Ms. Krista Hampton, Planning and Development Services Director said the 10:00 a.m. meeting goes beyond any of our tenure. The Board of Zoning Appeals meeting is at 10 a.m., DDRC is at 4 p.m., and the Planning Commission is at 5:15 p.m. There was an effort by one of the Board of Zoning Appeals members to have the rest of the board change that time but that was not successful with the board members. You appoint the board and you can influence their decision on that issue, not on any other decisions they make. Some of the discussions with the board members is that you have business people doing business in front of the board. Additionally, the Board of Zoning Appeals meeting used to last six to seven hours so if you started at 5 p.m. it will go way later. They no longer last that long.

Councilor Devine said maybe we can do an official letter to the board asking them to reconsider moving the time.

Councilor Baddourah said I think it's beneficial for the residents and if we wanted to attend as the public. I think many residents will like to attend Board of Zoning Appeals Meeting but can't because of the time.



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Diane Wiley, Belvedere Community resident said I go to all the meetings and that time is not convenient for people with work and school. The board is not considerate of us. There was a member who was late last week and we had to wait until she arrived. If a resident is late, they go ahead and vote on the item. The board members need to go out and see what's on the agenda. They just pass items and put businesses in our neighborhoods.

Ms. Krista Hampton, Planning and Development Services Director said I will deliver the message to the board for consideration. Around what time will it be more convenient?

Councilor Baddourah said around 4 p.m. or 5 p.m. I think it's easier for people to take off an hour of work than a whole day.

5. Update from the Columbia Chamber - Mr. Carl Blackstone, President & CEO of the Columbia Chamber - *This item was deferred.*

EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Mayor Benjamin, Council voted unanimously to enter into Executive Session at 4:08 p.m. for the discussion of **Items 6 through 10**, as amended to add Administrative Matters to **Item 8** and the items previously outlined in the motion to amend the agenda.

6. Receipt of legal advice relating to a pending, threatened or potential claim – S.C. Code §30-4-70(a)
 - *James Morris v. COC*
 - *Jeffrey D. Rish v COC*
 - *Shana Griffin v. SCDOT, COC and Richland County*
7. Receipt of legal advice related to matters covered by attorney-client privilege pursuant to S.C. Code §30-4-70(a)(2)
 - *Ordinance No.: 2019-074 Amend Chapter 11, Article II Business and Professional Licenses*
 - *Columbia Urban League*
 - *AMI*
8. Discussion of the employment of an employee pursuant to §30-4-70(a)(1)
 - *Municipal Court*



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9. Discussion of appointment of a person to a public body pursuant to S.C. Code §30-4-70(a)(1)
 - *Parks and Recreation Foundation*
10. Discussion of negotiations incident to proposed contractual arrangements pursuant to S. C. Code §30-4-70(a)(2)
 - *Affordable Housing Home Loan Grant Opportunity*

COUNCIL MEETING - 6:00 P.M.

The Columbia City Council conducted a meeting on Tuesday, September 17, 2019 at City Hall, 1737 Main Street, Columbia, South Carolina 29201. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 6:27 p.m. and the following members of Council were present: The Honorable Sam Davis, The Honorable Tameika Isaac Devine, The Honorable Moe Baddourah, The Honorable Howard E. Duvall, Jr., The Honorable Edward H. McDowell, Jr., and The Honorable Daniel J. Rickenmann. Also present were Ms. Teresa Wilson, City Manager, and Ms. Erika D. Moore, City Clerk. This meeting was advertised in accordance to the South Carolina Freedom of Information Act.

PLEDGE OF ALLEGIANCE

Little Miss Sey'niyah Scott, Little Miss Sofia Chavez, Master Adil Singh, and Little Miss Angel Thompson led the audience in the Pledge of Allegiance.

INVOCATION

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

PUBLIC INPUT RELATED TO ITEMS ON THE AGENDA

No one appeared at this time.

ADOPTION OF THE AGENDA

Upon a motion made by Mr. McDowell and seconded by Mr. Baddourah, Council voted unanimously to approve the adoption of the agenda, subject to adding the Commercial Corridor Development Plan and deferring consideration of **Item 29** and **Items 61** through **66**.



**COLUMBIA CITY COUNCIL MEETING MINUTES
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APPROVAL OF MINUTES

11. Council is asked to approve the June 11, 2019, June 18, 2019, July 9, 2019, July 16, 2019, and August 6, 2019 City Council Meeting Minutes.

Upon a motion made by Mr. Rickenmann and seconded by Mr. Baddourah, Council voted unanimously to approve the June 11, 2019, June 18, 2019, July 9, 2019, July 16, 2019, and August 6, 2019 City Council Meeting Minutes.

CONSENT AGENDA ITEMS 12 THROUGH 36

Upon a single motion made by Mr. McDowell and seconded by Mr. Baddourah, Council voted unanimously to approve the **Consent Agenda Items 12** through **28** and **30** through **36**.

12. Council is asked to approve the purchase of 1,098 Blue Ninety-Five (95) Gallon Recycling Carts, as requested by the Solid Waste Division. Award to Schaefer Systems International, in an amount of \$51,311.30. This vendor is located in Charlotte, NC. - *Approved*

Funding Source: Solid Waste Rollcarts - Rollcarts and Recycle Bins (1014401-627600). The original budgeted amount is \$51,500.00.

13. Council is asked to approve the purchase of 1,500 Green Ninety-Six (96) Gallon Toter Roll Carts, as requested by the Solid Waste Division. Award to Wastequip Manufacturing, using the Sourcewell Cooperative Contract# 041217-WQI in the amount of \$80,779.80. This vendor is located in Charlotte, NC. - *Approved*

Funding Source: Solid Waste Rollcarts - Rollcarts and Recycle Bins (1014401-627600). The original budgeted amount is \$81,000.00.

14. Council is asked to approve the purchase of Recapped Tires and Tubes for passenger vehicles, as requested by the Fleet Services Division. Award to Frasier Tire Service, using the SC Contract #4400014509 in the amount of \$64,800.00. This vendor is located in Columbia, SC. - *Approved*

Funding Source: Equip Svcs Fuel Prts & Repair -Tires & Tubes (6308970-672500). The original budgeted amount is \$100,000.00.



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15. Council is asked to approve the renewal of Banner CIS Annual Maintenance for 150,000 Licenses, as requested by the Budget and Program Management Office. Award to Hansen Banner, LLC. in the amount of \$105,993.85. This firm is located in Carlsbad, CA. - *Approved*

Funding Source: Program Management Office - Maintenance and Service Contract (6218950-638200). The original budgeted amount is \$105,993.85.

16. Council is asked to approve the Purchase of Tasers and Accessories, as requested by the Police Department. Award to Axon Enterprises, as a Sole Source, in the amount of \$108,203.04. This vendor is located in Scottsdale, AZ. - *Approved*

Funding Source: Police Administrative Services - Special Departmental Supplies (1012402-627100). The original budget amount is \$110,000.00.

17. Council is asked to approve the purchase of Monthly Radio Service, as requested by the Fire Department. Award to Motorola Inc., using the SC Contract# 4400021163 in the amount of \$128,217.60. This vendor is located in Sumter, SC. - *Approved*

Funding Source: Fire Suppression Maintenance & Service Contract (1012303-638200). The original budgeted amount is \$129,600.00.

18. Council is asked to approve the Contract Extension and purchase of Eighty (80) sets of Morning Pride Bunker Gear by Honeywell, as requested by the Fire Department. Award to Newton's Fire and Safety Equipment, Inc., in the amount of \$181,008.00. This vendor is located in Graham, NC. - *Approved*

Funding Source: Fire Suppression - Safety Clothing and Supplies (1012303-625900) & Fire Administration - County - Safety Clothing and Supplies (2082301-625900). The original budgeted amount is \$181,008.00.

19. Council is asked to approve the Contract Extension and purchase of Ortho Polyphosphate Chemical Testing for the Lake Murray Water Plant and Canal Water Plant, as requested by Columbia Water. Award to Carus Corporation LLC, in the amount of \$58,800.00. This vendor is located in Peru, IL. - *Approved*

Funding Source: Utilities Columbia Canal WTP - Chemicals (5516206-624800) & Utilities Lake Murray Water PL- Chemicals (5516207-624800). The original budgeted amount is \$235,108.00.



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20. Council is asked to approve the purchase of the Upper and Lower Bearings for Influent Pump Station Pumps for the Metro Wastewater Treatment Plant, as requested by Columbia Water. Award to Evoqua Water Technologies, LLC., as a Sole Source in the amount of \$79,326.00. This vendor is located in Thomasville, GA. - *Approved*

Funding Source: Utilities Metro Wastewater Plant - Machinery & Equipment - Capital (5516208-658300). The original budgeted amount is \$80,000.00.

21. Council is asked to approve the purchase of a 60/20 Grinder with Parts for the Metro Wastewater Treatment Plant, as requested by Columbia Water. Award to JWC Environmental Inc., as a Sole Source in the amount of \$80,134.06. This vendor is located in Santa Ana, CA. - *Approved*

Funding Source: Utilities Metro Wastewater Plt - Machinery & Equipment - Capital (5516208-658300). The original budgeted amount is \$160,000.00.

22. Council is asked to approve a contract for Project WM448801; Water Main Construction along Grantham, Cockspur, Maid Stone and Kenton Courts, as requested by Columbia Water. Award to Northeast Backflow, Inc. in an amount not to exceed \$108,158.60, which includes contingency. This firm is located in Lugoff, SC. - *Approved*

Funding Source: Water & Sewer Capital Project Cost (5529999-WM448801-658650) FY 18/19. The original budget amount is \$214,235.00.

This project was bid as a Mentor Protégé Program Protégé Led project. Northeast Backflow, Inc. of Lugoff, SC is the Protégé and will be performing waterline construction at 76.7% (\$75,409.70) of the total contract value. Carolina Tap & Bore, Inc. of Columbia, SC is the Mentor and will be performing oversight for the project at 5.0% (\$4,916.30) of the total contract value.

The following vendor will be providing additional materials:

Fortiline Waterworks of Columbia, SC will be providing materials at 18.3% (\$18,000.00) of the total contract value.

23. Council is asked to approve the purchase of a CAT 308 CR Excavator for the Metro Wastewater Treatment Plant, as requested by Columbia Water. Award to Blanchard Machinery using the SC Contract# 4400018718 in the amount of \$110,828.00. This vendor is located in Columbia, SC. - *Approved*

Funding Source: Utilities Wastewater Main - Machinery & Equipment - Capital (5516205-658300). The original budgeted amount is \$130,000.00.



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24. Council is asked to approve the purchase of Field Service Inspections for Eight (8) External Lift Screw Pumps at the Metro Wastewater Treatment Plant, as requested by Columbia Water. Award to Evoqua Water Technologies, LCC as a Sole Source in the amount of \$165,125.52. This vendor is located in Thomasville, GA. - *Approved*

Funding Source: Utilities Metro Wastewater Plt - Maintenance & Service Contract (5516208-638200). The original budgeted amount is \$402,000.00.

25. Council is asked to approve a contract for Midlands Technical College Enterprise Campus Authority Sanitary Sewer Improvements, as requested by Columbia Water. Award to Lindler's Construction of SC, LLC in an amount not to exceed \$206,846.20, which includes contingency. The firm is located in Newberry, SC. - *Approved*

Funding Source: 5511301-636600. The original budget amount is \$206,847.00.

Lindler's Construction of SC, LLC is a certified Local Business Enterprise (LBE) and a Minority Business Enterprise (MBE).

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

Tom Brigman Contractors, a Local Business Enterprise (LBE), of Newberry, SC will provide clearing and grubbing services, bypass pumping (if required), and jack and bore services (to include casing, carrier pipe and end seal) for the project at 44.6% (\$83,975.00) of the total contract value.

Earth Care Services, LLC of Rembert SC, will provide erosion control services for the project valued at 1.6% (\$3,000.00) of the total contract value.

26. Council is asked to approve an Engineering Services Agreement for Project SS7522; Construction Administration & Laboratory Services for Annual Pipe Rehabilitation as requested by Columbia Water. Award to Brown & Caldwell, in the amount of \$284,800.00. The firm is located in Walnut Creek, CA with a branch office in Columbia, SC. - *Approved*

Funding Source: 5529999-SS752201-658650. The original budget amount is \$284,800.00.

This is a Mentor Protégé Program Project. Brown and Caldwell of Columbia, SC is the Mentor and will provide construction administration and observation services at 57% (\$162,995.00) of the contract value. 4D Engineering, a Minority Business Enterprise (Woman) of Lexington, SC is the Protégé and will provide construction inspection services at 43% (\$121,805.00) of the contract value.



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27. Council is asked to approve a contract for Project WM4437; Water Main Construction along Broadview, Wildleaf, Finwood, Stone Market Courts, and Melville Circle, as requested by Columbia Water. Award to Northeast Backflow, Inc. in an amount not to exceed \$325,782.60, which includes contingency. This firm is located in Lugoff, SC. - *Approved*

Funding Source: Water & Sewer Capital Project Cost (5529999-WM443701-658650) FY 19/20. The original budget amount is \$300,064.00. Additional funding to come from Water & Sewer Capital Project (5529999-WM300119-658650).

This project was bid as a Mentor Protégé Program Protégé Led project. Northeast Backflow, Inc. of Lugoff, SC is the Protégé and will be performing waterline construction at 73.1% (\$216,357.70) of the total contract value. Carolina Tap & Bore, Inc. of Columbia, SC is the Mentor and will be performing oversight for the project at 5.0% (\$14,808.30) of the total contract value.

The following vendor will be providing additional materials:

Fortiline Waterworks of Columbia, SC will be providing materials at 22.0% (\$65,000.00) of the total contract value.

28. Council is asked to approve Projects WM3872 & WM3635; Water System Improvements along Rimer Pond Road and Hard Scrabble Road, as requested by Columbia Water. Award to WK Dickson, as a sole source, in the amount of \$526,338.00. This firm is located in Charlotte, NC. - *Approved*

Funding Source: Water & Sewer Capital Projects - Capital Projects Costs (5529999-658650-WM387201-658650). The original budget amount is \$530,000.

This is a Mentor Protégé Program Project. WK Dickson of Charlotte, NC (mentor) will provide the design and construction drawings at 71.15% (\$374,490) of the total contract value.

Palmetto Consulting Engineering Group, Inc., of Chapin, SC is the Protégé and will be providing guidance on permitting and construction observation for large water lines at 20% (\$105,267) of the total contract value.

The following vendor will be providing additional services:

S&ME of Columbia, SC will be providing geotechnical and construction material testing at 8.8% (\$46,581) of the total contract value.

29. Council is asked to approve a Contract for Project SD8449-01, Gills Creek Debris Removal, as requested by Columbia Water. Award to L-J, Inc. in an amount not to exceed \$2,014,140.00, which includes contingency. This firm is located in Cayce, SC. - *Deferred*



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Funding Source: 5549999-SD844901-658650. The original budget amount is \$5,832,902.00.

This project has a Columbia Disadvantaged Business Enterprise participation goal of 20%. The CDBE goal has been met at 21.0%.

The following subcontractors will provide additional services/supplies:

L.A Barrier & Sons, a Disadvantaged Business Enterprise (Woman) and a Local Business Enterprise (LBE) of Lexington, SC will provide debris hauling services valued at 16.0% (\$268,552.00) of the total contract value.

Southern Traffic Control, a Minority Business Enterprise of Columbia, SC will provide traffic control valued at 1.0% (\$16,785.00) of the total contract value.

DESA Group, a Minority Business Enterprise (Woman) and a Local Business Enterprise (LBE) of Columbia, SC will provide staffing and general labor valued at 4.0% (\$67,138.00) of the total contract value.

30. Ordinance No.: 2019-059 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 8, Environmental Health and Sanitation, Article III, Noise - *First reading approval was given on August 20, 2019 - Approved on second reading.*
31. Ordinance No.: 2019-064 A Thirteenth 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 \$310,000,000, 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; and other matters relating thereto - *First reading approval was given on August 20, 2019 - Approved on second reading.*
32. Resolution No.: R-2019-081 Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for the CMA Dwali Party on Thursday, October 24, 2019 - *Approved*



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33. Resolution No.: R-2019-083 Authorizing consumption of beer and wine only at the Bierkeller Saturday Events at Riverfront Park in the Amphitheater Area of the Riverfront Park on Saturdays, September 21, October 5, November 23, December 7, December 14 and December 21, 2019 with rain date contingencies of Saturdays, September 28, October 12, November 30, and Sundays, December 8, December 15 and December 22, 2019 - *Approved*
34. Resolution No.: R-2019-084 Authorizing consumption of beer and wine only at the Bierkeller's Fall Series of Tuesday Biergartens at Riverfront Park in the Amphitheater Area of the Riverfront Park on Tuesdays, September 24, October 1, October 8, October 15, October 22, October 29, November 5, November 12 and November 19, 2019 with rain date contingencies of Thursdays, September 26, October 3, October 10, October 17, October 24, October 31, November 7, November 14 and November 21, 2019 - *Approved*
35. Resolution No.: R-2019-085 Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for the CMA Contemporaries Beer and Brats on Boyd on Thursday, October 17, 2019 - *Approved*
36. Resolution No.: R-2019-087 Authorizing consumption of beer and wine only at the South Carolina Oyster Festival in the 1600 block of Blanding Street on Saturday, November 16, 2019 with a rain contingency of Sunday, November 17, 2019 - *Approved*

PRESENTATIONS

37. Recognition of Mr. Mark A. Johnson as the September 2019 Employee of the Month - Mr. Robert Anderson, Public Works Director, Mr. John Hooks, Solid Waste Superintendent, and Ms. Samantha Yager, Assistant Solid Waste Superintendent

Mr. John Hooks, Solid Waste Superintendent presented Mr. Mark A. Johnson as the City of Columbia Employee of the Month. Mark is a veteran employee of the Solid Waste Division. He has been employed with the City for 14 years and 8 months. He holds the title of Equipment Operator Lead and is considered a leader within the division by his co-workers and supervisors. When you hold the title of Equipment Operator Lead, you must be dependable, a team player, provide excellent customer service, and most important is to be safe. This employee is also our main go-to guy for emergency situations. He played a huge role in the 2015 flood cleanup. I depend on him a lot to tell us what is always going on. He is always willing to help and train other employees to make the division stronger. He is an all-around team-player and a huge asset to the Solid Waste Division. I will like to introduce the employee of the month Mr. Mark Johnson.



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Ms. Teresa Wilson, City Manager said we always want to recognize our hardest working employees because you all are the ones who get it done. You see our citizens every day and let us know what we really need to be doing to make sure their life's are well taken care of and receiving the services they need. For that, here is a little token of our appreciation. It is not a whole lot, share it with someone special in your life or keep it all to yourself! Thank you Mark.

Mayor Benjamin presented Mr. Mark Johnson, Equipment Operator Lead for the Solid Waste Division a plaque for being selected as the September 2019 Employee of the Month.

38. Recognition of Benedict College as the HBCU of the Year Award Recipient - The Honorable Edward H. McDowell, Jr.

National Alumni Association of the Year

Male Coach of the Year - Coach James Rice

Male Faculty of the Year - Sanford Greene

Trustees of the Year - BC Board of Trustees, Chairman, Dr. Charlie W. Johnson

Female President of the Year - Dr. Roslyn Clark Artis, J.D., Ed.D

HBCU of the Year

Councilor McDowell said my brothers and sisters it has been a remarkable year since Dr. Artis visited and maintained her residence in the City of Columbia. You have been a driving force for us and for this community. There are a lot of yellow shirts here, Miss Benedict College and other ladies of the court with sashes on, we are certainly glad that you are here. You have gifted us with vision, with insight, and with a kind of creativity that is moving us to higher heights and deeper depths. Not only are you apart of Benedict College but you are also a part of us. We adopted you and I hope you adopted us. We love you and thank you so much for your leadership.

Dr. Roslyn Clark Artis, J.D., Ed.D, President of Benedict College said thank you on behalf of Benedict College, the HBCU that put the BC in HBCU and the 2019 HBCU of the year. We are gratified beyond measure for the recognition from our City. The City we call home, the famously hot Columbia, SC. Benedict College is embarking on its 150th Anniversary. I am not the Mayor so I do not travel with security detail, but I do have about 40 Benedict College students who are here to acknowledge the great work happening at the college. I am not confused about my role as the first female president of Benedict College, my tie is just a reflection of the leadership of Saxton Keith, Mr. Benedict College. Mr. BC started an initiative on campus of Benedict College called Tie It Up Tuesdays, a dress for success day where all of our young men wear ties. That is why I am wearing a tie today, to support our young people in all that they are doing and their initiatives and brilliance. I thank you so much for acknowledging the hard work of my entire staff and team. Thank you for this recognition, we are inspired to work even harder.



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39. City of Columbia 2019 Business Spotlight Honoree (Mota Enterprises, LLC) - Ms. Melissa L. Lindler, Director of the Office of Business Opportunities

Ms. Melissa L. Lindler, Director of the Office of Business Opportunities said diversity is important but inclusiveness is also important. As an inclusive City, our policies and behaviors recognize and celebrate the differences with everyone having the same access to opportunities. This is why today is so important as we celebrate Vanessa Mota of Mota Enterprises, LLC as our 2019 Business Spotlight Honoree. Mota Enterprises, LLC was established 11 years ago. They are known for promoting cultural awareness, diversity, and inclusion by supporting the development and growth of Latino businesses throughout the City of Columbia and the greater Midlands area. As a connector, she provides translation services, coaching, and training across cultural markets. Vanessa has been very connected to the Office of Business Opportunities. I started working with the Mayor and City Manager to stretch and engage all sectors of our community and Vanessa has certainly helped us by bridging the gap with the Latino Businesses, by building bridges of trust, respect, and understanding across cultures. Today is not only important that we are celebrating her but it is also occurring during National Hispanic Heritage Month. We pay tribute to the generations of Hispanic Americans who have positively influenced and enriched our nation and society, as Vanessa has done. I now present to you our 2019 Spotlight Honoree Vanessa Mota of Mota Enterprises, LLC.

Vanessa Mota, Mota Enterprises, LLC Founder said thank you very much. I would like to thank God overall today, the Office of Business Opportunities, and Melissa Lindler for this opportunity. Thanks to the Mayor and everyone here, specially the community of family and friends supporting the company today. Mota Enterprises, LLC opened with a vision of always helping others and in these 11 years it has grown to helping Latino and other minority businesses grow. Overall we advocate diversity and inclusivity. This year I realized that before money, it is the legacy that you leave behind, which is more important. This is something I always see Mayor Benjamin do. As my life and business message has aligned, I know I am a connector of cultures, people, and values. Today, I am here humbled and blessed for receiving such a tremendous recognition. I am here to tell you the door is open, whether you are Latino, African American, Asian, Caucasian, or European. Go through this open door and continue working hard for your vision. We all have the same opportunities, only different talents.

Mayor Benjamin said Ms. Melissa Lindler did an amazing job in characterizing Vanessa's leadership. When I think of the definition of ambassador, I can think of a very few places where you aren't already there working hard and installing the values that we are a City of all people.



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40. Willie Hall, Jr. Day Proclamation - The Honorable Mayor Stephen K. Benjamin

Mayor Benjamin said I know it seems like we spend a lot of time during Council meetings recognizing people, but if you don't take the time to say thank you to the people for their sacrifices, hard-work, and community well what is the purpose of being here.

The Honorable Mayor Stephen K. Benjamin and the members of City Council proclaimed Tuesday, September 17, 2019 as Willie Hall, Jr. Day in the City of Columbia.

Mrs. Sandra Hall said I everybody that knew my husband they grew to love him. I thank you all for acknowledging him and recognizing him for the things he has done for the children in the community and for everybody that needed help. He never cared who it was, he never met a stranger.

Mayor Benjamin said a man like your husband is what makes this community strong. We need a lot more men just like him. Thank you for making a point to honor his legacy. I also want to make it a point that the family is still coaching and mentoring boys in the community.

41. Modjeska Simkins Site Update - Ms. Robin Waites, Executive Director of Historic Columbia

Ms. Dawn Mills-Campbell, Member of the Board of Trustees for the Historic Columbia Foundation said we are proud stewards of the three City-owned historic sites. This week, is the upcoming 41st Annual Jubilee Festival and Black History Culture Celebration, which is centered at the Modjeska Simkins site. Last year 8,000 people enjoyed food, music, tours, and artist demonstrations. This year, we are excited about our performers and special guest line-up. As a graduate and employee of Benedict College, I am proud to say that the Benedict College Concert Choir will be there for the Jubilee portion of the choir presentations. Children's author and actor Karyn Parsons of Fresh Prince of Bel-Air will be on stage talking about her work. She will be in the demonstration artist tent from 12:45 p.m. to 2:45 p.m. Then at 3 p.m. our music stage headliner will be Dwele, a multiple Grammy award nominee and winner. We invite you to join us, the festival runs from 11 a.m. to 6 p.m. Also, on Friday September 20, 2019 at 6 p.m. we will be hosting a dedication as a follow-up to the honorary renaming of the 2000 block of Marion Street as "Modjeska Simkins Way". On behalf of the board and the staff, I thank you for your ongoing and longstanding support of Historic Columbia. We look forward to seeing you on Friday and on Saturday for the festival.



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RESOLUTIONS

42. Resolution No.: R-2019-086 Approving the Honorary naming of the intersection of Gervais Street and Pine Street "Gregory Adams Moultrie Way" - *Approved*

Councilor McDowell said if you've ever driven down Gervais Street and there was a smell that tickled your nostrils, it was the frying of fish, crabs, shrimp, and delectable items of culinary delicacy. We are honored today and give him the honor as we celebrate the renaming of the corner of Gervais Street and Pine Street by Palmetto Fish Market. This business has afforded each of us the opportunity to not only dine in very simplistic ways and be stuffed with seafood but also with fellowship and a kind atmosphere. A young man who worked so hard, a young man who gave his talents and gifts and blessed each one of us as we so dine. Tonight we give him honor and to the Moultrie family as we display "Gregory Adams Moultrie Way".

Mrs. Moultrie, said I received all the text, letters, and visits. Words can't express how I feel now; Greg has his star now. I am his mom, here is his dad and family and we love all of our children but Greg was the one that stood out the most. He worked on that corner relentlessly and always greeted everybody with a smile. He allowed my husband to work for the City and me to be a Registered Nurse and pursue all I wanted to do, never asking for anything for himself. I just couldn't let my baby go without letting you know just how much I care for him; his memory will forever be in my heart. I am just a mother who loves her child and I will never forget him. I am just grateful to the City of Columbia for allowing Greg to have this honor.

43. Resolution No.: R-2019-082 Authorizing the City Manager to Execute an Agreement between the City of Columbia and the Municipal Association of South Carolina for the Municipal Association of South Carolina to Act as Claimant Agency for the Collection of Debt on behalf of the City of Columbia in Accordance with the Setoff Debt Collection Act - *Approved*

Upon a motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted unanimously to approve Resolution No.: R-2019-082 Authorizing the City Manager to Execute an Agreement between the City of Columbia and the Municipal Association of South Carolina for the Municipal Association of South Carolina to Act as Claimant Agency for the Collection of Debt on behalf of the City of Columbia in Accordance with the Setoff Debt Collection Act.



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44. Resolution No.: R-2019-088 Authorizing execution of a Lease Agreement between the City of Columbia and Jay D. Rickman, Sr. and Mary Rickman for lease of 900 Riverhill Circle, Richland County TMS #07311-03-11 to be used as a training facility by the Columbia Police Department - *Approved*

Upon a motion made by Mr. McDowell and seconded by Mr. Davis, Council voted unanimously to approve Resolution No.: R-2019-088 Authorizing execution of a Lease Agreement between the City of Columbia and Jay D. Rickman, Sr. and Mary Rickman for lease of 900 Riverhill Circle, Richland County TMS #07311-03-11 to be used as a training facility by the Columbia Police Department.

45. Resolution No.: R-2019-090 Authorizing the City Manager to Execute the Amendment to the Richland Sewer Agreement and Satellite Sewer Service Agreement between the City of Columbia and Richland County - *Approved*

Upon a motion made by Ms. Devine and seconded by Mr. Baddourah, Council voted unanimously to approve Resolution No.: R-2019-090 Authorizing the City Manager to Execute the Amendment to the Richland Sewer Agreement and Satellite Sewer Service Agreement between the City of Columbia and Richland County.

ORDINANCES - SECOND READING

46. Ordinance No.: 2019-056 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Offenses and Miscellaneous Provisions, to add Article XII Extreme Risk Protection Orders - *First reading approval was given on August 20, 2019 - Approved on second reading.*

Upon a motion made by Ms. Devine and seconded by Mr. Davis, Council voted unanimously to give second reading approval to Ordinance No.: 2019-056 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Offenses and Miscellaneous Provisions, to add Article XII Extreme Risk Protection Orders, as amended to modify Sec. 14-353 under definitions to read courts shall mean a court of competent jurisdiction.



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47. Ordinance No.: 2019-062 Amending Chapter 14, Offenses and Miscellaneous Provisions, Article I, Offenses and Miscellaneous Provisions, to add Sec. 14-8 Hate intimidation – *First reading approval was given on August 20, 2019 - Approved on second reading.*

Ms. Dayna Smith, said I just want to speak on the need for this ordinance to be inclusive because the state is not moving this. With the City moving forward it can help the time that it takes for a crime to be passed to the FBI because local law enforcement can get involved from the beginning. This can prevent evidence from being lost, a case getting cold, and help to find individuals in a timelier manner. I did mention the four individuals that have been killed in the past 18 months and how the perpetrators from those crimes are still unknown to this day. This is because it took the FBI a long time to get on site and get involved. If the City police can get involved immediately that can make a huge difference in helping to find out who the perpetrators are.

Mr. Steve Letemine, said I am speaking in opposition to the proposed hate speech ordinance as a remedy to the plague of gun violence in Columbia. I would like to address the gun violence problem in Columbia from a Christian, moral, and spiritual perspective. I hope you are willing to consider a Christian input to this problem. More than one public figure has expressed grief over the loss of respect for the sanctity of human life evidenced by gun violence, especially when committed by young people. As a society we have greatly lost respect for the image of God in every person. For the last 46 years, we have instilled violence in the youth. America has killed 61 million reported children, inside the wombs of their mothers. We have taught children growing up that is okay to kill a person if they are unwanted. Abortion, violence against children while in the wombs of mothers, I believe is the root cause of the violence that we see coming out of these younger generations. Richland County leads the 46 counties in the state who are paying to see their unborn children destroyed by abortion. My request to each of you and law enforcement leaders is if you want to stop the plague of gun violence on the streets then speak up on the violence perpetrated against the unborn right here in Columbia.

Mr. Charlie Davis said I appreciate what you do every day, I know it's hard. There are good laws and bad laws. Hate crime intimidation laws or criminal penalty enhancement laws are bad laws. You would ask why. Isn't hate a bad thing? Why would anyone oppose a hate law? Good laws are designed to punish wrongdoing or action. Hate crime laws are designed to punish intent or thought and only God can determine that, as he alone knows the intent the person had when they committed the crime. This also leads to government selecting special groups to get special treatment. Why shouldn't everyone get the same treatment based on the idea of someone desiring special protection. A crime is a crime, regardless of what motivated it and it should be punished accordingly to the full extent of the law. None of the mass killings, including the one at the Emmanuel Church, El Paso, Dayton, the Gay nightclub, and the numerous school shootings, were



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stopped due to the current existing hate crime bill passed in 2009. Nor will the proposed ordinance by the City Council have that same effect because it is modeled exactly as the bill made by the President in 2009. The City Council appears to be passing laws as reactionary virtue. This bill is flawed in that it seeks to elevate the value of one group over another. The problem is not the absence of laws but the absence of morality. We all want to disarm hate but that is impossible without embracing truth first. The problem is a heart problem not a gun problem. I understand that you are trying to do something good but it is not going to be effective because it already has not been effective.

Mr. Charles Fricka said I am here to support the hate intimidation ordinance, because when we call out hate in our society we allow our society to become a more inclusive society. No one should live in fear of being punished by another person because of who they are, what they look like, or what they believe in. This is an inclusive law that covers everyone and everyone has some form of protection in this hate crime ordinance.

Mr. Michael Reed said I appreciate your service here; I know you all have to weigh a lot of things out. Have you ever said something you did not really want to say or thought something you did not want to think? I think that is part of the problem with a hate crime bill. Sometimes we want to put the finger on people who are having a bad time and have struggles in dealing with these things and they come out the wrong way. I deal with a lot of young people, young athletes and I coach them. Sometimes they struggle with their emotions and their anger and that is why I am there. There is a lot of people in this community, diverse people with diverse thoughts. Sometimes people don't agree on many things but I think the hate crime bill will suppress people's ability to express themselves and speak. People can look normal on the outside but be crazy on the inside or the opposite. I would ask you to please not rush into passing a hate crime law because I think it may have repercussions that we may not be thinking about right now. I just think if this ordinance passes it will suppress Freedom of Speech in ways we have not thought about.

Upon a motion made by Mayor Benjamin and seconded by Ms. Devine, Council voted unanimously to give second reading approval to Ordinance No.: 2019-062 Amending Chapter 14, Offenses and Miscellaneous Provisions, Article I, Offenses and Miscellaneous Provisions, to add Sec. 14-8 Hate intimidation.



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48. Ordinance No.: 2019-063 Amending Chapter 14, Offenses and Miscellaneous Provisions, to add Article XIII, Gun-free School Zones – *First reading approval was given on August 20, 2019 - Approved on second reading.*

Upon a motion made by Mayor Benjamin and seconded by Ms. Devine, Council voted unanimously to give second reading approval to Ordinance No.: 2019-063 Amending Chapter 14, Offenses and Miscellaneous Provisions, to add Article XIII, Gun-free School Zones.

PUBLIC HEARING

49. Council is asked to hold the final Public Hearing for the 2018 Consolidated Annual Performance and Evaluation Report (CAPER) Performance Review and approve submission of the 2018 Final CAPER Report, along with all citizen's comments received during the 30-day comment period, to US Department of Housing & Urban Development Department (HUD) prior to September 30, 2019, as requested by the Community Development Department. – *The first public hearing was held on August 29, 2019. – Approved*

Ms. Gloria Saeed, Director of Community Development said it is a pleasure to be here to go over our Consolidated Annual Performance Evaluation Report (CAPER), that is due annually. We had quite a year last year with some mandates we had from HUD and spending money. We had Public Works, Planning Department, CPD Code Enforcement, GIS, and other organizations providing services for us, all helping to achieve success this past year. The purpose of the CAPER is to provide the US Department of Housing & Urban Development (HUD) with information on what we were actually able to accomplish over the past fiscal year. We already had our first public comment process and this is our second one. At the end of the presentation we will be asking for Council to authorize the Community Development Department to submit these to HUD at the end of the month. In CDBG, we had \$2,280,178 in revenue and we spent \$2,665,065 due to the fact that we had some prior year income funding plus we had program income we were utilizing. With our HOME dollars, our revenue was \$617,617 and we were able to spend \$1,402,134. With HOPWA, the revenue was \$1,406,384 and were able to spend \$1,232,886. Out of the expenditures totaling \$5,300,085 we were able to leverage \$9,200,000, with our partners and other resources provided though our sub-recipients. For our accomplishments during the year, we met timeliness and worked really hard to maintain that good place we currently have with HUD. We did something different this year with National Community Development Week. We had a luncheon and a student essay contest on Financial Literacy. We were the recipient again of the 2019 John A. Sasso Community Development Week Award. For FY 2018, we had the Individual Development Account (IDA) 8:1 match for education, Fresh Strat workshops, Homeless No More,



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after school and summer camps, Youth Fast Forward job skills and training certifications, United Way of Midlands adult dental clinic, and USC food share program. For FY 2018, CDBG infrastructure projects we completed were Edisto Court Community Pedestrian Connection, Colonial Community & Booker Washington Heights Community Road Improvement Project, and Public Works Street Repaving Project. For FY 2018, Community Development accomplishments with HOPWA funding included STMU (short-term rent, mortgage, and utility assistance) to 136 households, Supportive Services to 509 people, 62 rentals subsidies, and leveraged \$6,368,942 for the HOPWA Program. We are asking for approval to submit this information to HUD by September 29, 2019.

Upon a motion made by Ms. Devine and seconded by Mr. Davis, Council voted unanimously to approve submission of the 2018 Final Consolidated Annual Performance Evaluation Report, along with all citizen comments received during the 30-day comment period, to the US Department of Housing & Urban Development Department prior to September 30, 2019.

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

Council opened the Public Hearing for Zoning/Planning Matters at 7:44 p.m.

50. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT - 68.4 Acres Lockman Road; TMS# 29000-02-35 - *Approved on first reading.*

Ordinance No.: 2019-070 Annexing and Incorporating 68.40 acres on Lockman Road, Richland County TMS #29000-02-35 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 - *Approved on first reading.*

Council District:
Proposal:

4

Request to annex, assign land use classification of Urban Edge Residential Small Lot (UER-1) and assign zoning of Planned Unit Development-Residential District (PUD-R). The property is currently classified as Neighborhood (Medium Density) and zoned Rural District (RU) by Richland County.

Applicant:

Woodcreek Development, LLC



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Staff Recommendation:	Approval
PC Recommendation:	08/05/2019; Approval 5-0

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

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to the *Comprehensive Plan Map Amendment and Zoning Map Amendment* for 68.4 Acres Lockman Road; TMS# 29000-02-35 **and** Ordinance No.: 2019-070 Annexing and Incorporating 68.40 acres on Lockman Road, Richland County TMS #29000-02-35 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015.

51. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT - 1.1-acre portion of 300 Clemson Road; TMS# 25700-02-03(p) - *Approved on first reading.*

Ordinance No.: 2019-065 Annexing and Incorporating 1.1-acre portion of 300 Clemson Road, Richland County TMS # 25 700-02-0J(p) into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 - *Approved on first reading.*

Council District:	4
Proposal:	Request to annex, assign land use classification of Urban Edge Mixed Residential (UEMR) and assign zoning of General Residential District (RG-1). The property is currently classified as Mixed Use. Corridor and zoned Rural District (RU) by Richland County.
Applicant:	Lee Lorick Prina II, Trustee / Mungo Homes Properties, LLC
Staff Recommendation:	Approval
PC Recommendation:	07/08/2019; Approval 8-0, with one recusal

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



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Upon a motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted unanimously to give first reading approval to the *Comprehensive Plan Map Amendment and Zoning Map Amendment* for 1.1-acre portion of 300 Clemson Road; TMS# 25700-02-03(p) **and** Ordinance No.: 2019-065 Annexing and Incorporating 1.1-acre portion of 300 Clemson Road, Richland County TMS # 25 700-02-0J(p) into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015.

52. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT - 400 Beltline Boulevard and 0.07 acres, East Chapel Drive; TMS# 13810-02-16 and 13810-02-15 - *Approved on first reading.*

Ordinance No.: 2019-068 Annexing and Incorporating 400 Beltline Boulevard and 0.07-acre East Chapel Drive, Richland County TMS #13810-02-16 and 13810-02-15 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 - *Approved on first reading.*

Council District:	3
Proposal:	Request to annex, assign land use classification of Urban Core Community Activity Center (UCAC-2) and assign zoning of General Commercial District (C-3). The property is currently classified as Mixed Use Corridor and zoned General Commercial District (GC) by Richland County.
Applicant:	Shaffin Valimohamed
Staff Recommendation:	Approval
PC Recommendation:	08/05/2019; Approval 5-0

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

Upon a motion made by Mr. Baddourah and seconded by Ms. Devine, Council voted unanimously to give first reading approval to the *Comprehensive Plan Map Amendment and Zoning Map Amendment* for 400 Beltline Boulevard and 0.07 acres, East Chapel Drive; TMS# 13810-02-16 and 13810-02-15 **and** Ordinance No.: 2019-068 Annexing and Incorporating 400 Beltline Boulevard and 0.07-acre East Chapel Drive, Richland County TMS #13810-02-16 and 13810-02-15 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015.



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53. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT - 1103 Ferguson Street; TMS# 11204-02-07 - *Approved on first reading.*

Ordinance No.: 2019-069 Annexing and Incorporating 1103 Ferguson Street, Richland County TMS #11204-02-07 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 - *Approved on first reading.*

Council District:

2

Proposal:

Request to annex, assign land use classification of Urban Core Neighborhood Activity Center (UCAC-1) and assign zoning of Mixed Use District and Mixed Use District, Flood Protective Area (MX-1 and MX-1, -FP). The property is currently classified as Mixed Residential (High Density) and zoned Light Industrial District (M-1) by Richland County.

Applicant:

Thomas A. Large, Lawrence A. Large, and Charles A. Large / Ballpark LLC

Staff Recommendation:

Approval

PC Recommendation:

08/05/2019; Approval 5-0

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

Upon a motion made by Mr. McDowell and seconded by Mr. Baddourah, Council voted unanimously to give first reading approval to the *Comprehensive Plan Map Amendment and Zoning Map Amendment* for 1103 Ferguson Street; TMS# 11204-02-07 **and** Ordinance No.: 2019-069 Annexing and Incorporating 1103 Ferguson Street, Richland County TMS #11204-02-07 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015.



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54. COMPREHENSIVE PLAN – FUTURE LAND USE MAP AMENDMENT - 11.58 acres W/S Ferguson Street(p), TMS #11204-02-06(p) – *Approved on first reading.*

Ordinance No.: 2019-067 Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map to include 11.58 acres W/S Ferguson Street (p); Richland County TMS# 11204-02-06(p) - *Approved on first reading.*

Council District:

2

Proposal:

Request to amend Chapter 8.3 of The Columbia Plan 2018 - Future Land Use Map to modify the land use classification on a portion of the property from Urban Core Mixed Residential Type (UCMR-3) to Urban Core Neighborhood Activity Center (UCAC-1).

Applicant:

Andrew Weddle, WREI - Weddle RE Investments

Staff Recommendation:

Approval

PC Recommendation:

08/05/2019; Approval 5-0

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

55. ZONING MAP AMENDMENT - 301 Assembly Street, 11.58 acres W/S Ferguson Street and 0.02 acres SE/S Dreyfus Road, TMS# 11204-02-02, 11204-02-06 and 11204-02-42 – *Approved on first reading.*

Council District:

2

Proposal:

Request to rezone the parcels from Light Industrial District (M-1), -Flood Protective Area (-FP) to Mixed Use District (MX-1), -Flood Protective Area (-FP).

Applicant:

Neil Meyers, Bright-Meyers Assembly Street, LLC

Staff Recommendation:

Approval

PC Recommendation:

08/05/2019; Approval 5-0

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



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Upon a single motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to **Item 54 Future Land Use Map Amendment** for 11.58 acres W/S Ferguson Street(p), TMS #11204-02-06(p) **and** Ordinance No.: 2019-067 Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map to include 11.58 acres W/S Ferguson Street (p); Richland County TMS# 11204-02-06(p) and **Item 55 Zoning Map Amendment** for 301 Assembly Street, 11.58 acres W/S Ferguson Street and 0.02 acres SE/S Dreyfus Road, TMS# 11204-02-02, 11204-02-06 and 11204-02-42.

Council closed the Zoning Public Hearing for Zoning/Planning Matters at 7:48 p.m.

ORDINANCES - FIRST READING

56. Ordinance No.: 2019-071 Relating to the Recovery of Collection Costs as a part of Delinquent Debts Collected Pursuant to the Setoff Debt Collection Act - *Approved on first reading.*

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to give first reading approval to Ordinance No.: 2019-071 Relating to the Recovery of Collection Costs as a part of Delinquent Debts Collected Pursuant to the Setoff Debt Collection Act.

57. Ordinance No.: 2019-072 Authorizing consumption of beer and wine beverages only at the 2020 Famously Hot New Year Event - *Approved on first reading.*

Upon a motion made by Ms. Devine and seconded by Mr. Baddourah, Council voted unanimously to give first reading approval to Ordinance No.: 2019-072 Authorizing consumption of beer and wine beverages only at the 2020 Famously Hot New Year Event.

58. Ordinance No.: 2019-074 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 11, Licenses, Permits and Miscellaneous Business Regulations, Article II, Business and professional Licenses, Sec. 11-32, Definitions, Sec. 11-36, Deductions from gross income; exemptions; determination of classification; and Sec. 11-41 Assessments - *Approved on first reading.*



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**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, SEPTEMBER 17, 2019**

Upon a motion made by Ms. Devine and seconded by Mr. Duvall, Council voted [6 to 1] to give first reading approval to Ordinance No.: 2019-074 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 11, Licenses, Permits and Miscellaneous Business Regulations, Article II, Business and professional Licenses, Sec. 11-32, Definitions, Sec. 11-36, Deductions from gross income; exemptions; determination of classification; and Sec. 11-41 Assessments. Voting aye were Mr. Rickenmann, Mr. McDowell, Mr. Duvall, Mr. Baddourah, Ms. Devine, and Mr. Davis. Mayor Benjamin voted nay.

59. Ordinance No.: 2019-075 Authorizing the City of Columbia, South Carolina to execute and deliver an Equipment Lease Purchase Agreement in the Amount of Not Exceeding \$9,250,000 Between the City and the Lessor Thereof to Defray the Cost of Acquiring Certain Equipment; and Other Matters Relating Thereto - *Approved on first reading.*

Upon a motion made by Mr. McDowell and seconded by Mr. Baddourah, Council voted unanimously to give first reading approval to Ordinance No.: 2019-075 Authorizing the City of Columbia, South Carolina to execute and deliver an Equipment Lease Purchase Agreement in the Amount of Not Exceeding \$9,250,000 Between the City and the Lessor Thereof to Defray the Cost of Acquiring Certain Equipment; and Other Matters Relating Thereto.

60. Ordinance No.: 2019-078 Amending Ordinance 2019-038 to Adopt the Budget for the City of Columbia, South Carolina for the Fiscal Year Ending June 30, 2020 - *Approved on first reading.*

Upon a motion made by Mr. McDowell and seconded by Ms. Devine, Council voted unanimously to give first reading approval to Ordinance No.: 2019-078 Amending Ordinance 2019-038 to Adopt the Budget for the City of Columbia, South Carolina for the Fiscal Year Ending June 30, 2020.

APPOINTMENTS

61. Central Midlands Council of Governments - *Deferred*
62. Central Midlands Development Corporation - *Deferred*
63. Columbia Museum of Art - *Deferred*
64. Columbia Tree and Appearance Commission - *Deferred*



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, SEPTEMBER 17, 2019**

65. Municipal Election Commission - *Deferred*
66. Property Maintenance Board of Appeals - *Deferred*

OTHER MATTERS

67. Council is asked to approve the Installation of two (2) Speed Humps on Devereaux Road, as requested by the Public Works Department. - *Approved*

Upon a motion made by Mr. Rickenmann and seconded by Mr. Baddourah, Council voted unanimously to approve the Installation of two (2) Speed Humps on Devereaux Road.

68. Endorse the Commercial Corridor Development Plan - *Approved*

Ms. Teresa Wilson, City Manager said we will ask Council to endorse the Plan as discussed yesterday during your workshop to implement a plan for incentivizing various commercial corridors throughout our City. We had more specific discussions yesterday about the Five Points area and getting started in that corridor.

Councilor Baddourah said just to follow-up on the discussions we had yesterday, I know we spend a lot of time talking about this. One of the items was about the high variance and I think the discussion was to try and engage with the neighborhoods surrounding Five Points and talk about parking issues. The rest of it is a really good plan.

Councilor Rickenmann said we actually had a two-hour meeting today with the entire staff, neighborhood representatives, and the Five Points Association to discuss those issues.

Upon a motion made by Mr. Rickenmann and seconded by Mr. McDowell, Council voted unanimously to endorse the Commercial Corridor Development Plan.

APPEARANCE OF THE PUBLIC

No one appeared at this time.

CONSIDERATION OF MATTERS DISCUSSED DURING THE WORK SESSION

No matters were considered at this time.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, SEPTEMBER 17, 2019**

CITY COUNCIL COMMITTEE REPORTS/REFERRALS

No reports or referrals were made at this time.

ADJOURNMENT

Upon a motion made by Mr. Davis and seconded by Mr. Baddourah, Council voted unanimously to adjourn the meeting at 7:54 p.m.

Respectfully submitted by:

Erika D. Moore, CMC
City Clerk



We Are Columbia

MEETING DATE: October 15, 2019

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to approve a Performance Based Professional Services Agreement for Business License Revenue Enhancement Services, as requested by the Business License Division. Award to CBHBC Corp, LLC d/b/a DataMax Corporation. Payment will be based upon non-compliant businesses found. This vendor is located in Winston Salem, NC.

REQUISITION NO.: R199342

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Business License Revenue (1011403-421100).

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

Council is asked to approve this performance based agreement for the term specified in the contract and a fee of 25% applicable to the initial fees and penalties collected from non-compliant businesses identified by the firm.

The Department of Procurement & Contracts received five (5) responsive and responsible proposals for RFP004-19-20-KNW for Business License Revenue Enhancement Service for the Business License Division. The initial contract term will be for one (1) year, with an option to renew for one (1) additional one-year period, if mutually agreed upon by the parties in writing. The total contract term shall not exceed beyond September 30, 2021.

I respectfully request City Council's approval for this service from the highest ranked responsive and responsible company, CBHBC Corp, LLC d/b/a DataMax Corporation, at the following rates.

CBHBC Corp, LLC d/b/a DataMax Corporation is a performance-based company and works on a contingency basis. For this project, CBHBC Corp, LLC d/b/a DataMax Corporation contingency fee will be twenty-five percent (25%) of all dollars collected by the City of Columbia on non-

compliant businesses that CBHBC Corp, LLC d/b/a DataMax Corporation has identified. This fee is applicable to the initial fees and penalties collected.

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

ATTACHMENTS:

- **#a:** AGREEMENT LEGAL STAMP RFP004-19-20-KNW City of Columbia Business License Revenue Enhancement Service (PDF)

CBHBC Corp, LLC d/b/a DataMax Corporation
City of Columbia Business License Revenue Enhancement Service



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is being awarded under exemption Sec. 2-204 as cited in Columbia, SC Municode.

1. **PURPOSE** – This Agreement is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and CBHBC Corp, LLC d/b/a DataMax Corporation (hereinafter referred to as the "Consultant"), to identify non-compliant businesses not licensed to work in the City of Columbia operating within the city's jurisdiction.

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

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

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

4. **TERM OF AGREEMENT** – This Agreement shall expire, unless terminated earlier as provided for herein, on September 30, 2020, with the option to renew for one (1)

CBHBC Corp, LLC d/b/a DataMax Corporation
City of Columbia Business License Revenue Enhancement Service

additional one-year period, or at such time the total compensation provided for herein is reached, whichever is later.

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

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

6. **COMPENSATION** – (See Exhibit A)

- A. The total compensation to be paid by the City to the Consultant under this Agreement shall not exceed the performance-based fee of twenty-five percent (25%) of all dollars collected by the City of Columbia on non-compliant businesses that CBHBC Corp, LLC d/b/a DataMax Corporation has identified. This fee is applicable to the initial fees, penalties, and interest collected.
- B. Any and all fees due to the Consultant for services rendered under this Agreement shall be payable solely from **increased revenues**. The Consultant acknowledges and agrees that liability for any and all payments hereunder shall be limited by this provision. No other funds are or will be appropriated for purposes of payment under this Contract.
- C. If any Work performed by the Consultant on an account results in increased Revenues for the City, the Consultant shall be entitled to a Payment for such work equal to TWENTY-FIVE (25%) of all Increased Revenues for a term of TWELVE (12) MONTHS thereafter.
- D. Performance-Based Payments are due to the Consultant monthly within thirty (30) days of receipt of increased revenues by the City.

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City of Columbia Business License Revenue Enhancement Service

- E. If all of the data necessary to compute a Performance-Based Payment is not available in time to make such payment when due, the City shall make a good faith estimate of such data and compute the Performance-Based Payment accordingly. Adjustments to such Performance-Based Payment shall be made in succeeding monthly payments after the necessary data has becomes available.

- F. Invoicing Procedure: See Exhibit B

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

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

- G. Affirmative Action Procurement and Contracting Goals:

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

CBHBC Corp, LLC d/b/a DataMax Corporation
City of Columbia Business License Revenue Enhancement Service

contracting offerings.

Additional information on the City's affirmative action goals and objectives may be obtained by contacting the following office: City of Columbia Office of Business Opportunities, 1225 Lady Street, Suite 102, Columbia, SC 29201, (803) 545-3950.

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

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

7. INDEMNIFICATION & INSURANCE

- A. The Consultant shall procure and shall maintain during the life of this Agreement, whether such operation be by itself or by a Subconsultant or anyone directly or indirectly employed by either of them, such insurance as required by statute, ordinance, or this Agreement, to adequately protect the City from any claims or damages including bodily injury or death, which may arise during performance and operations under this Agreement.

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

Workers Compensation Insurance: The Consultant shall procure and shall maintain during the life of this Agreement, Workers Compensation Insurance for all employees to be engaged in work on the project under this Agreement,

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City of Columbia Business License Revenue Enhancement Service

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

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

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

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

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

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

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

8. PERMITS & LICENSES

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

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Permits, encroachment permits for other utility rights-of-way and railroad right-of-way encroachment permits/agreements. The City shall obtain the approvals and/or permits identified by the Consultant and pay any costs relating to same.

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

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

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

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

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

CBHBC Corp, LLC d/b/a DataMax Corporation
City of Columbia Business License Revenue Enhancement Service

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

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

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

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City of Columbia Business License Revenue Enhancement Service

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

City of Columbia

Name: Office of Procurement and Contracts
Title: Purchasing Agent
Address: 1800 Main Street
Second Floor
Columbia, SC 29201
Phone: (803) 545-3470
Fax: (803) 733-8408
Email: procurement@columbiasc.gov

CBHBC Corp, LLC d/b/a DataMax Corporation

Name: Eddy Forrest
Address: 711 Coliseum Plaza Ct.
Winston-Salem, NC 27106
Phone: (336) 777-3547
Email: eddy.forrest@datamax.com

16. MISCELLANEOUS

- A. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.
- B. The Consultant shall be responsible for performance of all services required by this Agreement. The Consultant does not act as the City's agent or employee.

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City of Columbia Business License Revenue Enhancement Service

- C. The Consultant will not assign or sublet its obligations to perform the services required by this Agreement without the written consent of the City. The Consultant shall be as fully responsible to the City for the acts and omission of its Subconsultants, as it is for the acts and omissions of persons directly employed by the Consultant.

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

- D. In the event there are any disagreements between the City and the Consultant with regard to any of the requirements, specifications or interpretation of this Agreement, the Consultant agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of this Agreement, if any, shall not be construed against the City.
- E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Consultant agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Consultant agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Consultant.
- F. This Agreement represents the entire agreement between the City and the Consultant and supersedes all prior communications, negotiations, representations or agreements, either written or oral. The parties may amend this Agreement at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

The City may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such Amendments result in a change in the funding, the

CBHBC Corp, LLC d/b/a DataMax Corporation
City of Columbia Business License Revenue Enhancement Service

scope of services, or schedule of, the activities to be undertaken as part of the Agreement, such modifications will be incorporated only by written amendment signed by both the City and the Consultant.

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

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

- I. The Consultant acknowledges, for itself and its Subconsultants, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:
 - 1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;
 - 2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,
 - 3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.

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

CBHBC Corp, LLC d/b/a DataMax Corporation
City of Columbia Business License Revenue Enhancement Service

- J. In carrying out services under this Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation or national origin. The Consultant shall take affirmative action to ensure equal employment opportunities for all applicants for employment, without regard to their race, creed, color, religion, ancestry, sex, sexual orientation, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. Such action shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Consultant will incorporate these nondiscrimination requirements in all subcontracts for work under this Agreement.
- K. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.
- L. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Consultant under this Agreement are matters of public record, but that the Consultant agrees that they shall only be made available to any individual or organization by the City and the Consultant shall not make them available to any individual or organization without the prior written approval of the City.
- M. Every exhibit, schedule and appendix attached to this Agreement and referred to herein is hereby incorporated into this Agreement by reference unless this Agreement expressly provides otherwise. This Agreement, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Business Information Record for Subconsultants

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City of Columbia Business License Revenue Enhancement Service

/Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Agreement and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

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

CITY OF COLUMBIA, SOUTH CAROLINA

		Date: _____
Witness	Teresa Wilson, City Manager	

CBHBC Corp, LLC d/b/a DataMax Corporation

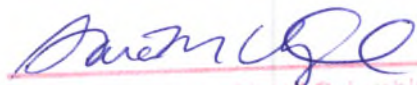
		Date: _____
Print: Name/Title	Signature	

Recommended by:

Jeff Palen, Assistant City Manager

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

APPROVED AS TO FORM



 Legal Department City of Columbia, SC

CBHBC Corp, LLC d/b/a DataMax Corporation
City of Columbia Business License Revenue Enhancement Service

List of Exhibits

Exhibit A – Statement of Work/Schedule/Compensation

Exhibit B – Invoicing Procedures

Exhibit C – Data Security (**Confidential Document**)

DataMax

CORPORATION

Assumed business name of CBHBC Corp, LLC

Workflow for City of Columbia's Unlicensed Businesses Discovery

Preliminary Phase:

- DataMax to schedule Welcome Call with City of Columbia to exchange pertinent information
- City of Columbia to provide DataMax with File Layout template for weekly/monthly updates
- City of Columbia to provide DataMax with Letter Template
- City of Columbia to provide current list of licensed businesses to DataMax
- DataMax will provide a list of unlicensed businesses monthly to the City of Columbia for approval
- DataMax will create a report that will be updated weekly and monthly by both DataMax and the City of Columbia.

Discovery Phase:

DataMax will investigate and provide a monthly list of suspected unlicensed businesses; this list will include the following

- Business Name
- Business contact information
- Business activity
- Source used to identify unlicensed business

Review Phase:

- City of Columbia reviews DataMax's list to either confirm or eliminate businesses by checking DBAs, exempting already licensed
- City of Columbia returns approved list to DataMax

Collection Phase:

DataMax will make initial contact with non-complaint business via US mail. Any additional contact will be made by the City of Columbia.

- Letter template addressed to business
- A copy of the City of Columbia's business license application
- Self-addressed envelope containing the City of Columbia's address

Weekly Reports

- DataMax will inform the City of Columbia on a weekly and monthly basis by providing a report of all non-compliant business contacted with the results of all research.

Month End Reports

- City of Columbia will report payments received from the efforts of DataMax by the 5th business day of the following month.
- Invoice will be submitted to the City of Columbia no later than the 10th business day of the month based on the City of Columbia's reported payments at a rate of 25% of the businesses initial licensing fees plus penalties and interest.

DātaMax

C O R P O R A T I O N

Assumed business name of CBHBC Corp, LLC

September 20, 2019

Attn:
Business Name
Mailing Address
City/State/Zip

To whom it may concern,

Every person/business engaged or intending to engage in any calling, business, occupation or profession, in whole or in part, within the City of Columbia, South Carolina is required to pay an annual license fee and obtain a business license.

The Business License Department for the City of Columbia, SC has found that your business may be required to purchase a business license in order to conduct business inside the corporate limits of the City in accordance with the City of Columbia, SC ordinance.

In accordance with the SC Code Sec. 15-3-530, the statute of limitations recovery of delinquent licenses taxes is three years preceding the date of filing the action.

Please complete the attached business license applications. Please list all gross revenue accrued inside the city limits of the calendar years identified on the applications enclosed. **In order for the City of Columbia to process the applications it needs to verify service addresses of where revenue was generated. This is to confirm that the revenue reported is inside the city limits and prevents overpayments/underpayments.**

The City of Columbia's fee(s) will be calculated based on the type of business you are conducting; therefore, you must specify business activity on the applications. Upon completion, please scan and email applications and service addresses to lakesha.shannon@columbiasc.gov or mail the application in the self-addressed envelope back to the City of Columbia.

Sincerely,

Kandi Marler

Kandi Marler
Vice President, Revenue Enhancement



COST

DataMax is a performance-based company. We work on a contingency basis.

For this project, DataMax's contingency fee will be **25%** of all initial dollars collected (Business License fees, penalties, and interest) by the City of Columbia, SC through the Unlicensed Business identification efforts made by DataMax for the term of the agreement.

Initial dollars collected means funds derived from initial licensing.

CBHBC Corp, LLC d/b/a DataMax Corporation
City of Columbia Business License Revenue Enhancement Service
Exhibit B
Page 1 of 2

Invoicing Procedures: Exhibit B

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

CBHBC Corp, LLC d/b/a DataMax Corporation
City of Columbia Business License Revenue Enhancement Service
Exhibit B
Page 2 of 2

15. The Consultant shall provide the names of the Subconsultants and/or vendors and a description of the work performed in the invoice/request for payment. The Consultant shall also provide a breakdown of the supplies and materials being billed by each Subconsultant and/or vendor and the dollar amount to be reimbursed by the City.
16. In case any conflict regarding invoicing procedures, reference "Exhibit A" Schedule & Compensation.

DataMax

CORPORATION

Assumed business name of CBHBC Corp, LLC

Data Security

General

Most information at DataMax is considered confidential. Unauthorized disclosure of confidential codes, system access instructions or file data; intentional unauthorized alteration or destruction of data; or unauthorized access or updating any record can lead to immediate dismissal and state or federal prosecution.

Each DataMax employee is required annually to sign a re-certification statement of our security policy. Requiring this form to be reviewed and signed annually serves as an ongoing reminder of the importance this company places on security and the protection of the data we maintain.

Testing and Review of Procedures

DataMax receives, manipulates, stores and transmits data from many sources in the course of providing services to our clients. All data is considered sensitive and receive the utmost protection within our systems. Systems and procedures are periodically reviewed by senior management and updated where necessary to stay current with technology and new legal requirements.

User Authentication

DataMax uses a SonicWall NSA 2400 Firewall/router to protect its systems. User Authentication and Authorization with Cut-through proxy verifies the identity of users at the firewall and permits or denies access to any TCP or UDP based application. Network Address Translation conceals IP addresses of our internal networks.

Access to our FTP server is controlled by user name and password allowing users to only view their own directory. Electronic sessions are terminated after a period of inactivity. Additionally, we have the capability of activating in our modems telephone callback procedures for remote users.

Security Mechanisms

Our Corporate Server and Exchange for E-Mail sits safely behind a SonicWall NSA 2400 Firewall/Router. The public servers (FTP Server) sit in the DMZ of the SonicWall Firewall/Router. A utility program downloads data into our corporate private domain the minute it hits the FTP site. The SonicWall will not permit outbound traffic from the FTP server so hackers cannot force the server to send secure data.

DataMax

C O R P O R A T I O N

Assumed business name of CBHBC Corp, LLC

The SonicWall is a State-of-the-art Adaptive Security Algorithm (ASA) and stateful inspection firewalling. The ASA design creates session flows based on source and destination addresses, randomized TCP sequence numbers, port numbers and additional TCP flags. Applying the security policy to this connection table controls all inbound and outbound traffic entries. Denial-of-Service (DoS) Attack Prevention protects the firewall and networks behind from hacking attempts. The SonicWall provides for a complete De-Militarized Zone (DMZ) support, allowing us to implement physical partitioning of public/private networks and a high level of security access control to systems typically utilized by public entities.

Encryption

Clients sending data to DataMax are encouraged to use our FTP site to drop files. DataMax has an in-house FTP server that supports SFTP/SSH. Unique login credentials are provided to our FTP clients. PGP encrypted files are also supported.

Data within our system is encrypted. Data in client files archived on our network is encrypted. Network permissions are set to allow only authorized employees access to archived data.

It is our policy to not communicate sensitive account information by email with clients unless encryption is used. We use Barracuda Secured Email that allows us to send encrypted email to clients as needed.

System Alarms and Audit Trails

SonicWall NSA 2400 provides a wide range of real time & historical reports monitoring trends, performance and security events. The SonicWall NSA 2400 can automatically provide real-time alerts through e-mail when anyone attempts a firewall breach.

New Equipment and Software Testing

New equipment and software is tested, verified and virus checked by our systems staff prior to installation. An assessment is also made regarding vulnerabilities and security features and how those features can enhance our current systems.

Equipment Modification and Repair

Only approved vendors will perform equipment modification and repair. To become an approved vendor a firm must be a well-established company with a regional or national reputation (e.g., DELL) or they must undergo a background check to include reference and BBB inquiries. The System's Department will maintain a written record of all modifications and repairs.

711 Coliseum Plaza Court • Winston-Salem, NC 27106-5350
(336)777-3555 • (800)722-2141 • www.datamax.com

NC Department of Insurance Permit Number 113755

DataMax

CORPORATION

Assumed business name of CBHBC Corp, LLC

Workstation Use

Access to the DataMax network and other systems in the building is controlled at the user sign-on and password level and not at the machine level. Our Senior Systems Manager manages user access.

Equipment and Software Acquisition and Disposal

All DP equipment installed and software installed on company owned equipment is done under the close supervision of systems personnel. Software may only be loaded by a member of our systems staff or with their permission after appropriate checks for viruses or other issues.

Employees are prohibited from loading software or other electronic data or deleting software on company systems without our systems personnel's knowledge and approval.

Our systems staff closely supervises all work by systems consultants and subcontractors.

Our systems staff supervises the removal of equipment/hardware, software, diskettes, and tapes from our building. They ensure that all data including "Consumer Information" is removed prior to disposal. Reasonable measures are taken to protect against unauthorized access to or use of any information in connection with its disposal. Depending upon what the item is, methods used include erasure software, magnetic erasure, burning, pulverizing, shredding and cutting up paper, tapes, other electronic media and hard drives so no information that was on it cannot practically be read or reconstructed.

Wireless Access to DataMax Network

Wireless network connections are susceptible to security breaches unless adequately protected. Due to the nature of their jobs some DataMax employees (sales staff) have access to the DataMax network from outside the office environment. If a computer outside the office (home or on the road) with a wire-less connection is used, their carrier has Wireless Security Specification such as WPA (Wi-Fi Protected Access) or WEP (Wired Equivalent Privacy) or similar protection.



DEPARTMENT OF PROCUREMENT & CONTRACTS

1800 Main Street, 2nd FL
Columbia, SC 29201

Tel: 803-545-3470
Fax: 803-758-1013

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

This Confidentiality and Nondisclosure Agreement ("Agreement") is entered into this _____ day of _____, 2019 (the "Effective Date"), by and between CBHBC Corp, LLC d/b/a DataMax Corporation, Winston-Salem, NC and the City of Columbia, South Carolina.

RECITALS

WHEREAS, the City of Columbia has entered into an agreement with CBHBC Corp, LLC d/b/a DataMax Corporation for the purposes of evaluating and identifying businesses who are not in compliance with the City of Columbia's Business license ordinances; and

WHEREAS, CBHBC Corp, LLC d/b/a DataMax Corporation will receive from the City of Columbia information of a non-public nature including utility customer data and related information, which the City of Columbia considers to be confidential and for use by its agents, employees and representatives in connection with and necessary during the identification of businesses who are not in compliance with the City of Columbia's business license ordinance

WHEREAS, the parties desire to establish the terms governing the disclosure of this confidential data and/or information that will be made by the City of Columbia to CBHBC Corp, LLC d/b/a DataMax Corporation, its agents, employees and representatives;

NOW, THEREFORE, in consideration of the covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

NONDISCLOSURE OF CONFIDENTIAL EMPLOYEE DATA AND/OR INFORMATION

- I. CBHBC Corp, LLC d/b/a DataMax Corporation agrees that it shall:
 - (a) Limit access to the City of Columbia customer and related data and/or information to its bonded employees and agents who have a need to know the information to carry out the purpose for which the customer data and/or information was disclosed or made available and who have an obligation to maintain the confidentiality of the data and/or information;
 - (b) Use the City of Columbia customer and related data and/or information solely to carry out the purposes for which the data and/or information was disclosed or made available and for no other purpose; and
 - (c) Safeguard and maintain the confidentiality of the City of Columbia customer and related data and/or information and not directly or indirectly disclose the same to any other person or entity.



DEPARTMENT OF PROCUREMENT & CONTRACTS

1800 Main Street, 2nd FL
Columbia, SC 29201

Tel: 803-545-3470

Fax: 803-758-1013

2. CBHBC Corp, LLC d/b/a DataMax Corporation will not be in violation of this Agreement for disclosing confidential customer data and/or information when the disclosure is (i) made with the consent of an authorized agent of the City of Columbia; (ii) pursuant to (A) a subpoena or court order, (B) a federal or state law or regulation, or (C) the rules or regulations of a governmental agency; or (iii) if the information is or becomes publicly available other than as a result of a breach of this Agreement. If CBHBC Corp, LLC d/b/a DataMax Corporation receives a subpoena or court order which requires disclosure of the City of Columbia customer data and/or information, CBHBC Corp, LLC d/b/a DataMax Corporation shall, unless prohibited by law, regulation or court order, notify the City of Columbia immediately and cooperate with the City of Columbia's efforts, if any, to prevent or limit such disclosure.

3. The disclosure of the confidential customers of water and sewer services data and/or information shall not be construed to grant to CBHBC Corp, LLC d/b/a DataMax Corporation any license, ownership, or other proprietary interest in the data or information. CBHBC Corp, LLC d/b/a DataMax Corporation agrees that it does not acquire any title, ownership, or license in or to the customer data and/or information by virtue of such disclosure, and all confidential information (including tangible copies and computerized or electronic versions and summaries thereof) shall remain the property of the City of Columbia.

4. Upon written request of the City of Columbia, CBHBC Corp, LLC d/b/a DataMax Corporation shall deliver to the City of Columbia all tangible materials containing or embodying the customer data and/or information received from the City of Columbia along with any copies, reproductions, and summaries thereof, together with a certificate executed by CBHBC Corp, LLC d/b/a DataMax Corporation certifying that all such materials in its possession have been delivered to the City of Columbia. That portion of the confidential customer data and/or information which has been incorporated into analyses, compilations, comparisons, studies or other documents prepared by CBHBC Corp, LLC d/b/a DataMax Corporation shall be held by CBHBC Corp, LLC d/b/a DataMax Corporation and kept confidential as provided in this Agreement and shall not be used for any reason other than in connection with the project or shall be destroyed.

5. In the event any legal action is required to enforce this Agreement, each party shall bear its representative attorney's fees and costs.

6. CBHBC Corp, LLC d/b/a DataMax Corporation acknowledges that its obligations hereunder are necessary and reasonable to protect the customer data and/or information of the City of Columbia and expressly agrees that monetary damages might be inadequate to compensate the City of Columbia for any breach of any covenant or agreement set forth herein. CBHBC Corp, LLC d/b/a DataMax Corporation agrees and acknowledges that any such violation or threatened violation may cause irreparable injury to the City of Columbia and that, if deemed appropriate by the court presiding over the matter, the City of Columbia, in addition to any other rights and remedies that may be available at law or in equity, may be entitled to seek injunctive relief against the threatened breach of this Agreement or the continuation of any such breach.



DEPARTMENT OF PROCUREMENT & CONTRACTS

1800 Main Street, 2nd FL
Columbia, SC 29201

Tel: 803-545-3470
Fax: 803-758-1013

7. This Agreement shall be governed and interpreted under the laws of South Carolina.
8. Neither party shall assign this Agreement without prior written approval of the other party.
9. This Agreement constitutes the entire understanding between the parties hereto as to confidential customer data and/or information and merges all prior discussions between them relating thereto. No amendment or modification of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.
10. No failure or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or, partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.
11. This Agreement shall be effective and shall cover all disclosures of the City of Columbia's confidential customer and related data and/or information to CBHBC Corp, LLC d/b/a DataMax Corporation (i) on or after the Effective Date, or (ii) prior to the Effective Date if disclosed by the City of Columbia on the basis or understanding that the information would be maintained as confidential by CBHBC Corp, LLC d/b/a DataMax Corporation.

IN WITNESS WHEREOF, the parties have executed and delivered this Confidentiality and/or Nondisclosure Agreement effective as of the date first written above.

CBHBC Corp, LLC d/b/a DataMax Corporation

City of Columbia

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

APPROVED AS TO FORM

 Legal Department City of Columbia, SC



We Are Columbia

MEETING DATE: October 15, 2019

DEPARTMENT: Budget & Program Management

FROM: *Missy Caughman,*

SUBJECT: Council is asked to approve a Professional Services Agreement to Advise, Amplify, and Advocate for Strengthening and Unifying the Arts and History Community. Award to One Columbia for Arts and History in the amount of \$83,800.00. This firm is located in Columbia, SC.

REQUISITION NO.: Direct Pay

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Accommodations Tax 5% (2035205-688200). The original budget amount is \$83,800.00.

FOCUS AREAS: Connecting Our Community

ATTACHMENTS:

- **#a:** One Columbia 19-20 (PDF)



July 10, 2019

City of Columbia
Attn: City Manager Teresa Wilson
1737 Main Street
Columbia, SC 29201

Deliverables
July 1, 2019 to June 30, 2020

One Columbia will advise, amplify and advocate for strengthening and unifying the arts and history community by supporting arts and historic preservation tourism, promoting collaboration, coordinating advertisements, celebrating the role of arts and history in this community, and will continue to serve in the role of an office of cultural affairs for the City of Columbia.

Deliverables include:

- Maintain a comprehensive calendar of the arts and amplify cultural events through email and social media campaigns that reach over 10,000 citizens and tourists weekly
- Developing arts audiences through programs that engage the community, demonstrate the breadth of arts activities and provide access to new cultural experiences
- Conduct public art initiatives for commissioning new works of public art on the City's behalf and maintain a directory of the Midlands' public art
- Promote the City of Columbia through participation in national celebrations of the arts, such as National Poetry Month and International Make Music Day
- Encourage development of busking and street performance as a method for making Columbia more livable and a creative destination for tourists
- Facilitate inclusive thematic celebrations of Columbia's creativity and history through partnerships among arts organizations
- Manage the Gallery at City Hall, which provides a public space for visitors to freely encounter art
- Provide meeting space and other services for artists and arts organizations
- Maintain and share information about the impact of the arts and culture sector

One Columbia for Arts & Culture is very grateful for your recognition of the enduring value of the arts and historic preservation in advancing Columbia's standing as a vibrant and livable community where creativity and preservation can be fostered to the benefit of residents and visitors alike. With your support, we will continue to utilize artistic expression and creativity in ways that solve problems, create economic incentives and make Columbia a vibrant and unique place to live and work. Thank you for this opportunity.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Lee Snelgrove", is written over a horizontal line.

R. Lee Snelgrove
Executive Director
One Columbia for Arts & Culture

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into by and between The City of Columbia (hereinafter called the "City") and OneColumbia for Arts and History (hereinafter called the "Contractor") to provide the services herein described.

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

1. CONTRACT FOR SERVICES

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

2. SCOPE OF SERVICES AND TIME OF PERFORMANCE

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

The Term of this Agreement commenced on July 1, 2019 and shall expire on June 30, 2020.

3. METHOD OF PAYMENT

It is agreed that in no event will the total compensation to be paid hereunder exceed Eighty-Three Thousand and Eight Hundred Dollars and No/100 (\$83,800.00).

Payment shall be made for work performed every four (4) weeks and no later than by Thursday of the following week after the fourth week.

4. FINDINGS CONFIDENTIAL

All of the reports, information, data, records or documents of any kind, prepared or assembled by the Contractor under this Contract 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.

5. ACCESS TO RECORDS

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

6. COPYRIGHT

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

7. AMENDMENTS

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

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

8. ASSIGNABILITY/SUBCONTRACTING

The Contractor shall not assign or subcontract any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the City. The 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 subcontractors to furnish all information and reports required hereunder.

9. INDEPENDENT CONTRACTOR

Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The 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.

10. TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner these obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the 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 this Contract shall become the property of the City.

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

11. 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 Paragraph 5 above shall, at the option of the City, become its property.

12. INTEREST OF CONTRACTOR

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

The Contractor is expected to make its 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 this contract.

13. EQUAL EMPLOYMENT OPPORTUNITY

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

14. SEVERABILITY

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

15. COMPLIANCE WITH LOCAL LAWS

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

16. PERSONNEL

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

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

17. GOVERNING LAW

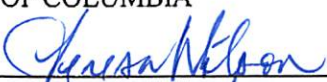
This Agreement shall be interpreted, construed, and enforced in accordance with the laws of South Carolina. Any dispute arising between any of the parties hereto regarding the subject matter of this Agreement shall be subject to the exclusive jurisdiction of the federal and state courts within the State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

IN WITNESS WHEREOF, the City and the Contractor have entered into this Agreement as of the date of the last signature below.

WITNESSES AS TO CITY:



CITY OF COLUMBIA

BY: 

Teresa B. Wilson

TITLE: City Manager

DATE: 10/1/2019

WITNESSES AS TO CONTRACTOR:

ONCOLUMBIA FOR ARTS AND HISTORY

BY: _____

TITLE: _____

DATE: _____

APPROVED AS TO FORM


 Legal Department City of Columbia, SC

Appendix A

Deliverables

July 1, 2019 to June 30, 2020

One Columbia will advise, amplify and advocate for strengthening and unifying the arts and history community by supporting arts and historic preservation tourism, promoting collaboration, coordinating advertisements, celebrating the role of arts and history in this community, and will continue to serve in the role of an office of cultural affairs for the City of Columbia.

Deliverables include:

- Maintain a comprehensive calendar of the arts and amplify cultural events through email and social media campaigns that reach over 10,000 citizens and tourists weekly
- Developing arts audiences through programs that engage the community, demonstrate the breadth of arts activities and provide access to new cultural experiences
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- Facilitate inclusive thematic celebrations of Columbia's creativity and history through partnerships among arts organizations
- Manage the Gallery at City Hall, which provides a public space for visitors to freely encounter art
- Provide meeting space and other services for artists and arts organizations
- Maintain and share information about the impact of the arts and culture sector



We Are Columbia

MEETING DATE: October 15, 2019

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to approve the installation of new playground features, park renovations, and amenities surrounding Fairwold Park, Lorick Park, and E.B. Sessions Park, as requested by Parks and Recreation. Award to Great Southern Recreation, LLC in an amount not to exceed \$476,062.23. This vendor is located in Murfreesboro, TN. We also request Council's approval for the execution of the final agreements in a form approved by the City Attorney's Office with final approval by the City Manager.

REQUISITION NO.: R# Lorick Park - 201293; R# E.B. Sessions - 201292; R# Fairwold Park - 201294

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Community Block Development Grant - CDBG - (2519999). The original budget amount is \$476,062.23.

CLEAN WATER 2020?: No

FOCUS AREAS: Enhancing Columbia's Neighborhoods

PURPOSE:
Funding for these three projects is contingent on the CDBG Action Plan Substantial Amendment which is currently being reviewed for approval. No Purchase Order will be issued and no work is to be done until final approval from Community Development indicating all necessary approvals are in place.

The services being provided will encompass renovations to include new playground, shade shelter, hardscape improvements and site amenities.

E.B. Sessions - The scope of work will include new playground, hardscape improvements and amenities. Hardscape improvements include concrete walks, steps, pavers and concrete curb. Pavers and concrete curb are located at park entry only. Site amenities include benches, picnic table, trash receptacle and recycle receptacle.

Fairwold - The scope of work will include new playground, shade shelter, outdoor gym and amenities. Hardscape improvements include concrete walking paths, selective tree removal, and

landscape improvements. Amenities include benches, picnic table, trash receptacle, and recycle receptacle.

Lorick - The scope of work will include new playground, splash pad improvements, and amenities. Site amenities include benches, trash receptacle, and recycle receptacle.

ATTACHMENTS:

- **#a:** EBSessions.SchematicRendering (PDF)
- **#b:** Fairwold.SchematicRendering (PDF)
- **#c:** Lorick.SchematicRendering (PDF)

E.B. SESSIONS PARK TOP VIEW

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
10	10/5	0	1/3	1/3

8.a

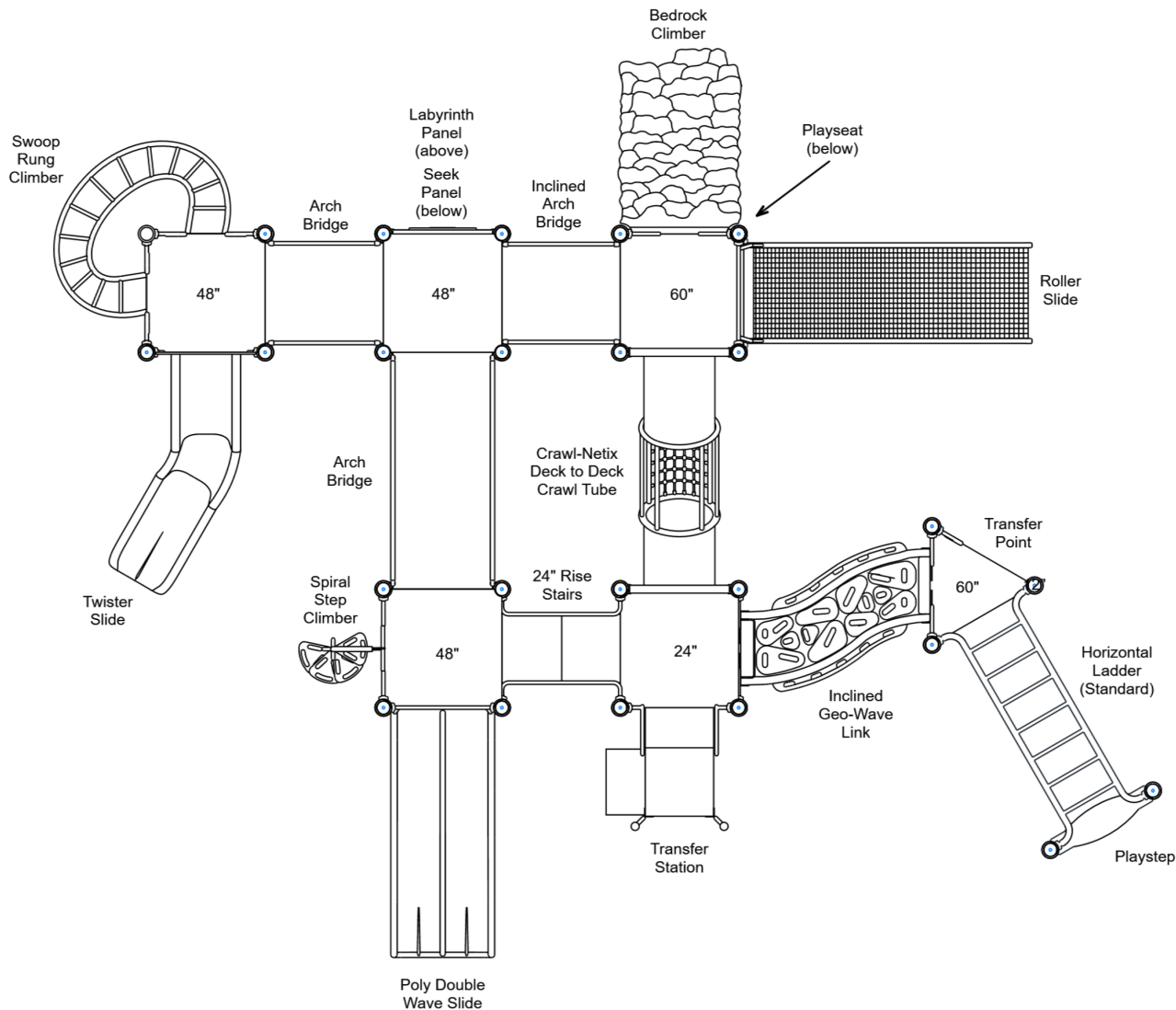
R5

FOR KIDS
AGES
2-12

GENERAL NOTES:

This conceptual plan is based on information provided prior to construction. Detailed site information, including the following, should be obtained, evaluated, and utilized in the final project design. Exact site dimensions, topography, existing utilities, soil conditions and drainage solutions.

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC'S Handbook For Public Playground Safety, Section 4: Surfacing.



STRUCTURE#: R5045D2EA

PROJECT#: GSR196D4E6A

DATE: 2/14/2019 | DRAWN BY: AMS

MIN. USE ZONE: 47' x 41'

PLAYCRAFT REP:

Great Southern Recreation



E.B. SESSIONS PARK
TOP VIEW

8.a

FOR KIDS
AGES
2-12

R5

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
0	0/0	0	1/0	1/0



GENERAL NOTES:

This conceptual plan is based on information provided prior to construction. Detailed site information, including the following, should be obtained, evaluated, and utilized in the final project design. Exact site dimensions, topography, existing utilities, soil conditions and drainage solutions.

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC'S Handbook For Public Playground Safety, Section 4: Surfacing.

STRUCTURE#: FREPC2479
PROJECT#: GSR196D4E6A
DATE: 2/14/2019 | DRAWN BY: AMS

MIN. USE ZONE: 16' x 16'

PLAYCRAFT REP:
Great Southern Recreation



E.B. SESSIONS PARK TOP VIEW

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
0	0/0	0	4/0	1/0



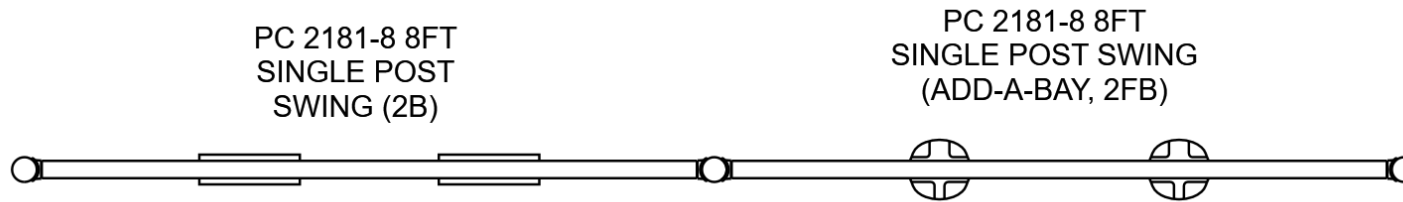
8.a

FOR KIDS
AGES
2-12

GENERAL NOTES:

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WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC'S Handbook For Public Playground Safety, Section 4: Surfacing.



STRUCTURE#: FREPC2181+AB

PROJECT#: GSR196D4E6A

DATE: 2/14/2019 | DRAWN BY: AMS

MIN. USE ZONE: 36' x 31'

PLAYCRAFT REP:

Great Southern Recreation



E.B. SESSIONS PARK TOP VIEW

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
0	0/0	0	5/0	3/0

R5

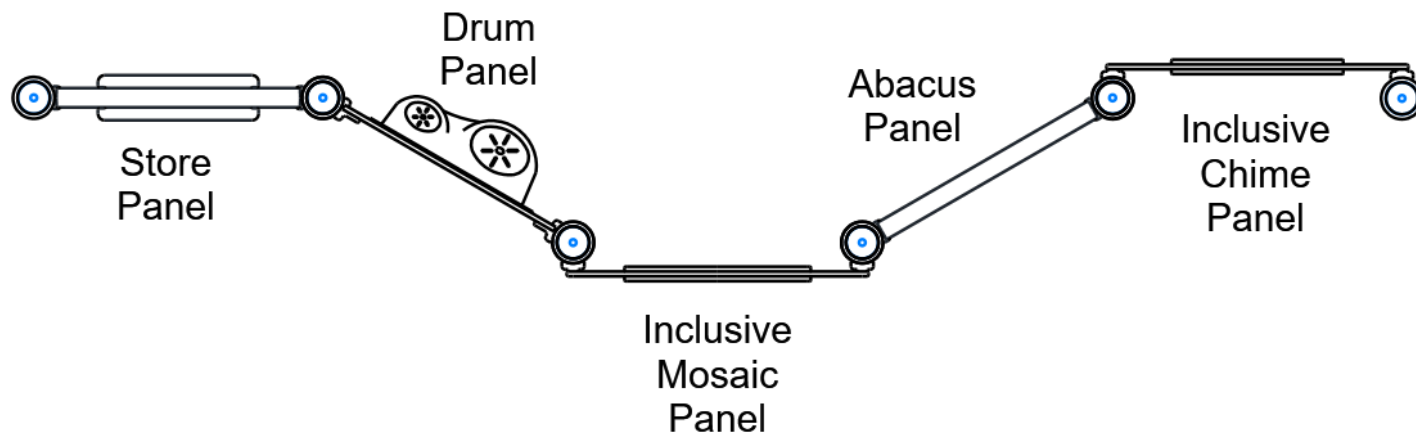
8.a

FOR KIDS
AGES
2-12

GENERAL NOTES:

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STRUCTURE#: R503D207A

PROJECT#: GSR196D4E6A

DATE: 2/14/2019 | DRAWN BY: AMS

MIN. USE ZONE: 19' x 3'

PLAYCRAFT REP:

Great Southern Recreation



E.B. SESSIONS PARK SITE PLAN

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
10	10/5	0	11/3	5/3

8.a

R5

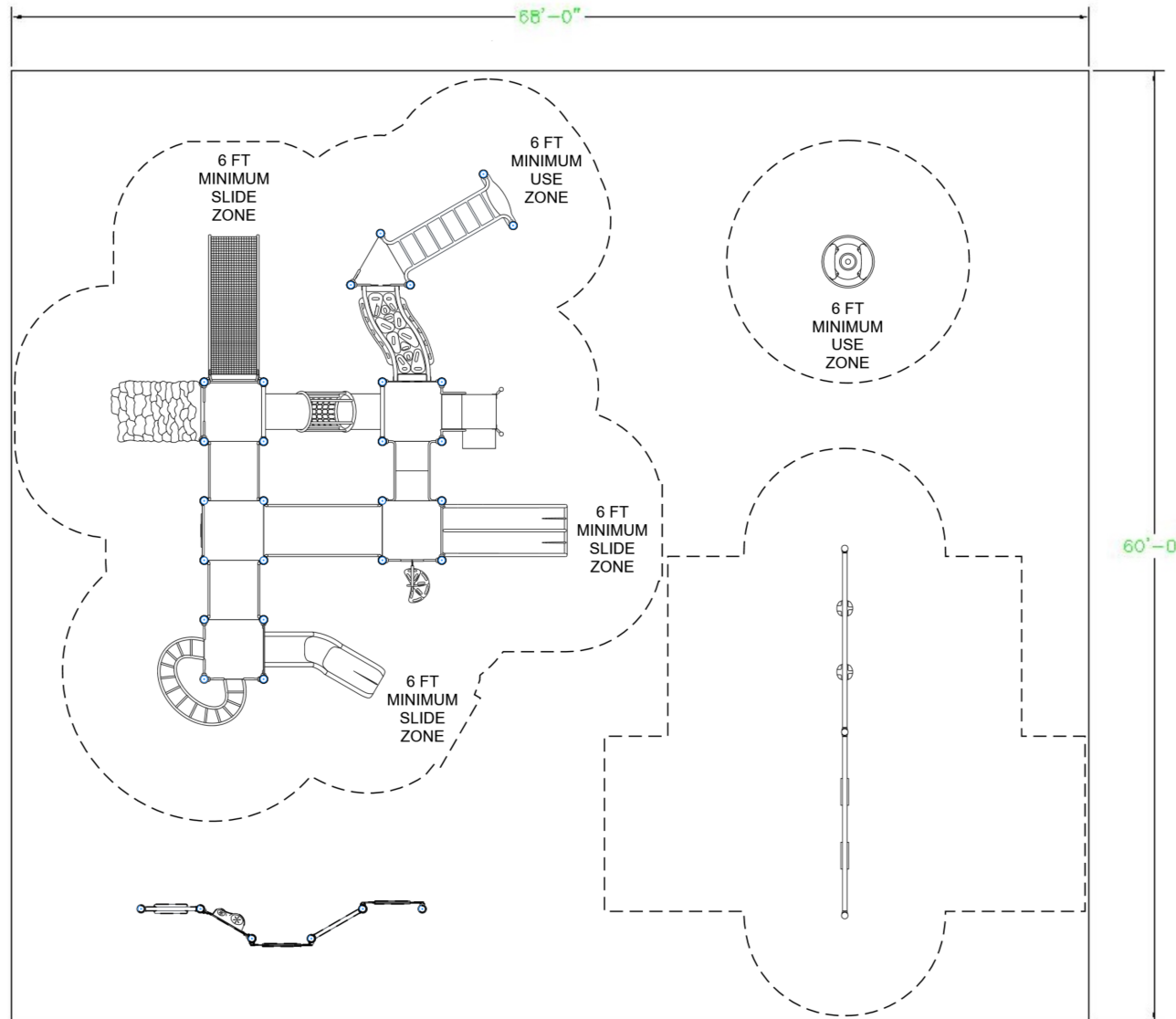
FOR KIDS
AGES
2-12

GENERAL NOTES:

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PROJECT#: GSR196D4E6A

DATE: 2/14/2019 | DRAWN BY: AMS

MIN. USE ZONE: 68' x 60'

PLAYCRAFT REP:

Great Southern Recreation

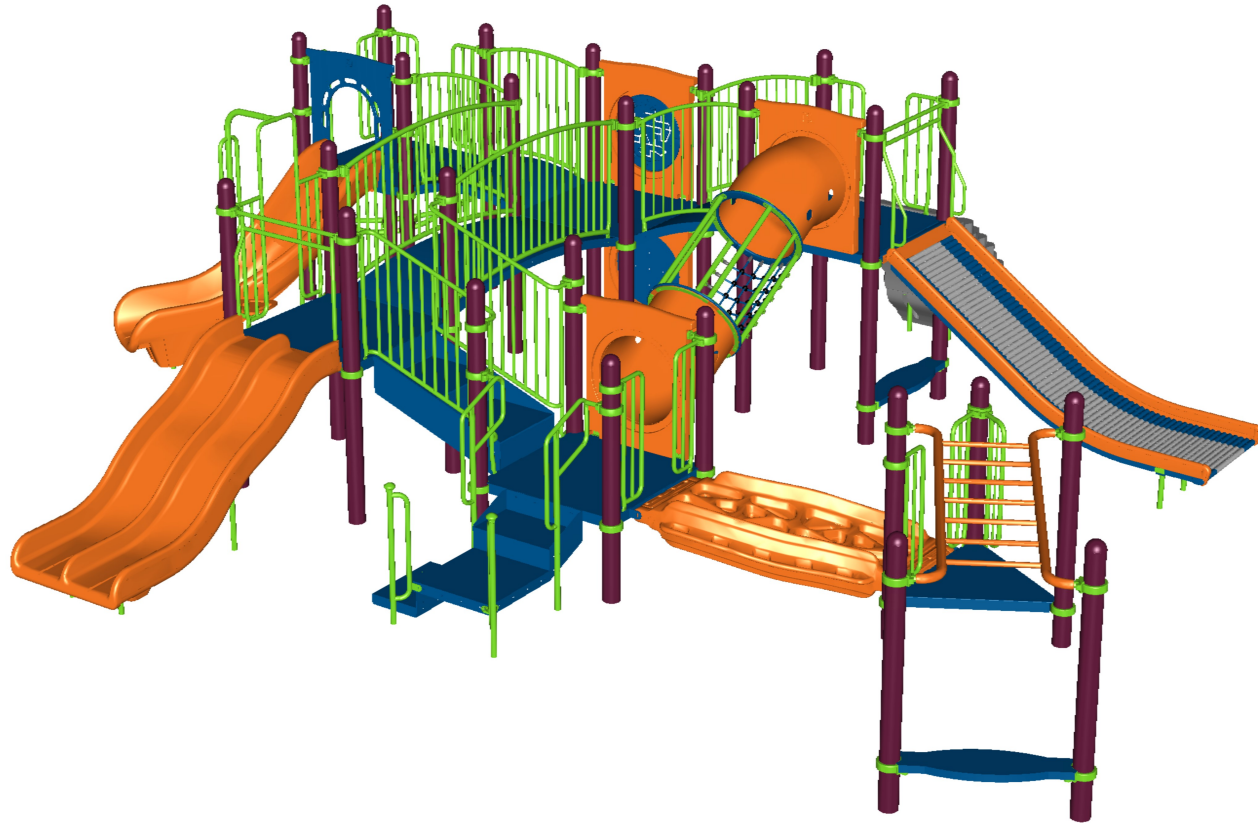


E.B. SESSIONS PARK
SE VIEW

R5

8.a

FOR KIDS
AGES
2-12



STRUCTURE#: R5045D2EA
PROJECT#: GSR196D4E6A
DATE: 2/14/2019 | DRAWN BY: AMS



E.B. SESSIONS PARK
NW VIEW

R5

8.a

FOR KIDS
AGES
2-12



STRUCTURE#: R5045D2EA

PROJECT#: GSR196D4E6A

DATE: 2/14/2019 | DRAWN BY: AMS

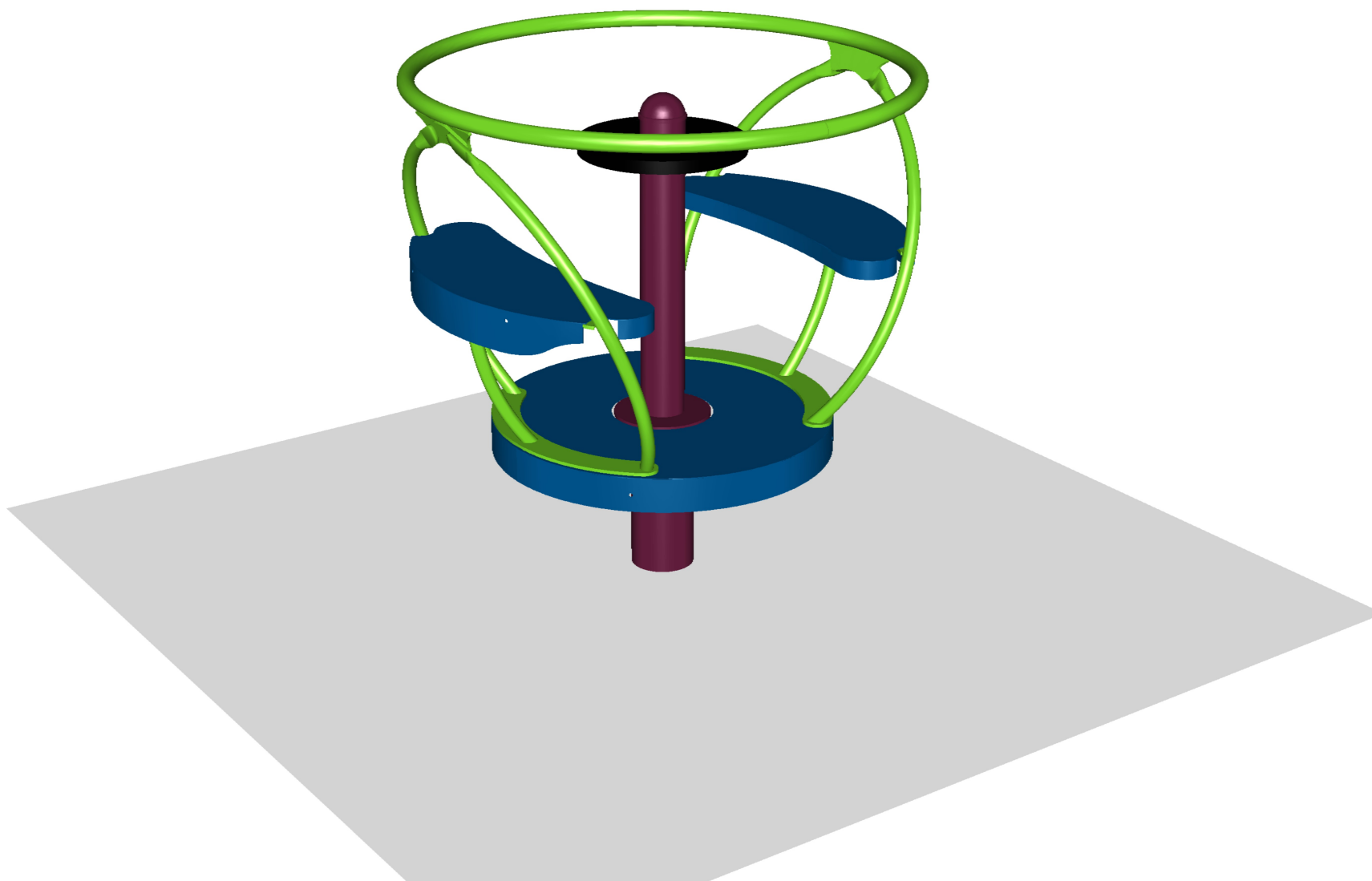


E.B. SESSIONS PARK
SW VIEW

R5

8.a

FOR KIDS
AGES
2-12



STRUCTURE#: FREPC2479

PROJECT#: GSR196D4E6A

DATE: 2/14/2019 | DRAWN BY: AMS

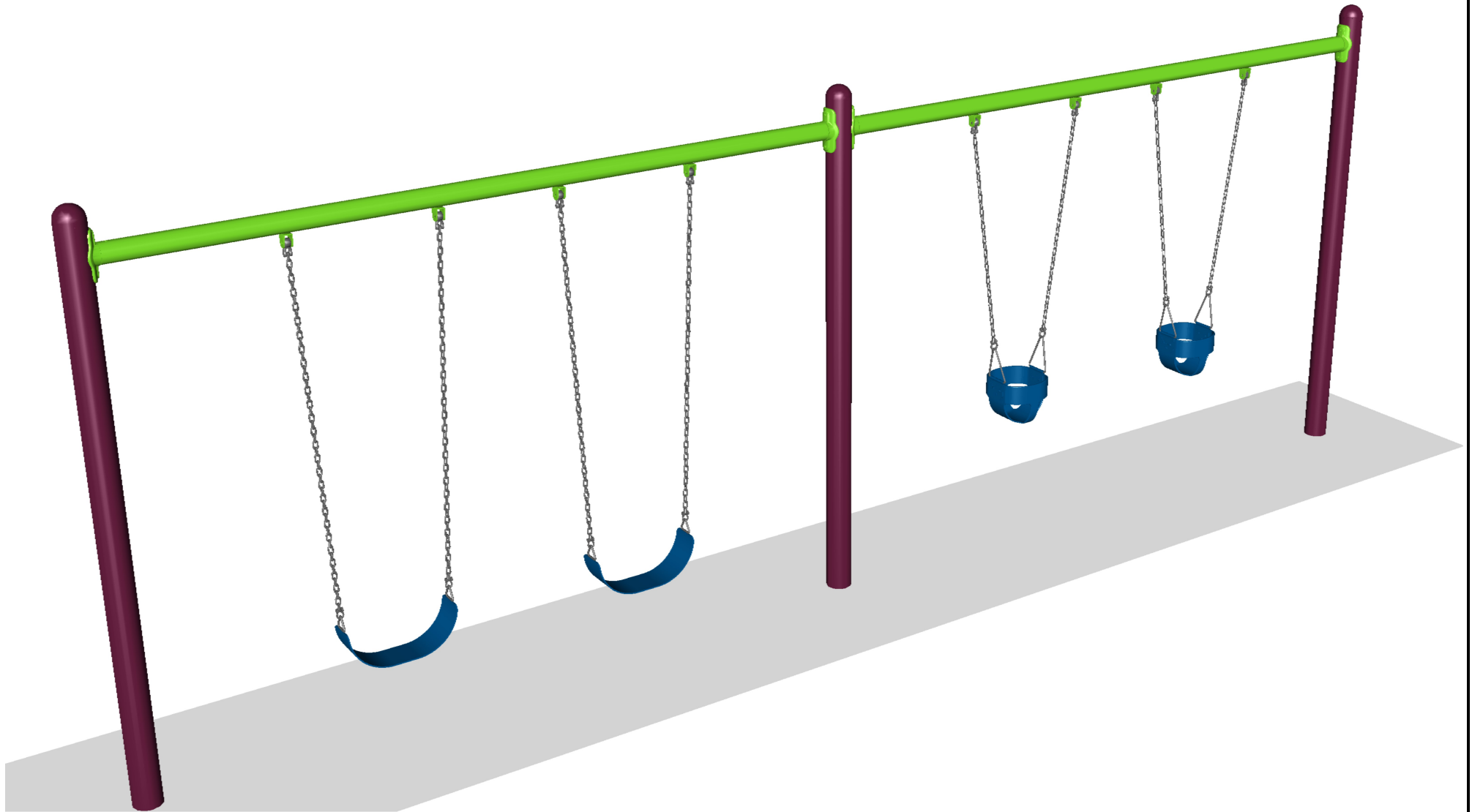


E.B. SESSIONS PARK
SW VIEW

R5

8.a

FOR KIDS
AGES
2-12



STRUCTURE#: FREPC2181+AB

PROJECT#: GSR196D4E6A

DATE: 2/14/2019 | DRAWN BY: AMS

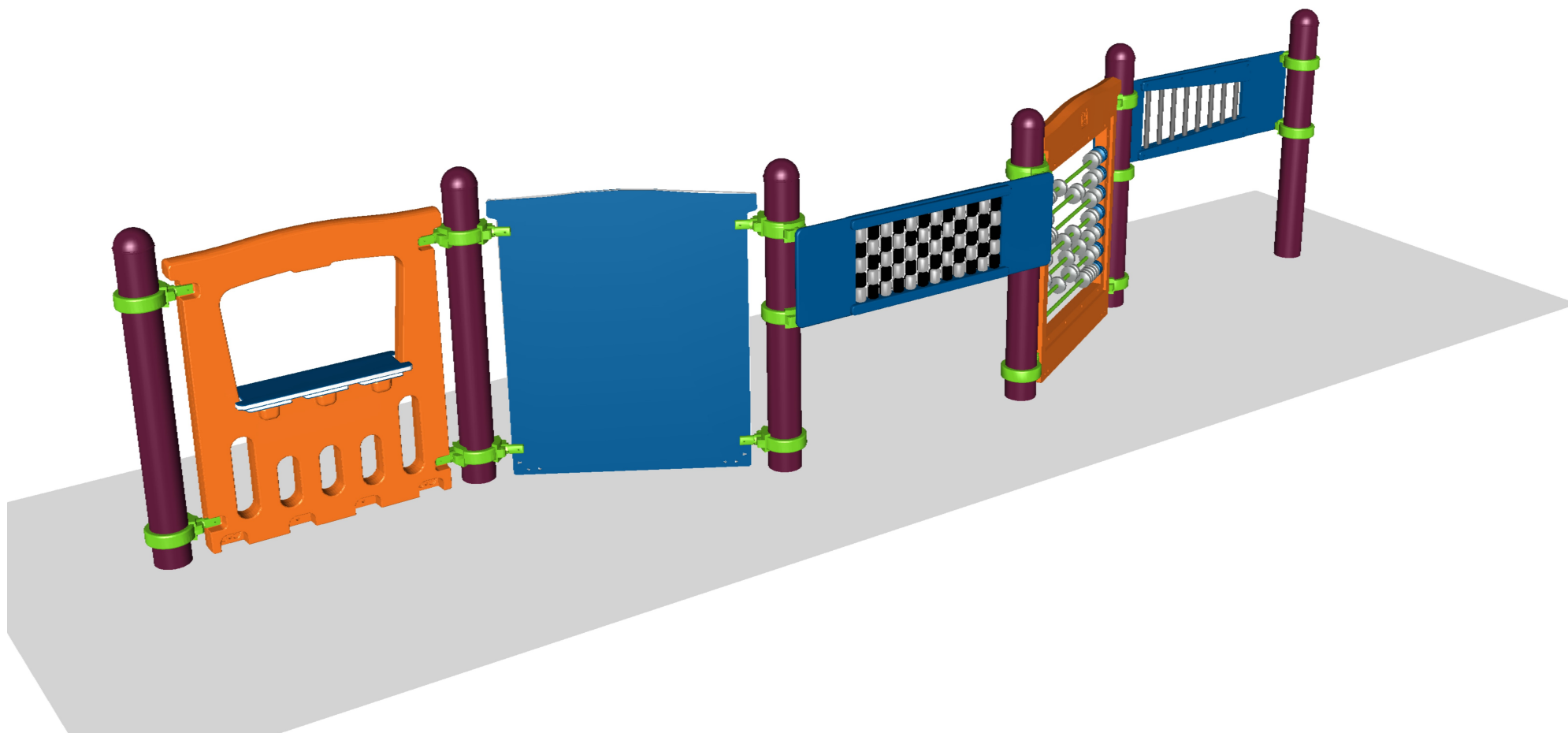


E.B. SESSIONS PARK
SW VIEW

R5

8.a

FOR KIDS
AGES
2-12



STRUCTURE#: R503D207A

PROJECT#: GSR196D4E6A

DATE: 2/14/2019 | DRAWN BY: AMS

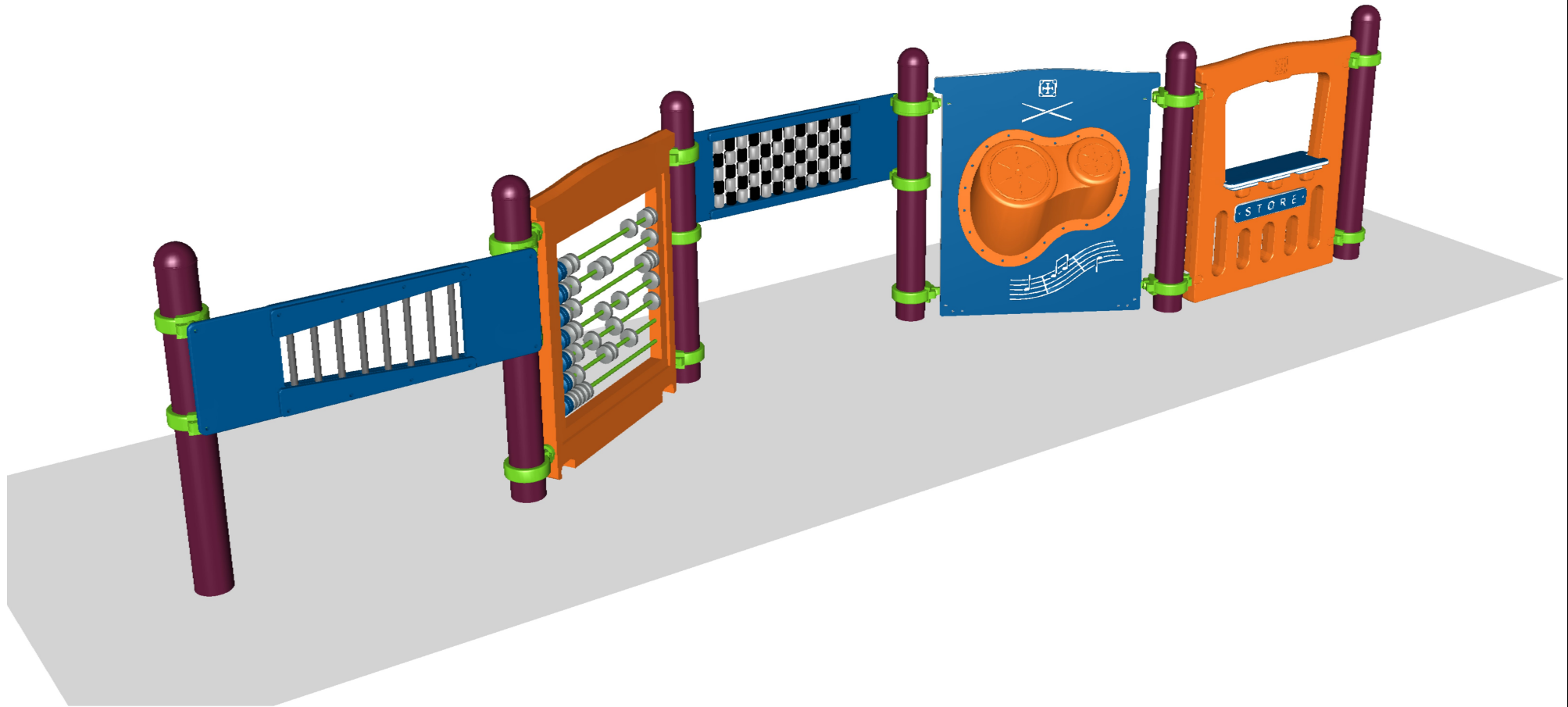


E.B. SESSIONS PARK
NE VIEW

R5

8.a

FOR KIDS
AGES
2-12



STRUCTURE#: R503D207A

PROJECT#: GSR196D4E6A

DATE: 2/14/2019 | DRAWN BY: AMS





Bill of Materials

E.B. SESSIONS PARK

Project# GSR196D4E6A

2/14/2019

Item	Description	Quantity
R5045D2EA		
HS-1004-R	Collars	62
GF-7002	Dome Cap, R5	25
S-1008-R5-08ft	Post, 08ft R5	1
S-1009-R5-09ft	Post, 09ft R5	6
S-1010-R5-10ft	Post, 10ft R5	2
S-1011-R5-11ft	Post, 11ft R5	12
S-1012-R5-12ft	Post, 12ft R5	4
S-1101-R5	Square Deck	5
S-1102-R5	Tri-Deck	1
S-1206-24R45	ADA Stairs, 24in Rise w/ Walls	1
S-1209-12-R5	Transfer Station, 24in-L	1
S-1228-5R	Climber, Bedrock 54-60in	1
S-1234-4R	Climber, Spiral Step 42-48in	1
S-1249-DDH1R5	Geo-Wave Link 12in (Horiz, Incl. DTD Left)	1
S-1280-4R5	Climber, Swoop Rung 42-48in	1
S-1309-ADA-R-R5	Half Walls ADA (Single, Right)	1
S-1406-90R5	Traverse, Horizontal Ladder (7-Rung)	1
S-1501-45R5	Bridge, Arch (45in)	1
S-1502-90	Bridge, Arch (90in)	1
S-1514-45R5	Bridge, Inclined Arch (45in)	1
S-1535-3-R5	Crawl-Netix (36in Incl. DTD)	1
S-1618-R5G	Seek Panel	1
S-1634-R5	Labyrinth Panel	1
S-1702-4R5	Slide, Wave 48in (Double)	1
S-1710-4R5-R	Slide, Twister 48in (R)	1



Bill of Materials (continued)

Item	Description	Quantity
S-1720-5-R5	Roller Slide 60 R5	1
S-1962-R5	Play Seat	2
HS-1007-R5	Extra Hardware	2
FREPC2479		
A2-2479	PC 2479 Mini-Go-Round	1
FREPC2181+AB		
A2-2181-2B	PC 2181-8 8ft Single Post Swing (2B)	1
A2-2181-2FB-AB	PC 2181-8 8ft Single Post Swing (Right-Side, 2FB)	1
R503D207A		
HS-1004-R	Collars	15
GF-7002	Dome Cap, R5	6
S-1007-R5-07ft	Post, 07ft R5	6
S-1615-R5G	Store Panel	1
S-1627-R5I	Abacus Panel	1
S-1658-R5G	Drum Panel	1
S-1686-R5	Inclusive Panel, Mosaic (Ground)	1
S-1687-R5	Inclusive Chime Panel (Ground)	1

FAIRWOLD PARK

TOP VIEW

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
13	13/7	0	9/4	4/3

8.b

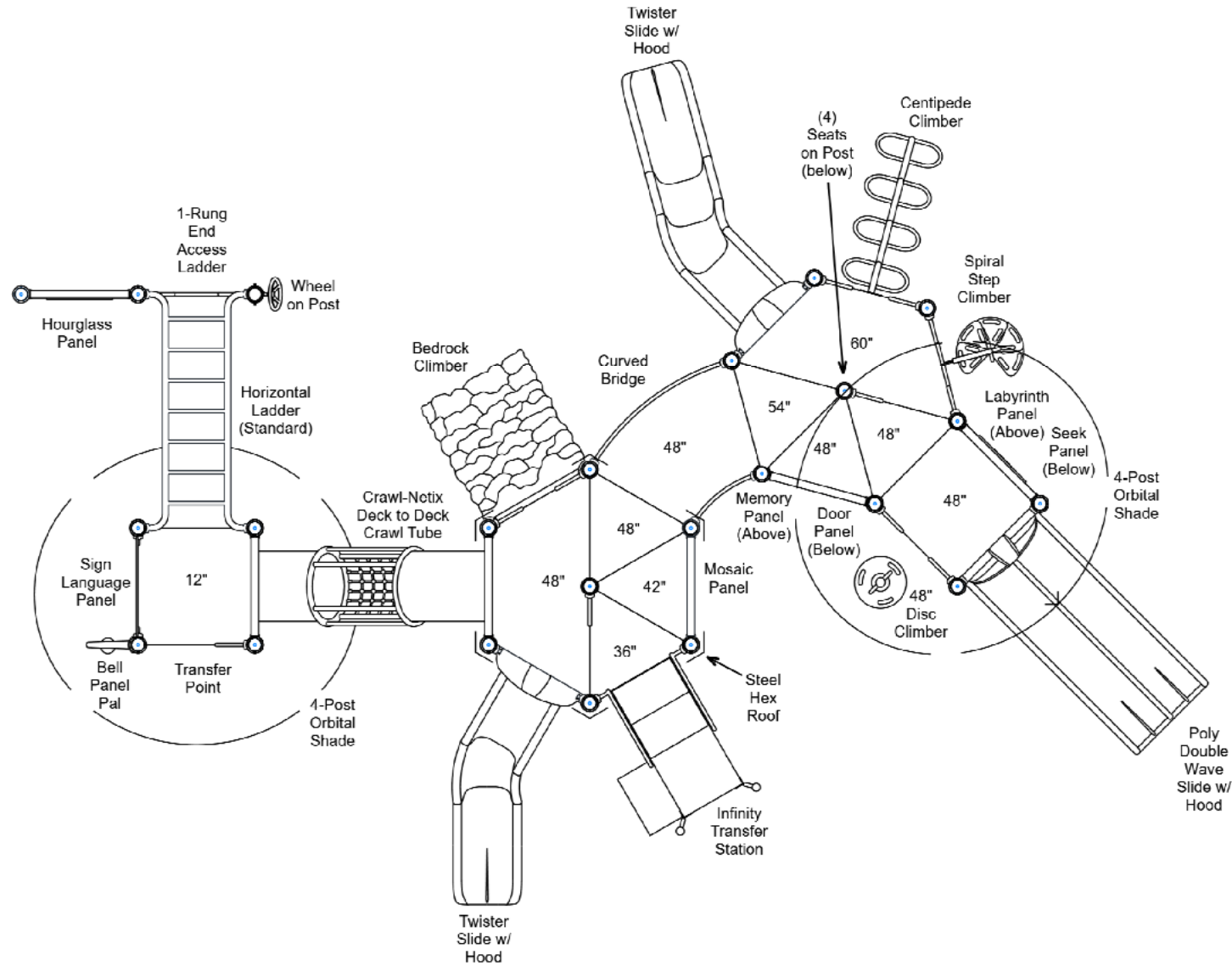
R5

FOR KIDS
AGES
2-12

GENERAL NOTES:

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STRUCTURE#: R509D544A

PROJECT#: GSR19207AEA

DATE: 2/14/2019 | DRAWN BY: ACG

MIN. USE ZONE: 47' x 40'

PLAYCRAFT REP:

Great Southern Recreation



FAIRWOLD PARK
TOP VIEW

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
0	0/0	0	4/0	1/0



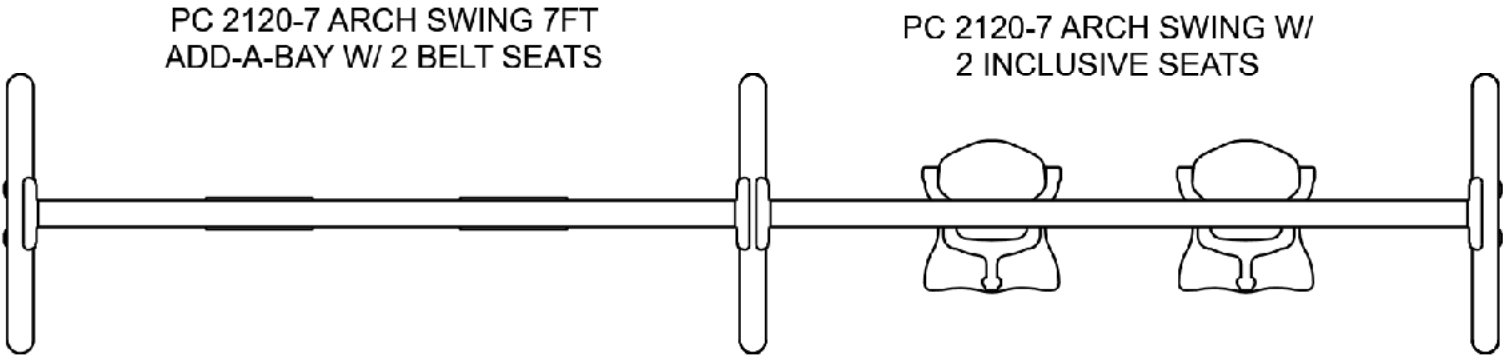
8.b

FOR KIDS
AGES
2-12

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STRUCTURE#: FREPC2120+AB
PROJECT#: GSR19207AEA
DATE: 2/14/2019 | DRAWN BY: ACG

MIN. USE ZONE: 36' x 26'

PLAYCRAFT REP:
Great Southern Recreation



FAIRWOLD PARK
SITE PLAN

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
13	13/7	0	13/4	5/3

R5

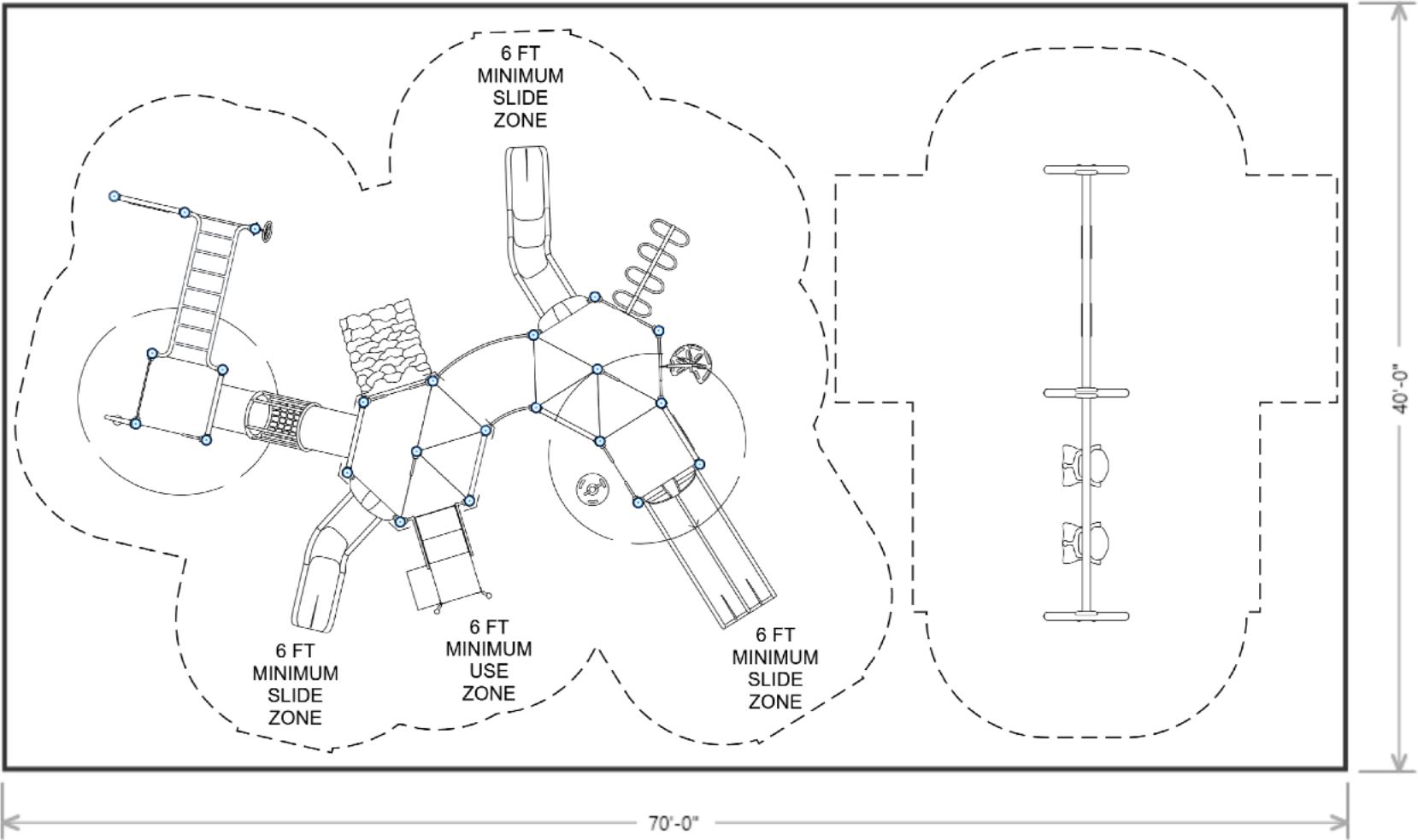
8.b
FOR KIDS
AGES
2-12

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PROJECT#: GSR19207AEA
DATE: 2/14/2019 | DRAWN BY: ACG

MIN. USE ZONE: 69' x 38'

PLAYCRAFT REP:
Great Southern Recreation



FAIRWOLD PARK
SW VIEW

R5

8.b
FOR KIDS
AGES
2-12



STRUCTURE#: R509D544A
PROJECT#: GSR19207AEA
DATE: 2/14/2019 | DRAWN BY: ACG



FAIRWOLD PARK
NE VIEW

R5

8.b
FOR KIDS
AGES
2-12



STRUCTURE#: R509D544A
PROJECT#: GSR19207AEA
DATE: 2/14/2019 | DRAWN BY: ACG

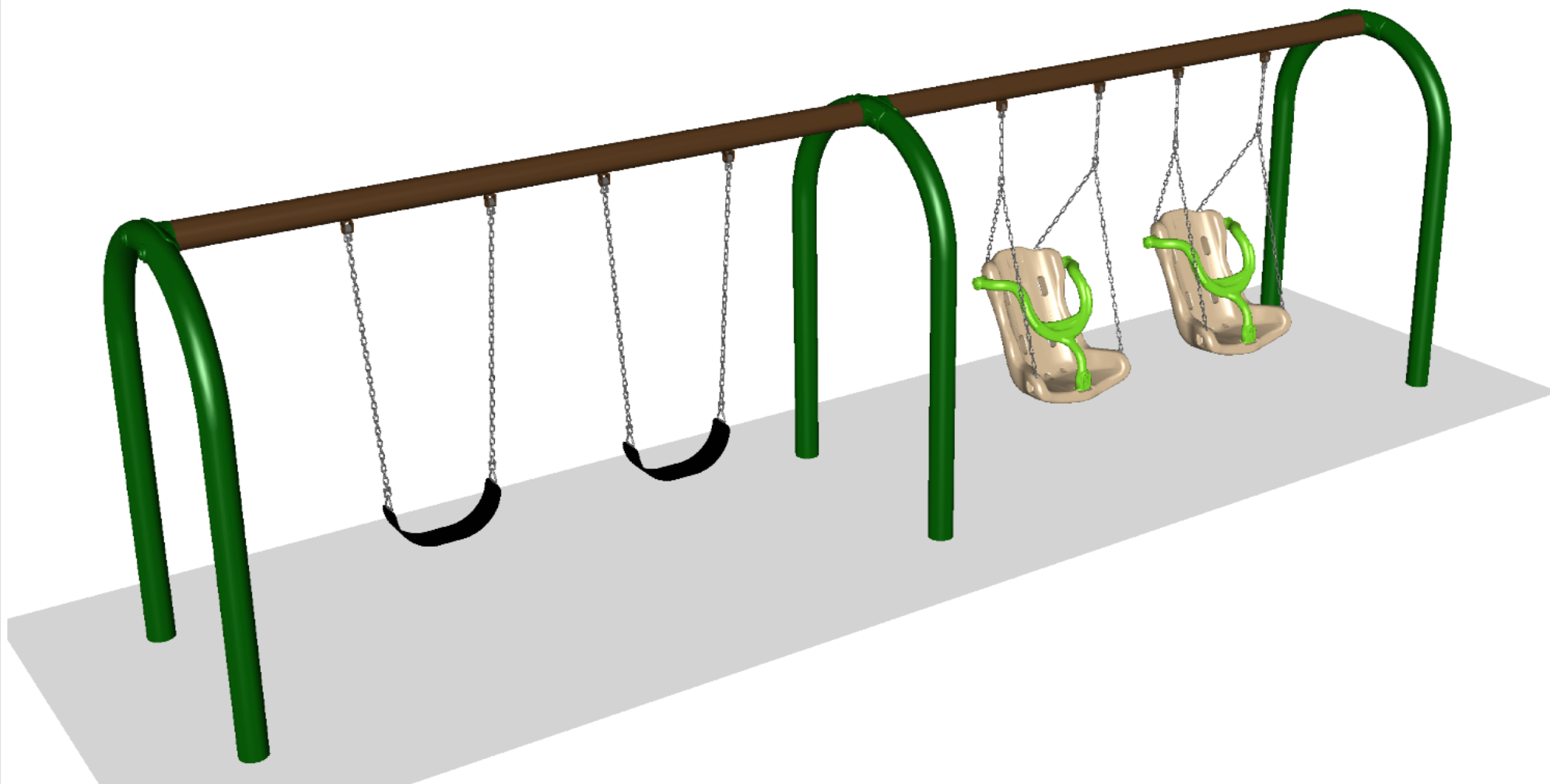


FAIRWOLD PARK
SW VIEW

R5

8.b

FOR KIDS
AGES
2-12



STRUCTURE#: FREPC2120+AB

PROJECT#: GSR19207AEA

DATE: 2/14/2019 | DRAWN BY: ACG





Bill of Materials

FAIRWOLD PARK

Project# GSR19207AEA

2/14/2019

Item	Description	Quantity
R509D544A		
HS-1004-R	Collars	79
GF-7002	Dome Cap, R5	9
S-1007-R5-07ft	Post, 07ft R5	1
S-1009-R5-09ft	Post, 09ft R5	2
S-1010-R5-10ft	Post, 10ft R5	4
S-1011-R5-11ft	Post, 11ft R5	1
S-1012-R5-12ft	Post, 12ft R5	9
S-1014-R5-14ft	Post, 14ft R5	6
S-1101-R5	Square Deck	2
S-1102-R5	Tri-Deck	6
S-1103-R5	Hex Deck, Half (5 Post)	2
S-1110-R	Filler, 12in	2
S-1209-24IW	Infinity Transfer Station, 36in-L	1
S-1220-5R5	Climber, Centipede 54-60in	1
S-1228-4R	Climber, Bedrock 42-48in	1
S-1233-4-MC	Climber, Disc 42-48in	1
S-1234-5R	Climber, Spiral Step 54-60in	1
S-1309-IW	Infinity Half Walls (Pair)	1
S-1309-IW-1L	Infinity Half Wall (Left)	1
S-1309-IW-1R	Infinity Half Wall (Right)	2
S-1401-R5	End Access Ladder (1-Rung)	1
S-1406-90R5	Traverse, Horizontal Ladder (7-Rung)	1
S-1511-R5	Bridge, Curved	1
S-1535-3-R5	Crawl-Netix (36in Incl. DTD)	1
S-1608-R5	Memory Panel	1



Bill of Materials (continued)

Item	Description	Quantity
S-1618-R5G	Seek Panel	1
S-1630-R5G	Hourglass Panel	1
S-1634-R5	Labyrinth Panel	1
S-1654-R5	Door Panel	1
S-1661-R5	Panel Pal, Bell	1
S-1684-R5	Sign Language Panel	1
S-1685-R5	Mosaic Panel	1
S-1702-4R5H	Slide, Wave 48in (Double w/ Hood)	1
S-1710-4R5H-L	Slide, Twister 48in (L, w/ Hood)	1
S-1710-5R5H-RS	Slide, Twister 60in (R-S, w/ Hood)	1
S-18030-4R5	Shade Canopy, 4-Post Orbital	2
S-1803-R5STL	Metal Roof, Hex	1
S-1812-R5	Driver Wheel (Post Mounted)	1
S-1963-R5	Seat on Post	4
HS-1100-2	Deck to Deck Hardware	5
FREPC2120+AB		
A2-2120-7-2B-AB	PC 2120-7 7ft Arch Swing (Left, 2B)	1
A2-2120-7-2INC	PC 2120-7 7ft Arch Swing (2INC)	1

LORICK PARK TOP VIEW

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
8	8/4	0	2/3	2/3

R5

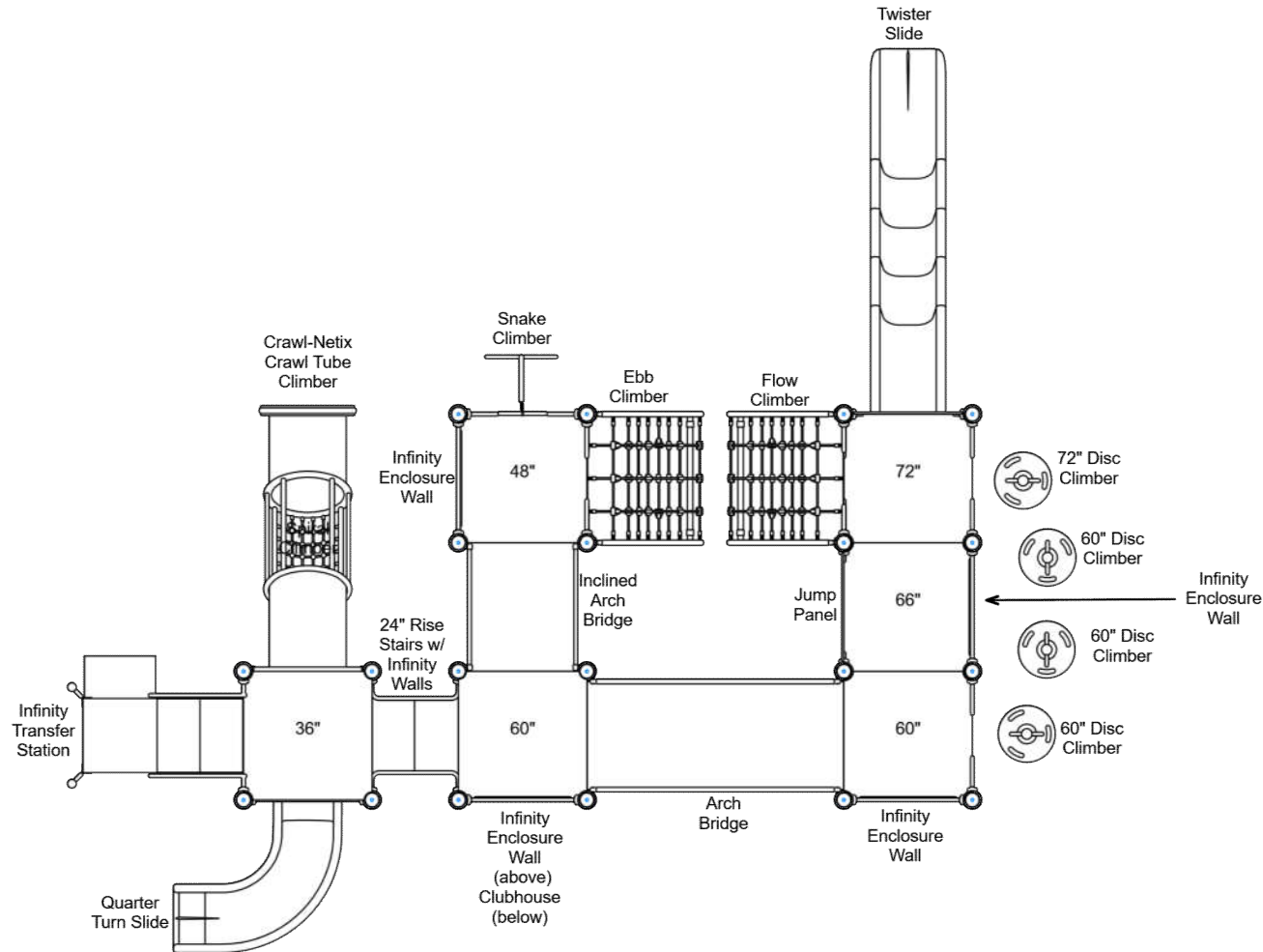
8.c

FOR KIDS
AGES
5-12

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STRUCTURE#: R508412EA

PROJECT#: GSR19F32A3A

DATE: 2/15/2019 | DRAWN BY: NLH

MIN. USE ZONE: 42' x 39'

PLAYCRAFT REP:

Great Southern Recreation



LORICK PARK
TOP VIEW

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
0	0/0	0	1/0	1/0

R5

8.c
FOR KIDS
AGES
5-12



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STRUCTURE#: FREPCFWRIIG
PROJECT#: GSR19F32A3A
DATE: 2/15/2019 | DRAWN BY: NLH

MIN. USE ZONE: 3' x 2'

PLAYCRAFT REP:
Great Southern Recreation



LORICK PARK
TOP VIEW

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
0	0/0	0	1/0	1/0

8.c



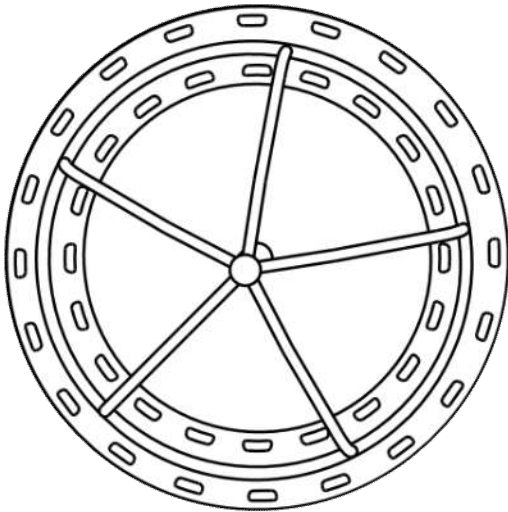
FOR KIDS
AGES
5-12

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PC 2485-C
Neutron
Carousel **NOT
AVAILABLE TO
SHIP UNTIL
APRIL **



STRUCTURE#: FREPC2485C
PROJECT#: GSR19F32A3A
DATE: 2/15/2019 | DRAWN BY: NLH

MIN. USE ZONE: 25' x 25'

PLAYCRAFT REP:
Great Southern Recreation



LORICK PARK
TOP VIEW

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
0	0/0	0	1/0	1/0



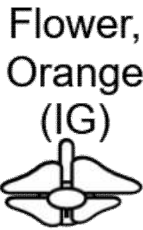
8.c

FOR KIDS
AGES
5-12

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STRUCTURE#: FREPCFWROIG
PROJECT#: GSR19F32A3A
DATE: 2/15/2019 | DRAWN BY: NLH

MIN. USE ZONE: 2' x 2'

PLAYCRAFT REP:
Great Southern Recreation



LORICK PARK
TOP VIEW

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
0	0/0	0	1/0	1/0



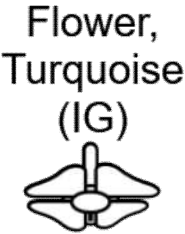
8.c

FOR KIDS
AGES
5-12

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STRUCTURE#: FREPCFWRTIG
PROJECT#: GSR19F32A3A
DATE: 2/15/2019 | DRAWN BY: NLH

MIN. USE ZONE: 2' x 2'

PLAYCRAFT REP:
Great Southern Recreation



LORICK PARK
TOP VIEW

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
0	0/0	0	1/0	1/0



8.c

FOR KIDS
AGES
5-12

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Flower,
Yellow
(IG)



STRUCTURE#: FREPCFWRYIG
PROJECT#: GSR19F32A3A
DATE: 2/15/2019 | DRAWN BY: NLH

MIN. USE ZONE: 3' x 2'

PLAYCRAFT REP:
Great Southern Recreation



LORICK PARK SITE PLAN

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
8	8/4	0	7/3	4/3

8.c

R5

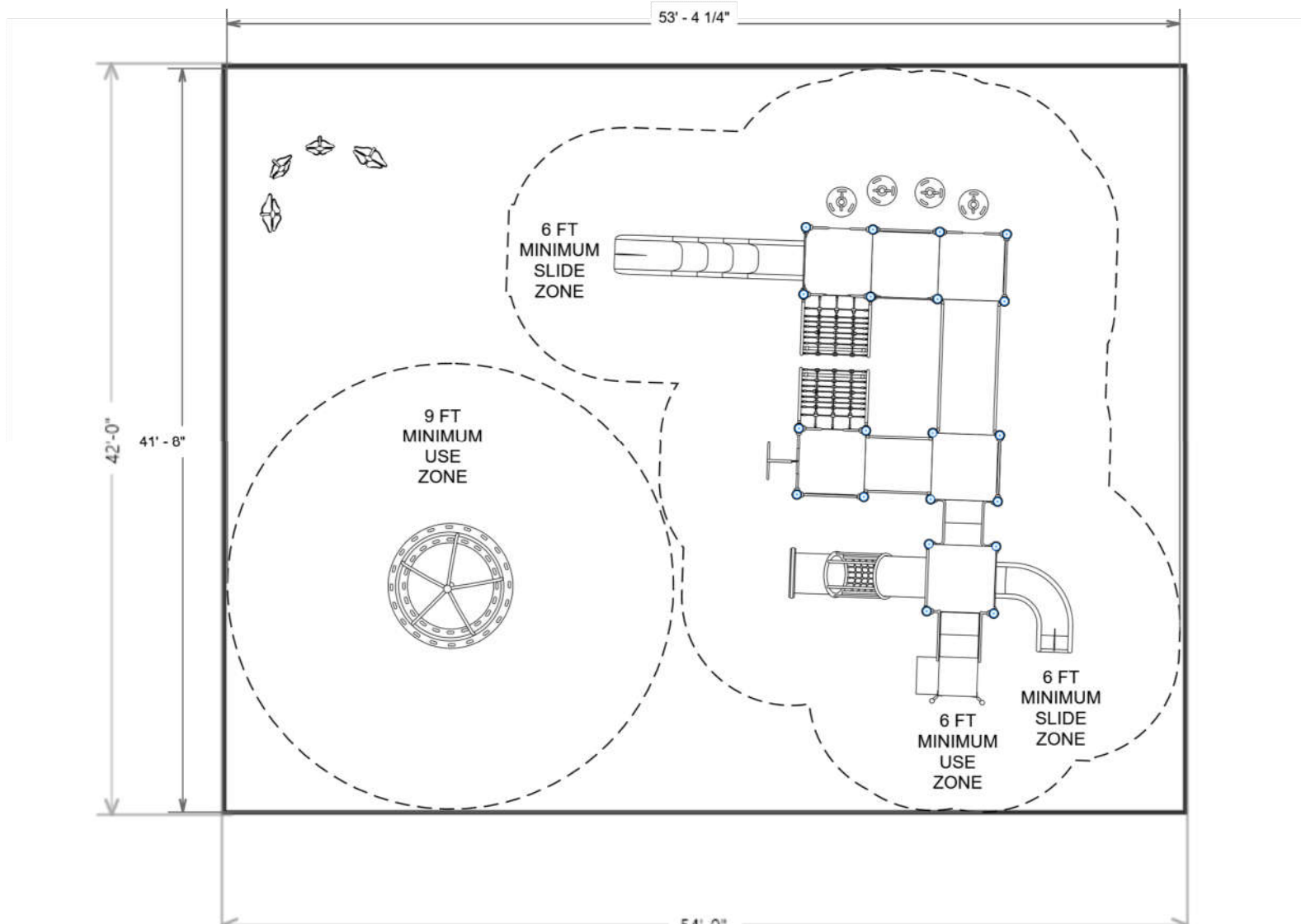
FOR KIDS
AGES
5-12

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PROJECT#: GSR19F32A3A

DATE: 2/15/2019 | DRAWN BY: NLH

MIN. USE ZONE: 54' x 42'

PLAYCRAFT REP:

Great Southern Recreation



LORICK PARK
SW VIEW

R5

8.c

FOR KIDS
AGES
5-12



STRUCTURE#: R508412EA
PROJECT#: GSR19F32A3A
DATE: 2/15/2019 | DRAWN BY: NLH



LORICK PARK
NE VIEW

R5

8.c

FOR KIDS
AGES
5-12



STRUCTURE#: R508412EA

PROJECT#: GSR19F32A3A

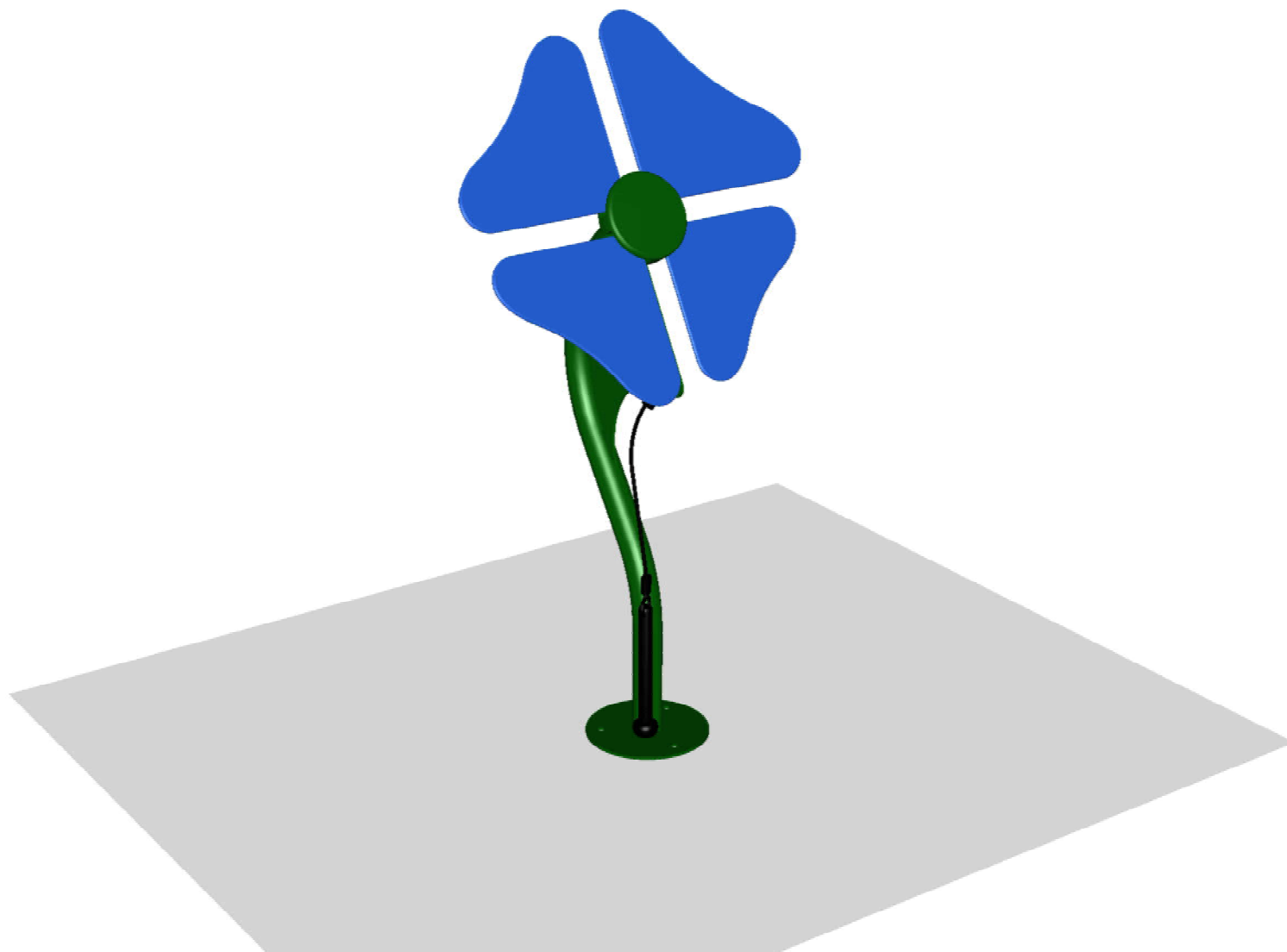
DATE: 2/15/2019 | DRAWN BY: NLH



LORICK PARK
SW VIEW

R5

8.c
FOR KIDS
AGES
5-12



STRUCTURE#: FREPCFWRIIG
PROJECT#: GSR19F32A3A
DATE: 2/15/2019 | DRAWN BY: NLH

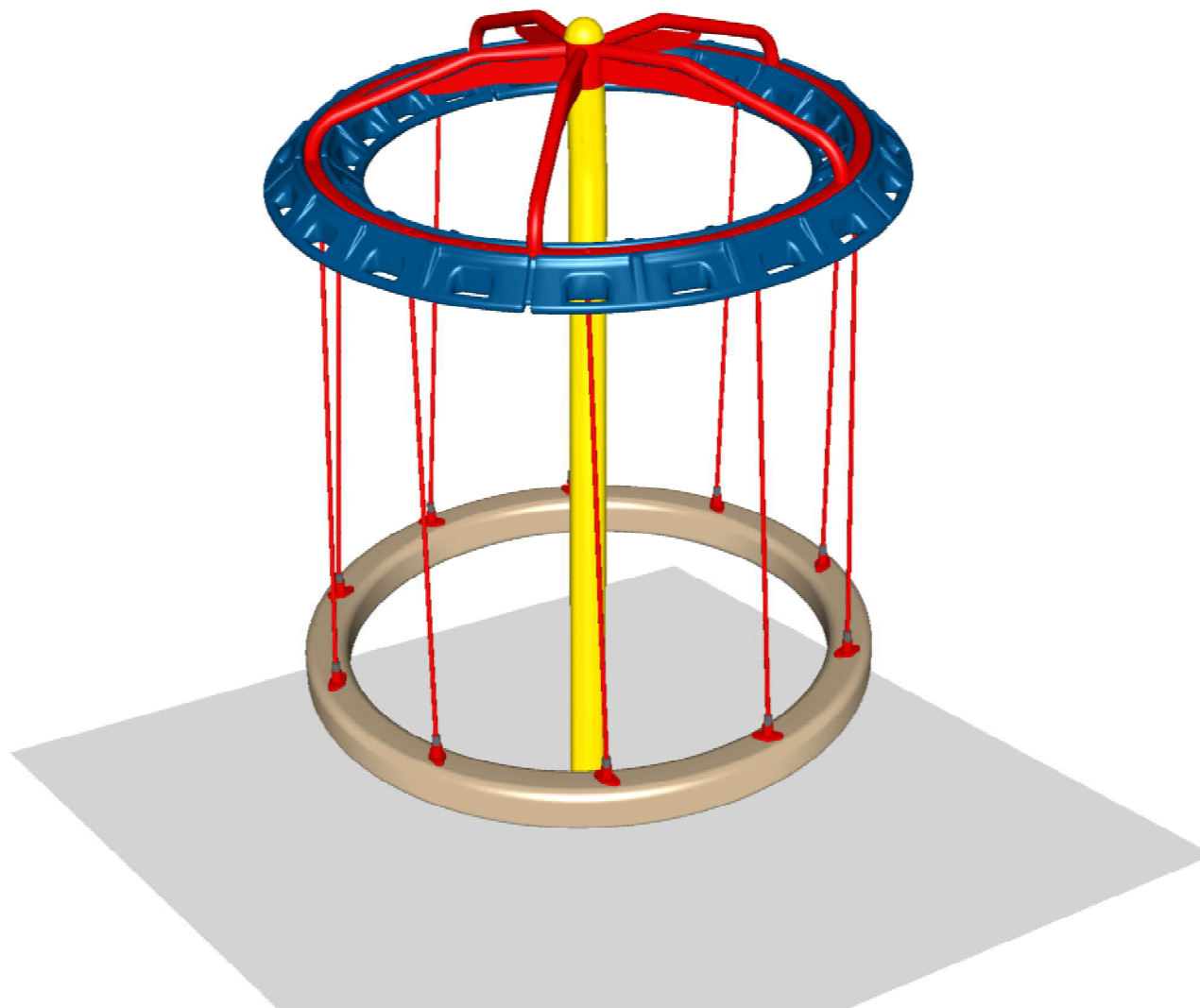


LORICK PARK
SW VIEW

R5

8.c

FOR KIDS
AGES
5-12



STRUCTURE#: FREPC2485C

PROJECT#: GSR19F32A3A

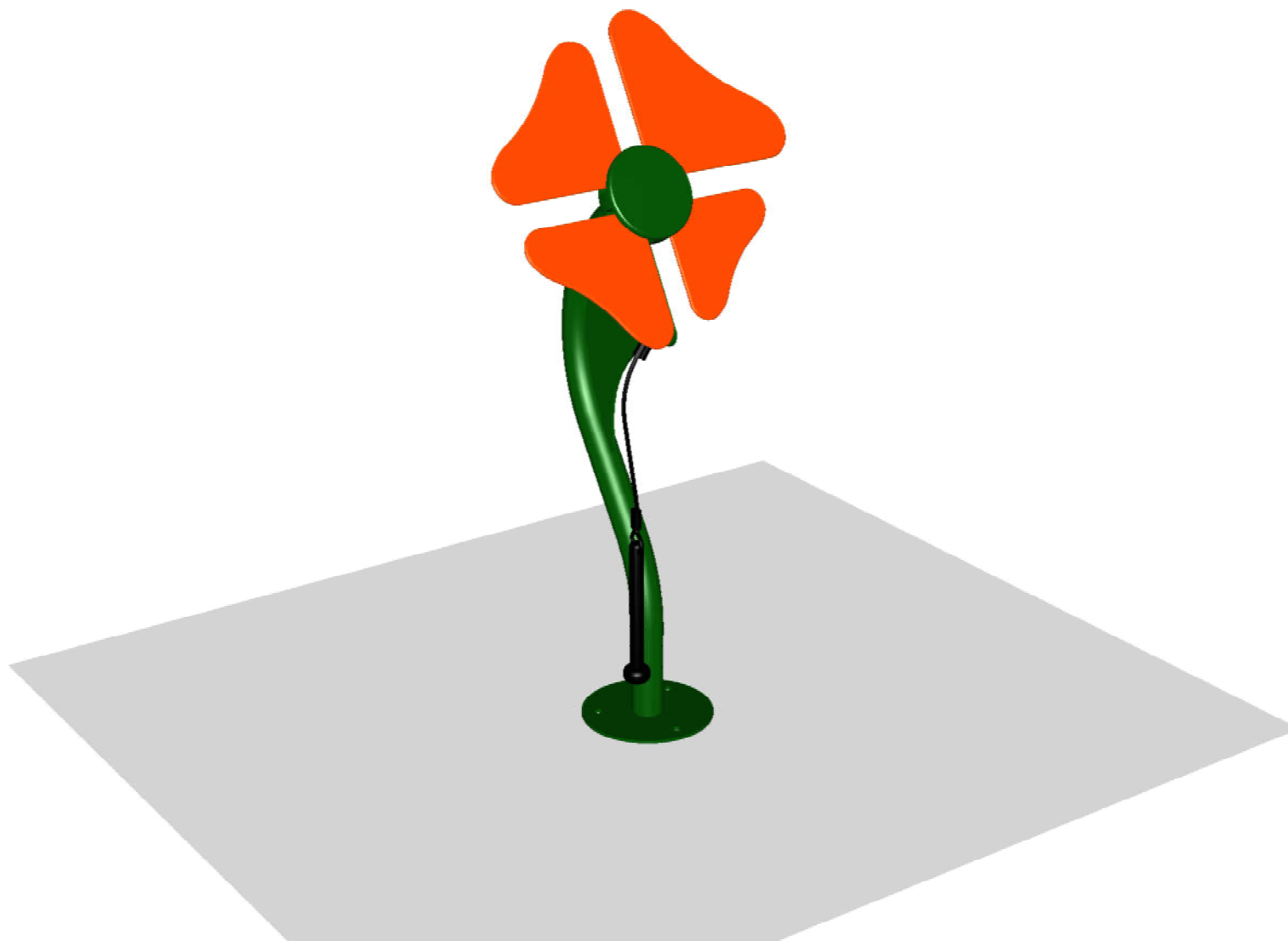
DATE: 2/15/2019 | DRAWN BY: NLH



LORICK PARK
SW VIEW

R5

8.c
FOR KIDS
AGES
5-12



STRUCTURE#: FREPCFWROIG
PROJECT#: GSR19F32A3A
DATE: 2/15/2019 | DRAWN BY: NLH

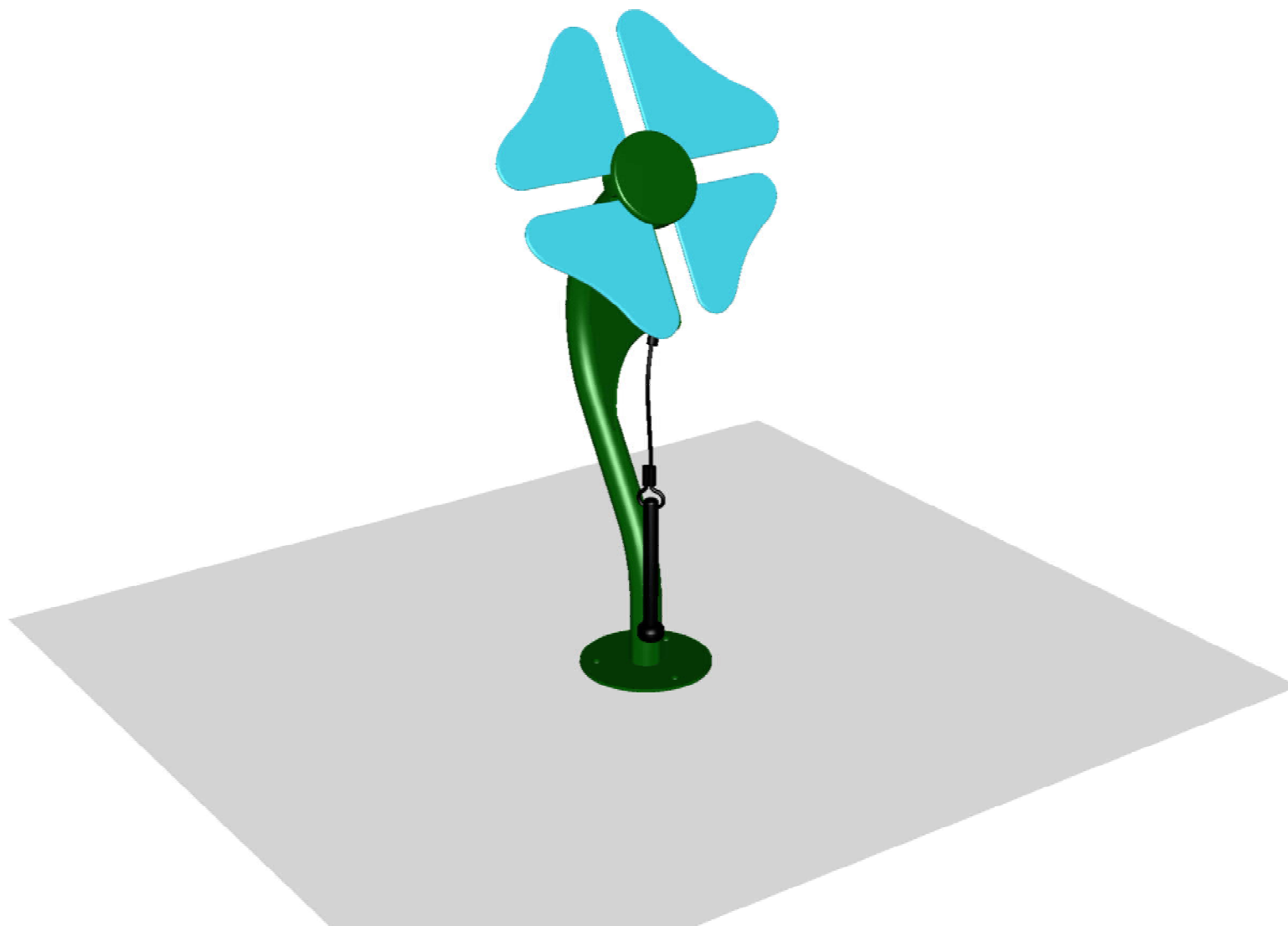


LORICK PARK
SW VIEW

R5

8.c

FOR KIDS
AGES
5-12



STRUCTURE#: FREPCFWRTIG

PROJECT#: GSR19F32A3A

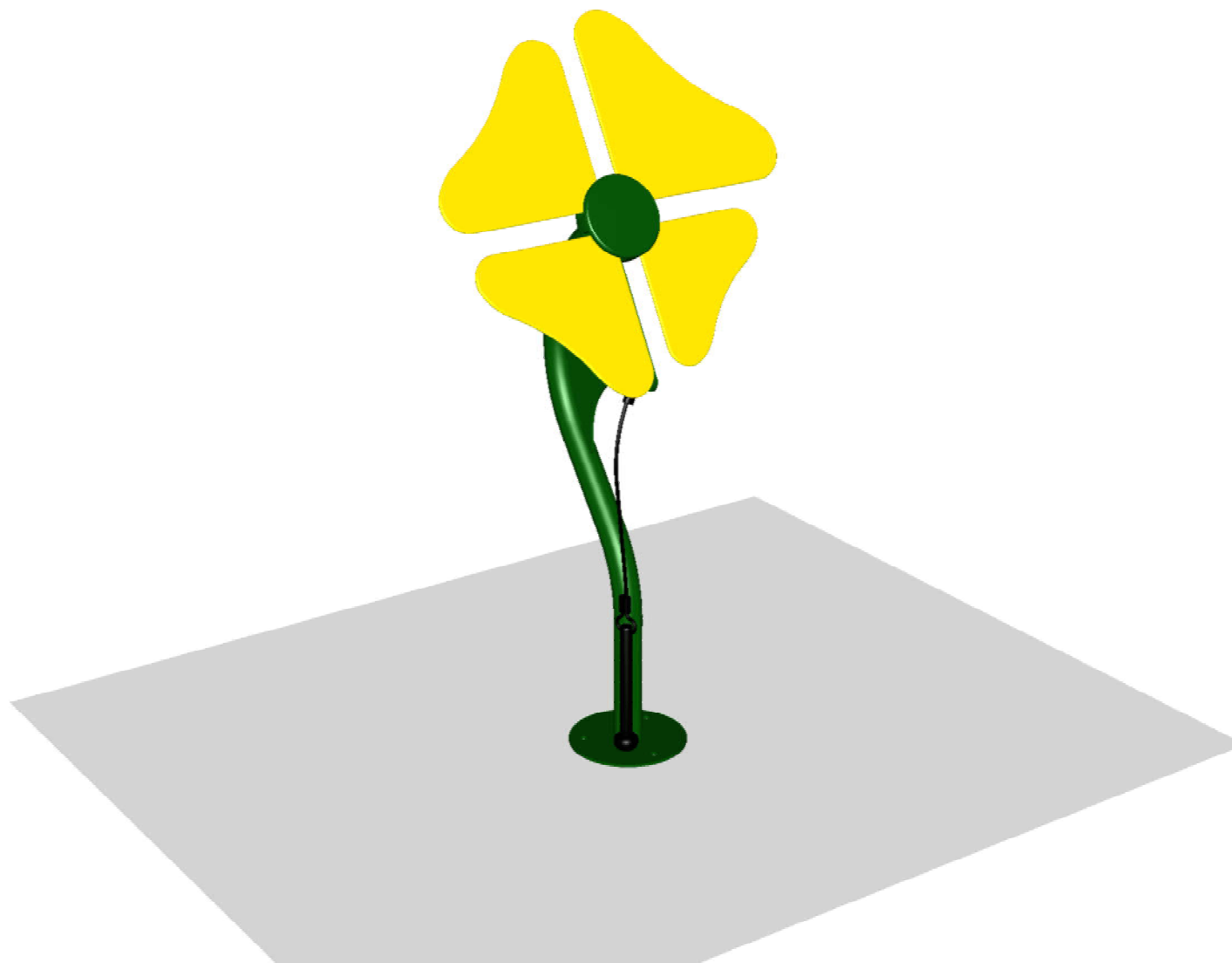
DATE: 2/15/2019 | DRAWN BY: NLH



LORICK PARK
SW VIEW

R5

8.c
FOR KIDS
AGES
5-12



STRUCTURE#: FREPCFWRYIG
PROJECT#: GSR19F32A3A
DATE: 2/15/2019 | DRAWN BY: NLH





Bill of Materials

LORICK PARK

Project# GSR19F32A3A

2/15/2019

Item	Description	Quantity
R508412EA		
HS-1004-R	Collars	72
GF-7002	Dome Cap, R5	20
S-1010-R5-10ft	Post, 10ft R5	2
S-1011-R5-11ft	Post, 11ft R5	4
S-1012-R5-12ft	Post, 12ft R5	6
S-1013-R5-13ft	Post, 13ft R5	8
S-1101-R5	Square Deck	6
S-1206-24IW	ADA Stairs, 24in Rise w/ Infinity Walls (Short)	1
S-1209-24IW	Infinity Transfer Station, 36in-L	1
S-1222-4R	Climber, Snake 42-48in	1
S-1233-5-MC	Climber, Disc 54-60in	3
S-1233-6-MC	Climber, Disc 66-72in	1
S-1261-R5E	Climber, Ebb	1
S-1261-R5F	Climber, Flow	1
S-1298-3-R5	Climber, Crawl-Netix 36in	1
S-1301-IW	Wall, Infinity Enclosure (Standard)	4
S-1309-IW	Infinity Half Walls (Pair)	4
S-1502-90	Bridge, Arch (90in)	1
S-1514-45R5	Bridge, Inclined Arch (45in)	1
S-1620-R5	Jump Panel	1
S-1639-R5	Clubhouse	1
S-1705-R5	Slide, Quarter Turn 36in	1
S-1710-6R5-SSS	Slide, Twister 72in (S-S-S)	1
HS-1007-R5	Extra Hardware	2
FREPCFWRIIG		



Bill of Materials (continued)

Item	Description	Quantity
FWR-I-IG	Flower, Indigo (IG)	1
FREPC2485C		
A2-2485-C	PC 2485-C Neutron Carousel	1
FREPCFWROIG		
FWR-O-IG	Flower, Orange (IG)	1
FREPCFWRTIG		
FWR-T-IG	Flower, Turquoise (IG)	1
FREPCFWRYIG		
FWR-Y-IG	Flower, Yellow (IG)	1



We Are Columbia

MEETING DATE: October 15, 2019

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the purchase of fifty-three (53) 2019 Chevrolet Tahoes Police Pursuit Vehicles for the Columbia Police Department, as requested by Fleet Services. Award to Love Chevrolet, using the South Carolina State Contract in the amount of \$1,759,229.00. This vendor is located in Columbia, SC.

REQUISITION NO.: R200473

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment (6308972- 658500). The original budget amount is \$1,759,229.00.

CLEAN WATER 2020?: No

FOCUS AREAS: Economic Prosperity - Endless Possibilities, Enhancing Columbia's Neighborhoods, Innovative & High Quality Municipal Services

We respectfully request Council's approval for this purchase using the South Carolina State Contract #4400017323 Vendor, Love Chevrolet, at the following cost plus sales tax.

	Chevrolet Tahoes, PPV
Base Price	\$1,732,729.00
SC State Taxes	\$26,500.00
PO Total	\$1,759,229.00

Love Chevrolet is located in Columbia, SC.

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

ATTACHMENTS:

- **#a:** SC Contract #4400017323 Love Chevrolet (PDF)

Rob Malpass, Procurement Manager
 Phone: (803) 737-5769
 Email: remalpass@mmo.sc.gov

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

Section: V
 Page: 8
 Date: 11/1/2017

LE-8: Pursuit Utility, Full Size, 4x2, Flex Fuel

<u>Contract Number:</u>	4400017323	<u>Contractor:</u>	Love Chevrolet Company
<u>Initial Contract Term:</u>	11/1/2017 - 10/31/2018	<u>Address:</u>	100 Parkridge Drive, Columbia, SC 29212
<u>Contract Rollover Dates:</u>	11/1/2018 - 10/31/2019	<u>Vendor #:</u>	7000044959
<u>Order Cut Off Date:</u>	3/20/2019	<u>Contact:</u>	Donna Casey
<u>Model:</u>	Chevrolet Tahoe PPV - CC15706	<u>Email:</u>	governmentsales@loveauto.com
<u>Commodity Code:</u>	07105	<u>Telephone:</u>	803-794-9004 ext. 7
<u>Delivery Days ARO:</u>	90	<u>Fax:</u>	803-926-7467

BASE PRICE \$32,734.00

*Click on the link above for an itemized listing of items included in the base price.

Optional Additions

4x4 Pursuit Package	\$3,550.00
Towing Package (State Standard Spec)	\$25.00

Optional Deductions

HD Vinyl/Rubber Flooring	\$100.00
Spot Light (Left Door Mounted)	\$385.00
Delivery Fee (Per Vehicle)	\$15.00

Delivery Information

Delivery Distance Included in Delivery Fee	9 Miles
Price Per Mile Contractor May Charge Beyond the Delivery Distance	\$1.67

[Return to Index](#)



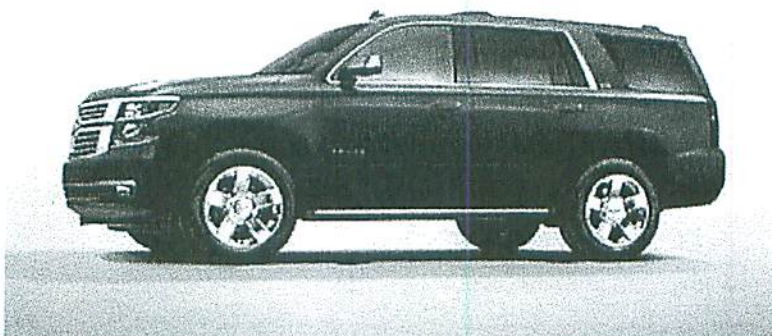
LOVE Chevrolet Company

Donald Shumpert | 803-518-1989 | dshumpert@loveauto.com

City of Columbia

Prepared For: Marlon Epps

Vehicle: [Fleet] 2019 Chevrolet Tahoe (CC15706) 2WD 4dr Commercial



State Contract # 4400017323

Base Price	32,734 ⁰⁰
Upfit Fee	150 ⁰⁰
Wiring Grill Lamps	89 ⁰⁰
+ Speaker -	
Wiring, Hose + Siren -	40 ⁰⁰
Dome Light Red + White -	165 ⁰⁰
Vinyl Floor in Lieu of Carpet -	<100 ⁰⁰ >
Deduct Spot Light -	<385 ⁰⁰ >
	\$ 32,693 ⁰⁰
	-plus tax



LOVE Chevrolet Company

Donald Shumpert | 803-518-1989 | dshumpert@loveauto.com

Vehicle: [Fleet] 2019 Chevrolet Tahoe (CC15706) 2WD 4dr Commercial (✔ Complete)

Window Sticker

SUMMARY

[Fleet] 2019 Chevrolet Tahoe (CC15706) 2WD 4dr Commercial

MSRP:\$46,700.00

Interior:Jet Black, Premium Cloth seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, 5.3L EcoTec3 V8 with Active Fuel Management, Direct Injection and Variable Valve Timing

Transmission, 6-speed automatic, electronically controlled

OPTIONS

CODE	MODEL	MSRP
CC15706	[Fleet] 2019 Chevrolet Tahoe (CC15706) 2WD 4dr Commercial	\$46,700.00
OPTIONS		
1FL	Commercial Preferred Equipment Group	\$0.00
5T5	Seats, 2nd and 3rd row vinyl with front cloth seats	\$0.00
6C7	Lighting, red and white front auxiliary dome	\$170.00
6J3	Wiring, grille lamps and siren speakers	\$92.00
6J4	Wiring, horn and siren circuit	\$41.00
9C1	Identifier for PPV	(\$3,935.00)
ATD	Seat delete, third row passenger	Inc.
AZ3	Seats, front 40/20/40 split-bench	\$0.00
C5U	GVWR, 6800 lbs. (3084 kg)	Inc.
FE9	Emissions, Federal requirements	\$0.00
GAZ	Summit White	\$0.00
GU4	Rear axle, 3.08 ratio	\$0.00
H0U	Jet Black, Premium Cloth seat trim	\$0.00
IO5	Audio system, 8" diagonal color touch-screen with Chevrolet Infotainment	\$0.00
K4B	Battery, auxiliary, isolated, 730 CCA	Inc.
KW7	Alternator, 170 amps	Inc.
L83	Engine, 5.3L EcoTec3 V8 with Active Fuel Management, Direct Injection and Variable Valve Timing	\$0.00
MYC	Transmission, 6-speed automatic, electronically controlled	\$0.00

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Data Version: 9276. Data Updated: Sep 17, 2019 10:35:00 PM PDT.



We Are Columbia

MEETING DATE: October 15, 2019

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the cost to outfit fifty-three (53) 2019 Chevrolet Tahoes Police Pursuit Vehicles for the Columbia Police Department, as requested by Fleet Services. Award to Love Chevrolet, with customization and outfitting work to be contracted out to West Chatham Warning Devices, using the South Carolina State Contract in the amount of \$512,449.05. Love Chevrolet is located in Columbia, SC. West Chatham Warning Devices is located in Lexington, SC.

REQUISITION NO.: R200473

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment (6308972- 658500). The original budget amount is \$512,449.05.

CLEAN WATER 2020?: No

FOCUS AREAS: Economic Prosperity - Endless Possibilities, Enhancing Columbia's Neighborhoods, Innovative & High Quality Municipal Services

We respectfully request Council's approval for this purchase using the South Carolina State Contract #4400017323 Vendor, Love Chevrolet, at the following cost.

Chevrolet Tahoes, PPV- Outfitting Costs	
Base Price	\$512,449.05

Love Chevrolet is located in Columbia, SC.
West Chatham is located in Lexington, SC.

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



We Are Columbia

MEETING DATE: October 15, 2019

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the purchase of In-Car Camera Systems, In-Car Printer Systems, GETAC Computers, Utility Rocket Communications Hardware, and In-Car Radios used in patrol vehicles for the Columbia Police Department, as requested by Fleet Services. Award to various vendors using Cooperative Contracts, GSA Contracts, and the South Carolina State Contract in the amount of \$1,045,095.79.

REQUISITION NO.: R200895, R200896, R200894, R200897, R200753

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Capital Replacement - Computer Equipment/Hardware (6308972-627500); Capital Replacement - Radio and Electronic Supplies (6308972-623700). The original budget amount is \$1,045,095.79.

CLEAN WATER 2020?: No

FOCUS AREAS: Economic Prosperity - Endless Possibilities, Enhancing Columbia's Neighborhoods, Innovative & High Quality Municipal Services

PURPOSE:

Vendor	Requisition Number	Equipment	Contract/Cooperative Number	Total Purchase
Coban Technologies	R200895	Edge In-Car Camera System	HGAC Buy # EF04-19	\$346,770.72
Insight Public Sector Inc.	R200896	In-Car Printer System	Omnia Partners Cooperative #4400006644	\$58,452.96
Synnex Corporation	R200894	GETAC Computers	GSA Contract #GS-35F-0143R	\$243,54432
Anixter Inc.	R200897	Utility Rocket Communications Hardware	GSA Contract #GS-07F-6060R	\$95,620.54
Motorola Inc.	R200753	In-Car Radios	South Carolina State	\$300,707.25

			Contract #4400021163	
			Total IT Equipment	\$1,045,095.79

We respectfully request Council's approval for this purchase using the listed Vendors, at the following cost plus sales tax.

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:

Item (10) When purchasing through cooperative contracts.

Item (9) When purchasing through state contracts.

ATTACHMENTS:

- **#a:** AnixterRockets- Quote Q0035P9P (Frieda) (PDF)
- **#b:** Coban(HGAC Contract Pricing) (PDF)
- **#c:** InsightHoneywell54 #0221542768 - CITY OF COLUMBIA PUBLIC SA (PDF)
- **#d:** InsightPrintersCardReaders54 #0221532940 - CITY OF COLUMBIA PUBLIC SA (PDF)
- **#e:** SynnexGETAC54 (PDF)
- **#f:** 54-Motorola Quote (XLS)



2301 Patriot Blvd. Glenview, IL 60026

QUOTATION

Date: **11.a**
Quote #: Q0035P9P
Customer: 174118

See attached Anixter Terms and Conditions of Sale

Customer

COLUMBIA, CITY OF (GSASL)
PO BOX 147
COLUMBIA, SC 29217
Frieda Bates
Phone: 803-737-4216
Fax: --
Email: fbates@columbiasc.net

Utility

Line	Quantity	Part Number and Description	UM	Unit Price	Extended Price
1	57	924143 Customer Part: GS-07F-6060R UTILITY RIOT-CO-3001 ROCKET IOT COMMUNICATIONS HARDWARE BUNDLE - INCLUDES ANTENNA, LOCKER	EA	950.03	54,151.71
2	57	924134 Customer Part: GS-07F-6060R UTILITY RIOT-C-3001 ROCKET IOT COMMUNICATIONS/ AVAIL UNLIMITED ACCESS - 5 YR	EA	342.01	19,494.57
3	57	924130 Customer Part: GS-07F-6060R UTILITY COM-H-1445 POWER TIMER WITH LOW VOLTAGE SHUT-OFF FOR THE ROCKET	EA	71.25	4,061.25
4	57	687214 Customer Part: GS-07F-6060R UTILITY COM-H-1305 5 PORT RJ-45 INDUSTRIAL ETHERNET SWITCH	EA	166.25	9,476.25
5	57	687243 UTILITY COM-H-1370 CAT6 NETWORK CABLE- 25 FT ***OPEN MARKET***	EA	23.75	1,353.75

Quote Total: 88,537.53

TERMS NET30
Freight Terms: PREPAID
Shipment: MATERIAL IN ANIXTER INVENTORY IS SUBJECT TO PRIOR SALE.
ANY PREPAID FREIGHT IS SUBJECT TO ACCEPTANCE OF ENTIRE QUOTE.
Notes: ORDER ACCEPTANCE BASED UPON PRIOR CREDIT APPROVAL
ALL MATERIAL NON-RETURNABLE WITHOUT RETURN AUTHORIZATION
Currency: USD

Please refer all inquiries to:

Garnett Ladd

Phone: 703.318.2302

Mobile: --

Fax: 703.318.2301

Garnett.Ladd@anixter.com

45075 OLD OX ROAD, SUITE 100
DULLES, VA 20166
US

Comments:

COPPER CABLE PRICES VALID 14 CALENDAR DAYS.
ALL OTHER ITEMS VALID 30 DAYS UNLESS NOTED AT THE ITEM LEVEL

1. These Terms and Conditions of Sale (this "Agreement") apply to, and govern the sale of, any products (collectively, the "Products") by Anixter Inc. and/or one of its affiliates or subsidiaries identified in the applicable quote, order document, or credit application (the "Seller") to the applicable customer identified in such quote, order document, or credit application ("Customer"). This Agreement constitutes the entire integrated agreement between the parties with respect to the subject matter of this Agreement, and applies to any subsequent purchases made by Customer from Seller. Any and all discussions, understandings, agreements, representations, courses of dealing, customs, and usages of trade heretofore made or engaged in by the parties with respect to the subject matter hereof are hereby merged into this Agreement, which alone fully and completely expresses the parties' agreement. Notwithstanding the foregoing, if Seller and Customer are parties to a mutually executed and negotiated agreement that governs the supply and use of the Products (the "Existing Agreement"), the terms and conditions of such Existing Agreement supersede this Agreement for the specific purpose set forth therein. Seller objects to and is not bound by any additional or different terms, whether printed or otherwise, in any purchase order or other communication from Customer to Seller, unless specifically agreed to in a separate writing signed by the parties and only with respect to those Products intended to be covered by that executed document. The execution of a Customer order document does not, in and of itself, evidence Seller's assent to any terms and conditions contained or referenced thereon. Such additional or different terms constitute a material alteration of this Agreement, and Customer accepts this Agreement without such additional or different terms. Seller has the right to periodically update this Agreement. Each revision will be identified by the next revision number and effective date. Any subsequent revisions will be effective only to quotes or orders issued on or after the date of the revision to such terms and conditions. Customer's acceptance or use of the Products constitutes acceptance of this Agreement. If Seller will be providing services, Seller's service terms, found at www.anixter.com/termsandconditions, apply in addition to the terms of this Agreement.

2. Any change in Product specifications, quantities, destinations, shipping schedules, or any other aspect of the scope of goods must be agreed to in writing by Seller, and may result in a price and delivery adjustment by Seller. If all or part of the contract is terminated by modification or rescission, Customer, in the absence of a contrary written agreement between Seller and Customer, shall pay termination charges equal to Seller's costs associated with the contract, as determined by generally accepted accounting principles, plus a reasonable profit on the entire contract. Cost shall include any amount Seller must pay to its suppliers due to any termination by Seller of a purchase order or contract for Products intended for Customer. If Customer orders any Special Stock Products (as defined herein) from Seller, Customer will not be able to cancel such order if the Special Stock Product is already in Seller's possession or in transit to Seller, plus Customer shall pay for any manufacturer cancellation charges for unshipped items. The term "Special Stock Product" means any inventory from Seller that Seller produces or procures for Customer and such inventory is nonstandard or not readily saleable to other customers of Seller. Seller may, in its discretion, require an advance deposit of up to 100% of Seller's selling price for any Special Stock Product ordered by Customer hereunder.

3. Payment of the purchase price for Products sold by Seller to Customer shall be in the amounts set forth on each invoice, and Customer shall pay all charges in accordance with the amounts established in said invoices. The entire outstanding balance due to Seller on all invoices is due in full immediately upon default in the payment of any invoice. Customer shall pay a service charge of \$50.00 or the maximum allowed by law for each check returned by Customer's bank. In addition, if Customer fails to pay all charges in accordance with this Agreement, Customer shall pay Seller all costs and expenses of collection, suit, or other legal action brought as a result of non-payment, including all reasonable attorneys' fees and collection costs, incurred pre-suit, through trial, on appeal, and in any administrative or bankruptcy proceedings.

4. Customer shall pay the purchase price for Products within the time indicated on the face of the quote, unless otherwise agreed to by the parties in writing. If Customer fails to pay the total purchase price within the time indicated on the face of the quote or other written agreement, the maximum allowable charge and/or interest allowed by applicable laws shall be applied to all past due accounts commencing from the due date of the invoice until paid. Seller shall also be entitled, in addition to all other remedies available at law or in equity, to recover reasonable attorneys' fees and/or other expenses in collecting the purchase price or otherwise enforcing or successfully defending itself in respect of this Agreement. Cash discounts do not apply to cases, reels, spools or transportation charges. The purchase price for the Products is F.O.B. first point of shipment, unless otherwise agreed to in writing. Seller may set off any amount due from Customer to Seller, whether or not under this Agreement, from any amounts due to Customer. Title to and risk of loss of the Products pass to Customer upon delivery to the carrier at the F.O.B. shipping point. Unless otherwise agreed to in writing, title to any software associated with a Product shall not pass to Customer and, strictly to the extent permissible under any license agreement related to such software, Customer shall be granted a limited license to use the software in connection with the Product, strictly in accordance with the license agreement, and Customer agrees to be bound by any license terms pertaining to software associated with a Product sold hereunder. To the extent permitted under applicable law, Customer agrees to defend and indemnify Seller, including paying for Seller's reasonable attorneys' fees for counsel of Seller's choosing, from any claims or lawsuits in which it is alleged that such license agreement was breached or violated by reason of the actions of Customer.

5. Seller will not accept returns of Products or the taking of financial credits by Customer unless previously authorized by Seller via a written Return Material Authorization ("RMA"). Returns shall be subject to Seller's current RMA policy, which will be made available upon request.

6. If Customer is providing a forecast or requiring Seller to stock Products, Customer acknowledges that it is responsible for all excess and obsolete inventory, including, but not limited to, any inventory that is held by Seller and not consumed by Customer (a) prior to the discontinuation of usage of a particular part number, or (b) during the preceding six-month period (collectively, "E&O"). Seller reserves the right to call a Periodic Business Review ("PBR") which shall be attended by representatives of both parties for the purpose of E&O analysis and disposition. Resolution for E&O inventory shall be completed within ten days of the PBR unless otherwise agreed upon at the PBR.

7. Prices on Seller's website, catalogs or in Seller quotes are subject to change without notice. All prices listed on a Seller quote will be deemed to expire and become invalid if not accepted within ten calendar days from the date of issue, unless otherwise noted by Seller in writing. Seller, in its sole discretion, may extend such ten-day period; however, such extensions of pricing, if made, are for Customer's convenience only and Seller shall be free at any time after such initial ten-day period to adjust the prices contained on such quote. In addition, any mathematical, stenographic or clerical errors are not binding on Seller. Except where specifically stated by Seller, prices shown do not include any sales, excise, or other governmental tax or charge payable by Seller to any federal, state or local authority. Any tax or other governmental charge upon the provision of services, or the production, sale, shipment, transfer, consumption, or use of the Products which Seller is required to pay or collect from Customer shall be paid by Customer to Seller at the time of payment for the Product, unless Customer furnishes Seller with exemption certificates acceptable to taxing authorities. Such amount shall be due whether or not included on the invoice.

8. Shipping date or other applicable performance date is estimated on the basis of immediate receipt by Seller of Customer's order and all information, drawings and approvals to be furnished by Customer, and the absence of delays, direct or indirect, resulting from or contributed to by circumstances beyond Seller's reasonable control. Seller will in good faith endeavor to ship Products or perform services by the estimated date. Seller shall have the right to make partial shipments. All changes in specifications or the shipping or performance date requested by Customer will only be effective if set forth in a writing signed by the parties, and where such changes affect Seller's time or cost of performance, an equitable adjustment in estimated shipping/performance date or purchase price, or both, will be made. If no packaging, loading or bracing requirements are stated, Seller will comply with minimum specifications for the method of transportation specified. If no method of transportation is specified, shipment will be by a reasonable method of transportation determined by Seller in its sole discretion.

9. Customer shall promptly submit all claims for shortages in writing to Seller once Customer receives the Products; otherwise such claims shall be waived. Quantities are subject to normal manufacturer allowances. In the case of wire and cable, such allowances are plus 10% and minus 5%. The purchase price for Products will equal the unit price multiplied by the quantity shipped.

10. Seller is a reseller of Products only, and as such does not provide any warranty for the Products it supplies hereunder. Notwithstanding the foregoing, Seller hereby transfers and assigns any and all transferable warranties made to Seller by the manufacturer of the Products and any intellectual property indemnity from the manufacturer of such Products to Customer. Customer will inspect the Products upon delivery and will, within ten business days of delivery, notify Seller in writing of any defect in the Products so that Seller may place the Product manufacturers on notice of the same, otherwise such Products will be considered accepted. Customer's sole and exclusive remedy for any alleged defect, failure, inadequacy, or breach of any warranty related to Products shall be limited to those warranties and remedies provided by the manufacturers of those Products all of which are hereby assigned by the Seller to Customer. This warranty does not cover wear and tear and shall be ineffective and shall not apply to products that have been subjected to misuse or abuse, neglect, accident, damage, or improper installation, or maintenance, including, but not limited to, the usage of the Product not in accordance with the manufacturers specifications or instructions.

11. Customer further acknowledges and agrees that although Seller may provide Customer with suggestions or advice regarding Product or installation recommendations, such suggestions or advice shall not be deemed to be a recommendation, endorsement or guarantee. Customer acknowledges that in that the event it follows such suggestions or advice, it does so at its own risk, and, except as provided herein, Seller shall have no liability for any claims, damages, liabilities and losses relating to such suggestions or advice.

12. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF, AND SELLER DISCLAIMS AND CUSTOMER WAIVES, ALL OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND OF ANY OTHER TYPE, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW (STATUTORY OR OTHERWISE). IF DISCLAIMER OF WARRANTY STATEMENTS ARE DISALLOWED IN THE GOVERNING JURISDICTION STATED IN SECTION 18 BELOW, SUCH EXPRESS OR IMPLIED WARRANTIES SHALL BE LIMITED IN DURATION TO THE WARRANTY PERIOD (OR THE MINIMUM PERIOD REQUIRED BY THE APPLICABLE LAW).

13. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING; PROVIDED, HOWEVER, THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO DAMAGES ARISING FROM (A) PERSONAL INJURY (INCLUDING DEATH) OR TANGIBLE PROPERTY DAMAGE ARISING FROM A PARTY'S NEGLIGENCE; (B) A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD; (C) A PARTY'S VIOLATION OF ANY APPLICABLE LAW OR REGULATION; (D) A PARTY'S BREACH OF ANY CONFIDENTIALITY OBLIGATIONS ARISING UNDER THIS AGREEMENT; OR (E) A PARTY'S ACTUAL INFRINGEMENT OF US INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. IN ADDITION, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, NEITHER PARTY'S LIABILITY ON ANY CLAIMS FOR DAMAGES OR CHARGES ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT OR THE MANUFACTURE, SALE, DELIVERY OR USE OF THE PRODUCTS SHALL EXCEED THE PURCHASE PRICE OF THE PRODUCTS GIVING RISE TO THE CLAIM.

14. Seller shall not be liable for any failure to perform its obligations under the Agreement resulting directly or indirectly from, or contributed to or by acts of God, acts of Customer, acts of terrorism, civil or military authority, fires, strikes or other labor disputes, accidents, floods, war, riot, inability to secure material or transportation facilities, dissolution of the applicable manufacturer's business, acts or omissions of carriers, or any other circumstances beyond Seller's reasonable control.

15. To the extent permitted under applicable law, if Customer furnishes specifications to Seller for use in the manufacture of the Products, Customer will indemnify and hold Seller harmless against any claim of intellectual property infringement which arises out of Seller's compliance with the specifications.

16. Each party shall comply with all applicable laws, statutes, rules and regulations, including but not limited to, all applicable export and import, anti-bribery and corruption, environmental protection, and health and safety laws. To the extent permitted under applicable law, each Party will indemnify and hold the other Party harmless for any damages arising from its violation of any such laws, statutes, rules, and regulations.

17. Neither Party will disclose or make available to any third party the disclosing party's data or other confidential, non-public or proprietary information regarding without the disclosing party's prior written consent. In addition, Customer shall comply with Seller's business privacy policy found at www.anixter.com/bpdataprivacy.

18. This Agreement is governed, interpreted, and construed according to the substantive laws of the State of Illinois, U.S.A. without regard to principles of conflicts of law thereof and shall not be governed by the U.N. Convention on the International Sale of Goods. If any dispute or controversy shall arise with respect to this Agreement, such dispute or controversy will be settled in the state or federal courts located in Chicago, Illinois, in which case the parties hereby consent to the exclusive jurisdiction and venue of such courts, and agree that they shall not contest or challenge the jurisdiction or venue of such courts.

19. No amendments, modifications, waivers, rescission, or termination of this Agreement can be made through the parties' course of dealings and no such change can be made except in a single writing signed by the parties hereto. Failure by Seller to exercise any right or remedy under the Agreement will not be deemed a waiver of such right or remedy unless in writing signed by Seller, nor shall any waiver be implied from the acceptance of any payment. No waiver by Seller of any right shall extend to or affect any other right, nor shall a waiver by Seller of any breach extend to any subsequent similar or dissimilar breach. The Agreement shall be for the benefit of the parties and not for the benefit of any other person. Customer may not assign this Agreement without the express written approval of Seller. Any cause of action that Seller has against Customer may be assigned without Customer's consent to Anixter Inc. or to any affiliate, parent or subsidiary of Anixter Inc. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to

such jurisdiction, be limited or eliminated to the minimum extent required by that jurisdiction, and the remaining provisions of the Agreement will remain in full force and effect.

If Customer is to be granted credit accommodations under a credit application (the "Application") in connection with this Agreement, the following additional terms and conditions shall apply:

20. Upon approval of this Application, Seller, in their sole discretion, and notwithstanding any request of Customer, will assign Customer a maximum credit line, and shall have the right to increase, decrease, or terminate Customer's credit privileges or to require guarantees, security or payment under this Application at any time without prior notice to Customer, except as otherwise provided by law.

21. Payment of the purchase price for goods and/or services sold by Seller to Customer shall be in the amounts set forth on each invoice, and Customer agrees to pay all charges in accordance with the amounts established in said invoices. The entire outstanding balance due to Seller on all Invoices shall become due in full immediately upon default in the payment of any invoice.

22. If this Application is not approved in full or if any other adverse action is taken with respect to Customer's credit with Seller, Customer has the right to request within 60 days of Seller's notification of such adverse action, a statement of specific reasons for such action, which statement will be provided within 30 days of said request. The federal Equal Credit Opportunity Act prohibits creditors from discrimination against credit Customers on the basis of race, color, religion, national origin, sex, marital status, or age (provided that Customer has the capacity to enter into a binding contract), because all or part of Customer's income derives from any public assistance programs, or because Customer has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning the creditor is the Federal Trade Commission, Washington, D.C.

23. Customer shall immediately notify Seller of any agreement to sell or otherwise transfer ownership or possession of more than 20% of the assets or business of Customer, or to sell more than 20% of the capital stock or other ownership interest of Customer.

24. Customer certifies that it is solvent and that it will advise Seller immediately if it becomes insolvent. Customer agrees to send Seller written notice of any changes in the form of ownership of Customer's business within five days of such changes. Customer agrees to neither order nor accept goods from Seller while Customer is insolvent within the meaning of Section 1-201(23) of the Uniform Commercial Code. Every order placed, or delivery accepted, while Customer is insolvent shall constitute a written misrepresentation of solvency to Seller within the meaning of Section 2-702(2) of the Uniform Commercial Code.

25. This Agreement is effective and applicable to any purchases made by Customer from the Seller pursuant to any credit established hereunder, regardless whether the amount or terms of credit provided by Seller to Customer is altered pursuant to the terms hereof.

Effective as of May 16, 2016
Version: US05162016



CONTRACT PRICING WORKSHEET
For Catalog & Price Sheet Type Purchases

Contract
No.:

EF04-19

Date
Prepared:

11.b
9/23/2019

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	Columbia Police Department	Contractor:	COBAN Technologies, Inc
Contact Person:	Frieda M. Bates	Prepared By:	Donna Gross/Tyler Hall
Phone:	803-737-4216	Phone:	281-925-0488
Fax:	803-737-4228	Fax:	281-925-0535
Email:	fbates@columbiasc.gov	Email:	pmo@cobantech.com

Catalog / Price Sheet Name:	Published Options
General Description of Product:	Digital Video Recording Solution

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
54	EF0430B-02 COBAN Edge In-Car SYSTEM with SD/HD - SYSED-06-D	5156	278424
54	MZZ-01 MOUNTING (2020 Chevy Tahoe)	100	5400
54	WLIC-01 COBAN DVMS SOLUTION (Software License with First Year Technical Support)	150	8100
54	FOCUS-02-00 FOCUS X1 VEHICLE INTEGRATION DOCK	475	25650
54	LFEE-050 SHIPPING - In-Car Equipment	50	2700
54	LFEE-050 SHIPPING - Vehicle DOCK for Body Worn Camera	15	810
			0
			0
			0
			0
			0
			0
Total From Other Sheets, If Any:			
Subtotal A:			321084

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary

(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
54	SCOPT-97 OPT-DRA to GWD	0	0
			0
			0
			0
Total From Other Sheets, If Any:			
Subtotal B:			0

Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is:

0%

C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

TAX 8%	25686.72
Subtotal C:	25686.72

Delivery Date: ARO 45 Days

D. Total Purchase Price (A+B+C)

SOLD-TO PARTY 10674143

CITY OF COLUMBIA PUBLIC SAFETY
1401 MAIN ST FL 10TH
COLUMBIA SC 29201-5806

SHIP-TO PARTY

CITY OF COLUMBIA PUBLIC SAFETY
1401 MAIN ST FL 10TH
COLUMBIA SC 29201-5806

We deliver according to the following terms:

Payment Terms : Net 30 days
Ship Via : Insight Assigned Carrier/Ground
Terms of Delivery : FOB destination
Currency : USD

In order for Insight to accept Purchase Orders against this contract and honor the prices on this quote, your agency must be registered with OMNIA Partners Public Sector (formerly U.S. Communities).
Our sales teams would be happy to assist you with your registration. Please contact them for assistance -- the registration process takes less than five minutes.

Quotation	
Quotation Number	: 221542768
Document Date	: 12-SEP-2019
PO Number	:
PO Release	:
Sales Rep	: Ricardo Pryor
Email	: RICARDO.PRYOR@INSIGHT.COM
Telephone	: 4804096992
Sales Rep 2	: Ron Holloway
Email	: RON.HOLLOWAY@INSIGHT.COM
Telephone	: 5015054596

Material	Material Description	Quantity	Unit Price	Extended Price
1910IER-3USB-N	Honeywell Granit 1910i - Extended Range (ER) - barcode scanner OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644)	54	461.42	24,916.68
CBL-500-300-C00	Honeywell STK Cable - USB cable - 10 ft OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644)	54	16.28	879.12
Product Subtotal				25,795.80
TAX				2,063.66
Total				27,859.46

Thank you for considering Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Ricardo Pryor
4804096992
RICARDO.PRYOR@INSIGHT.COM
Fax 4807607266

Ron Holloway
5015054596
RON.HOLLOWAY@INSIGHT.COM

OMNIA Partners (formerly U.S. Communities) IT Products, Services and Solutions Contract No. 4400006644

Insight Public Sector (IPS) is proud to be a contract holder for the OMNIA Partners Technology Products, Services & Solutions Contract.

This competitively solicited contract is available to participating agencies of OMNIA Partners. OMNIA Partners assists local and state government agencies, school districts (K-12), higher education, and nonprofits in reducing the cost of purchased goods by pooling the purchasing power of public agencies nationwide. This is an optional use program with no minimum volume requirements and no cost to agencies to participate.

Regarding tariff impacts on IPS contract quotes, Insight is communicating with the contracting officials on the contracts held by Insight to minimize the impact of tariffs to our clients.

Thanks for choosing Insight!

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

The U.S. government has imposed tariffs on technology-related goods. Many of Insight's OEM and distribution partners have notified Insight that these tariffs will result in frequent and significant price increases. Some of our major partners have already provided Insight with cost increases, in some instances multiple times per day, while other providers are still assessing their situations. Due to the situation it is possible this quote may be subject to cost changes for Insight which will necessitate changes to the quoted pricing, or withdrawal of the quote.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by both your company and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at: http://www.insight.com/en_US/help/terms-of-sale-products-ips.html

SOLD-TO PARTY 10674143

CITY OF COLUMBIA PUBLIC SAFETY
1401 MAIN ST FL 10TH
COLUMBIA SC 29201-5806

SHIP-TO PARTY

CITY OF COLUMBIA IT
1136 WASHINGTON ST FL 2ND
COLUMBIA SC 29201-3215

We deliver according to the following terms:

Payment Terms : Net 30 days
Ship Via : Insight Assigned Carrier/Ground
Terms of Delivery : FOB destination
Currency : USD

In order for Insight to accept Purchase Orders against this contract and honor the prices on this quote, your agency must be registered with OMNIA Partners Public Sector (formerly U.S. Communities).
Our sales teams would be happy to assist you with your registration. Please contact them for assistance -- the registration process takes less than five minutes.

Quotation

Quotation Number : 221532940
Document Date : 10-SEP-2019
PO Number :
PO Release :
Sales Rep : Ricardo Pryor
Email : RICARDO.PRYOR@INSIGHT.COM
Telephone : 4804096992
Sales Rep 2 : Ron Holloway
Email : RON.HOLLOWAY@INSIGHT.COM
Telephone : 5015054596

Material	Material Description	Quantity	Unit Price	Extended Price
R50210218-GR	HID OMNIKEY 5021 CL - SMART card reader - USB 2.0 OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644)	54	53.37	2,881.98
PJ722	Brother PocketJet PJ-722 - printer - monochrome - direct thermal OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644)	54	253.85	13,707.90
LB3603	Brother USB cable - 10 ft OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644)	54	10.22	551.88
LB3691	Brother - car power adapter OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644)	54	21.14	1,141.56
LB3834	Brother - power adapter OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644)	54	41.00	2,214.00
VPPM-BPJ	Partition Mount for Brother PocketJet OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644)	54	145.00	7,830.00
Product Subtotal				28,327.32
TAX				2,266.19
Total				30,593.51

Thank you for considering Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Ricardo Pryor
4804096992
RICARDO.PRYOR@INSIGHT.COM
Fax 4807607266

Ron Holloway
5015054596
RON.HOLLOWAY@INSIGHT.COM

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Thanks for choosing Insight!

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

The U.S. government has imposed tariffs on technology-related goods. Many of Insight's OEM and distribution partners have notified Insight that these tariffs will result in frequent and significant price increases. Some of our major partners have already provided Insight with cost increases, in some instances multiple times per day, while other providers are still assessing their situations. Due to the situation it is possible this quote may be subject to cost changes for Insight which will necessitate changes to the quoted pricing, or withdrawal of the quote.

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http://www.insight.com/en_US/help/terms-of-sale-products-ips.html



QUOTE ORDER INFORMATION
As of 9/23/19

GS quote	PO/Quote#	Pricing
638217	WQ92397600	Federal Govt SPA(FG)

Bill-to

CITY OF COLUMBIA
ACCOUNTING DIVISION PO BOX 147
COLUMBIA, SC 29217

Terms

GSA - .25% 15 NET 30(GSD2)

Ship-to

INFORMATION
TECHNOLOGY
1136 WASHINGTON
STREET
2ND FLOOR, SUITE
202/204
COLUMBIA, SC 29201

Quote Description

GS-35F-0143R/DUNS # 112375758/ GSD2 = 0.25% 15 Net 30

SKU SYNNEXP/ N	Mfg. P/N	Description	MSRP/List Price	Availabilit y	GSA Price	Qt y	Ext. Price
5543446	VG4BMDKABDB X	GETAC : V110G4 TAA GUSA, Intel Core i7-7500U Processor, 11.6inch (Without Webcam), Microsoft Windows 10 Pro x64 with 16GB RAM + TAA, 256GB SSD, Sunlight Readable LCD + Touch Screen + Hard Tip stylus, US KBD + US Power cord, Membrane Backlit KBD, 3 Year B2B Warranty	\$4,046.00	Vendor Drop Ship	\$2,899.00 pending	54	\$156,546.00
4166448	GE-SVTBNFX5Y	GETAC : Bumper-to- Bumper + Extended Warranty - Tablet (Year 1, 2, 3, 4 & 5)	\$599.00	Vendor Drop Ship	\$539.00	54	\$29,106.00
4430754	GAD2L1	GETAC : LIND 12-32V DC vehicle adapter/charger with Bare Wires	\$149.99	Vendor Drop Ship	\$139.00 Open market	54	\$7,506.00
5094917	GDVNHL	GETAC : V110 Havis Vehicle Dock & Replication with screen stiffener (Black) (DC power adaptor sold separately)	\$959.32	Vendor Drop Ship	\$599.00 Open market	54	\$32,346.00
		TAX			\$18,040.32		\$18,040.32

Fuel Surcharge: \$0.00

TOTAL: \$243,544.32**Pricing Information**

All prices are displayed in USD.

The above is not intended to be an offer, and the parties do not intend for the above terms to be a binding agreement among the parties with respect to the subject matter hereof.

Product, available inventory, additional fees and pricing data are updated frequently and may change without notice.

Pricing is not finalized until the date payment for the entire order amount has been received.

**Love Villamor**

Sales Support Coordinator I, GovSolv Public Sector
SYNNEX®

Direct: 864-373-7507

Toll-free: 800-456-4822 | ext. 497507

Email: lovev@synnex.com

39 Pelham Ridge Drive, Greenville, SC 29615



Proposal


MOTOROLA

TO: City of Columbia
Police Department

ATTN: Maj Hines

Motorola Solutions
Wayne Lynch
447 Wilson Hall Road
Sumter, South Carolina 29150
803-469-4506
803-469-9446 Fax

Quantity	Model Number	Description or Specification	UNIT Price	Extended Price
54	M25URS9PW1 N	APX6500-35 watts mobile incl:IV&D, GPS	\$1,755.36	\$94,789.44
54	Q806	Digital Operation	\$370.80	\$20,023.20
54	G51	Smartzone Operation	\$864.00	\$46,656.00
54	Q361	P25 Software	\$216.00	\$11,664.00
54	G72	APX O3 Control head	\$681.12	\$36,780.48
54	G444	Control Head software		
54	G67	Remote Mount	\$213.84	\$11,547.36
54	G174	3db gain low profile antenna	\$30.96	\$1,671.84
54	G90	No Microphone		
54	B18	add 7.5 watt auxillary speaker	\$43.20	\$2,332.80
54	QA01749	ASK software key		
54	G851	AES,DES,DES-XL,DES-OFB encryption	\$575.28	\$31,065.12
54	W969	Add Multi Key	\$237.60	\$12,830.40
54	G78	3 Year Essential service	\$168.00	\$9,072.00

		Equipment	\$278,432.64
Terms: net 30 days		Taxes @ 8%	\$22,274.61
Shipment FOB Origin		Installation	
Delivery 4 weeks		Other	
Date 4-Oct-19		TOTAL	\$300,707.25
State Contract # 4400021163			
B&Q # 19009			



We Are Columbia

MEETING DATE: October 15, 2019

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve Construction Change Order #1 for Project WM4388; Water Main Relocation at Murray Lindler Road and Old Lexington Highway, as requested by Columbia Water. Award to Carolina Tap & Bore, Inc. in the amount of \$50,132.00. This firm is located in West Columbia, SC.

REQUISITION NO.: R183375

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: 552999-WM438801-658650. The original awarded amount is \$271,238.00, which includes contingency. The original budget amount for this Change Order is \$50,132.00.

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

This is a Mentor Protégé Program project. Carolina Tap & Bore, Inc. of West Columbia, SC is the Mentor and will provide office and field guidance, purchase materials, and make payment applications at 67.0% (\$215,222.98) of the total contract value. Northeast Backflow of Lugoff, SC is the Protégé and will provide materials at 33.0% (\$106,147.02) of the total contract value.

Additional funding is respectfully requested in the amount of \$50,132.00 to fulfill the balance of the subject construction change order.

The original awarded amount is \$271,238.00 which included contingency. With approval of this Construction Change Order increase, the revised awarded amount will be \$321,370.00.

Proposed Change and Basis for Payment:

Original Contract Price:	\$246,580.00
Change Order Amount	\$74,790.00

Contingency	\$24,658.00
Change Order minus Contingency	\$50,132.00

ATTACHMENTS:

- **#b:** Murray Lindler Old Lexington IPA Change Order 1 (PDF)

OBO MPP Change Order/Amendment Implementation Plan Addendum

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

Original Project Contract Amount: \$246,580.00 Original Protégé Amount: \$100,000.00

MPP Project #/Name: Murray Lindler and Old Lexington Change Order #: 01 (Ex: 01, 02)

Change Order/Amendment Amount: \$74,790.00

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

An additional 3,000 feet of Existing 6" Water Main needs to be abandoned to support the original Project, and includes capping, flowable fill, and water service renew along the route of the proposed abandonment. Also a new 6" Inserta Valve was required to be installed to isolate the Existing 6" Water Main to allow for abandonment.

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

1. ☐ No Cost (Please sign and return form if no cost)
2. ☐ Time Extension
3. ☒ Funding Increase – (Please continue on to questions 3 A & B below)

A. Will protégé be performing any work within this change order? ☒ Yes ☐ No (If no, skip to B)

- Amount of Change Order/Amendment to be received by the protégé: \$ \$6,147.02
- Please indicate the services the protégé will be providing for this change order/amendment (in box below):

The Protégé has the capacity to complete only a portion for the Change Order that included renewing existing water services along the route of the additional Existing 6" Water Main abandonment.

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

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

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

EXECUTED by CAROLINA TAP & BORE INC. (Mentor Firm) this 2ND day of October 2019

By: [Signature] Title: PRESIDENT

EXECUTED by NORTH EAST BALXFLAW (Protégé Firm) this 2ND day of October 2019

By: [Signature] Title: V. P.

OBO Statement for the change order/amendment:

This change order increases the total amount for the project received by the Mayor to \$106,147.02, or 3% of total project without contingency.

RECOMMENDED FOR APPROVAL: EXECUTED by the Office of Business of Opportunities, Compliance Division on this 7TH day of October, 2019.

By: [Signature] Title: Director, Office of Business Opportunities

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



We Are Columbia

MEETING DATE: October 15, 2019

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to ratify an Emergency Procurement for repairs to Wilmont Avenue as a result of a 20" watermain break, as requested by Columbia Water. Awarded to North American Pipeline Management, Inc in the amount of \$75,588.04. This vendor is located in Marietta, GA.

REQUISITION NO.: R198990

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Engineering Water Sys Improv - Special Projects (5516220- 638500). The original budget amount is \$80,775.00.

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

Sec. 2-204.-Item (6) 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: Emergency procurements.

Requisition	Funding Source	Vendor	Brief Description & Justification	Amount
R198990	5516220-638500	North American Pipeline Management Inc.	Roadway repair of a 10" water main break at 3600 Wilmot Ave.	\$75,588.04

ATTACHMENTS:

- **#a:** P180104 (PDF)

JUSTIFICATION FOR

Requisition# _____ EMERGENCY PROCUREMENT

Based upon the following determination, the proposed procurement action described below is being procured pursuant to the authority of Section 1.17 of the City of Columbia Procurement Regulation and the 1976 South Carolina Code of Laws.

This governmental body proposes to procure...

Contractual services for the repair of the asphalt within Wilmot Avenue. There was a 10" water main break within the roadway on July 14 which caused damage to the roadway, making it impassable. Columbia Water contacted three contractors for quotes on the roadway repair. Only one contractor submitted a bid for the project. (1)

as an emergency procurement from North American Pipeline Management, Inc for a cost of \$80,775.00 funded from Budget Code 551 6220 638500. This total includes the bid amount of \$67,312.00 as well as a 20% contingency. (2)

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

Failure to move quickly with required repairs will further jeopardize public safety and increase the possibility of additional damage to the roadway. North American Pipeline Management was able to respond immediately and was the only contractor to bid for the project. (3)

7/17/19

Amount \$80,775.00

Date

Guido Follins
Signature of Department Head

7/17/19
Date

Michael Wright
Signature of Purchasing Agent

7/17/19
Date

Salomonso
Signature of Finance Director

7/23/19
Date

[Signature]
Signature of Asst. City Manager

8/27/19
Date

[Signature]
Signature of City Manager

8/29/19
Date

*Form must be routed in
the order of the signatures*

Notes: (1) Enter description of goods or services to be procured.
(2) Enter name of emergency contractor.
(3) Enter the determination and basis for emergency procurement.

Rev 05/1-1/18

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

Application #: 1
 Application Date: 7/30/2019

Project: 3600 WILMOT AVE ROAD REPAIR DUE TO WATER MAIN BREAK
 Project #: WM4511
 PO #: 0

6785000

A Item #	B Work Description	C Contract Quantity	D Unit	E Unit Price	F Quantity Completed		H Total Quantity	I Scheduled Amount	J Completed Work		L Total Amount Minus Retainage This Period	M Stored Materials (Not In J or K)	N Total Completed and Stored (J + K + M)	O Percent Complete (N / I)	P Balance To Completion (I - N)	Q Retainage This Period (K*0%)	R Retainage Total (J+K*0%)
					Quantity Previous Periods	Quantity This Period			Amount Previous Periods	Amount This Period							
1	Mobilization	1	LS	\$17,545.00	0	1.00	1.00	\$17,545.00	\$0.00	\$17,545.00	\$17,545.00		\$17,545.00	100.00%	\$0.00	\$0.00	\$0.00
2	Saw cut and remove asphalt pavement - to be paid by Tickets provided to Inspector	23	TN	\$168.00	0	18.40	18.40	\$3,864.00	\$0.00	\$3,091.20	\$3,091.20		\$3,091.20	80.00%	\$772.80	\$0.00	\$0.00
3	Remove disturbed subgrade around replaced Water Main as directed by City (to be paid by Tickets provided to Inspector)	21	TN	\$168.00	0	21.00	21.00	\$3,528.00	\$0.00	\$3,528.00	\$3,528.00		\$3,528.00	100.00%	\$0.00	\$0.00	\$0.00
4	Select backfill - to be paid by Tickets provided to Inspector	21	TN	\$136.00	0	-	-	\$2,856.00	\$0.00	\$0.00	\$0.00		\$0.00	0.00%	\$2,856.00	\$0.00	\$0.00
5	Flowable Fill - to be paid by Tickets provided to Inspector	100	CY	\$155.00	0	60.00	60.00	\$15,500.00	\$0.00	\$9,300.00	\$9,300.00		\$9,300.00	60.00%	\$6,200.00	\$0.00	\$0.00
6	2" of Intermediate B and 1 3/4" of Surface C asphalt pavement per SCDOT - to be paid by Tickets provided to Inspector	23	TN	\$493.00	0	23.00	23.00	\$11,339.00	\$0.00	\$11,339.00	\$11,339.00		\$11,339.00	100.00%	\$0.00	\$0.00	\$0.00
7	Traffic control	1	LS	\$12,680.00	0.0	1.00	1.00	\$12,680.00	\$0.00	\$12,680.00	\$12,680.00		\$12,680.00	100.00%	\$0.00	\$0.00	\$0.00
Original Sub Total								\$67,312.00	\$0.00	\$57,483.20	\$57,483.20		\$57,483.20	85.40%	\$9,828.80	\$0.00	\$0.00
Adds																	
3	Remove disturbed subgrade around replaced Water Main as directed by City (to be paid by Tickets provided to Inspector)	62.81	TN	\$168.00		58.00	58.00	\$10,552.08	\$0.00	\$9,744.00	\$9,744.00		\$9,744.00	92.34%	\$808.08	\$0.00	\$0.00
6	2" of Intermediate B and 1 3/4" of Surface C asphalt pavement per SCDOT - to be paid by Tickets provided to Inspector	15.32	TN	\$493.00		-	-	\$7,552.76	\$0.00	\$0.00	\$0.00		\$0.00	0.00%	\$7,552.76	\$0.00	\$0.00
Adds SubTotal								\$18,104.84	\$0.00	\$9,744.00	\$9,744.00		\$9,744.00	53.82%	\$8,360.84	\$0.00	\$0.00
Deducts																	
2	Saw cut and remove asphalt pavement - to be paid by Tickets provided to Inspector	-4.6	TN	\$168.00		-	-	(\$772.80)	\$0.00	\$0.00	\$0.00		\$0.00	0.00%	-\$772.80	\$0.00	\$0.00
4	Select backfill - to be paid by Tickets provided to Inspector	-21	TN	\$136.00		-	-	(\$2,856.00)	\$0.00	\$0.00	\$0.00		\$0.00	0.00%	-\$2,856.00	\$0.00	\$0.00
5	Flowable Fill - to be paid by Tickets provided to Inspector	-40	CY	\$155.00		-	-	(\$6,200.00)	\$0.00	\$0.00	\$0.00		\$0.00	0.00%	-\$6,200.00	\$0.00	\$0.00
Deducts SubTotal								(\$9,828.80)	\$0.00	\$0.00	\$0.00		\$0.00	0.00%	-\$9,828.80	\$0.00	\$0.00
Project Total								\$75,588.04	\$0.00	\$67,227.20	\$67,227.20		\$67,227.20	88.94%	\$8,360.84	\$0.00	\$0.00

Removed Asphalt

<u>Date</u>	<u>Supplier</u>	<u>Material</u>	<u>Ticket #</u>	<u>Ticket Qty</u>	<u>Unit</u>
7/25/2019	CAT Scale	Asphalt Loaded	63210626	43440	Lbs
7/25/2019	CAT Scale	Asphalt Empty	63210627	-27900	Lbs
7/25/2019	CAT Scale	Asphalt Loaded	63210621	49280	Lbs
7/25/2019	CAT Scale	Asphalt Empty	63210624	-28020	Lbs
				36800	Lbs
				18.4	Tons

Removed Dirt

<u>Date</u>	<u>Supplier</u>	<u>Material</u>	<u>Ticket #</u>	<u>Ticket Qty</u>	<u>Unit</u>
7/25/2019	CAT Scale	Dirt Loaded	63210641	69720	Lbs
7/25/2019	CAT Scale	Dirt Empty	63210644	-27840	Lbs
7/25/2019	CAT Scale	Dirt Loaded	63210658	62760	Lbs
7/25/2019	CAT Scale	Dirt Empty	63210660	-27760	Lbs
7/25/2019	CAT Scale	Dirt Loaded	63210632	62580	Lbs
7/25/2019	CAT Scale	Dirt Empty	63210634	-27960	Lbs
7/25/2019	CAT Scale	Dirt Loaded	63210649	62320	Lbs
7/25/2019	CAT Scale	Dirt Empty	63210650	-27920	Lbs
7/25/2019	CAT Scale	Dirt Loaded	63210666	49560	Lbs
7/25/2019	CAT Scale	Dirt Empty	63210656	-27840	Lbs
				167620	Lbs
				83.81	Tons

Flowable Fill

7/25/2019	Capital Concrete	Flow Fill	357336	12	CY
7/25/2019	Capital Concrete	Flow Fill	357337	12	CY
7/25/2019	Capital Concrete	Flow Fill	248125	12	CY
7/25/2019	Capital Concrete	Flow Fill	248126	12	CY
7/25/2019	Capital Concrete	Flow Fill	248128	12	CY
				60	Total CY

Asphalt

7/29/2019	Sloan Construction	Asphalt	234380	18.9	Ton
7/29/2019	Sloan Construction	Asphalt	234382	19.42	Ton
					Ton
					Ton
				38.32	Total Tons

BID FORM
BID XX-XX-X-XXX
PROJECT NAME: 3600 WILMOT AVE ROAD REPAIR DUE TO WATER MAIN BREAK
CIP # WM4511

Item No.	Description	Qty.	Unit	Unit Price	Amount
1	Mobilization	1	LS	\$ 17,545.00	\$ 17,545.00
2	Saw cut and remove asphalt pavement - to be paid by Tickets provided to Inspector	23	TN	\$ 168.00	\$ 3,864.00
3	Remove disturbed subgrade around replaced Water Main as directed by City (to be paid by Tickets provided to Inspector)	21	TN	\$ 168.00	\$ 3,528.00
4	Select backfill - to be paid by Tickets provided to Inspector	21	TN	\$ 136.00	\$ 2,856.00
5	Flowable Fill - to be paid by Tickets provided to Inspector	100	CY	\$ 155.00	\$ 15,500.00
6	2" of Intermediate B and 1 3/4" of Surface C asphalt pavement per SCDOT - to be paid by Tickets provided to Inspector)	23	TN	\$ 493.00	\$ 11,339.00
7	Traffic control	1	LS	\$ 12,680.00	\$ 12,680.00
SUBMIT THE ELECTRONIC COPY TO erica.glover@columbiasc.gov bennie.gable@columbiasc.gov				TOTAL BID AMOUNT	\$ 67,312.00
				REV 1	
				Item 5 quantity changed from	
				1840 CY TO 100 CY	



We Are Columbia

MEETING DATE: October 15, 2019

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to approve a Contract Amendment for Project SS7437; Miscellaneous Lift Station Improvements and Backup Power Additions, as requested by Columbia Water. Award to Michael Baker International in the amount of \$135,713.00. This firm is located in Columbia, SC.

REQUISITION NO.: R194381

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: 5529999-SS738419-658650. The original budgeted amount for this Amendment is \$135,713.00.

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: Yes

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

PURPOSE:

This a Clean Water 2020 Program Project and a Mentor Protégé Program Project. Michael Baker International is the Mentor and will provide supervision of the Protégé, review of the project reports generated by the Protégé, and follow up as needed at 63.7% (\$285,476.00) of the total contract value. Case Consulting, Inc., a Minority Business Enterprise, of West Columbia, SC is the Protégé and will provide construction reporting and administration services at 20% (\$89,552.00) of the contract value.

The following sub-consultants will provide additional services:

Howard Engineering, Inc., of Marietta, SC will provide electrical engineering design services at 11% (\$50,500.00) of the contract value.

Steadman Associates, Inc., of Columbia, SC will provide site and topographic surveying at 4.9% (\$22,200.00) of contract value.

The above referenced agreement is to compensate Michael Baker International for the addition of four new pump station sites (East Bluff, Galaxy, Hillcreek #1, and Hillcreek #2 Lift Stations) for equipment and station evaluation as well as the addition of standby generators. With

approval of this Amendment #1, the revised contract price will be \$447,728.00.

Michael Baker International will provided the following services:

TASK 100 Evaluation and Design Phase Administration
 TASK 200 Preliminary Planning, Investigation, Engineering and Alternatives Analysis
 TASK 300 Survey and Utility Mapping
 TASK 500 Final Design
 TASK 600 Permits and Property
 TASK 700 Advertise and Bid Period Services
 TASK 800 General Administration of Construction Contract
 TASK 1000 Project Closeout

Proposed Change and Basis for Payment:

Original Contract Price	\$312,015.00
Amendment 1 THIS CHANGE / INCREASE	\$135,713.00
Revised Contract Price	\$447,728.00

Additional funding is respectfully requested in the amount of \$135,713.00 as compensation for the above services. The Office of the City Attorney has reviewed the Amendment and the ACM for Columbia Water and the Director of Utility Operations recommend its approval.

ATTACHMENTS:

- **#a:** CA#1 SS7437 MBI (PDF)
- **#b:** MPP Plan CA#1 SS7437 MBI (PDF)

CONTRACT AMENDMENT #1

Miscellaneous Left Station Improvements and Backup Power Addition Project

CIP #SS7437

Michael Baker, International

August 28, 2019

Description of Change: Request change in Agreement for additional Engineering Services between the City of Columbia (City) and Michael Baker International (Consultant) dated December 20, 2018 (Agreement) to increase the Agreement to increase this contract as described in Exhibit A.

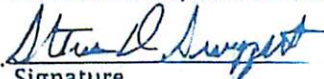
All other provisions of the Agreement, except as herein modified or changed, remain in full force and effect.

Proposed Change and Basis for Payment:

Original Contract Price:	\$312,015.00
Current Contract Total:	\$312,015.00
This Change Amendment #1 (Increase):	\$135,713.00
Revised Contract Amount:	\$447,728.00

This Change is Acceptable:

Michael Baker, International


Signature

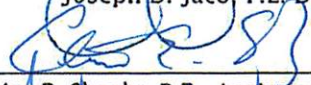
STEVEN D SWIGERT
(Please Print Name)

Date: 8/30/19

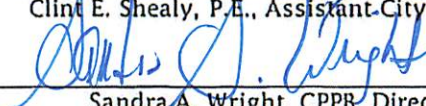
City of Columbia:

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

9.10.19
Date

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

9/12/19
Date

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

9/30/19
Date

Approve of Change: _____
Teresa Wilson, City Manager

Date

APPROVED AS TO FORM

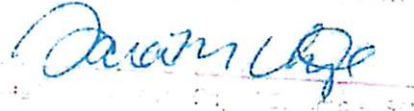

Teresa Wilson, City Manager

Exhibit A

Michael Baker
INTERNATIONAL

We Make a Difference

COST CHANGE AMENDMENT #1

Mr. John Riggs, PE
Wastewater Engineer
City of Columbia
Utilities and Engineering
1136 Washington Street
Columbia, South Carolina 29201

Subject: **PROJECT NAME: MISCELLANEOUS LIFT STATION IMPROVEMENTS AND
BACKUP POWER ADDITION PROJECT
CIP NUMBER: SS7437**

Dear Mr. Riggs,

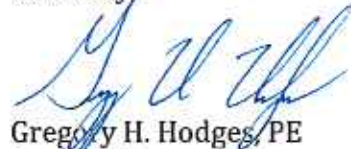
Under a previously executed City of Columbia contract for SS7437, Michael Baker International was commissioned to provide engineering services for the evaluation and rehabilitation for eight lift stations, providing miscellaneous equipment and backup power.

The purpose of this amendment is to add engineering services for the installation of generators and appurtenances at four additional lift stations (East Bluff, Galaxy, Hillcreek #1 and Hillcreek #2 Lift Stations).

Noted on the attached amendment detail pages are the Scope addition/deletion, Compensation, and Schedule adjustments necessary for this change.

Michael Baker International appreciates the opportunity to provide this modification to the City of Columbia for the Miscellaneous Lift Station Improvements and Backup Power Addition project. If you should have any questions please feel free to contact me.

Sincerely,



Gregory H. Hodges, PE
Project Manager

cc: Mary Hinson, PE, Clean Water 2020 Project Manager

MTAKERINTL.COM

700 Huger Street | Columbia, SC 29201
Office: 803-254-2211 | Fax: 803-779-8749

COST CHANGE AMENDMENT DETAILS

**PROJECT NAME: MISCELLANEOUS LIFT STATION IMPROVEMENTS AND BACKUP
 POWER ADDITION PROJECT
 CIP NUMBER: SS7437
 Contract Amendment #1**

I. SCOPE ADDITION/DELETION

Amendment 1 addresses the addition of 4 new pump station sites (East Bluff, Galaxy, Hillcreek #1 and Hillcreek #2 Lift Stations) for equipment and station evaluation as well as the addition of standby generators. The original scope of work and deliverables for all tasks remain unchanged. This Contract Amendment increases the quantity of pump stations by 50% from 8 to 12.

In the time since this project was bid in 2017, we have added key staff members to assist with this project. This Contract Amendment adds three additional personnel rates to the Appendix VII – Labor Rates for the project; namely, CAD Technician, Senior CAD Technician, and Assistant Construction Manager. The updated Labor Rate sheet is attached.

Task 100 – Evaluation and Design Phase Administration

This task will include additional effort hours to manage the additional pump station sites (project administration, monthly progress meetings, invoicing and schedule updates, quarterly mentor-protégé meetings etc.).

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

This task will include a revision to the Preliminary Engineering Report (PER) for the 4 additional sites. Expected effort for Task 200 for the four new lift station sites is limited to evaluation of only the lift station site. This does not include evaluation of the tributary area or projection of existing and potential flows as described in the original scope Task 210. Evaluation will include inspection of the following:

1. Wet well for condition and presence of lining
2. Valving and piping for corrosion
3. Presence of an RPZ backflow preventer

Task 300 - Survey and Utility Mapping

The project scope will be modified to include coordination and survey of the 4 new sites.

Task 400 - Geotechnical Investigation

Not applicable.

Task 500 - Final Design

The current project scope will increase for the effort hours to create construction drawings for the 4 additional sites. Expected effort for Task 500 for the four new lift station sites is limited to the following, if determined necessary by the Task 200 investigation:

1. Generator, automatic transfer switch, and panel modifications
2. Wet well lining
3. Valve and pipe replacement
4. Backflow preventer installation
5. Electrical panel canopy installation
6. Miscellaneous simple site provisions (i.e., 2" water service, bypass check valves, etc)

Task 600 - Permits and Property

The current project scope will increase for the effort hours to create and obtain land disturbance permits for the 4 additional sites.

Task 700 - Advertise and Bid Period Services

The current project scope will increase for the effort hours to create bid documents and respond to bidder RFI's for the 4 additional sites, as well as additional conformed contract documents. The 4 additional lift station sites will be included in the original bid package with the original 8 sites.

Task 800 - General Administration of Construction Contract

The current project scope will increase for the effort hours to administer the construction contracts for the 4 additional sites, including increased number of weekly site visits due to the extended contract duration.

Task 1000 - Project Closeout

The current project scope will increase for the effort hours to create record drawings and O&M manuals for the 4 additional sites.

II. COMPENSATION

The following changes to the current SS7437 contract are requested in this amendment:

- Task 100 - "Miscellaneous Services" increase dollar amount by \$17,656 (from \$37,668 to \$55,324).
- Task 200 - "Preliminary Planning, Investigation, Engineering and Alternative Analysis" increase dollar amount by \$10,659 (from \$41,900 to \$52,559).
- Task 300 - "Survey and Utility Mapping" increase dollar amount by \$9,052 (from \$18,188 to \$27,240).
- Task 500 - "Final Design" increase dollar amount by \$49,782 (from \$105,939 to \$155,721).
- Task 600 - "Permits and Property" increase dollar amount by \$1,502 (from \$4,471 to \$5,973).
- Task 700 - "Advertise and Bid Period Services" increase dollar amount by \$2,388 (from \$8,907 to \$11,295).
- Task 800 - "Construction Administration" increase dollar amount by \$43,109 (from \$83,951 to \$127,060).
- Task 1000 - "Project Closeout" increase dollar amount by \$1,565 (from \$10,991 to \$12,556).

The new contract values based on the above recommended changes are presented below:

Task Number	Task Title	Original Contract	Previous Amendments	Current Amendment	New Contract Value
Task 100	Evaluation and Design Phase Administration	\$37,668	\$0	\$17,656	\$55,324
Task 200	Preliminary Planning, Investigation, Engineering and Alternative Analysis	\$41,900	\$0	\$10,659	\$52,559
Task 300	Survey and Utility Mapping	\$18,188	\$0	\$9,052	\$27,240
Task 500	Final Design	\$105,939	\$0	\$49,782	\$155,721
Task 600	Permits and Property	\$4,471	\$0	\$1,502	\$5,973
Task 700	Bidding and Award	\$8,907	\$0	\$2,388	\$11,295
Task 800	Construction Administration	\$83,951	\$0	\$43,109	\$127,060
Task 1000	Project Closeout	\$10,991	\$0	\$1,565	\$12,556
Total Fee		\$312,015	\$0	\$135,713	\$447,728

III. SCHEDULE

Based on the addition of 4 new pump station project sites, the original contract schedule will be impacted in the following ways:

- updates to the PER to include the 4 new sites
- creation of additional construction drawing sets
- creation and submission of additional land disturbance and encroachment permits
- additional construction time
- additional record drawings and O&M manuals

A revised schedule including these new pump station sites is included with this submittal. In summary, the project completion date will be extended approximately 161 calendar days from the current contract schedule dated April 28, 2019, for an anticipated project closeout on or about July 20, 2021.

IV. SUBCONSULTANT FIRM INFORMATION

The original contract included Case Consulting (Case) as a Protégé Firm and Howard Engineering and Steadman & Associates as sub-consultant Firms, for a Protégé percentage of 20.0% and total combined Protégé/Sub-consultant fee of 31.8%. The updated Protégé and sub-consultant percentages and amounts are listed in the table below for the original contract and each contract amendment, as well as the updated total. The Protégé participation will remain at 20.0%. This amendment will increase the total combined Protégé/Sub-consultant fee from the original contract from 31.8% to 36.3%

	Total Contract Amount	Case Consulting Amount (Protégé)	% of Contract Amount	Howard Engineering Amount (Sub-cons.)	% of Contract Amount	Steadman & Associates Amount (Sub-cons.)	% of Contract Amount
Original Contract	\$312,015	\$62,408	20.0%	\$24,000	7.7%	\$12,800	4.1%
CA#1	\$135,713	\$27,144	20.0%	\$26,500	19.5%	\$9,400	6.9%
New Total Contract Amount	\$447,728	\$89,552	20.0%	\$50,500	11.3%	\$22,200	5.0%

APPENDIX VII- LABOR RATES

Firm Name: Michael Baker International, Inc.

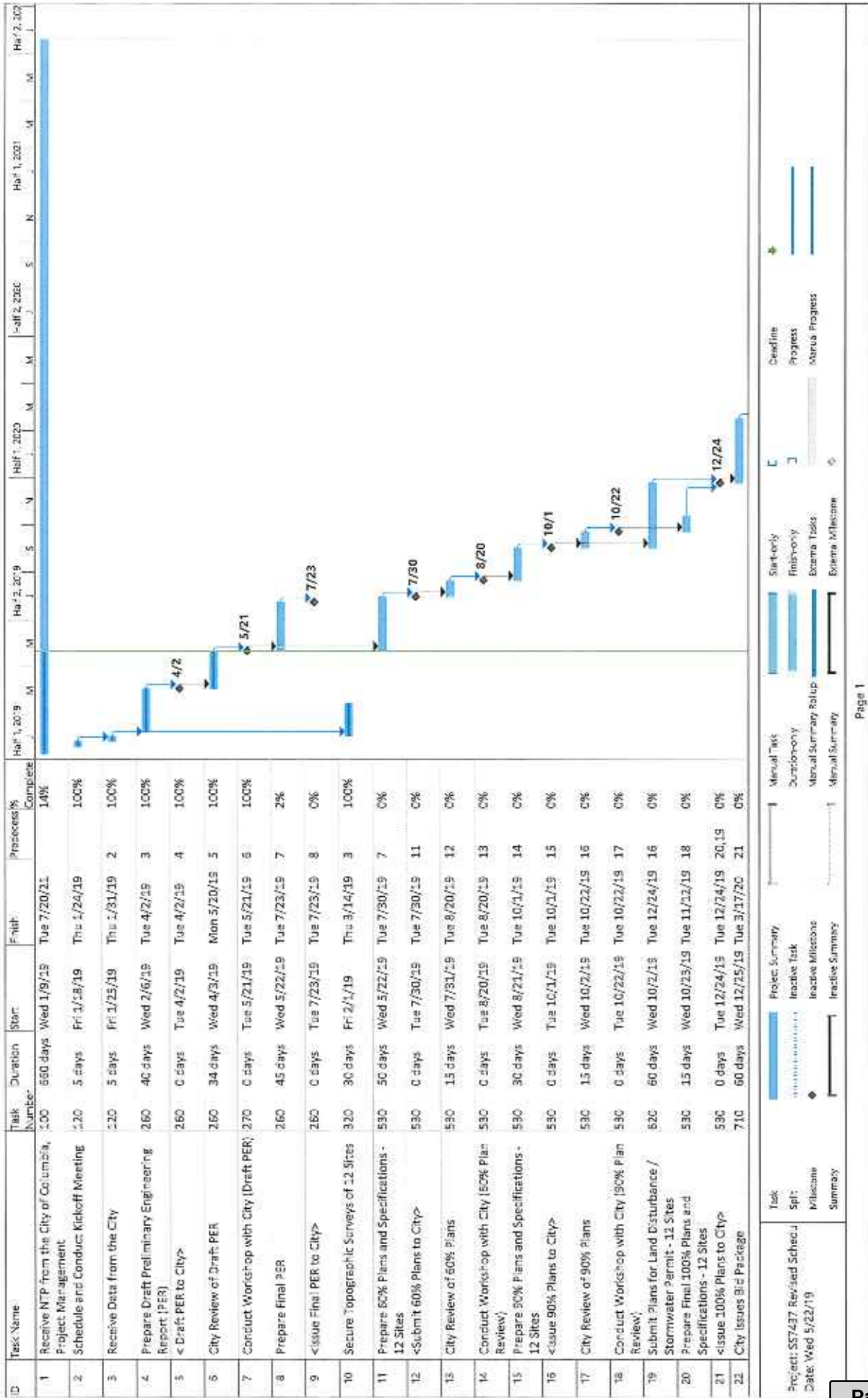
HOURLY RATES

Please provide Hourly Rate Sheets for all personnel assigned to the Project and for all categories of personnel expected to be assigned to the project.

Principal	<u>\$245.00</u> / hour
Project Manager	<u>\$168.34</u> / hour
Staff Engineer	<u>\$132.11</u> / hour
CAD Technician	<u>\$100.00</u> / hour
Additional: <u>QA Manager</u>	<u>\$245.00</u> / hour
Additional: <u>Sr. Engineer</u>	<u>\$165.66</u> / hour

Please provide a brief description of each category including years of experience, certification, etc. You are welcomed to add additional categories if not already listed.

<u>Construction Manager:</u>	\$170.82
<u>Planner:</u>	\$137.59
<u>Environmental Specialist:</u>	\$126.00
<u>Sr. Environmental Specialist:</u>	\$165.26
<u>Sr. CADD Tech:</u>	\$130.00
<u>Assistant Construction Manager:</u>	\$90.00



ID	Task Name	Task Number	Duration	Start	Finish	Predecessor % Complete	Half 1, 2019	Half 2, 2019	Half 1, 2020	Half 2, 2020	Half 1, 2021	Half 2, 2021
23	Bid Advertisement	710	15 days	Wed 3/18/20	Tue 4/7/20	22						
24	Bid Opening	710	5 days	Wed 4/8/20	Tue 4/14/20	23						
25	Contractor Selection, Council Approval, and NTP	720	40 days	Wed 4/15/20	Tue 6/9/20	24						
26	<Bid Award>	720	0 days	Tue 6/9/20	Tue 6/9/20	25						
27	Conform Contract Documents, Issue for Construction	730	20 days	Wed 4/15/20	Tue 5/12/20	24						
28	Construction - 12 Sites	800	280 days	Wed 5/10/20	Tue 5/8/21	25						
29	Substantial Completion, Final Inspections, Punch List	840	15 days	Wed 5/9/21	Tue 5/29/21	28						
30	Record Drawings - 12 Sites	1010	15 days	Wed 5/30/21	Tue 7/20/21	29						
31	O&M Submittals to City	1030	8 days	Wed 6/30/21	Fri 7/9/21	29						
32	<Contract Closeout and Turnover to City>	1050	0 days	Tue 7/20/21	Tue 7/20/21	29,30,31						

Task	Project Summary	Manual Task	Start-only	Headline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Report	External Task	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone	

Memorandum

To: Kent Davis

From: John Riggs

Date: August 9, 2019

Subject: SS7437 Contract Amendment #1 Justification

Michael Baker International (MBI) is contracted for the design of the SS7437 Miscellaneous Lift Station Improvements. During the design phase, four additional lift stations have been identified as needing the addition of backup power (generators) and improvements due to an aging system. Since MBI is already working on the miscellaneous lift station project, which includes the installation of new generators, they are best suited to complete the work at the additional lift stations, and as such, it makes sense to amend the current contract.

SS7437 Contract Amendment #1 includes the following:

1. Revisions to the Preliminary Engineering Report (PER): This task involves updates to PER for the four additional sites, including but not limited to evaluation of the wet well, valving, piping, flow meter addition and presence of a backflow preventer. Additional surveying of the sites will be needed.
2. Update of Opinion of Probable Construction Cost and Schedule: This task involves updating the construction cost estimate and project schedule to include the additional lift stations.
3. Update of Required Permits: This task involves extending/renewing and modifying existing permits as needed to cover the Phase 2 portion of the work.
4. Revisions to the Plans and Specifications for Bid: This task involves updating the plans and specifications to include the additional lift stations.
5. Additional Engineering Services During Construction and Project Closeout: This task involves providing additional engineering services during construction and project closeout for the additional lift station sites.

Based on the justification outlined above, MBI should be awarded this contract amendment to complete the work as described in Contract Amendment #1.



CITY OF COLUMBIA

Department of Utilities and Engineering
Compliance Division

P.O. Box 147 | Columbia, South Carolina 29217

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

MENTOR PROTÉGÉ PROGRAM Implementation Plan

Date: 6/13/19 Project Number: SS7437
Mentor: Michael Baker International, Inc. Project Name: Misc. Lift Station Improvemen
Protégé: CASE Consulting, Inc. Duration of the Project: 24 months
Project Contract Amount: \$447,728.00 Protégé Amount: \$89,552.00

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

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

We have been working with CASE Consulting since the inception of the Mentor-Protégé Program. The role of CASE Consulting, Inc. is to provide assistance to Michael Baker International, Inc. with the construction administration of this project throughout its duration. This entails attending the scheduled project meetings, monitoring of document controls for the design team, field observation reporting on an as directed basis.

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.

We will include CASE Consulting in the pre-design stage of the project to give them insight into the proposal and cost estimating aspects of a project. CASE will continue to work with us on the construction administration stage of the project.

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.

We will review the status of the reports derived from the field observations and construction site meetings monthly with the protégé. Any issues are addressed at those meetings.



CITY OF COLUMBIA

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

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

Mentor:

Gregory Hodges, PM for the project; Angle Logan, Mentor Protege Project Administrator.

Protégé:

Calvin Wise - Construction Administration.

Subcontractors:

Howard Engineering, Inc.
Steadman Associates, Inc.

Special Arrangements:

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

a. Description of Mentor's responsibilities:

Supervision of the protege, review of the project reports generated by the protege, and follow up as needed. Provide overview of the cost estimating and pre-design contracting with the protege.

b. Description of Protégé's responsibilities on project:

Site meetings, Documentation, Logs, Field Report Filing.

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

Final Construction Field Reports, and Site Meeting Reports, as well as Monthly Progress Reports and review of contractor's schedule.

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

During the construction phase which is estimated to be 10 months.



CITY OF COLUMBIA

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Compliance Division**
P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-4130

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

By review of those requirements each month with the review of the reports derived from site meetings and field observations.

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

Complete construction and close out of the project by the end of Contractor's contractual schedule.

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

Weekly site meetings, monthly field reports.

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

Paid when paid by client.



CITY OF COLUMBIA

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

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
Howard Engineering, Inc.	803-836-0440	P.O. Box 237, Marietta, SC 29661	Greg Hodges	50,500.	WBE	11%
Steadman Assoc.	803-799-4500	P.O. Box 61031, Cola., SC 29661	Greg Hodges	22,200	WBE	5%

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: \$89,552.00
Percentage of Contract: 20% (Minimum of 20% of total contract amount is required)



CITY OF COLUMBIA

Department of Utilities and Engineering
Compliance Division
P.O. Box 142 | Columbia, South Carolina 29212
Phone: 803-545-3019 Fax: 803-545-4130

MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

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

EXECUTED by Michael Baker Int. (Mentor Firm) this 17 day of July, 2019
Corporate SEAL.

By: John V. Walsh, PE
Title: Vice-President

John V. Walsh



ATTEST:

By: Angela Logan

Title: Assistant Corporate Secretary

Angela Logan

EXECUTED by CASli Consulting, Inc. (Protégé Firm) this 17 day of July, 2019
Corporate SEAL.

By: Calvin A. Wise
Title: PRESIDENT

Calvin A. Wise

ATTEST:

By: Alicia N. Gibbs
Title: Notary



RECOMMENDED FOR APPROVAL:

EXECUTED by the Department of Utilities & Engineering, Compliance Division on this 26 day of July, 2019.

By: Juliet M. Kelly
Title: Compliance Administrator



CITY OF COLUMBIA - APPROVED PROJECT

We Are Columbia

THIS SECTION TO BE COMPLETED BY DEPARTMENT TO ADD OR ADJUST A PROJECT					
DEPARTMENT NAME	Engineering	DIVISION NAME	Wastewater Maintenance	DATE	5/31/2019
PROJECT NAME	Miscellaneous Lift station Improvements & Backup Power Addition Project			NEW PROJECT?	No
PROJECT ID		SS743701	PROJECT TYPE	Capital	
MANAGER NAME	John Riggs				

THIS SECTION TO BE COMPLETED BY DEPARTMENT		
REVENUE BUDGET CONTROL - identifies source of funding		
AMOUNT	FUNDING SOURCE	DESCRIPTION OF FUNDING SOURCE
\$ 135,713.00	SS738419	Pumping Station Upgrades not yet Defined
\$ 135,713.00		

EXPENDITURE BUDGET CONTROL - creates capital project line item budget							
BUDGET YEAR	OBJECT CODE	FUND	DIVISION	PROJECT	CURRENT BUDGET	REVISED BUDGET	INCREASE (DECREASE)
18/19	658650	552	9999	SS743701	\$ 312,015.00	\$ 447,728.00	\$ 135,713.00
			9999			\$ -	
			9999			\$ -	
TOTALS:					\$ 312,015.00		\$ 135,713.00

EXPLANATION SS743701 - Miscellaneous Lift station Improvements & Backup Power Addition Project CA#1.

AUTHORIZED SIGNATURES:	
DEPARTMENT MANAGER <i>John Riggs</i>	ASST CITY MANAGER <i>Chad E. S. 2</i> 6/10/19
DIVISION MANAGER <i>Andrew Robinson</i>	CITY MANAGER <i>Thomas Wilson</i> 6/13/2019



We Make a Difference

COST CHANGE AMENDMENT #1

Mr. John Riggs, PE
Wastewater Engineer
City of Columbia
Utilities and Engineering
1136 Washington Street
Columbia, South Carolina 29201

Subject: **PROJECT NAME: MISCELLANEOUS LIFT STATION IMPROVEMENTS AND
BACKUP POWER ADDITION PROJECT
CIP NUMBER: SS7437**

Dear Mr. Riggs,

Under a previously executed City of Columbia contract for SS7437, Michael Baker International was commissioned to provide engineering services for the evaluation and rehabilitation for eight lift stations, providing miscellaneous equipment and backup power.

The purpose of this amendment is to add engineering services for the installation of generators and appurtenances at four additional lift stations (East Bluff, Galaxy, Hillcreek #1 and Hillcreek #2 Lift Stations).

Noted on the attached amendment detail pages are the Scope addition/deletion, Compensation, and Schedule adjustments necessary for this change.

Michael Baker International appreciates the opportunity to provide this modification to the City of Columbia for the Miscellaneous Lift Station Improvements and Backup Power Addition project. If you should have any questions please feel free to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Greg Hodges".

Gregory H. Hodges, PE
Project Manager

cc: Mary Hinson, PE, Clean Water 2020 Project Manager

MBAKERINTL.COM

700 Huger Street | Columbia, SC 29201
Office: 803-254-2211 | Fax: 803-779-8749

COST CHANGE AMENDMENT DETAILS

**PROJECT NAME: MISCELLANEOUS LIFT STATION IMPROVEMENTS AND BACKUP
POWER ADDITION PROJECT**
CIP NUMBER: SS7437
Contract Amendment #1

I. SCOPE ADDITION/DELETION

Amendment 1 addresses the addition of 4 new pump station sites (East Bluff, Galaxy, Hillcreek #1 and Hillcreek #2 Lift Stations) for equipment and station evaluation as well as the addition of standby generators. The original scope of work and deliverables for all tasks remain unchanged. This Contract Amendment increases the quantity of pump stations by 50% from 8 to 12.

In the time since this project was bid in 2017, we have added key staff members to assist with this project. This Contract Amendment adds three additional personnel rates to the Appendix VII – Labor Rates for the project; namely, CAD Technician, Senior CAD Technician, and Assistant Construction Manager. The updated Labor Rate sheet is attached.

Task 100 – Evaluation and Design Phase Administration

This task will include additional effort hours to manage the additional pump station sites (project administration, monthly progress meetings, invoicing and schedule updates, quarterly mentor-protégé meetings etc.).

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

This task will include a revision to the Preliminary Engineering Report (PER) for the 4 additional sites. Expected effort for Task 200 for the four new lift station sites is limited to evaluation of only the lift station site. This does not include evaluation of the tributary area or projection of existing and potential flows as described in the original scope Task 210. Evaluation will include inspection of the following:

1. Wet well for condition and presence of lining
2. Valving and piping for corrosion
3. Presence of an RPZ backflow preventer

Task 300 - Survey and Utility Mapping

The project scope will be modified to include coordination and survey of the 4 new sites.

Task 400 - Geotechnical Investigation

Not applicable.

Task 500 - Final Design

The current project scope will increase for the effort hours to create construction drawings for the 4 additional sites. Expected effort for Task 500 for the four new lift station sites is limited to the following, if determined necessary by the Task 200 investigation:

1. Generator, automatic transfer switch, and panel modifications
2. Wet well lining
3. Valve and pipe replacement
4. Backflow preventer installation
5. Electrical panel canopy installation
6. Miscellaneous simple site provisions (i.e., 2" water service, bypass check valves, etc)

Task 600 - Permits and Property

The current project scope will increase for the effort hours to create and obtain land disturbance permits for the 4 additional sites.

Task 700 - Advertise and Bid Period Services

The current project scope will increase for the effort hours to create bid documents and respond to bidder RFI's for the 4 additional sites, as well as additional conformed contract documents. The 4 additional lift station sites will be included in the original bid package with the original 8 sites.

Task 800 - General Administration of Construction Contract

The current project scope will increase for the effort hours to administer the construction contracts for the 4 additional sites, including increased number of weekly site visits due to the extended contract duration.

Task 1000 - Project Closeout

The current project scope will increase for the effort hours to create record drawings and O&M manuals for the 4 additional sites.

II. COMPENSATION

The following changes to the current SS7437 contract are requested in this amendment:

SS7437-Miscellaneous Lift Station Improvements and Backup Power Addition Project

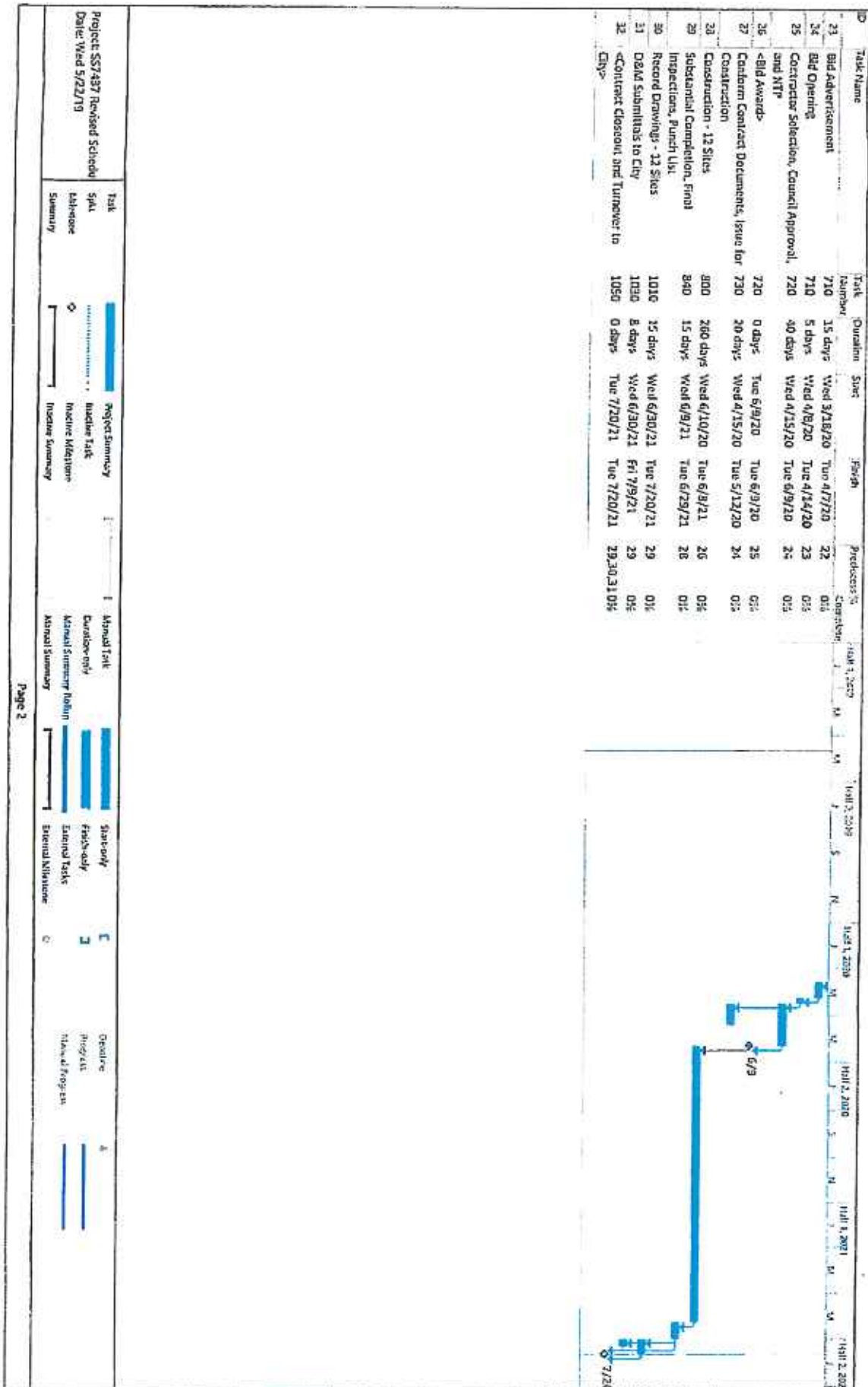
2

- Task 100 - "Miscellaneous Services" increase dollar amount by \$17,656 (from \$37,668 to \$55,324).
- Task 200 - "Preliminary Planning, Investigation, Engineering and Alternative Analysis" increase dollar amount by \$10,659 (from \$41,900 to \$52,559).
- Task 300 - "Survey and Utility Mapping" increase dollar amount by \$9,052 (from \$18,188 to \$27,240).
- Task 500 - "Final Design" increase dollar amount by \$49,782 (from \$105,939 to \$155,721).
- Task 600 - "Permits and Property" increase dollar amount by \$1,502 (from \$4,471 to \$5,973).
- Task 700 - "Advertise and Bid Period Services" increase dollar amount by \$2,388 (from \$8,907 to \$11,295).
- Task 800 - "Construction Administration" increase dollar amount by \$43,109 (from \$83,951 to \$127,060).
- Task 1000 - "Project Closeout" increase dollar amount by \$1,565 (from \$10,991 to \$12,556).

The new contract values based on the above recommended changes are presented below:

Task Number	Task Title	Original Contract	Previous Amendments	Current Amendment	New Contract Value
Task 100	Evaluation and Design Phase Administration	\$37,668	\$0	\$17,656	\$55,324
Task 200	Preliminary Planning, Investigation, Engineering and Alternative Analysis	\$41,900	\$0	\$10,659	\$52,559
Task 300	Survey and Utility Mapping	\$18,188	\$0	\$9,052	\$27,240
Task 500	Final Design	\$105,939	\$0	\$49,782	\$155,721
Task 600	Permits and Property	\$4,471	\$0	\$1,502	\$5,973
Task 700	Bidding and Award	\$8,907	\$0	\$2,388	\$11,295
Task 800	Construction Administration	\$83,951	\$0	\$43,109	\$127,060
Task 1000	Project Closeout	\$10,991	\$0	\$1,565	\$12,556
Total Fee		\$312,015	\$0	\$135,713	\$447,728





Jones, Tiffany J

From: Carter, Clint A. <carterca@cdmsmith.com>
Sent: Tuesday, June 11, 2019 11:14 AM
To: Jones, Tiffany J; Daise, Celestine
Cc: Riggs, John T; Carter, Robin E; Bolling, Andrea R; Smith, Tammy M; Hinson, Mary E.; Kelso, Jameson
Subject: FW: [EXTERNAL] FW: SS7437 Misc Lift Station Improvements - Amendment funds
Attachments: SS7437 Cost Change Amendment #1.pdf; SS743701 05-31-19 CIP Budget Form.xlsx

Please see attached project grant form and backup. Thanks!

Clint A. Carter
 Program Controls Manager, Clean Water 2020 Program
 CDM Smith
 1441 Main Street, 10th Floor, Columbia, SC 29201
 803.758.4609
carterca@cdmsmith.com
cdmsmith.com



From: Riggs, John T <John.Riggs@columbiasc.gov>
Sent: Tuesday, June 11, 2019 11:13 AM
To: Carter, Clint A. <carterca@cdmsmith.com>
Cc: Hinson, Mary E. <hinsonme@cdmsmith.com>
Subject: RE: [EXTERNAL] FW: SS7437 Misc Lift Station Improvements - Amendment funds

Yes.

Thank you.



John T. Riggs, P.E.
Wastewater Project Manager

Columbia Water
 Department of Engineering

PO Box 147 | Columbia, SC 29217
John.Riggs@ColumbiaSC.gov

Cell: (803) 528-4238

ColumbiaSCWater.Net
ColumbiaSC.Net



From: Carter, Clint A. [<mailto:carterca@cdmsmith.com>]
 Sent: Tuesday, June 11, 2019 10:11 AM
 To: Riggs, John T
 Cc: Hinson, Mary E.
 Subject: [EXTERNAL] FW: SS7437 Misc Lift Station Improvements - Amendment funds
 Importance: High

CAUTION: This email originated outside of the organization. Do not click links or open attachments from unknown senders or suspicious emails. Never enter a username or password on a site that you did not knowingly access.

John,

I prepared this project grant form on 5/31/19, but never sent it over to Tiffany / Celeste. Is it okay to send in to fund from SS738419? Thanks!

Clint A. Carter
 Program Controls Manager, Clean Water 2020 Program
 CDM Smith
 1441 Main Street, 10th Floor, Columbia, SC 29201
 803.758.4609
carterca@cdmsmith.com
cdmsmith.com



From: Hinson, Mary E. <hinsonme@cdmsmith.com>
 Sent: Friday, May 31, 2019 9:18 AM
 To: 'John Riggs' <John.Riggs@columbiasc.gov>
 Cc: Carter, Clint A. <carterca@cdmsmith.com>
 Subject: SS7437 Misc Lift Station Improvements - Amendment funds

John,

Good morning. As discussed yesterday, the amendment for SS7437 Misc Lift station Improvements and Backup Power Addition Project will require an additional \$135,713 (see attached amendment). Clint and Jamie recommend that the funds be taken from SS738419 Pumping Station Upgrades Not Yet Defined. Do you agree with this budget request and the funding source to be used?

If you have any questions, please let me know. Thanks and have a great day.

v/r,
Mary E. Hinson, PE
CDM Smith
1441 Main Street, Suite 1000, Columbia, SC 29201
803.251.2041
cdmsmith.com



City of Columbia E-Mail Address Change Notice:

The City of Columbia will be updating our e-mail address format and moving from columbiase.net to columbiase.gov. Please make note and update contact information accordingly.



CITY OF COLUMBIA

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

MENTOR PROTÉGÉ PROGRAM Implementation Plan

Date: 6/13/19 Project Number: SS7437
Mentor: Michael Baker International, Inc. Project Name: Misc. Lift Station Improvemen
Protégé: CASE Consulting, Inc. Duration of the Project: 24 months
Project Contract Amount: \$447,728.00 Protégé Amount: \$89,552.00

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

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

We have been working with CASE Consulting since the inception of the Mentor-Protégé Program. The role of CASE Consulting, Inc. is to provide assistance to Michael Baker International, Inc. with the construction administration of this project throughout its duration. This entails attending the scheduled project meetings, monitoring of document controls for the design team, field observation reporting on an as directed basis.

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.

We will include CASE Consulting in the pre-design stage of the project to give them insight into the proposal and cost estimating aspects of a project. CASE will continue to work with us on the construction administration stage of the project.

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.

We will review the status of the reports derived from the field observations and construction site meetings monthly with the protégé. Any issues are addressed at those meetings.



CITY OF COLUMBIA

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

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

Mentor:

Gregory Hodges, PM for the project; Angle Logan, Mentor Protege Project Administrator.

Protégé:

Calvin Wise - Construction Administration.

Subcontractors:

Howard Engineering, Inc.
Steadman Associates, Inc.

Special Arrangements:

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

a. Description of Mentor's responsibilities:

Supervision of the protege, review of the project reports generated by the protege, and follow up as needed. Provide overview of the cost estimating and pre-design contracting with the protege.

b. Description of Protégé's responsibilities on project:

Site meetings, Documentation, Logs, Field Report Filing.

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

Final Construction Field Reports, and Site Meeting Reports, as well as Monthly Progress Reports and review of contractor's schedule.

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

During the construction phase which is estimated to be 10 months.



CITY OF COLUMBIA

**Department of Utilities and Engineering
Compliance Division**
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Phone: 803-545-3049 Fax: 803-545-4130

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

By review of those requirements each month with the review of the reports derived from site meetings and field observations.

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

Complete construction and close out of the project by the end of Contractor's contractual schedule.

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

Weekly site meetings, monthly field reports.

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

Paid when paid by client.



CITY OF COLUMBIA

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

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
Howard Engineering, Inc.	803-836-0440	P.O. Box 237, Marietta, SC 29661	Greg Hodges	50,500.	WBE	11%
Steadman Assoc.	803-799-4500	P.O. Box 61031, Cola., SC 29661	Greg Hodges	22,200	WBE	5%

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: \$89,552.00
Percentage of Contract: 20% (Minimum of 20% of total contract amount is required)



CITY OF COLUMBIA

Department of Utilities and Engineering
Compliance Division
P.O. Box 142 | Columbia, South Carolina 29212
Phone: 803-545-3019 Fax: 803-545-4130

MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

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

EXECUTED by Michael Baker Int. (Mentor Firm) this 17 day of July, 2019
Corporate SEAL.

By: John V. Walsh, PE
Title: Vice-President

John V. Walsh



ATTEST:

By: Angela Logan

Title: Assistant Corporate Secretary

Angela Logan

EXECUTED by CASli Consulting, Inc. (Protégé Firm) this 17 day of July, 2019
Corporate SEAL.

By: Calvin A. Wise
Title: PRESIDENT

Calvin A. Wise

ATTEST:

By: Alicia N. Gibbs

Title: Notary

Alicia N. Gibbs



RECOMMENDED FOR APPROVAL:

EXECUTED by the Department of Utilities & Engineering, Compliance Division on this 26 day of July, 2019.

By: Juliet M. Kelly

Title: Compliance Administrator

Juliet M. Kelly



We Are Columbia

MEETING DATE: October 15, 2019

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to approve a Construction Change Order #1 for Project WM4411/SD8407; Wallace Street Storm Drainage Rehabilitation, as requested by Columbia Water. Award to LAD Corporation in the amount of \$201,950.80. This firm is located in Swansea, SC.

REQUISITION NO.: R182782

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: 554999-SD840701-658650 and 5529999-WM441101-658650. The original awarded amount is \$6,659,599.28, which includes contingency. The original budget amount for this Change Order is \$201,950.80.

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: No

FOCUS AREAS: Economic Prosperity - Endless Possibilities

PURPOSE:

This is a Mentor Protégé Program project. LAD Corporation of Swansea, SC is the Mentor and will provide stormwater and water line work, flowable fill, and remove/replace asphalt at 75.2% (\$5,162,055.08) of the total contract value. Lexington Earthworks of Gaston, SC is the Protégé and will provide stormwater, water line work, and remove/replace asphalt at 18.5% (\$1,268,495.00) of the total contract value.

The following sub-consultants will provide additional services:

Ferguson Waterworks, a Local Business Enterprise of Elgin, SC will provide waterline material services at 1.6% (\$111,000.00) of the contract value.

Gossett Concrete Pipe of Greenville, SC will provide concrete storm pipe services at 4.7% (\$320,000.00) of the contract value.

Additional funding is respectfully requested in the amount of \$201,950.80 to fulfill the balance of the subject construction change order.

The original awarded amount is \$6,659,559.28 which includes contingency. With approval of this Construction Change Order increase, the revised awarded amount will be \$6,861,550.08.

Proposed Change and Basis for Payment:

Original Contract Price:	\$6,342,475.50
Contingency	\$317,123.78
Change Order Amount	\$519,074.58
Change Order minus Contingency	\$201,950.80

For this change order, the Protégé was contacted to provide additional services; but, did not have the capacity to complete the additional work necessary. Therefore, the Mentor will be completing 100% of the work under this change order.



We Are Columbia

MEETING DATE: October 15, 2019

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve a Two (2) Month Contract Extension for Magnesium Hydroxide for the Wastewater Treatment Plant, as requested by Columbia Water. Award to Premier Magnesia, LLC in the amount of \$220,000.00. This firm is located in Conshohocken, PA.

REQUISITION NO.: R198425

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Utilities Metro Wastewater Plt - Chemicals (5516208-624800). The original budget amount is \$230,000.00.

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

Council is asked to approve a two (2) month extension letter from October 1, 2019 - November 30, 2019 for the purchase of Magnesium Hydroxide from BID013-15-16.

Magnesium Hydroxide for the Waste Water Treatment Plant					
Chemical	Plant	Vendor	Location	Requisition/PO & Reference Bid	Amount
Magnesium Hydroxide	WWTP	Premier Magnesia, LLC.	Conshohocken, PA	R198425/ BID013-15-16	\$220,000.00
				TOTAL	\$220,000.00

ATTACHMENTS:

- **#a:** Contract Extension (PDF)
- **#b:** Change Order 1 (PDF)



September 9, 2019

Peter Ahl, Vice-President
Premier Magnesia
300 Barr Harbor Drive, Suite 250
W. Conshohocken, PA 19428

RE: Contract Extension, BID013-15-16-Magnesium Hydroxide for the Wastewater Treatment Plant

To Mr. Ahl,

The current awarded period on the above referenced contract expires on September 30, 2019. At this time, the City would like to extend this contract for two (2) months to terminate November 30, 2019, or until a Sole Source Procurement is awarded, whichever occurs first but not to exceed the November 30, 2019 termination date, at the price of \$2.49 per gallon of Magnesium Hydroxide.

Any contract entered into by the City resulting from this renewal request shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support the continuation of performance in any fiscal period.

This extension is subject to the approval by the City Manager, City Council for the City of Columbia and/or their authorized designee. If awarded, the maximum amount allowed for the renewal period shall not exceed the total amount approved and listed on the subsequent Purchase Order without prior approval from the City's Department of Procurement & Contracts.

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 the period stated above with all terms and conditions to remain the same during this extension.

Also, please sign in blue ink, scan and email a copy of this signed letter back to our office no later than 5:00 PM on Monday, September 13, 2019. In addition, please mail the original signed version of this letter back to me while retaining a copy for your files.

Department of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201
Phone: 803-545-3470 Fax: 803-733-8408

I look forward to receiving your prompt response.

La'Toyia T. Davis
La'Toyia T. Davis, Buyer

I agree to extend the current contract (BID 013-15-16) for two (2) additional months from October 1, 2019 to November 30, 2019, or until a Sole Source Procurement is awarded, whichever occurs first but not to exceed the November 30, 2019 termination date. All other terms and conditions as outlined in BID 013-15-16 are applicable, fully enforceable and will remain unchanged.

☒ Yes ☐ No

[Signature] 9/18/19 *J. Peter AHL* VP/6001
Signature/ Date Printed Name of Signer/ Title

Comments: SEE ABOVE INSERTED LANGUAGE
UNDERLINED AND INITIALED

[Signature] 9/19/19
Sandra A. Wright Date
Purchasing Agent Signature

Teresa B. Wilson
City Manager Signature

Date

APPROVED AS TO FORM

[Signature]
Legal Department City of Columbia, SC

Department of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201
Phone: 803-545-3470 Fax: 803-733-8408



We Are Columbia

MEETING DATE: October 15, 2019

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to approve an increase to the Indefinite Delivery Contract for Fiscal Year 2019/2020 for Project SS7304; Wastewater Collection System Manhole Survey, as requested by Columbia Water. Award to Hydrostructures, P.A. in an amount not to exceed \$569,600.00. This firm has headquarters in Pittsboro, NC and a local office in Cayce, SC.

REQUISITION NO.: R199290

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: 5516221-SS730401-638305. The original budget amount for this increase is \$569,600.00.

CLEAN WATER 2020?: Yes

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

The following sub-consultants will provide additional services:

DESA, Inc., a Minority Business Enterprise of Columbia, SC will provide support manhole inspection tasks at 5% (\$28,480.00) of the original contract value.

Construction Support Services, a Minority Business Enterprise of Columbia, SC will provide survey field work at 10% (\$60,000.00) of the original contract value.

The above referenced Task Order is to compensate Hydrostructures, P.A. for the Wastewater Collection System Manhole Survey IDC Contract. The contract price for this Task Order is \$569,600.00.

Proposed Change and Basis for Payment:

Task Order for Fiscal Year 2019/2020:	\$0.00
Current Fiscal Year Total:	\$0.00
This Change (New Task Order):	\$569,600.00
Revised Fiscal Year Price:	\$569,600.00

Hydrostructures, P.A. will provide the following Services:

ITEM	QUANTITY	UNIT	UNIT COST	EXTENDED PRICE
Previously Surveyed Manholes	2,340	Each	\$90.00	\$210,600.00
Un-Surveyed Manholes	3,000	Each	\$93.00	\$279,000.00
CCTV to Locate Manholes	400	Each	\$200.00	\$80,000.00
			TOTAL	\$569,600.00



We Are Columbia

MEETING DATE: October 15, 2019

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to approve a Contract Amendment to the Agreement for the Advanced Metering Infrastructure (AMI) Project, as requested by Columbia Water. Award to Badger Meter in the amount of \$5,900,000.00 to add funding for contingencies and for South Carolina State Taxes not provided in the original award. This firm is located in Milwaukee, WI.

REQUISITION NO.: P176526

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: 5529999-WM435401-658650. The original budget amount is \$45,000,000.00.

CLEAN WATER 2020?: No

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

PURPOSE:

A Columbia Disadvantaged Business Enterprise (CDBE) goal of 25% was placed on the total cost of the meter installation \$10,679,636.15. Farmer Construction, LLC, a CDBE of Columbia, SC will provide installation services at 17.00% (\$1,815,538.15) of the installation service; AOS Contractors, a CDBE of Lexington, SC will provide construction-concrete services for meter installation at 8.28% (\$884,273.87) of the installation service, and XtraLight Manufacturing, Ltd., of Raleigh, NC, will also provide installation of water meters, project management of installations, inventory management and control services at 74.72% (\$7,979,824). The CDBE goals will not change with this amendment since goals are only applied to meter installation and related services.

Additional funding is respectfully requested in the amount of \$5,900,000.00 to add funding for contingencies and for South Carolina State Taxes not provided in the original award.

The original awarded contract amount was \$38,774,252.65. With approval of this amendment, the revised awarded contract amount will be \$44,674,252.65.

Proposed Change and Basis for Payment:

Original Contract Price for Meters & Installation:	\$37,684,317.65
Contract for O&M Years 1 -3	\$1,089,935.00
Subtotal	\$38,774,252.65
Contingency	\$3,500,000.00
Sales Tax	\$2,400,000.00
TOTAL	\$44,674,252.65

ATTACHMENTS:

- **#a:** AMI Back-up Memo to the City Manager (PDF)
- **#b:** Badger Meter AMI Amendment 1 FOR SIGNATURE (PDF)
- **#d:** Badger Meter AMI Amendment 1 SIGNED (PDF)



INTER-OFFICE MEMO

Utility Operations
Planning & Strategy Division

TO: Ms. Teresa Wilson, Esq., City Manager
Cc: Mr. Clint E. Shealy, PE, Assistant City Manager Columbia Water

FROM: Jason A. Shaw, PE, Water Engineer, Utility Operations – Planning and Strategy Division

DATE: 7-31-2019

INITIALS: 

SUBJECT: WM4354 Advanced Metering Infrastructure (AMI) Projects – Additional Requested Funds

Water Capital Improvement Program (CIP) project WM4354 Advanced Metering Infrastructure (AMI) was approved by City Council on 2-19-2019 in the amount of \$38,774,252.65. This amount did not include any funds for sales taxes or project contingency.

Soon after a Notice to Proceed (NTP) was issued, Badger Meter sent a sales tax exemption form to be signed and return to Badger Meter. After consultation with the City's Finance Department, it was determined that an 8% sales tax was owed per state law on all material / equipment purchased through this contract. A review of the Request for Proposals (RFP) and the contract for this project concluded that sales tax was not included in the pricing provided by Badger Meter. The total current estimated material value on this project is \$28,931,290.58. This would put the estimated state sales tax owed at \$2,314,503.25.

As stated above, no project contingencies were included in the previously awarded amount. Project contingencies are needed to cover any overruns in project quantities, plumbing parts need to install new meters, and additional labor on specific meter installs when authorized. The proposed contingency amount requested is \$3,500,000.00 which represents 8.7% of the total contract value. Normal contingencies on this size project can range from 5 to 10% of the contract value.

Per this memo, Columbia Water is requesting additional funds be added to the project in the amount of \$5,900,000.00 (\$2,400,000.00 for sales taxes and \$3,500,000.00 for contingency). This will bring the total project value to \$44,674,252.65. The additional funds requested will allow for payment of all applicable state and local sales taxes as well as cover any unforeseen conditions requiring use of project contingency. Please let me know if you have any other questions.

Contract Amendment #1

Advanced Metering Infrastructure (AMI)
WM4354

Badger Meter, Inc.

September 26, 2019

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and Badger Meter, Inc. (Engineer) dated February 25, 2019 (Agreement) to add funding for contingencies and South Carolina State taxes not provided in the original award.

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

Proposed Change and Basis for Payment:

Original Contract Price for Meters & Installation: Contract for O&M Years 1 -3	\$37,684,317.65 \$1,089,935.00
Current Contract Total: This Change Amendment 1: (cost increase = \$5,900,000.00)) Contingency Sales Tax	\$38,774,252.65 \$3,500,000.00 2,400,000.00
Revised Contract Price:	\$44,674,252.65

This Change is Acceptable:

Badger Meter, Inc.:

Signature _____ Date: _____
(Please Print Name)

City of Columbia:

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

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

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

Approve of Change: _____ Teresa Wilson, City Manager _____ Date

APPROVED AS TO FORM


Legal Department City of Columbia, SC

Contract Amendment #1

Advanced Metering Infrastructure (AMI)
WM4354

Badger Meter, Inc.

September 26, 2019

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and Badger Meter, Inc. (Engineer) dated February 25, 2019 (Agreement) to add funding for contingencies and South Carolina State taxes not provided in the original award.

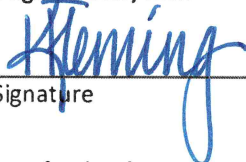
All other provisions of the Agreement, except as herein modified or changed, remain in full force and effect.

Proposed Change and Basis for Payment:

Original Contract Price for Meters & Installation:	\$37,684,317.65
Contract for O&M Years 1 -3	\$1,089,935.00
Current Contract Total:	\$38,774,252.65
This Change Amendment 1: (cost increase = \$5,900,000.00))	
Contingency	\$3,500,000.00
Sales Tax	2,400,000.00
Revised Contract Price:	\$44,674,252.65

This Change is Acceptable:

Badger Meter, Inc.:


 Signature _____ Korrine L. Fleming Date: 10/08/19
 (Please Print Name)

City of Columbia:

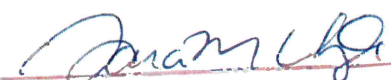
By: _____
 Joseph E. Jaco, P.E. Director of Utility Operations Date

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

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

Approve of Change: _____
 Teresa Wilson, City Manager Date

APPROVED AS TO FORM


 Legal Department City of Columbia, SC



We Are Columbia

MEETING DATE: October 15, 2019

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve a Contract for Asbestos Abatement, Demolition, Air Monitoring Services, Clearing, Grubbing and Tree Removal Services as requested by Community Development. Award to Corley Construction, LLC, in an amount not to exceed \$641,323.95 which includes contingency. This firm is located in Columbia, SC.

REQUISITION NO.: R200448

FUNDING SOURCE & ORIGINAL BUDGET: This project is funded through a combination of sources to include FEMA Hazard Mitigation Grant Program 75% for all properties, CDBG Disaster Recovery 25% for Demolition and related services only for specific properties; City Flood Recovery 2534330 25% Demolition and related services for specific properties and 25% of tree removal and related services for all properties. The original budget amount was \$919,034.00.

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:
Corley Construction, LLC of Columbia, SC is the prime contractor for this project. Corley Construction, LLC is a Minority Business Enterprise (MBE).
The following subcontractors will be providing additional services on this contract:
Blocker Construction, a Minority Business Enterprise (MBE), of Irmo, SC will be performing asbestos abatement at \$66,000.00 (11.83%) of the total contract value.
Compliance Center, a Disadvantaged Business Enterprise (DBE) (Woman), of Columbia, SC will be performing project design services at \$2,500.00 (0.44%) of the total contract value.
B & B Summitt Engineering of Ft. Mill, SC will be performing air monitoring services at \$5,500.00 (0.99%) of the total contract value.

There were six (6) bids received for this project under Bid #020-19-20-DS. The solicitation included 20 properties total for services to be performed as specified.

Base Bid	\$ 557,673.00
Contingency (15%)	\$ 83,650.95
Total	\$ 641,323.95

ATTACHMENTS:

- **#a:** Contract approved by Legal (PDF)
- **#b:** Bid Tabulation (PDF)
- **#c:** PM Letter of Recommendation (MSG)

CONTRACT

City of Columbia, South Carolina

Asbestos Abatement, Demolition, Air Monitoring, Clearing, Grubbing

and Tree Removal Services

Bid # 020-19-20-DS

This Contract is made by and between the City of Columbia, Columbia, South Carolina, hereinafter called Owner, and **Corley Construction, LLC** with legal address and principal place of business at **7462 Fairfield Rd., Columbia, SC 29203**, hereinafter called Contractor. Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

- 1.1 Contractor shall perform the Work as specified or indicated in the Contract Documents including Lot 1, Lot 2, Lot 3 and Lot 4.

ARTICLE 2. ENGINEER.

- 2.1 The Project has been designed by the City of Columbia.

ARTICLE 3. CONTRACT TIME.

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

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

ARTICLE 4. CONTRACT PRICE.

- 4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents in current funds at the contract price agreed upon in the Contractor's Bid Form attached to this Contract which establishes the contract price as Five Hundred Fifty-Seven Thousand Six Hundred Seventy-Three Dollars and Zero Cents (\$557,673.00). This price includes all four (4) lots at the following prices for each lot:

Lot 1.....	\$153,311.00
Lot 2.....	\$210,578.00
Lot 3.....	\$146,209.00
Lot 4.....	\$ 45,575.00
Total.....	\$557,673.00

City of Columbia, SC
8/07/2017

1

ARTICLE 5. APPLICATIONS FOR PAYMENT

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

ARTICLE 6. PROGRESS AND FINAL PAYMENTS

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

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

ARTICLE 7. LIQUIDATED DAMAGES

7.1 Owner and Contractor recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the Contract Time (and specific milestones) specified in Article 3 above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **Five Hundred Dollars and Zero Cents (\$500.00)** per day for each calendar day of delay until the Work is complete.

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

ARTICLE 8. ASSURANCE

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

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

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

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

City of Columbia, SC
8/07/2017

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 Invitation For Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Part 15 General Specifications of the City of Columbia's Engineering Regulations.

9.2.7 Conditions of Federal Funding and Federal Labor Standards Provisions for Contractors.

9.2.8 DHEC Standards for Asbestos Projects Regulations 61-86.1.

9.2.9 Asbestos Surveys for each property.

9.2.10 ALTA Surveys and Tree Location Maps for each property.

9.2.11 Field Inspection Surveys and Data Sheets for each property.

9.2.12 Clearance and Tree Removal Handout for each property.

9.2.13 SC DHEC Renovation and Demolition Guidelines.

9.2.14 Addenda numbers 1 to 5, inclusive.

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

City of Columbia, SC
8/07/2017

ARTICLE 10. TERMINATION

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

ARTICLE 11. MISCELLANEOUS

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

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

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

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

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

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

Contractor

BY

(CORPORATE SEAL)

Attest

Address for giving notices:

Date:

Owner

City of Columbia, SC

BY

Teresa Wilson, City Manager

(CORPORATE SEAL)

Attest

Address for giving notices:

Department of Procurement and Contracts

1800 Main Street, 2nd Floor

Columbia, SC 29201

Date:

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

APPROVED AS TO FORM

 Legal Department City of Columbia, SC

Event Number	BID020-19-20-DS Addendum 5	Organization	City of Columbia, SC
Event Title	Asbestos Abatement, Demolition, Air Monitoring Services,	Workgroup	Purchasing
Event Description	A NON-MANDATORY Pre-Bid Meeting is scheduled for Sept	Event Owner	Debbie Scott
Event Type	IFBs	Email	Debbie.Scott@columbiasc.gov
Issue Date	8/30/2019 07:03:48 PM (ET)	Phone	
Close Date	10/4/2019 10:00:00 AM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Eastern Environmental, Inc.	Hampstead	NC	9/17/2019 01:11:13 PM (ET)	0	\$410,350.00
Corley Construction, LLC	Columbia	SC	10/4/2019 08:13:50 AM (ET)	4	\$557,673.00
Target Contractors LLC	Ladson	SC	10/4/2019 08:29:50 AM (ET)	4	\$640,544.00
G & P Construction, Hauling and	North Augusta	SC	9/28/2019 05:27:11 PM (ET)	4	\$671,313.00
Carolina Wrecking, Inc.	Columbia	SC	10/3/2019 05:10:55 PM (ET)	4	\$946,880.00
CGI Development	Columbia	SC	10/4/2019 08:41:09 AM (ET)	4	\$1,173,941.03

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

Moore, Erika

From: Hatcher, David
Sent: Wednesday, October 9, 2019 4:50 PM
To: Scott, Debbie L; Caughman, Missy A
Cc: Porth, Gary B
Subject: RE: Bid020 Asbestos Abatement Demolition FEMA CDBG Bid Analysis II

Categories: Red Category

Debbie,

Please note that Target isn't eligible to conduct both asbestos abatement and air monitoring for this project per DHEC guidelines.

Therefore they are not a responsible bidder. With that being said, it is my recommendation to move forward with Corley Construction for all lots in the amount of \$557,673.00. I would ask that we add a contingency of 15% or \$83,650.95 for a grand total of \$641,323.95.

Please let me know if you need anything else.

Thanks,

**David L. Hatcher**

Housing Official
 Columbia Police Department

1136 Washington Street, Columbia, SC 29201

P: 803-545-3444

www.columbiapd.net

www.columbiasc.net



From: Scott, Debbie L
Sent: Wednesday, October 09, 2019 4:43 PM
To: Hatcher, David; Caughman, Missy A
Cc: Porth, Gary B
Subject: Bid020 Asbestos Abatement Demolition FEMA CDBG Bid Analysis II

David / Missy Please see updated Bid Analysis.

**Debbie L. Scott**

Construction Procurement Specialist
 Department of Procurement & Contracts
 803-545-3252 Debbie.Scott@columbiasc.gov
 1800 Main Street Columbia SC 29201
 PO Box 147 Columbia SC 29217



We Are Columbia

MEETING DATE: October 15, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2019-073 Amend Sec. 23-143 Water service rates and Sec. 23-149 Sewer service rates (a) and Sec. 23-149 Sewer rates

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Empowering Our Residents, Enhancing Columbia's Neighborhoods, Innovative & High Quality Municipal Services

PURPOSE:
First reading approval was given on October 1, 2019

ATTACHMENTS:

- **#a:** 2019-073 amend Sec 23-143 Water service rates and Sec. 23-149 Sewer service rates (add language for AMI meter) (PDF)

HISTORY:

10/01/19

Columbia City Council

APPROVED ON FIRST READING.

ORDINANCE NO.: 2019-073

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article V, Water and Sewer Rates, Sec. 23-143 Water service rates and Sec. 23-149 Sewer service rates (a)

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2019, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article V, Water and Sewer Rates, Sec. 23-143 Water service rates and Sec. 23-149 Sewer service rates (a), are amended to read as follows:

Sec. 23-143. Water service rates.

Generally. Except as otherwise provided by contract, monthly water service charges shall be as follows:

Monthly Water Use (cubic feet)	Meter Size (inches)	In City	Out of City
Minimum--300	3/4"	8.12	13.81
	1"	13.56	23.05
	1.5"	20.31	34.53
	2"	32.49	55.24
	3"	65.00	110.49
	4"	101.55	172.63
	6"	203.35	345.69
	8"	324.96	552.43
	10"	645.21	1096.85

Additional charge per 100 cubic feet

Volumetric Charges are based on the customer category.

Monthly Water Use (cubic feet)	In City	Out of City
Residential:		
Next 9,700	2.91	4.96
Next 90,000	2.77	4.71
Over 100,000	2.62	4.45
Irrigation:		
Next 9,700	4.96	8.43
Next 90,000	4.71	8.02
Over 100,000	4.45	7.58
All others:		
Next 9,700	2.77	4.71
Next 90,000	2.62	4.45
Over 100,000	2.45	4.18

Water service charges and volumetric charges may be calculated using gallons as the unit of measure with the above-referenced rates utilized for conversion purposes so that the overall cost of service remains unchanged.

Sec. 23-149. Sewer service rates.

(a) Generally. Except as otherwise provided by contract, the monthly sewer service charge shall be as follows:

Size of Meter (inches)	In City	Out of City
5/8	8.12	13.81
1	8.12	13.81
1½	8.12	13.81
2	13.00	22.09
3	25.99	44.18
4	40.62	69.04
6	81.24	138.11
8	129.99	220.97
10	203.10	345.27

Monthly Water Use (cubic feet)	Monthly Sewer Service Charge In City	Out of City
Each 100 cubic feet	4.22	7.18

Sewer service charges and volumetric charges may be calculated using gallons as the unit of measure with the above-referenced rates utilized for conversion purposes so that the overall cost of service remains unchanged.

The remainder of this section shall remain unchanged.

Requested by:

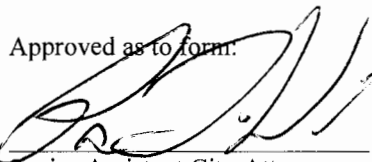
Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:



Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: October 15, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2019-079 Authorizing the City Manager to execute a Contract of Sale between the City of Columbia and Emma L. Chaplin for the sale of 134 Burton Heights Circle, Richland County TMS #11605-05-43

**FUNDING SOURCE &
ORIGINAL BUDGET:**

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

PURPOSE:

First reading approval was given on October 1, 2019

ATTACHMENTS:

- #a: 2019-079 authorize sale of 134 Burton Heights Circle (PDF)

HISTORY:

10/01/19

Columbia City Council

APPROVED ON FIRST READING.

ORDINANCE NO.: 2019-079

*Authorizing the City Manager to execute a Contract of Sale between the
City of Columbia and Emma L. Chaplin for the sale of 134 Burton Heights Circle,
Richland County TMS #11606-05-43*

BE IT ORDAINED by the Mayor and City Council this ____ day of _____, 2019, that
the City Manager is authorized to execute the attached Contract of Sale, or on a form approved by the
City Attorney, between the City of Columbia and Emma L. Chaplin for the sale of 134 Burton Heights
Circle, Richland County TMS #11606-05-43.

Requested by:

Assistant City Manager Gentry

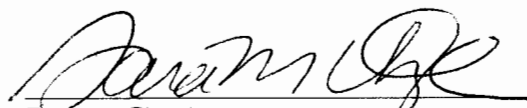
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:



ASSET REALTY, INC.
CONTRACT OF SALE
RESIDENTIAL
 Revised December 2016



THE BUYER ☐ SELLER ☐ IS LICENSED UNDER THE LAWS OF SOUTH CAROLINA AS A REAL ESTATE LICENSEE.

1. **PARTIES:** This Contract of Sale is entered into on Sept 16, 19
 between Buyer(s) Emma L. Chaplain (hereinafter called "Buyer"),
 and Seller(s) City of Columbia (hereinafter called "Seller").

BUYER ☐ 9/16/19 acknowledges receipt of the Disclosure of Brokerage Relationships form, and Client ☒ Customer ☐
 service in this transaction.

SELLER ☐ 9/16/19 acknowledges receipt of the Disclosure of Brokerage Relationships form, and Client ☐ Customer ☐
 service in this transaction.

2. **PROPERTY:** Seller agrees to sell and Buyer agrees to buy the following real property with improvements and fixtures thereon:

Lot _____ Block _____ Phase _____ Subdivision Burton Heights
 Address 134 Burton Heights Circle Unit # _____ City Columbia Zip 29203
 TMS# 11606-05-43 County of Richland State of South Carolina.

3. **PRICE:** The purchase price is \$ 115,000

4. **EARNEST MONEY:**

A. \$ 500 Earnest money is paid by: Check ☒ Cash ☐ Other ☐

B. \$ _____ Additional earnest money (hereinafter referred to as earnest money) to be delivered on or before _____

C. Earnest money to be held in trust by City of Columbia (Escrow Agent).

D. Escrow Agent does not guarantee payment of funds accepted as earnest money. All earnest money received will be deposited as required by South Carolina law and the South Carolina Real Estate Commission's rules and regulations. If earnest money is returned because it is a fraudulent instrument or due to insufficient funds, the Agent holding earnest money will immediately notify the other Agent and Contract may be voided at the Seller's option. Buyer agrees to and understands that earnest money may be deposited in an interest-bearing escrow account and that he has the right to ownership of any interest accrued. Buyer, through this written agreement, relinquishes ownership of the accrued interest to Escrow Agent as consideration for the expenses incurred in maintaining the account. Earnest money deposited in an escrow account will not be released to either Party until confirmation is received that funds have cleared the bank. If a dispute arises between Buyer and Seller concerning entitlement to and disposition of an earnest money deposit, the deposit will be retained in Escrow Agent's escrow account until Escrow Agent has obtained a written release signed by Buyer and Seller consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. See S.C. Code, Section 40-57-136 (E). If a court action is brought by Escrow Agent or Party to the Contract seeking the release of earnest money, the non-prevailing party in the action will be responsible for the prevailing Party's and Escrow Agent's attorney's fees and court costs. The court may also award the prevailing parties treble damages (defined as three times the amount of Earnest Money).

5. TRANSACTION COSTS: Buyer's Transaction Costs include but are not limited to all closing costs, pre-paid items, insurance (mortgage, lender/owner title, flood, hazard), discount points, all costs to obtain information from or pertaining to any owners association, interest, title fees, FHA/VA allowable costs, fees and expenses of Buyer's attorney, deed recording costs, and the cost of any inspector, appraiser, or surveyor. Seller's Transaction Costs include but are not limited to deed preparation, deed stamps/tax, all costs necessary to deliver marketable title and payoffs, satisfactions of mortgages/liens, property taxes pro-rated to the day of closing, real estate brokerage fees, and expenses of Seller's attorney.

Buyer's and Seller's Transaction Costs will be paid at closing as follows: (Select, initial and date only one of the options below)

A. BUYER () SELLER () Buyer will provide or pay for all Buyer's Transaction Costs and Seller will provide or pay for all Seller's Transaction Costs as well as pay for Buyer's non-allowable costs if the financing type selected in Paragraph 6(A) is either VA or FHA.

OR

B. BUYER () 9/14/19 SELLER () Seller will pay Buyer's Transaction Costs not to exceed \$ 1,500 which includes non-allowable costs first (for VA or FHA financing) and then allowable costs. Buyer is responsible for any Buyer's Transaction Costs exceeding this amount. If the amount Seller has agreed to pay toward Buyer's Transaction Costs exceeds the actual amount of those costs or amount allowed by Lender, then any excess funds will revert to Seller. Seller will also provide or pay for all Seller's Transaction Costs.

6. FINANCING: Buyer's obligation under this Contract is ☐ is not ☐ contingent on Buyer obtaining financing. Buyer and Seller acknowledge that all financing contingencies herein automatically expire five (5) Business Days prior to and not including the closing date set forth in Paragraph 7, and this Contract will become non-contingent on financing unless otherwise agreed to in writing. If Buyer subsequently fails to close because of the inability to obtain financing, the Buyer will be in default of this Contract and earnest money will be released to Seller. See Paragraph 4(D).

BUYER () 9/14/19 SELLER ()

A. FINANCING TYPE. Financing type will be: Conventional ☒ FHA ☐ VA ☐ USDA ☐ SC Housing FHA ☐

SC Housing Conventional ☐ Seller ☐ Cash (no financing required) ☐ Other ☐ Affordable Home Loan

Buyer or Buyer's Agent will immediately notify Seller or Seller's Agent if financing type changes. If the change in financing type modifies the terms of this Contract, then Seller will have the option of agreeing with the change or voiding this Contract. If Seller elects to void the Contract, earnest money will be released to the Buyer. See Paragraph 4(D).

Note: If Buyer utilizes FHA or VA financing, a lender required FHA/VA Addendum will be signed by Buyer and Seller. All parties agree to execute this document as required. Utilizing FHA or VA financing will require Seller to pay upon closing for certain loan-related closing costs termed "non-allowable costs", which for VA financing may also include the termite inspection (CL-100).

B. APPLICATION FOR FINANCING. If Lender financing is being used, Buyer will have five (5) Business Days from the date of Contract acceptance to apply for financing from Lender of their choice. Application will include advancement of any funds required by Lender and providing Lender's identity to Seller or Seller's Brokers. Buyer will also furnish Lender all documentation required for the processing of this loan in a diligent and timely manner.

1. Should Buyer fail to apply for the loan within five (5) Business Days, Buyer will be in default of this Contract and Seller will have the option of voiding this Contract with earnest money being released to Seller. Should the loan be denied while subject to a financing contingency, Contract will be voided and earnest money will be released to Buyer. See Paragraph 4(D).

2. If loan is rejected by initial lender or subsequent lenders, Buyer or Buyer's Agent must give written notice of each occurrence to the Seller or Seller's Agent immediately, and Seller will then have the option of continuing with or voiding the Contract. If Seller elects to void the Contract, the earnest money will be released to Buyer, provided it is not within (5) business days prior to closing. See Paragraph 4(D).

3. If Buyer elects to make any material change to their financial condition after Contract acceptance that negatively affects their ability to close the transaction, Buyer will be in default and earnest money will be released to Seller. See Paragraph 4(D).

4. Buyer gives permission to Lender to disclose any allowable pertinent information concerning Buyer's loan to any attorney representing Buyer or Seller and to the Buyer's and Seller's Brokers.

BUYER () 9/14/19

SELLER ()

C. **SELLER FINANCING.** If Seller financing is included in the financing of this Property, Buyer's and Seller's Brokers make no representations as to the creditworthiness of Buyer and suggest that Seller determine whether Buyer's credit is satisfactory. The terms of Seller financing should be noted in Paragraph 18 of this Contract or in a separate Addendum to this Contract.

D. **CASH TRANSACTION.** In a cash transaction, Buyer agrees to provide Seller or Seller's Broker, within five (5) Business Days of acceptance of this Contract, written verification of availability of funds from the source(s) of those funds. If Buyer fails to comply with the above requirement, then Seller will have the option of voiding this Contract and earnest money will be released to Seller. See Paragraph 4(D).

E. **APPRAISAL CONTINGENCY.** This Contract is ☒ is not ☐ contingent on lot or parcel with building and improvements thereon, if any, appraising according to Lender's appraisal, or other appraisal as agreed by Buyer and Seller for non-Lender financed transactions, for the selling price or more. If contingent, and lot or parcel with building and improvements thereon appraises for less than the selling price, the Buyer will have three business days after notification of the results of the appraisal to proceed with the consummation of this sale without regard to the appraised value or attempt to renegotiate this Contract. If after the three business day period, the Parties are unable to reach agreement on a renegotiated Contract then either party can terminate this Contract by providing written notification to the other. Upon termination, earnest money will be released to Buyer. See Paragraph 4(D).

F. **SELLER'S MORTGAGE PAYOFF.** SELLER (☐ ☐) _____ Seller gives permission to Closing Attorney to obtain Seller's mortgage payoff information.

7. **CONVEYANCE DATE OF CLOSING/POSSESSION:** Conveyance will be made subject to all easements and covenants of record (provided they do not make the title unmarketable) and to all governmental statutes, ordinances, rules and regulations. Seller agrees to convey by marketable title and to have prepared a general warranty deed, if applicable, free of encumbrances, except as herein stated. The deed will be prepared in the name(s) of Emma L. Chaplin, or as otherwise stipulated by Buyer, and delivered to stipulated place of closing. The deed will be held in trust by the Closing Attorney until sales proceeds have been disbursed to Seller, at which time the Closing Attorney shall be authorized to record the deed. This transaction will be closed on or before October 30, 19, unless extended pursuant to Paragraph 7(B) or by mutual agreement.

A. **BUYER** (☐ ☒) 9/16/19 **SELLER** (☐ ☐) _____ Seller will be obligated to vacate and give possession of the Property (free of debts and in a clean condition) to Buyer: at closing ☒, 24 hours after closing ☐, 48 hours after closing ☐, or in accordance with attached agreement ☐.

B. If Buyer has provided written loan commitment without additional conditions, or in a cash transaction Buyer has met the terms and conditions of Paragraph 6(D), but has not closed within the stipulated time limit of this Contract, both Parties agree to extend this Contract for a period not to exceed five (5) Business Days from the original closing date.

8. **RIGHT OF BUYER TO INSPECT/RE-INSPECT PROPERTY:** Buyer, or Inspectors selected by Buyer at Buyer's expense, will have the right to enter Property to inspect, examine and test the Property. For the purposes of this Contract, the term "Inspector" is defined as a person or company, licensed or certified where required by law, with specific, professional expertise or knowledge in property inspections, or in an item, building product or condition contained therein for which the Inspector is inspecting, examining or testing. Seller will make the Property available for all inspections and will have all utilities operational for the inspections, any re-inspections, appraisals and final walk through. Seller agrees to allow Buyer, or Inspectors selected by Buyer, the right to re-inspect the Property at Buyer's expense to determine if agreed upon repairs and/or replacements have been made. Buyer will also be allowed to perform a walk-through prior to closing to confirm that the Property has been maintained in compliance with Paragraph 11, if applicable, and that any personal Property to be transferred or conveyed is on the premises. Buyer agrees to hold Seller and all Brokers harmless from all claims, injuries and damages arising out of, or related to, the exercise of these rights and will repair any damages resulting from same.

9. **PROPERTY SOLD SUBJECT TO DUE DILIGENCE PERIOD:**
(If Property being sold "As-Is" proceed to Paragraph 10 PROPERTY SOLD "AS-IS")

A. **DUE DILIGENCE PERIOD INSPECTIONS:** Buyer will have a ten (10) Business Day Due Diligence Period beginning at time of final Contract acceptance, as defined in Paragraph 29(B), to conduct, at Buyer's sole expense, whatever non-destructive inspections, examinations and testing of the Property that Buyer deems appropriate and necessary. This will include, but is not limited to, conducting a risk assessment/test for lead-based paint and lead-based paint hazards, testing for environmental hazards, inspecting the heating and air (HVAC) system, and inspecting for active infestations of and/or damage from termites, other wood destroying organisms, fungi and for any drainage problems (CL-100 inspection). Any re-inspections that may be required will also be at Buyer's expense.

B. DUE DILIGENCE PERIOD EXTENSION: Notwithstanding other provisions to the contrary, in the event an inspector, in a written report provided to Seller or Seller's Broker prior to the expiration of the Due Diligence Period, recommends any additional study, inspection or evaluation of any product, item or condition in the Property, or the results of any tests conducted cannot be completed or produced prior to the expiration of the Due Diligence Period, then the Due Diligence Period may be extended by mutual agreement of Buyer and Seller through a written Addendum to this Contract. If Buyer and Seller cannot agree on an extension to the Due Diligence Period, then Buyer may proceed under the terms of Paragraph 9(C) based on available inspection reports or void this Contract and earnest money will be released to Buyer. See Paragraph 4(D).

C. INSPECTION OPTIONS: Buyer will have the following options during the Due Diligence Period:

1. Buyer can accept Property as inspected.

2. If Buyer, in his sole discretion or as a result of any inspection, examination or test conducted, determines property to be unsatisfactory, Buyer may terminate this Contract by providing entire copies of all inspection reports, if any, and written notice of termination to Sellers or Seller's Broker prior to the expiration of the Due Diligence Period or any mutually agreed upon extension to this period and the earnest money will be released to Buyer. See Paragraph 4(D). If Buyer fails to give such notice prior to the expiration of the Due Diligence Period and any extension, Buyer will be deemed to have accepted the Property "As-Is" with Seller having no obligations to make any repairs or replacements to the Property and Buyer being obligated to proceed with the transaction in accordance with the terms of this Contract.

3. If Buyer requests Seller make repairs and/or replacements to the Property, Buyer must submit complete copies of any inspection reports and an Inspection Repair Addendum, signed by the Buyer, identifying specific defects Buyer wants corrected, to Seller or Seller's Broker prior to the expiration of the Due Diligence Period or any mutually agreed extension to this period. If Buyer fails to submit complete copies of these reports and the Addendum to Seller or Seller's Broker prior to the expiration of the Due Diligence Period and any extension, Buyer will be deemed to have accepted the Property "As-Is" with Seller having no obligation to make any repairs or replacements to the Property, and Buyer will be obligated to proceed with the transaction in accordance with the terms of this Contract. If reports and Addendum are submitted within the Due Diligence Period and any extension, Buyer and Seller will then have five (5) Business Days from expiration of Due Diligence Period to negotiate the defects to be corrected by Seller, at Seller's expense, and sign the Addendum. If Buyer and Seller have not reached agreement on the Addendum by the end of this negotiation period:

- a. Buyer and Seller may mutually agree to extend the negotiating period through written Addendum to this Contract, or;
- b. Buyer will have two business days after the end of the negotiation period, or any extension to the period, to accept Property "As-Is" in current state with no repairs or replacements made by Seller by providing written notice to Seller or Seller's Broker, or;
- c. If the negotiating period is not extended and Buyer does not accept Property "As-Is" within the time frame prescribed in the above Paragraph, then either party can terminate this Contract by providing written notice of termination to the other and earnest money will be released to Buyer. See Paragraph 4(D). Seller's failure to respond to the Inspection Repair Addendum within the five (5) Business Day period will be deemed to be a refusal to do repairs/replacements.

D. FHA/VA APPRAISAL INSPECTIONS: If Buyer uses FHA or VA financing, the Property may be inspected by an Appraiser appointed by Lender. This inspection is not subject to time limitations or other requirements of the Due Diligence Period outlined above. If Appraiser identifies repairs to be made as a condition of loan approval and Seller elects not to make them, Buyer will have the option of paying for and completing the repairs prior to closing or voiding this Contract, with earnest money being released to Buyer. See Paragraph 4(D).

10. PROPERTY SOLD "AS-IS": (If Selected, Terms of Paragraph 9 do not apply) (Initial and date only one of the options below if applicable)

A. BUYER () SELLER ()

PROPERTY SOLD "AS-IS" WITH DUE DILIGENCE PERIOD

All Parties agree that Property is being sold "As-Is" with all defects including, but not limited to, lead-based paint, lead-based paint hazards, environmental hazards, active infestations of and/or damage from termites, other wood destroying organisms or fungi and for any drainage problems (CL-100). Buyer will have a ten (10) Business Day Due Diligence Period to conduct at Buyer's sole expense, whatever non-destructive inspections, examinations and testing of the Property that Buyer deems appropriate and necessary. Seller will have no obligation to make any repairs or replacements to the Property identified as a result of inspections. Buyer may proceed under the terms of this Contract or void this Contract by providing written notice to Seller or Seller's Broker, prior to the expiration of the Due Diligence Period, with the earnest money released to Buyer. See Paragraph 4(D). Failure to provide notice of voiding this Contract prior to the expiration of the Due Diligence Period will be deemed Buyer's acceptance of the Property in "As-Is" condition with no Seller repairs or replacements.

OR

B. BUYER () SELLER ()

PROPERTY SOLD "AS-IS" - NO DUE DILIGENCE PERIOD

All Parties agree that Property is being sold "As-Is", Seller will make no repairs or replacements, and Buyer elects not to have a Due Diligence Period. Buyer retains the right to inspect, examine and test the Property but waives both the right to request repairs or replacements and the right to void this Contract based on inspection results.

11. CONDITION OF PROPERTY: Except for Property being sold "As-Is" per terms of Paragraph 10, after any inspections by Buyer and after repairs or replacements, if any, made as a result of any such inspections, Seller agrees to maintain the Property (including but not limited to, lawn, shrubbery, grounds and fixtures, equipment and systems that convey with the Property) and all improvements thereon in similar condition until the day of closing or the day possession is given, whichever occurs first. Seller warrants that to the best of his knowledge, information, and belief there are no conditions in the Property which would adversely affect the value when conditions are hidden by furniture, fixtures or window treatments currently in place in the Property.

12. PROPERTY CONDITION DISCLOSURE STATEMENT: (Select, initial and date only one of the options below)

A. BUYER (☒) 9/16/19 SELLER (☐) Buyer and Seller agree that a Residential Property Condition Disclosure Statement, as required by S.C. Code, as amended, Section 27-50-10, et. seq., has been provided to Buyer by Seller prior to the final acceptance of this Contract. If Seller discovers, after his delivery of the Disclosure Statement to Buyer, any material inaccuracy in the Disclosure Statement or the Disclosure Statement is rendered inaccurate, misleading, incomplete or false in a material way by the occurrence of some event or circumstance, Seller will promptly make reasonable repairs needed to eliminate the deficiency and repair the damage caused by the occurrence or correct the inaccuracy by delivering a corrected disclosure statement to Buyer before closing. Buyer understands and agrees that Seller's Property Condition Disclosure Statement is not intended to replace inspections of the Property.

B. BUYER (☐) SELLER (☐) OR
 Buyer and Seller agree that Seller will not complete nor provide a Residential Property Condition Disclosure Statement in accordance with S.C. Code, as amended, Section 27-50-30, Paragraphs (1-13).

13. LEAD-BASED PAINT: Buyer is advised that if this Property was built prior to 1978, it may contain lead-based paint and that a "Disclosure of Information and Acknowledgement Lead-Based and/or Lead-Based Paint Hazards" form is hereby made an Addendum to this Contract and will be signed by both Buyer and Seller and their Agents.

14. HOME WARRANTY COVERAGE: Buyer and Seller agree that a home warranty providing at least twelve (12) months of coverage for the Buyer will ☐ will not ☒ be provided at closing. If applicable, the warranty premium will be paid by Buyer ☐ Seller ☐ in the amount of \$, provided by (home warranty company) and written by the Buyer's Agent ☐ Seller's Agent ☐. If the price of the warranty exceeds the dollar amount entered in this paragraph, Buyer shall be responsible for the difference at closing.

15. PROPERTY DOCUMENTATION: (Buyer to complete information in Paragraphs A-E, and Seller to confirm)

Buyer's and Seller's Brokers strongly recommend Buyer review existing Property documentation to include the most current plat, Covenants and Restrictions, and Seller's Property Condition Disclosure Statement before entering into this Contract. The Buyer's and Seller's Brokers also recommend that prior to closing on this Contract, Buyer have a survey of the subject Property made to verify land size/boundary dimensions, measure existing structures to verify square footage, have an examination as to the title to the Property, obtain owner's title insurance and the Buyer obtain appropriate hazard, flood, earthquake and wind/hail damage insurance coverage effective at the time of closing.

BUYER (☒) 9/16/19 SELLER (☐) Buyer acknowledges and Seller represents the following:

A. This sale is ☐ is not ☒ subject to approval by a Third Party (i.e. bank in the case of a short sale, corporation, or relocation company.)

B. The Property is: Connected to: public/community sewer system ☒ septic tank ☐ Lett system ☐ Other ☐
 Connected to: public/community water system ☒ well system ☐ Other ☐

C. To the best of Seller's knowledge, the Property is ☐ is not ☒ partly or entirely located within a designated Special Flood Hazard Area (flood zone). If Seller's response indicates that it is in a flood zone, Buyer understands that it may be necessary to purchase flood insurance in order to obtain a loan. If Seller's response indicates that the Property is not in a flood zone and, subsequent to Contract acceptance, it is determined that permanent improvements to the Property are within a flood zone causing Lender to require Buyer to purchase flood insurance as a condition of loan approval, then Buyer can terminate this Contract. Buyer will have three (3) Business Days after receipt of Notice from Lender to provide written Notice to Seller of the decision to terminate. Upon termination, earnest money will be released to Buyer. See Paragraph 4(D). Buyer's failure to provide written Notice to Seller within the three (3) Business Day period will be deemed Buyer's agreement to purchase flood insurance to close the transaction.

D. The Property is ☐ is not ☒ subject to a mandatory association fee (i.e. homeowner's association/regime or otherwise). If the Property is subject to a mandatory association fee, the fee is \$ per and is payable to

E. The Property is ☐ is not ☒ subject to a special assessment of any governing body, including, but not limited to, a homeowner's association/regime or otherwise. The special assessment fee is \$

16. ADDITIONAL CONTINGENCIES: (Buyer's failure to disclose the existence of Contingency A or B will constitute a default of this Contract and earnest money will be released to Seller. See paragraph 4(D). Initial and date Paragraph C if other contingencies apply.)

- A. SALE AND CLOSING CONTINGENCY ADDENDUM is ☐ is not ☒ attached to and part of this Contract of Sale.
- B. CLOSING CONTINGENCY ADDENDUM is ☐ is not ☒ attached to and part of this Contract of Sale.
- C. OTHER CONTINGENCIES: BUYER (☐ ☐) _____ SELLER (☐ ☐) _____ This Contract is contingent on:

17. FIXTURES AND PERSONAL PROPERTY: This sale includes all fixtures, equipment and improvements of any kind which now exist and are attached to or planted on the premises such as, but not limited to: shrubbery, trees, fences, shutters, blinds, lamp posts, mail boxes, storage sheds, playsets, lawn irrigation system and all related equipment, pool and spa equipment, TV wall mounts and brackets, window and door screens, storm windows and doors, garage door openers and remotes, satellite dishes, Seller-owned security systems, smoke detectors, gas logs, central vacuum system and equipment, landscape lighting, curtain/drapery rods, ceiling fans and remotes, attached or hanging bathroom vanity mirrors, light bulbs, switch plates, heating and air system registers, and built-ins, such as equipment, appliances, cabinets, furniture and shelves, unless otherwise agreed herein. Items of personal property other than those above may be sold separately by Bill of Sale.

18. OTHER TERMS: If conflicting with pre-printed portions of this Contract, the following terms will control:

19. ADJUSTMENTS: Real estate taxes, homeowner association/regime fees, and rents when applicable, will be adjusted as of the date of closing. Unless otherwise agreed to in writing by the Parties in this Contract, tax prorations pursuant to this Contract are to be based on the most current tax bill and prorated on that basis. Buyer will be responsible for applying for any applicable tax exemptions. Buyer is also responsible for any tax increases due to change in ownership. Unless otherwise agreed, Seller will pay all regular and special homeowner's association assessments and all governmental assessments levied prior to closing and Buyer will pay for those assessments levied after closing. All prorations are final.

20. FIRE OR CASUALTY: In case the Property herein is damaged wholly or partially by fire or other casualty prior to delivery of deed, Buyer will have the right for ten (10) Business Days after notice of such damage to terminate this Contract. Upon such termination, earnest money will be released to Buyer and neither party will have any further rights hereunder. See Paragraph 4(D). If Buyer elects not to terminate this Contract or fails to provide timely Notice of Termination, the Parties will proceed according to its terms.

BUYER

(☐ ☒) 9/16/19

SELLER

(☐ ☐) _____

21. DEFAULT: If Buyer or Seller fails to perform any of the terms of this Contract, the other may elect to seek any remedy provided by law including, but not limited to, attorney fees and actual costs incurred or terminate this Contract with written notice. Actual costs incurred will include all costs and expenses incurred or obligated for by Buyer, Seller or Brokers in an effort to consummate this sale. Such costs will include, but are not limited to, cost of credit report, appraisal, survey, inspections and reports, title examination, attorney's fees and real estate brokerage fee for this sale. If Contract is terminated, both Parties will execute a written release of the other from this Contract and both will hold Escrow Agent harmless. If either Buyer or Seller refuses to execute release, Escrow Agent will hold the earnest money in trust until said releases are executed or a court of competent jurisdiction dictates legal disposition. If a court action is brought by Escrow Agent or Party to the Contract seeking the release of earnest money, the non-prevailing party in the action will be responsible for the prevailing Party's and Escrow Agent's attorney's fees and court costs.

22. MEDIATION: Any dispute or claim arising out of or relating to this Contract, the breach of this Contract or the services provided in relation to this Contract, shall be submitted to mediation in accordance with the rules and procedures of the dispute resolution system of the National Association of Realtors. Disputes will include representations made by Buyer, Seller or any real estate Broker or other person or entity in connection with the sale, purchase, financing, condition or other aspect of the Property to which this Contract pertains, including, without limitation, allegations of concealment, misrepresentation, negligence and/or fraud. Any agreements signed by the Parties pursuant to the mediation conference will be binding. S.C. Code, Ann. Section 15-48-10 et. seq. shall not apply to this Contract.

23. ENTIRE BINDING CONTRACT: The Parties agree that this written Contract expresses the entire agreement between the Parties, that there is no other agreement, oral or otherwise, modifying the terms hereunder and that this Contract will be binding on both Parties, their principals, heirs, personal representatives, successors and assigns as state law permits.

24. NON-RESIDENT TAX: Seller covenants and agrees to comply with the provisions of S.C. Code, Section 12-8-580 (as amended) regarding tax withholding requirements of Sellers who are not residents of South Carolina as defined in said statute.

25. EXPIRATION OF OFFER: This offer from Buyer will be withdrawn at 4 o'clock P M. (Eastern Time) on Oct 1, 19 unless accepted or countered by Seller in written form prior to such time.

26. TIME IS OF THE ESSENCE: Time is of the essence with respect to all provisions of this Contract that stipulate a specific period of time for performance. Failure of Buyer or Seller to complete any provision of this Contract within the stipulated period of time for completion of the provision will constitute, where applicable, a default of this Contract.

27. NOTICE AND DELIVERY: Notice means a unilateral communication, including offers, counteroffers and associated Addenda from one Party to this Contract to the other. Notice to a Broker or affiliated Agent representing a Party to this Contract will be deemed to be Notice to that Party. All Notices required under this Contract will be in writing and will be effective as of Delivery. Delivery methods may include hand-carried, sent by professional courier service, by United States mail, or by facsimile (fax) or e-mail transmission. A faxed or e-mailed signature of a Party to this Contract will constitute an original signature binding upon that Party. The Parties agree that Delivery will be deemed to have occurred either on the day and at the time Notice is delivered by hand, by a professional courier service, or by United States mail (return receipt requested) or on the day and at the time Notice is sent by facsimile or e-mail transmission provided written confirmation of receipt is received by deliverer. No Party to this Contract will refuse Delivery in order to delay or extend any deadline established in the Contract.

28. SURVIVAL: If any provision herein contained which by its nature and effect is required to be observed, kept or performed after closing, it will survive the closing and remain binding upon and for the Parties hereto until fully observed, kept or performed.

29. DEFINITIONS:

A. A single Business Day is defined as a twenty-four (24) hour period beginning at 8AM of any week day (Monday through Friday). A Business Day may not begin or end on a Saturday, Sunday or Federal legal holiday. For the purposes of this Contract, the first Business Day will begin at 8AM of the Business Day following final Contract acceptance. All deadlines/timelines set forth in the Contract will begin at 8AM of the first Business Day following the date of final Contract acceptance unless otherwise agreed to by Buyer and Seller.

B. Successful negotiation of this offer will have been completed when one of the Party's to the negotiation places the final, required signatures and/or initials on this offer. Contract acceptance will occur at the date and time when this Party subsequently delivers a copy of this executed document to the other Party. The Party receiving the executed document will be responsible for filling in the final Contract acceptance date and time on the last page of this Contract. If a Party is unrepresented, they will assume responsibility for filling in the required information.

C. In this Contract, closing is defined as the date and time that the Closing Attorney disburses funds.

D. The term Broker is also deemed to include affiliated Agent(s) of the Buyer's and Seller's Brokers.

30. SETTLEMENT STATEMENT RELEASE: Seller and Buyer authorize the Closing Attorney to furnish to Buyer's and Seller's Brokers copies of a Settlement Statement for the transaction.

31. MEGAN'S LAW: Buyer and Seller agree that the Buyer's and Seller's Brokers and all affiliated Agents are not responsible for obtaining or disclosing any information contained in the South Carolina Sex Offender Registry and that no course of action may be brought against the Buyer's and Seller's Agents and all affiliated Agents for failure to obtain or disclose such information. The Buyer agrees that the Buyer has the sole responsibility to obtain any such information which may be obtained from appropriate law enforcement officials.

32. NON-RELIANCE CLAUSE: Both Buyer and Seller execute this Contract freely and voluntarily without reliance upon any statements, representations, promises or agreements by the Buyer's and Seller's Brokers except as set forth in this Contract. Buyer and Seller acknowledge that the Buyer's and Seller's Brokers are being retained solely as Real Estate Agents and not as an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, mold or air quality expert, home inspector or other professional service provider. Buyer and Seller are legally competent to enter into this Contract and to fully accept responsibility for it. This is a legally binding Contract. Buyer and Seller should seek legal advice prior to entering into this Contract if, after having read it, its contents and provisions are not understood. Both Buyer and Seller acknowledge receipt of a copy of this Contract and acknowledge receiving, reading and understanding South Carolina Real Estate Commission's Agency Disclosure Brochure.

33. DISCLAIMER: Buyer and Seller acknowledge that Buyer's and Seller's Brokers give no warranty of any kind, expressed or implied, as to: (1) physical condition of the Property or as to condition of or existence of improvements, services or systems including but not limited to termite damage, roof, basement, appliances, heating and air conditioning systems, plumbing, sewage/septic, electrical systems or to structure; (2) condition of the Property, any matters which would be reflected by a current survey of the Property or the accuracy of the square footage heated or unheated; (3) title to the Property including the existence or absence of easements, encroachments, projections, encumbrances, restrictions, covenants, setbacks, and the like; (4) fitness for a particular purpose of the Property or improvements; (5) Property being purchased being in compliance with necessary zoning ordinances and restrictions; (6) projected income, value, or other possible benefits to Buyer.

 (L.S.) Emma L. Chaplin 9/16/19
 Buyer's Signature Buyer's Printed or Typed Name Date
 _____ (L.S.) _____ Date
 Buyer's Signature Buyer's Printed or Typed Name Date
 _____ (L.S.) _____ Date
 Seller's Signature Seller's Printed or Typed Name Date
 _____ (L.S.) _____ Date
 Seller's Signature Seller's Printed or Typed Name Date
Bonnie Johnson Asset Realty, Inc 15405/2909
 Buyer's Agent/ Company Buyer's Agent License# LLR Office Code

Buyer's Agent's Email Address Buyer's Agent's Telephone Number

Seller's Agent/ Company Seller's Agent License# LLR Office Code

Seller's Agent's Email Address Seller's Agent's Telephone Number

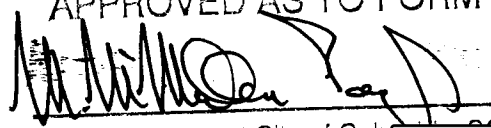
This section is not to be completed until the conditions of paragraph 29B are fulfilled

CONTRACT ACCEPTED BY BOTH PARTIES AT _____ O'CLOCK ____ M (ET) ON _____ DATE

ACCEPTANCE ENTERED BY _____ (AGENT)

NOTE: Once the above Contract acceptance date and time are filled in a copy of this Contract in its entirety should be promptly forwarded to the other Party.

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APPROVED AS TO FORM

 Legal Department City of Columbia



ONE TIME SHOWING

ASSET REALTY, INC. HAS PERMISSION TO SHOW MY PROPERTY LOCATED AT:

134 BURTON HEIGHT ~~C~~CIRCLE

COLUMBIA SC29203

TO: EMMA L CHAFFIN

AND QUOTE A PRICE OF \$ 115,000.

SHOULD AN OFFER RESULT FROM A SHOWING TO THE ABOVE MENTIONED PARTY WITH IN SIX (6) MONTHS OF THIS SHOWING AND THE OFFER IS ACCEPTABLE TO ME, I AGREE TO PAY ASSET REALTY, INC. A PROFESSIONAL FEE OF 2 1/2 % % OF THE SALES PRICE UPON CLOSING.

SELLER

DATE

SELLER

DATE

Loonie Johnson
SALES ASSOCIATE FOR ASSET REALTY, INC.

9/16/19
DATE



We Are Columbia

MEETING DATE: October 15, 2019

DEPARTMENT: Legal Department

FROM: Shari Ardis, Legal Office Manager

SUBJECT: Ordinance No.: 2019-082 Authorizing the City Manager to execute a Contract of Sale between the City of Columbia and Zellie Scott for the sale of 100 Gabriel Street, Richland County TMS #14203-11-06

**FUNDING SOURCE &
ORIGINAL BUDGET:**

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

PURPOSE:

First reading approval was given on October 1, 2019

ATTACHMENTS:

- #a: 2019-082 authorize sale of 100 Gabriel Street (PDF)

HISTORY:

10/01/19

Columbia City Council

APPROVED ON FIRST READING.

ORDINANCE NO.: 2019-082

*Authorizing the City Manager to execute a Contract of Sale between the
City of Columbia and Zellie Scott for the sale of 100 Gabriel Street,
Richland County TMS #14203-11-06*

BE IT ORDAINED by the Mayor and City Council this ____ day of _____, 2019, that
the City Manager is authorized to execute the attached Contract of Sale, or on a form approved by the
City Attorney, between the City of Columbia and Zellie Scott for the sale of 100 Gabriel Street,
Richland County TMS #14203-11-06

Requested by:

Assistant City Manager Gentry

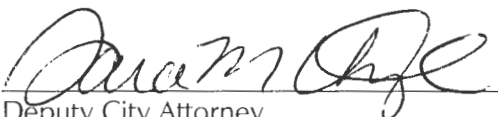
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:



CONTRACT OF SALE

Date. A Contract for the sale and purchase of the hereinafter described property is entered into this 18th day of September, 2019 by and between Zellie Scott, Purchaser(s) and City of Columbia, South Carolina, Seller.

Offer and Description. Purchaser(s) agree(s) to buy and Seller(s) agree(s) to sell that lot or parcel of land, with improvements thereon situated in Richland County, State of South Carolina and being described as follows: TMS# 14203-11-06.

The Property address: 100 Gabriel St. Columbia, SC 29203

Conveyance Shall Be Made. Conveyance shall be made subject to all covenants of record (provided they do not make the title unmarketable) and to all governmental statutes, ordinances, rules and regulations.

Price. The purchase price is One Hundred Twenty Thousand and No/100 (\$120,000.00) Dollars and shall be paid by the Purchaser as follows: Five Hundred and No/100 \$500.00 Dollars (same as required down-payment) upon execution of the Contract as an earnest money in certified funds towards the purchase price.

Closing Cost. The Purchaser shall pay all pre-paid items to include 1st year annual home owners insurance, required property taxes, and insurance escrow due at closing. Purchaser is responsible for additional deed preparation cost; and any deed of trust; the fees of the Purchaser closing attorney. The Seller shall pay all allowable closing cost not to exceed Three Thousand Five Hundred and No/100 (\$3,500.00) Dollars.

Contract Contingencies: This closing is contingent upon the Purchaser receiving financing from the City of Columbia's Community Development Home Loan Program and meeting all the required underwriting and income requirements of the loan program.

Conveyance Date of Closing. The closing shall take place within sixty (60) days from the date of this contract. Seller(s) agree(s) to convey by marketable title and deliver a proper statutory warranty deed with power duly renounced, if applicable, and free of encumbrances, except as herein stated, with all stamps affixed thereto. The deed shall be prepared in the name of Zellie Scott

Adjustments: Real estate taxes, homeowner association/regime fees, and rents when applicable, will be adjusted as of the date of closing. Tax proration pursuant to this Contract is to be based on the tax information available and deemed reliable by the Closing Attorney on the date of closing and to be prorated on that basis. Buyer will be responsible for applying for any applicable tax exemptions. Buyer is also responsible for any tax increases due to change of ownership. Unless otherwise agreed, Seller will pay all regular and special homeowner's association assessments and all governmental assessments levied through date of closing and Buyer will pay for those assessments levied after the date of closing.

Condition of Property. This property is being sold "***As Is***". Purchaser may have home inspection done within 10 days from complete execution of said contract. This may include CL-100, HVAC or other inspections or tests done to determine the condition of property. Seller will have no obligations to make any repairs or replacements to property identified as a result of inspections.

Home Warranty Coverage: Buyer and Seller agree that a home warranty will () will not (**X**) be provided at closing.

Condition of Title. At the closing, the premises shall be conveyed with good, marketable and insurable fee simple title subject to the following:

- (a) Taxes: Real Estate taxes for the current year and future years;
- (b) Easements and Right-of-Way: Easements and right-of-way of record or as would be shown by a current survey; provided, however, Seller warrants that said easements and right-of-way do not materially affect the premises or unreasonably interfere with purchaser's intended use;
- (c) Restrictions of record.

Possession. Possession of said premises will be given to the Purchaser on the day of the closing.

Default. If the Purchaser shall default under this agreement, the Seller shall have the option of suing for damages including but not limited to reasonable attorney's fees or rescinding this contract. The earnest money shall be paid to the Seller. Upon default by the Seller, the Purchaser shall have the option of suing for damages or specific performance, or rescinding this contract. Upon default by the Seller, if the Purchaser elects to rescind this agreement, the purchaser will be refunded all sums paid hereunder.

Other Terms: The following assistance is being provided to the Buyer as part of HUD's guidelines of affordable mortgage lending.

(a) At closing, The City will pay on behalf of the Buyer up to **Three Thousand Five Hundred and No/100 (\$3,500.00)** Dollars to be used exclusively to pay for Buyer's closing cost.

Effect of Contract. The parties hereto further agree that this written contract expresses the entire agreement between the parties, and that there is no other agreement, oral or otherwise, modifying the terms hereunder.

Binding Contract. This contract shall be binding on both parties, their principals, heirs, personal representatives, successors and assigns as state law permits.

Disbursing Agent. It is agreed by both parties that all money paid under the contract shall pass through the hands of the **Thomas Law Firm, LLC**, and he/she shall act as disbursing agent for both parties hereto.

Extension Agreement. Time is of the essence; however, if the transaction is not closed within the stipulated time limits of this contract, then both parties agree to extend said contract for a period not to exceed fifteen (15) days from the date designated for original closing.

Cashier's check. Purchaser must have a cashier's check, or certified funds when completing this transaction.

Commissions. None.

SIGNATURES BELOW SIGNIFY ACCEPTANCE OF ALL TERMS AND CONDITIONS STATE HEREIN.

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF:

WITNESS

PURCHASER Zellie Scott
Date _____

WITNESS

SELLER
City of Columbia, SC
By: Teresa B. Wilson
Its: City Manager
Date: _____

APPROVED AS TO FORM

[Signature]
Local Government Law Center, Inc.



We Are Columbia

MEETING DATE: October 15, 2019

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ANNEXATION, INTERIM COMPREHENSIVE PLAN MAP
AMENDMENT, AND INTERIM ZONING MAP
AMENDMENT 121 and 141 Sparkleberry Crossing Road;
TMS# 25705-07-28

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

Ordinance No.: 2019-077 Annexing 121 Sparkleberry Crossing Road and 141 Sparkleberry Crossing Road, Richland County TMS #25705-07-28

Council District: 4

Proposal: Request to annex, assign interim land use classification of Regional Activity Corridor (AC-3) and assign interim zoning of General Commercial (C-3). The property is currently classified as Mixed Use Corridor and zoned General Commercial (GC) by Richland County.

Applicant: Arthur State Bank

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

PC Recommendation: 09/09/2019; Annex, Assign Interim Land Use & Interim Zoning Approval (7-0)

First reading approval was given on October 1, 2019

ATTACHMENTS:

- **#a:** ANNEX-2019-0014-121_141SparkleberryCrossingDr_Council (PDF)
- **#b:** 2019-077 annex 121 and 141 Sparkleberry Crossing Road (PDF)

HISTORY:

10/01/19

Columbia City Council

APPROVED ON FIRST READING.



CITY COUNCIL

October 1, 2019 at 5:15pm

City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

ANNEXATION, INTERIM COMPREHENSIVE PLAN MAP AMENDMENT, AND INTERIM ZONING MAP AMENDMENT CASE SUMMARY 121 and 141 Sparkleberry Crossing Road; TMS# 25705-07-28

Council District:	4	
Proposal:	Request to annex, assign interim land use classification of Regional Activity Corridor (AC-3) and assign interim zoning of General Commercial (C-3). The property is currently classified as Mixed Use Corridor and zoned General Commercial (GC) by Richland County.	
Applicant:	Arthur State Bank	
Staff Recommendation:	Annex, Assign Interim Land Use and Interim Zoning	APPROVE
PC Recommendation:	09/09/2019; Annex, Assign Interim Land Use & Interim Zoning	Approval (7-0)
Annexation, 1 st Reading:	10/01/19: Annex, Assign Interim Land Use and Interim Zoning	PENDING
Annexation, 2 nd Reading:	10/15/19: Annex, Assign Interim Land Use and Interim Zoning	PENDING
Comp Plan Amendment: 1 st Reading	11/19/19: Confirmation of Land Use Classification	PENDING
Comp Plan Amendment: 2 nd Reading	12/03/19: Confirmation of Land Use Classification	PENDING
Map Amendment: 1 st Reading	11/19/19: Zoning Confirmation	PENDING
Map Amendment: 2 nd Reading	12/03/19: Zoning Confirmation	PENDING

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 1.46 acres
Current Use: Commercial (Bank/Professional Offices)
Proposed Use: Commercial (Bank/Professional Offices)
Reason for Annexation: Municipal Services
Urban Service Area: Primary Area
Current County Land Use: Mixed Use Corridor
Proposed Interim City Land Use: Regional Activity Corridor (AC-3)
Current County Zoning: General Commercial (GC)
Proposed Interim City Zoning: General Commercial (C-3)
Census Tract: 114.14

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property.

Police

We find that the proposed annexation may result in an increased number of calls for services and will cost the CPD approximately **\$4,300** annually to provide service for this existing mixed commercial building based upon current calls for service for similar properties within the City of Columbia.

Fire

The proposed annexation **will not result in additional costs or impact services** being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

Solid Waste

There is **no anticipated additional cost** for the property under consideration for annexation, as solid waste service is not provided to this type of property.

Engineering

Because water lines currently exist in this area, the Utilities and Engineering Division **will not incur any costs** associated with this annexation. Sewer service is provided by Palmetto Utilities.

Water Customer Care

Water service rates are **reduced by approximately 40%** for in-city customers compared to out-of-city customers. This is outside of the City of Columbia sewer service area.

Planning & Development Services

We recommend annexation of this property, located within a primary area as designated in the Urban Service Area plan. Based upon the current taxable value of this existing multi-tenant commercial building, **the annual real estate tax revenue generated will be approximately \$9,800**. Revenue would also be generated through Business License fees to the businesses on the property.

* Estimated City Tax Revenue is based on 2018 millage for real property and calculated as: (((Tax Value*Tax Rate)*City Millage Rate (.0981))-(Tax Value*Local Option Sales Tax Rebate (.002142))).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject parcel is in a “Primary Area” as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and “islands” of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Primary areas are made up of land contiguous to the City where services are available and the infrastructure is generally good. These services include fire, police, sanitation, and utilities. Primary areas are intended to indicate that, barring unanticipated circumstances, annexation is recommended and should be actively pursued.

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The proposed future land use for the subject property is Regional Activity Corridor (AC-3) in The Columbia Plan 2018 Future Land Use Map. The property is currently assigned a future land use of Mixed Use Corridor by Richland County.

Regional Activity Corridors are a linear extension of a Regional Activity Center. They contain nearly identical building types and uses to a Regional Activity Center; the primary difference is the configuration of the lots and the lack of an internal subdivision or street network. Uses are built on frontage lots along principal arterial roadways. Their market or services radius may be up to 20 miles, and they typically consist of a variety of commercial and service uses.

Primary Types

- Multi-family Small to Medium Mixed-use (High-rises may be appropriate in some locations)
- Small to Extra Large Business/Employment (excl. Flex)

Secondary Types

- Small to Large Flex
- Civic/Institutional
- Multi-family Small to High-rise
- Parking Structures

Tertiary Types

- Single-family Attached
- Cemeteries & Mausoleums
- Parking Lots

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is not located within a study area of a neighborhood, small area, community, or corridor plan adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned GC by Richland County. Surrounding parcels within the City of Columbia are currently zoned General Commercial District (C-3) to the West and South. Surrounding parcels in unincorporated Richland County are currently zoned GC to the North and RS-LD to the East.

The proposed interim City of Columbia zoning district is General Commercial District (C-3).

General Commercial District (C-3)

The C-3 district is intended to accommodate a variety of general commercial and nonresidential uses characterized primarily by retail, office and service establishments and oriented primarily to major traffic arteries or extensive areas of predominantly commercial usage and characteristics. Certain related structures and uses are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this article. It is not the intent of this article to encourage the development of long, narrow strips of commercial development fronting on major arteries, often referred to as strip commercial areas. Such development is often incompatible with adjacent uses and may lead to the eventual formation of commercial slums, damage the traffic-carrying capacities of streets, increase congestion, lead to depreciation of property values in adjacent areas, encourage undue dispersion of commercial facilities to the inconvenience of the public, and create disproportionate costs in the provision of governmental services.

STAFF RECOMMENDATION

Staff recommends City Council annex the property and assign interim future land use classification of Regional Activity Corridor (AC-3) at the time of annexation.

Staff recommends City Council assign interim zoning of General Commercial District (C-3) at the time of annexation.



Future Land Use Map

121 and 141 Sparkleberry Crossing Road, TMS# 25
Current FLU: Mixed Use Corridor, Proposed Interim FLU: AC-3

23.a

Department of Planning & Development Services

Legend

 CITY LIMITS
 PARCELS

UCMR-1 - Urban Core Mixed Residential-1
UCMR-2 - Urban Core Mixed Residential-2
UCMR-3 - Urban Core Mixed Residential-3
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

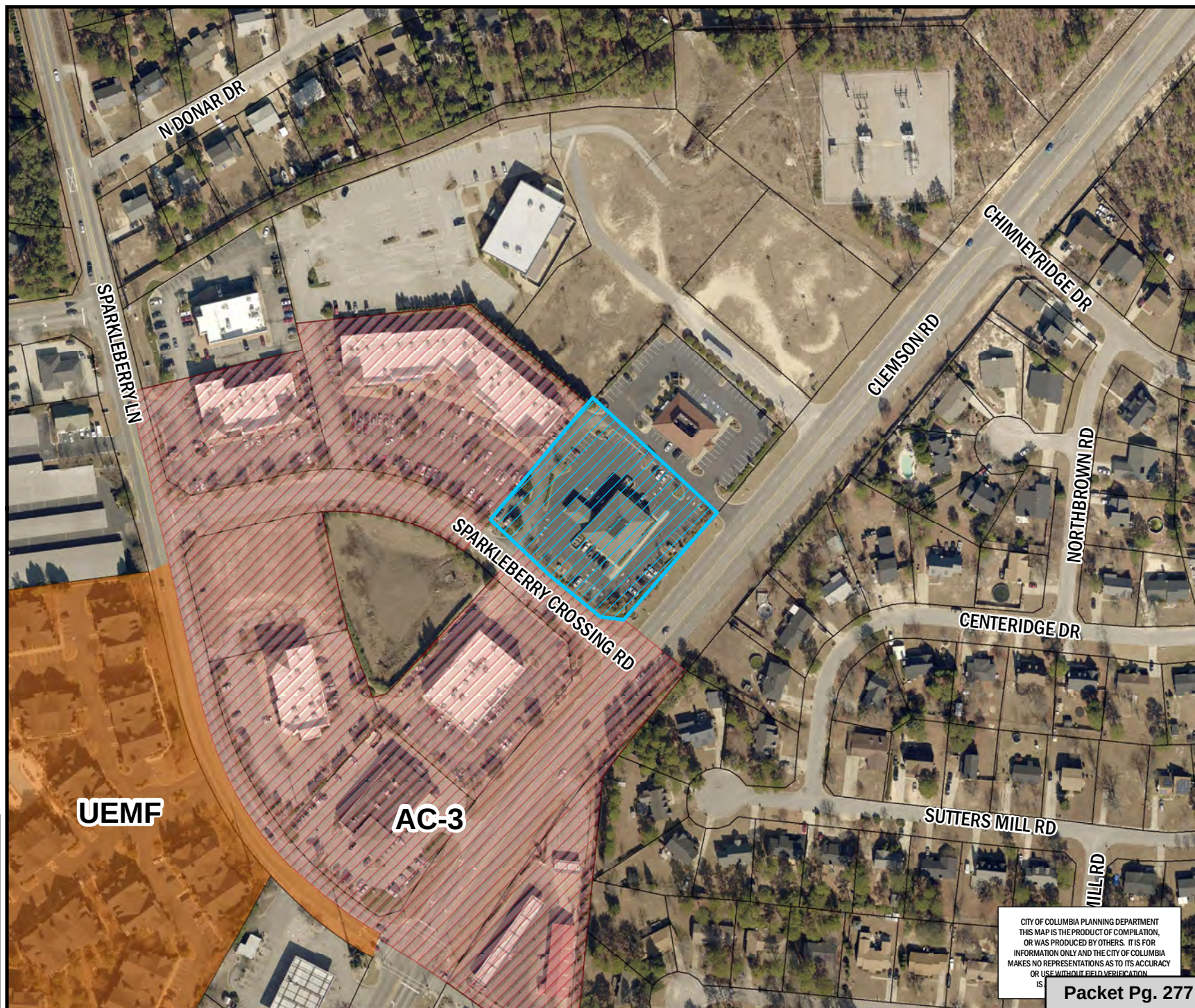


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Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
July 29, 2019



We Are Columbia



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** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning &
Development Services

121 and 141 Sparkleberry Crossing Road, TMS# 257
Current Zoning: GC, Proposed Interim Zoning: C-3

23.a

Legend

PARCELS

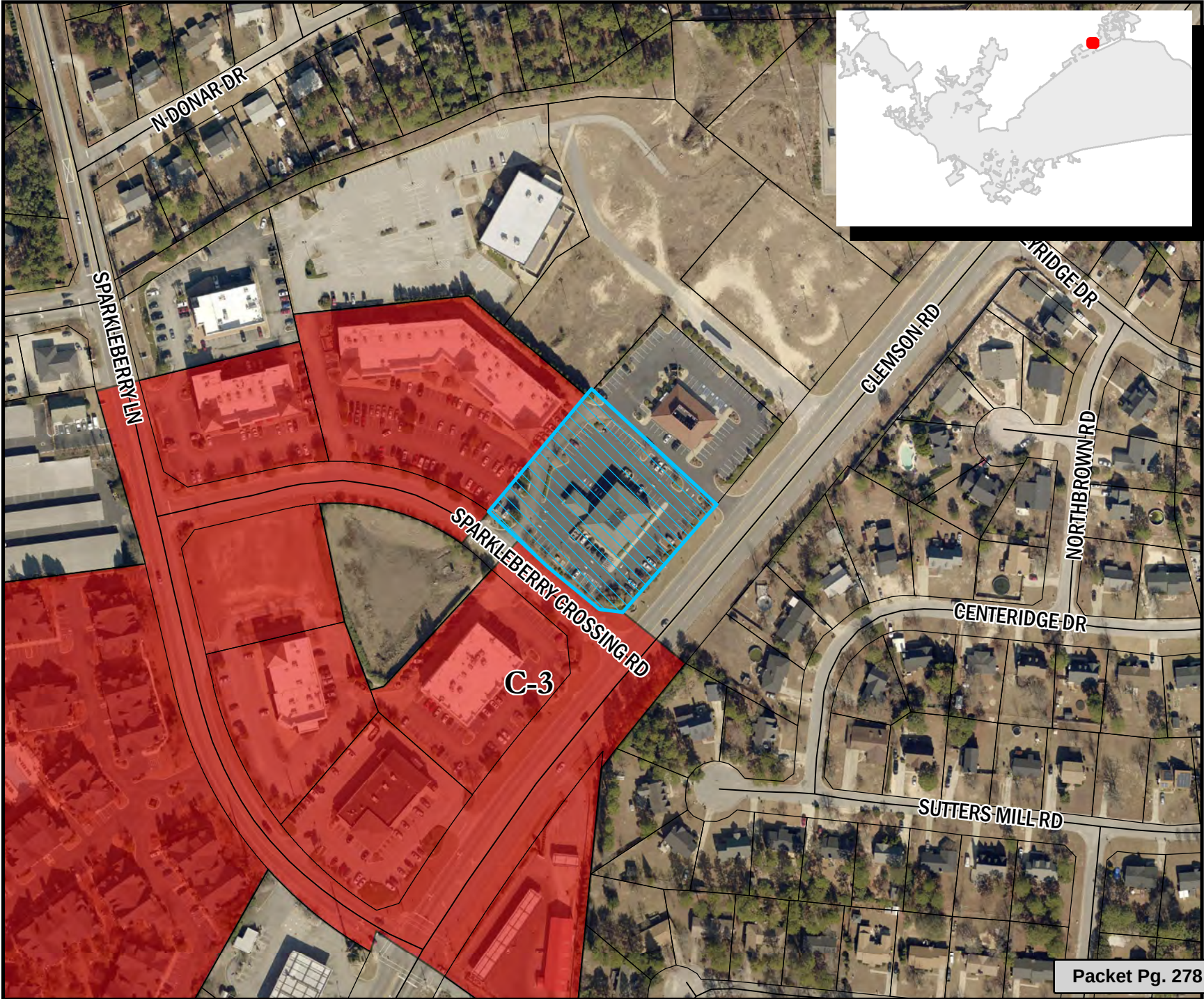
D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	

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ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
July 29, 2019

DISCLAIMER:
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ORDINANCE NO.: 2019-077

*Annexing 121 Sparkleberry Crossing Road and 141 Sparkleberry Crossing Road,
Richland County TMS #25705-07-28*

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Ann. Sec. 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2019, that the property described herein is hereby annexed to and becomes a part of the City of Columbia effective immediately. This property shall be assigned interim zoning of General Commercial District (C-3), apportioned to City Council District 4, Census Tract 114.14, contains 1.46 acres, and shall be assigned an interim land use classification of Regional Activity Corridor (AC-3).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 25705-07-28

Also included in the territory hereby annexed are all contiguous portions of all public rights of way, streets and highways.

Requested by:

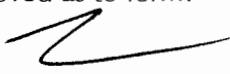
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:



City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2019-077

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, being shown and designated as Lot 6 on a plat prepared for Sparkleberry Investments, LLC by W.K. Dickson, Engineers, Planners, Surveyors (Russell H. Wright PSC #17934) dated October 18, 2001 and recorded in Richland County ROD Plat Book 589, page 1926, and having such metes, bounds, courses and distances as shown on said plat, reference to which is had as if set forth in extensor.

MEMORANDUM

Office of the City Manager

TO: Department Heads
 FROM: Teresa Wilson, City Manager
 DATE: July 29, 2019
 RE: **Property Address:** 121 and 141 Sparkleberry Crossing Road
Richland County TMS#: 25705-07-28
Owner(s): Arthur State Bank
Current Use: Commercial (Bank/Professional Offices)
Proposed Use: Commercial (Bank/Professional Offices)
Current County Land Use: Mixed Use Corridor
Proposed City Land Use: Regional Activity Corridor (AC-3)
Current County Zoning: General Commercial (GC)
Proposed City Zoning: General Commercial (C-3)
Reason for Annexation: Municipal Services; Primary Area
City Council District: 4
Census Tract: 114.14

The Planning & Development Services advises that the above referenced property has been offered for annexation. Attached, please find a map or drawing reflecting the property. You are directed to forward your comments and/or recommendations regarding the issue of whether to annex or not to Planning & Development Services. Planning & Development Services will compile your comments for City Council consideration.

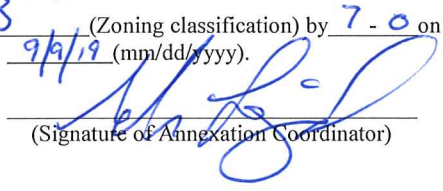
Planning & Development Services staff will see to it that this matter is placed on the **September 9, 2019** Planning Commission's agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

/atl
 Attachments

cc:	Clint Shealy, Assistant City Manager Jeff Palen, Assistant City Manager/CFO Aubrey Jenkins, Fire Chief Joseph Jacob, Director, Utility Operations Robert Anderson, Public Works Director Krista Hampton, Planning & Development Services Lakesha Shannon, Business License Administrator Greg Williams, Deputy Business License Administrator Angela Adams, Customer Care Administrator Jerry Thompson, Building Official Michelle Brazell, Engineering Denny Daniels, Engineering Police Planning & Research Alfreda Tindal, Richland Co. 911 Addressing Coordinator	Missy Gentry, Assistant City Manager Teresa Knox, City Attorney William Holbrook, Police Chief Dana Higgins, Director, Engineering Jan Alonso, Finance Director Gloria Saaed, Community Development Director George Adams, Fire Marshal Rachel Bailey, Zoning Administrator Jacquelyn Richburg, Columbia-Richland 911 David Hatcher, Housing Official Richland County Solid Waste Collection John Fellows, Planning Administrator Tori Salvant, Dev. Center Administrator
-----	--	---

Planning Commission Land Use Recommendation: AC-3 (Land Use classification) by 7 - 0 on 9/9/19 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: C-3 (Zoning classification) by 7 - 0 on 9/9/19 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)



Future Land Use Map

121 and 141 Sparkleberry Crossing Road, TMS# 25 **23.b**
Current FLU: Mixed Use Corridor, Proposed FLU: AC-3

Department of Planning & Development Services

Legend

-  CITY LIMITS
-  PARCELS
-  UCMR-1 - Urban Core Mixed Residential-1
-  UCMR-2 - Urban Core Mixed Residential-2
-  UCMR-3 - Urban Core Mixed Residential-3
-  UEMR - Urban Edge Mixed Residential
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-  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
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-  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



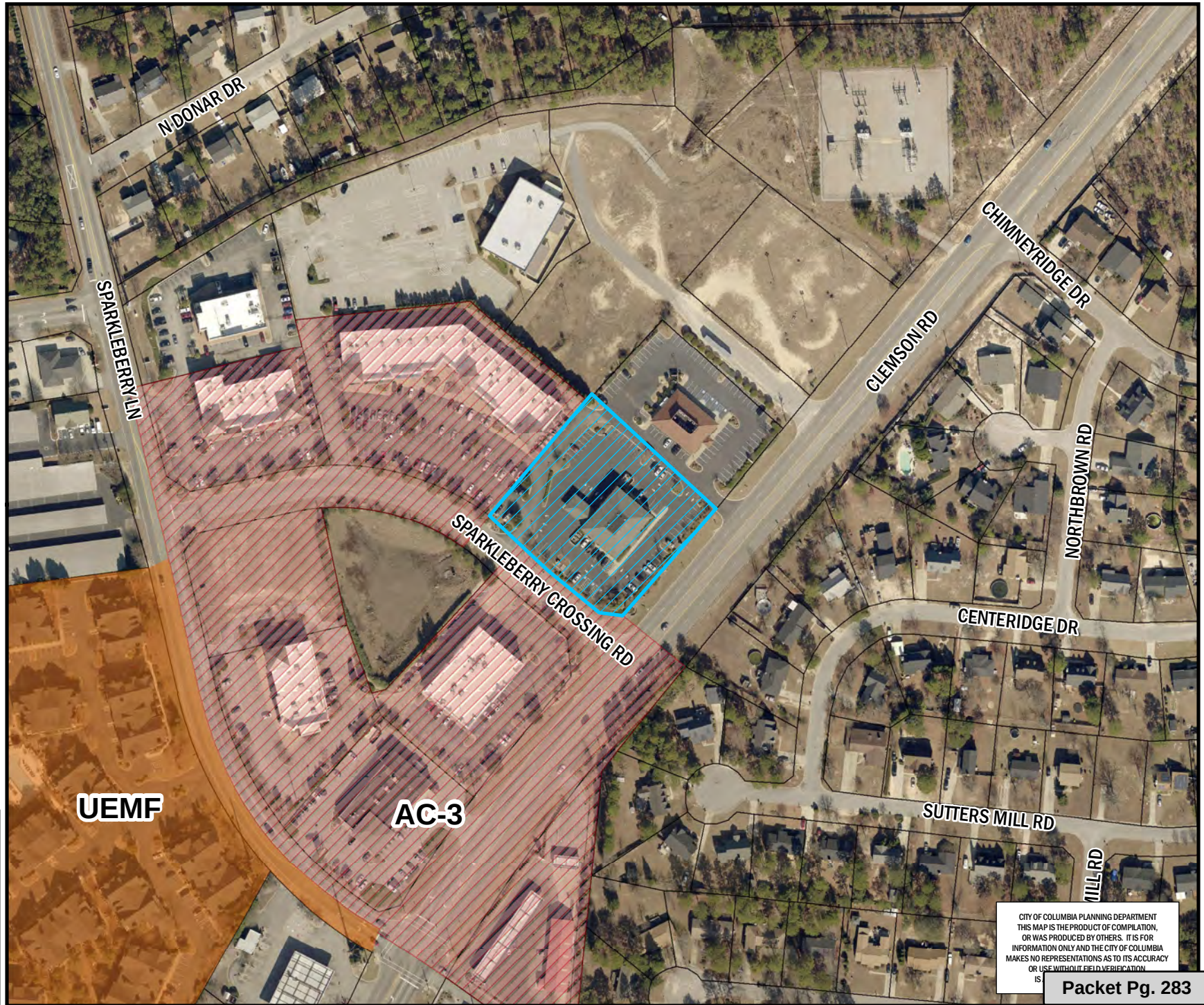
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ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
July 29, 2019



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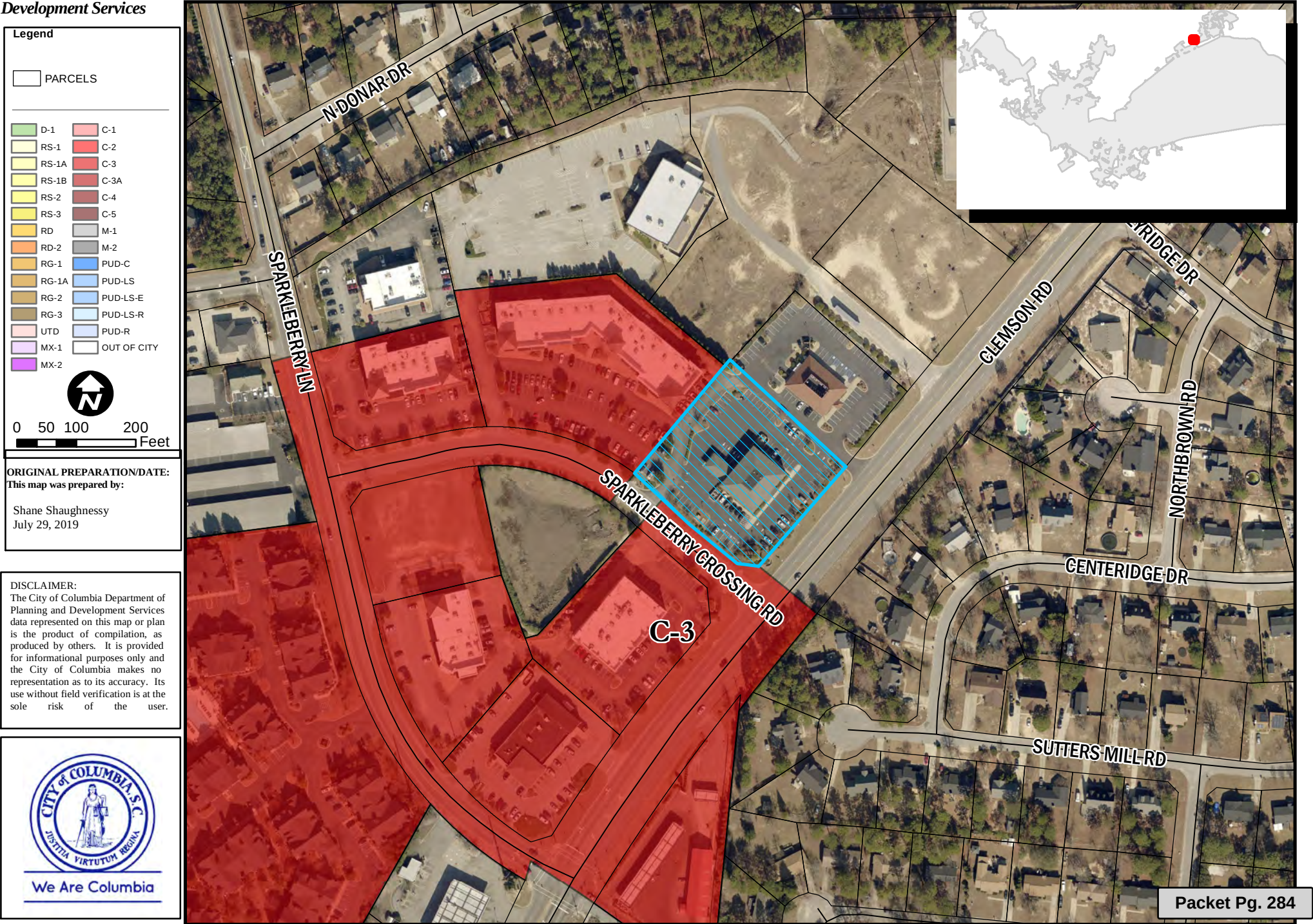
** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning &
Development Services

121 and 141 Sparkleberry Crossing Road, TMS# 257
Current Zoning: GC, Proposed Zoning: C-3

23.b



STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) PETITION FOR ANNEXATION

The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: ALL that certain piece, parcel or lot of land, with the improvements thereon (if any), situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, being shown and designated as Lot 6 on a plat prepared for Sparkleberry Investments, LLC by W.K. Dickson, Engineers, Planners, Surveyors (Russell H. Wright PSC #17934) dated October 18, 2001 and recorded in Richland County ROD Plat Book 589, page 1926, and having such metes, bounds, courses and distances as shown on said plat, reference to which is had as if set forth in extensor.

Richland County TMS: 25705-07-28

Property Addresses: 121 Sparkleberry Crossing Road and 141 Sparkleberry Crossing Road

Arthur State Bank

BY:

Daniel O. Cook, Jr.

Date:

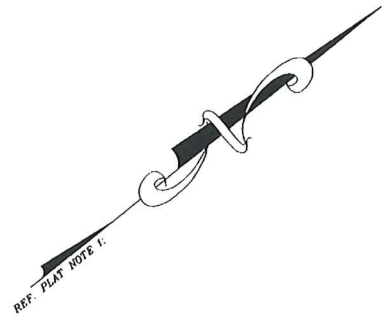
7-23-2019

Daniel O. Cook, Jr.

ITS:

CEO + CFO, COO

(Print or Type Name)



LOT SUMMARY

PARENT TMS # 25705-15,18,19 & 21
EXISTING LAND USE = IDE
PROPOSED LAND USE = COMMERCIAL
TOTAL AREA = 19.03 ACRES
PALMETTO UTILITIES SANITARY SEWER EASEMENT = 15'
CITY OF COLUMBIA WATER LINE EASEMENT = 10'
RICHLAND COUNTY STORM DRAINAGE EASEMENT = 12'
MINIMUM LOT AREA PROVIDED = 34,872 S.F.
MINIMUM LOT WIDTH PROVIDED = 115.65'
AVERAGE LOT AREA PROVIDED = 86,444 S.F.
WIDTH OF RIGHT-OF-WAY = 66'
LENGTH OF NEW STREET = 791.71'
AREA OF STREET RIGHT-OF-WAY = 1.19 ACRES

DEVELOPER:

SPARKLEBERRY INVESTMENTS, LLC
c/o MR. DAVID ORR
6862 PHILLIPS PLACE CT
CHARLOTTE, NC 28210
FAX: (803) 786-5464

REFERENCES:

1. PLAT PREPARED FOR SPARKLEBERRY CENTER, JOINT VENTURE PARTNERSHIP AND SPARKLEBERRY LAND, JOINT VENTURE PARTNERSHIP, BY UNITED DESIGN SERVICES, INC. DATED APRIL 25, 1988, RECORDED IN PLAT BOOK 52, AT PAGE 5863.
2. BOUNDARY AND TOPOGRAPHIC SURVEY PREPARED FOR K & G, LLC, FIRST AMERICAN TITLE INSURANCE COMPANY & SOUTHWEST BANK OF GEORGIA BY B.P. BARBER & ASSOCIATES, INC. DATED SEPTEMBER 5, 1996, LAST REVISED JANUARY 24, 1997, RECORDED IN PLAT BOOK 56, AT PAGE 7183.
3. BOUNDARY SURVEY PREPARED FOR K & G #101, LLC, FIRST AMERICAN TITLE INSURANCE COMPANY & SOUTHWEST BANK OF GEORGIA BY W.K. DICKSON DATED FEBRUARY 12, 1997, RECORDED IN PLAT BOOK 56, PAGE 7405.
4. ALTA/ASCM LAND TITLE SURVEY PREPARED FOR K & G #101, LLC, FIRST UNION NATIONAL BANK, FIRST AMERICAN TITLE INSURANCE COMPANY & CAROLINA SWINE FARMS, INC. BY W.K. DICKSON, DATED JULY 31, 1997, RECORDED IN PLAT BOOK 56, PAGE 7405.
5. ALTA/ASCM LAND TITLE SURVEY PREPARED FOR REAL ESTATE INNOVATIONS, LLC, CRESCENT RESOURCES, INC., FIRST AMERICAN TITLE INSURANCE COMPANY, CHICAGO TITLE INSURANCE COMPANY, BY W.K. DICKSON, DATED DECEMBER 13, 1999.

THE FOLLOWING EASEMENTS AFFECT THE SUBJECT PROPERTY BUT CAN NOT BE SHOWN

- REF. D.B. 737, PG. 118 - 125 & D.B. 751, PG. 248
REF. D.B. 471, PG. 749
REF. D.B. 933, PG. 52, D.B. 933, PG. 55
D.B. 1367, P.G. 489 & D.B. 933, PG. 58

NOTES:

1. THIS LOT IS NOT LOCATED IN A FLOOD HAZARD ZONE ACCORDING TO F.H.M. 45079C 0110 G, DATED JANUARY 19, 1994.
2. BOUNDARY SURVEY IS BASED ON EXISTING PHYSICAL EVIDENCE AND EXISTING CONDITIONS OBSERVED ON THE DATE OF THE SURVEY.
3. PROPERTY MAY BE SUBJECT TO RECORDED OR UNRECORDED EASEMENTS, RESTRICTIONS AND OR RIGHT OF WAY NOT OBSERVED.
4. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE EXAMINATION BY AN ATTORNEY.
5. THIS PROPERTY IS ZONED "C-3" EXCEPT AS NOTED.
6. RB = REBAR
IPF = IRON PIPE FOUND
IPS = IRON PIPE SET
7. PARENT TMS # 25705-15,18,19 & 21.
8. EASEMENT LOCATIONS SHOWN ARE APPROXIMATE.
9. LOCATIONS OF UNDERGROUND UTILITIES NOT SHOWN, ARE UNKNOWN.
10. INDIVIDUAL POWER POLES, GUY WIRES AND POWER LINES MAY BE SUBJECT TO EASEMENTS.

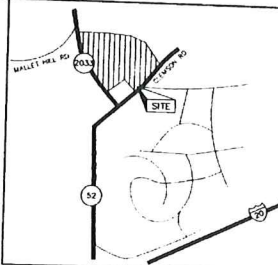
I HEREBY STATE THAT TO THE PLAN SHOWN AND DESCRIBED HEREIN IS A TRUE AND CORRECT SURVEY TO THE ACCURACY REQUIRED BY THE RICHLAND COUNTY SUBDIVISION REGULATIONS AND THE MONUMENTS SHOWN HAVE BEEN PLACED TO THE SPECIFICATIONS SET FORTH IN THOSE REGULATIONS.

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL, FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

RUSSELL H. WRIGHT
S.C. PROFESSIONAL LAND SURVEYOR NO. 17934
NOVEMBER 9, 2001

LINE	BEARING	LENGTH
L1	S39°11'21"W	65.16
L2	N39°11'21"E	118.51
L3	S39°09'55"W	32.35
L4	N84°10'48"E	80.00
L5	S05°48'39"E	60.01
L6	S50°48'39"E	42.37
L7	S58°42'28"E	35.36
L8	N31°05'34"E	35.36
L9	N13°54'28"W	49.91
L10	N84°11'21"W	23.61
L11	N21°28'53"W	36.35
L12	N58°07'14"W	85.99

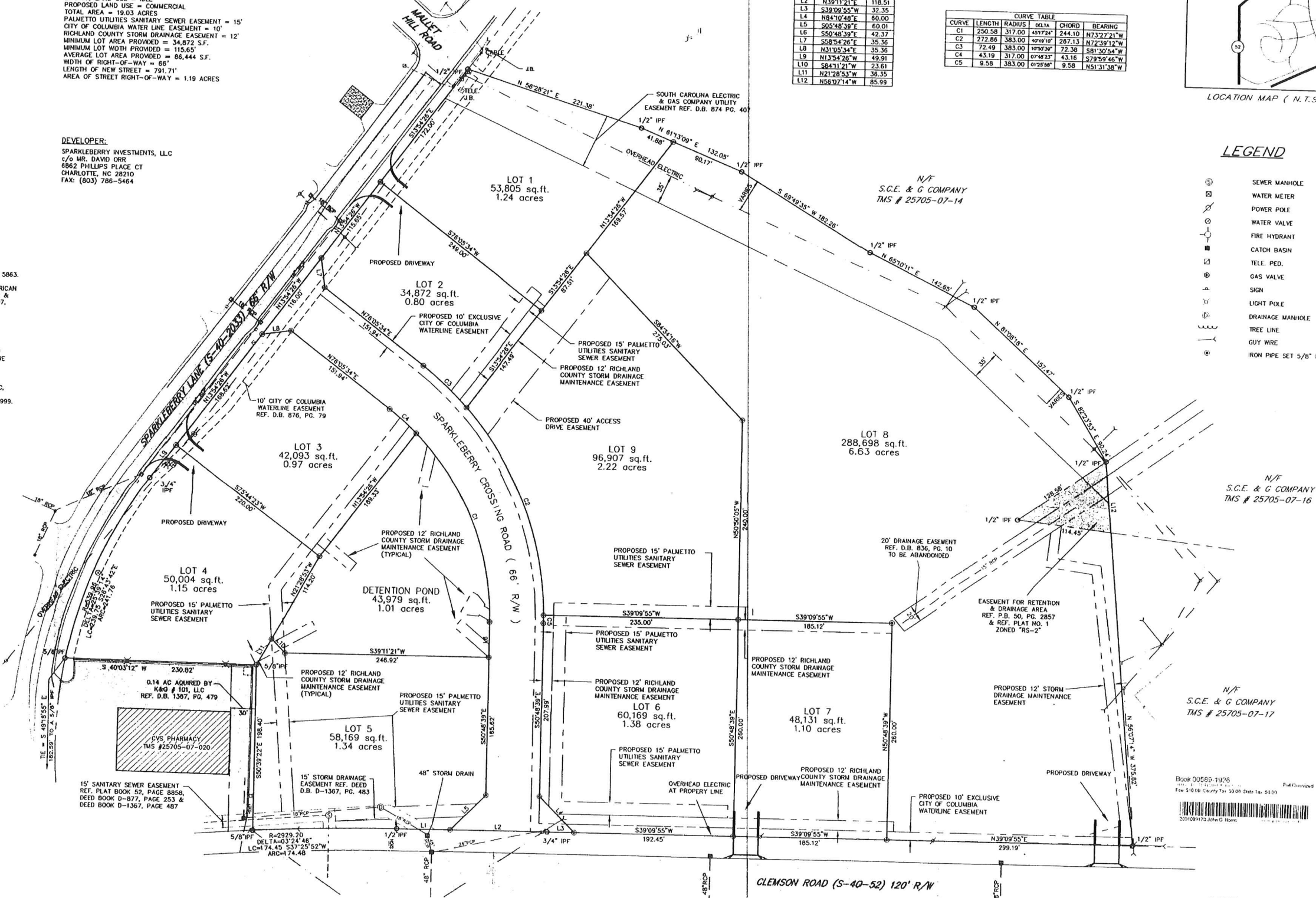
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	250.58	317.00	45°17'24"	244.10	N73°27'21"W
C2	272.86	383.00	40°49'10"	267.13	N72°39'12"W
C3	72.49	383.00	10°52'24"	72.38	S80°50'54"W
C4	43.19	317.00	07°48'23"	43.16	S79°59'46"W
C5	9.58	383.00	01°25'58"	9.58	N51°31'38"W



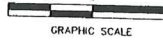
LOCATION MAP (N.T.S.)

LEGEND

- SEWER MANHOLE
- WATER METER
- POWER POLE
- WATER VALVE
- FIRE HYDRANT
- CATCH BASIN
- TELE. PED.
- GAS VALVE
- SIGN
- LIGHT POLE
- DRAINAGE MANHOLE
- TREE LINE
- GUY WIRE
- IRON PIPE SET 5/8" REBAR



Richland County, South Carolina
Approved For Recording
Date: 11/13/01 3D-02-10
Cpl D. Gossline, AICP
Land Dvlpmnt. Admin.



REV. NO.	DESCRIPTION	DATE
1	ADDED PROPOSED EASEMENTS	11/5/01
	REVISIONS	

PROJECT MANAGER
RHW

DESIGNED BY
WHD

APPROVED BY
RHW

FILE NO.
900787.DWG

DRAWING SCALE
1" = 60'

PROJECT DATE
10/10/01

PROJECT NUMBER
900787.35

PLAT DATE

WK DICKSON
Engineers
Planners
Surveyors

301 COMMERCE DRIVE, NE
COLUMBIA, S.C. 29223
(803) 766-4261

RELEASED FOR
APPROVALS
BIDDING
CONSTRUCTION
RECORD DWS.

DATE

PREPARED FOR
SPARKLEBERRY INVESTMENTS, LLC
NEAR COLUMBIA, RICHLAND COUNTY, SOUTH CAROLINA

BONDED PLAT
OF
SPARKLEBERRY CROSSING



We Are Columbia

MEETING DATE: October 15, 2019

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ANNEXATION, INTERIM COMPREHENSIVE PLAN MAP
AMENDMENT, AND INTERIM ZONING MAP
AMENDMENT 4624, 4628, and 4830 Devine Street; TMS#
13810-03-07

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

Ordinance No.: 2019-076 Annexing 4624, 4628, and 4830 Devine Street, Richland County TMS #13810-03-07

Council District: 3

Proposal: Request to annex, assign interim land use classification of Urban Core Community Activity Center (UCAC-2) and assign interim zoning of General Commercial District, -Flood Protective Area (C-3, -FP). The property is currently classified as Mixed Use Corridor and zoned General Commercial (GC) by Richland County.

Applicant: Palmstar C4 Devine, LLC / CCWC Columbia 1, LLC

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

PC Recommendation: 09/09/2019; Annex, Assign Interim Land Use & Interim Zoning Approval (7-0)

First reading approval was given on October 1, 2019

ATTACHMENTS:

- **#a:** ANNEX-2019-0016_DevineSt_Council (PDF)
- **#b:** 2019-076 annex 4624 2628 and 4830 Devine (PDF)

HISTORY:

10/01/19

Columbia City Council

APPROVED ON FIRST READING.



CITY COUNCIL

October 1, 2019 at 5:15pm

City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

ANNEXATION, INTERIM COMPREHENSIVE PLAN MAP AMENDMENT, AND INTERIM ZONING MAP AMENDMENT CASE SUMMARY 4624, 4628, and 4830 Devine Street; TMS# 13810-03-07

Council District:	3	
Proposal:	Request to annex, assign interim land use classification of Urban Core Community Activity Center (UCAC-2) and assign interim zoning of General Commercial District, -Flood Protective Area (C-3, -FP). The property is currently classified as Mixed Use Corridor and zoned General Commercial (GC) by Richland County.	
Applicant:	Palmstar C4 Devine, LLC / CCWC Columbia 1, LLC	
Staff Recommendation:	Annex, Assign Interim Land Use and Interim Zoning	APPROVE
PC Recommendation:	09/09/2019; Annex, Assign Interim Land Use & Interim Zoning	Approval (7-0)
Annexation, 1 st Reading:	10/01/19: Annex, Assign Interim Land Use and Interim Zoning	PENDING
Annexation, 2 nd Reading:	10/15/19: Annex, Assign Interim Land Use and Interim Zoning	PENDING
Comp Plan Amendment: 1 st Reading	11/19/19: Confirmation of Land Use Classification	PENDING
Comp Plan Amendment: 2 nd Reading	12/03/19: Confirmation of Land Use Classification	PENDING
Map Amendment: 1 st Reading	11/19/19: Zoning Confirmation	PENDING
Map Amendment: 2 nd Reading	12/03/19: Zoning Confirmation	PENDING

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: Approx. 0.77 acre

Current Use: Vacant

Proposed Use: Commercial

Reason for Annexation: Municipal Services

Urban Service Area: Donut Hole

Current County Land Use: Mixed Use Corridor

Proposed Interim City Land Use: Urban Core Community Activity Center (UCAC-2)

Current County Zoning: General Commercial (GC)

Proposed Interim City Zoning: General Commercial in a Flood Protective Area (C-3, -FP)

Census Tract: 26.04

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property.

Police

We find that, if developed, the proposed annexation may result in an increased number of calls for services and will cost the CPD **approximately \$2,300 annually** to provide service for this property based upon current calls for service for

similar properties within the City of Columbia. If the property is not redeveloped, the effect on the number of calls for service would be negligible.

Fire

The proposed annexation **will not result in additional costs or impact services** being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

Solid Waste

There is **no anticipated additional cost** for the property under consideration for annexation, as solid waste service is not generally provided to this type of property.

Engineering

Because water and sewer lines currently exist in this area, the Utilities and Engineering Division **will not incur any costs** associated with this annexation.

Water Customer Care

Water service rates are **reduced by approximately 40%** for in-city customers compared to out-of-city customers.

Planning & Development Services

We recommend annexation of this property, a vacant single-parcel “donut hole” as designated in the Urban Service Area plan and otherwise surrounded by the City of Columbia. **At the current taxable value of the land, the annual real estate tax revenue generated would be approximately \$1,000.** However, **if redeveloped**, the annual real estate tax revenue is **estimated at approximately \$3,000 - \$4,000 a year** based on similar-sized commercial property in the vicinity.

* Estimated City Tax Revenue is based on 2018 millage for real property and calculated as: (((Tax Value*Tax Rate)*City Millage Rate (.0981))-(Tax Value*Local Option Sales Tax Rebate (.002142))).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject parcel is in a “Donut Hole” as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and “islands” of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Donut Holes are unincorporated areas that are completely surrounded by the City of Columbia and/or another municipality. These areas pose a number of challenges to the City that can be addressed through annexation. They can often cause inefficiencies in the delivery of services due to confusion about jurisdiction. Also, if the land is in a jurisdiction with a different approach to code enforcement, these areas can negatively impact the quality of life for adjacent City residents. Such inefficiencies and the costs to taxpayers are germane to City and County property both, which results in a greater impact to City residents since they pay City and County taxes.

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property is Urban Core Community Activity Center (UCAC-2); the property is currently classified as Mixed Use Corridor by Richland County.

Urban Core Community Activity Centers are medium scale collections of primarily business uses, developed within the urban grid of Columbia’s neighborhoods. They are destination locations that serve an area of about a three- to five-mile radius or drive distance. These centers often occupy several city blocks (within a neighborhood) and include several dozen businesses and multi-family or mixed use buildings. The destination nature of these centers means significant demand for transit facilities and parking. Their scale and architecture are

larger than most of the surrounding single-family homes. They may be found as nodes in Urban Core mixed Residential neighborhoods, or in lower intensity within Urban Core Residential neighborhoods.

Primary Types:

- Small and Medium Format Business/Employment (excl. Flex)
- Multi-family Small and Medium Mixed-use

Secondary Types:

- Multi-family Small or Medium

Tertiary Types:

- Civic/Institutional
- Single-family Attached
- Large Format Business/Employment (excl. Flex)
- Cemeteries & Mausoleums
- Parking Structures & Lots

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is located within the study area of the Devine Street / Fort Jackson Boulevard Commercial Node Plan (2014). The Plan delineated a land use concept of Neighborhood Mixed Use for the subject property (pg. 10), which “is intended to encourage the development of a pedestrian-friendly core of retail, office, civic and recreational uses to support nearby residents” (pg. 11). The plan further notes that “development within [this] area should promote a safe and walkable environment while providing a sensitive transition between higher intensity uses and neighborhood residences” (pg. 11). The subject property is part of the Gills Creek Subarea Redevelopment Concept Plan (pg. 18). The plan notes that “the area north of Rosewood Drive adjacent to the Bi-Lo site is envisioned as an area for passive recreation including a location for a kayak or canoe drop-in.. In addition, over time, as existing uses reach their useful life, existing buildings which today are currently either partially or wholly built in the floodplain, could be reused as community centers or be demolished and converted into public plazas anchoring each distinct section of the greenway” (pg. 19). The plan focuses on the need for pedestrian-oriented enhancements, quality community design, and streetscaping to promote safety and improve aesthetics in the area (pgs. 19 & 25). The plan also proposes a new street connection and a major pedestrian path along the subject property, which would connect Crowson Road to East Chapel Drive (pgs. 28 & 32).

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned General Commercial (GC) by Richland County. Surrounding parcels within the City of Columbia are currently zoned General Commercial District, -Flood Protective Area (C-3, -FP).

The proposed City of Columbia zoning district is General Commercial District, -Flood Protective Area (C-3, -FP).

General Commercial District (C-3)

The C-3 district is intended to accommodate a variety of general commercial and nonresidential uses characterized primarily by retail, office and service establishments and oriented primarily to major traffic arteries or extensive areas of predominantly commercial usage and characteristics. Certain related structures and uses are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this article. It is not the intent of this article to encourage the development of long, narrow strips of commercial development fronting on major arteries, often referred to as strip commercial areas. Such development is often incompatible with adjacent uses and may lead to the eventual formation of commercial slums, damage the traffic-carrying capacities of streets, increase congestion, lead to depreciation of property values in adjacent areas, encourage undue dispersion of commercial facilities to the inconvenience of the public, and create disproportionate costs in the provision of governmental services.

STAFF RECOMMENDATION

Staff recommends City Council annex the property and assign interim future land use classification of Urban Core Community Activity Center (UCAC-2) at the time of annexation.

Staff recommends City Council assign interim zoning of General Commercial District, -Flood Protective Area (C-3, -FP).



Future Land Use Map

4624, 4628, and 4830 Devine Street, TMS# 13810-24.a
Current FLU: Mixed Use Corridor, Proposed FLU: UCAC-2

Department of Planning & Development Services

Legend



- UCMR-1 - Urban Core Mixed Residential-1
- UCMR-2 - Urban Core Mixed Residential-2
- UCMR-3 - Urban Core Mixed Residential-3
- 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



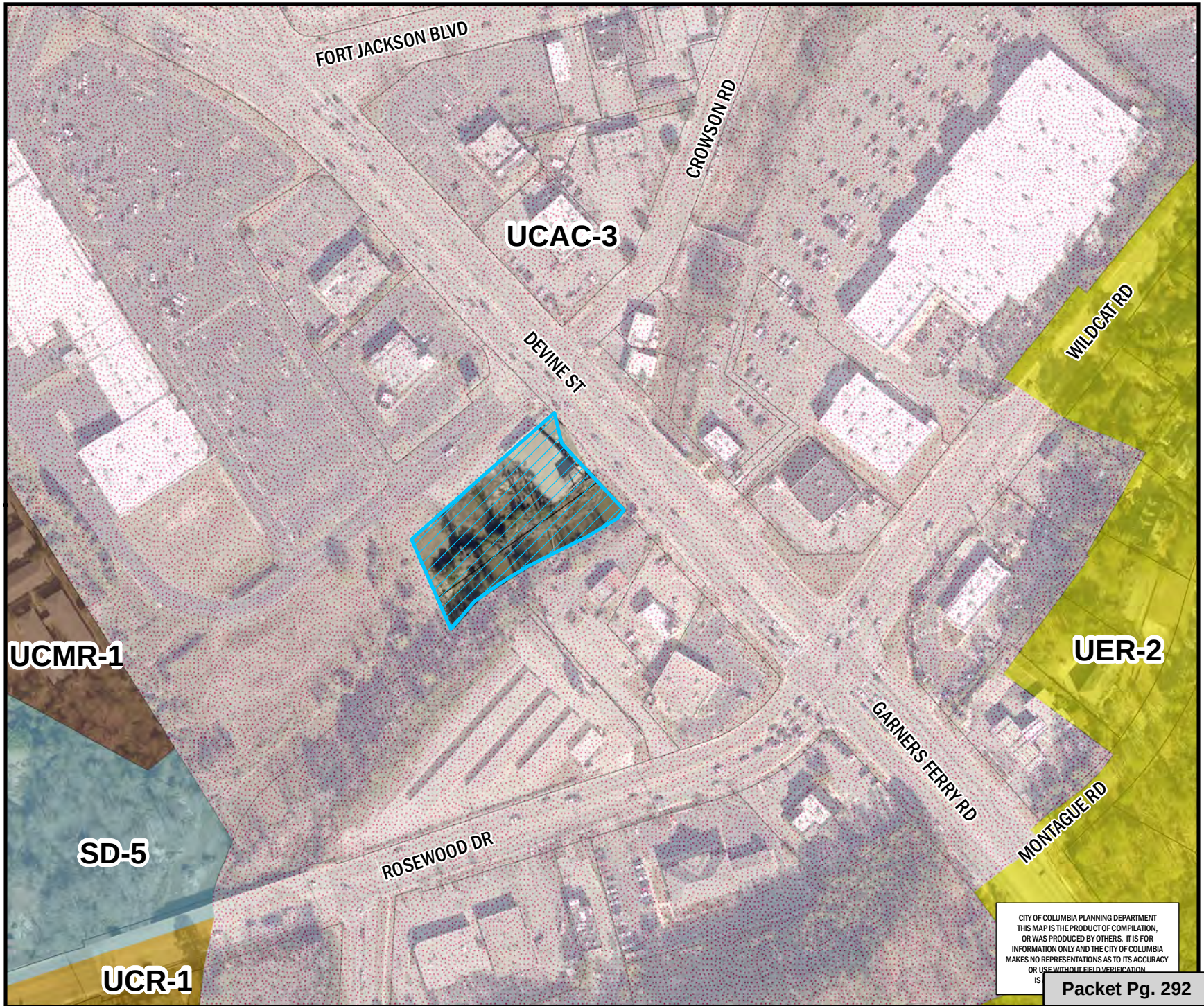
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ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
August 27, 2019



We Are Columbia



CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPILED,
OR WAS PRODUCED BY OTHERS. IT IS FOR
INFORMATION ONLY AND THE CITY OF COLUMBIA
MAKES NO REPRESENTATIONS AS TO ITS ACCURACY
OR USE WITHOUT FIELD VERIFICATION
IS

Packet Pg. 292

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning &
Development Services

4624, 4628, and 4830 Devine Street, TMS# 138
Current Zoning: GC, Proposed Zoning: C-3, -FP

24.a

Legend

PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	



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Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

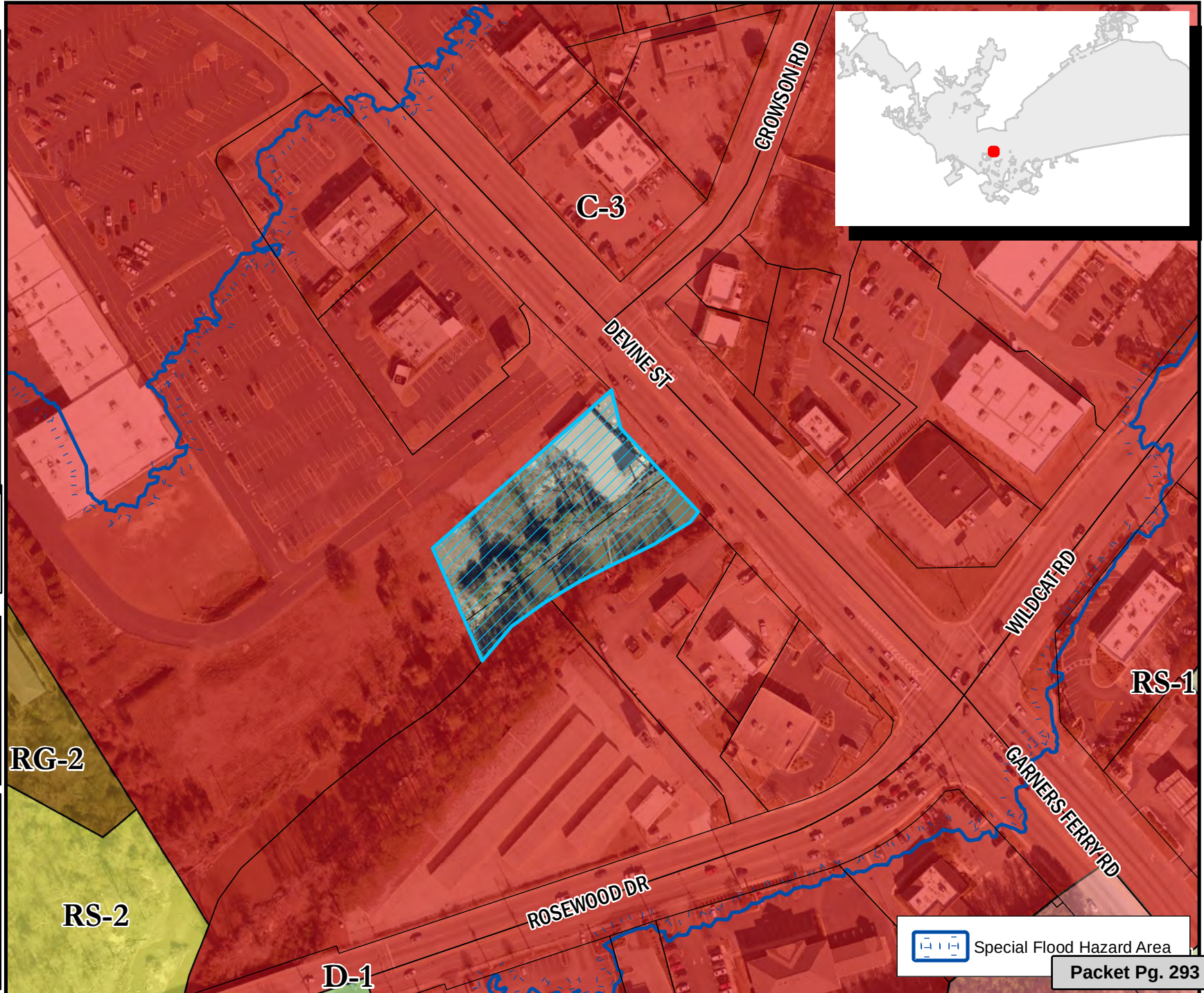
Shane Shaughnessy
August 27, 2019

DISCLAIMER:

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



We Are Columbia



Special Flood Hazard Area

Packet Pg. 293

ORDINANCE NO.: 2019-076

Annexing 4624, 4628, and 4830 Devine Street, Richland County TMS #13810-03-07

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Ann. Sec. 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2019, that the property described herein is hereby annexed to and becomes a part of the City of Columbia effective immediately. This property shall be assigned interim zoning of General Commercial District, -Flood Protective Area (C-3, -FP), apportioned to City Council District 3, Census Tract 26.04, contains 0.77 acres, and shall be assigned an interim land use classification of Urban Core Community Activity Center (UCAC-2).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 13810-03-07

Also included in the territory hereby annexed are all contiguous portions of all public rights of way, streets and highways.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2019-076

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 0.77 acres, and being set forth and show as Parcel A on a subdivision plat prepared for Columbia Development by Chao & Associates, Inc., dated August 19, 2019; the plat being incorporated by reference for a more complete description of the property.

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: August 26, 2019

RE: **Property Address:** 4624, 4628, and 4830 Devine Street
Richland County TMS#: 13810-03-07
Owner(s): Palmstar C4 Devine, LLC / CCWC Columbia I, LLC
Current Use: Vacant
Proposed Use: Commercial
Current County Land Use: Mixed Use Corridor
Proposed City Land Use: Urban Core Community Activity Center (UCAC-2)
Current County Zoning: General Commercial (GC)
Proposed City Zoning: General Commercial in a Flood Protective Area (C-3, -FP)
Reason for Annexation: Municipal Services; Donut Hole
City Council District: 3
Census Tract: 26.04

The Planning & Development Services advises that the above referenced property has been offered for annexation. Attached, please find a map or drawing reflecting the property. You are directed to forward your comments and/or recommendations regarding the issue of whether to annex or not to Planning & Development Services. Planning & Development Services will compile your comments for City Council consideration.

Planning & Development Services staff will see to it that this matter is placed on the **September 9, 2019** Planning Commission's agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

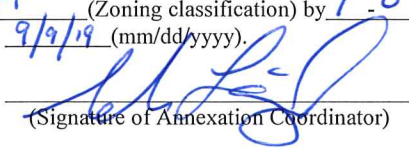
/atl

Attachments

cc:	Clint Shealy, Assistant City Manager Jeff Palen, Assistant City Manager/CFO Aubrey Jenkins, Fire Chief Joseph Jaco, Director, Utility Operations Robert Anderson, Public Works Director Krista Hampton, Planning & Development Services Lakesha Shannon, Business License Administrator Greg Williams, Deputy Business License Administrator Angela Adams, Customer Care Administrator Jerry Thompson, Building Official Michelle Brazell, Engineering Denny Daniels, Engineering Police Planning & Research Alfreda Tindal, Richland Co. 911 Addressing Coordinator	Missy Gentry, Assistant City Manager Teresa Knox, City Attorney William Holbrook, Police Chief Dana Higgins, Director, Engineering Jan Alonso, Finance Director Gloria Saaed, Community Development Director George Adams, Fire Marshal Rachel Bailey, Zoning Administrator Jacquelyn Richburg, Columbia-Richland 911 David Hatcher, Housing Official Richland County Solid Waste Collection John Fellows, Planning Administrator Tori Salvant, Dev. Center Administrator
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Planning Commission Land Use Recommendation: UCAC-2 (Land Use classification) by 7-0 on 9/9/19 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: C-3, -FP (Zoning classification) by 7-0 on 9/9/19 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)



Future Land Use Map

4624, 4628, and 4830 Devine Street, TMS# 13810-24.b
Current FLU: Mixed Use Corridor, Proposed FLU: UCAC-2

Department of Planning & Development Services

Legend



- UCMR-1 - Urban Core Mixed Residential-1
- UCMR-2 - Urban Core Mixed Residential-2
- UCMR-3 - Urban Core Mixed Residential-3
- UEMR - Urban Edge Mixed Residential
- UEMF - Urban Edge Multi-Family
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- 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
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
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- TU - Transportation & Utilities
- SD-1 - Sports/Amusement District
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- SD-3 - Central Business District
- SD-4 - Riverbanks Zoo and Garden
- SD-5 - Universities/Colleges
- SD-6 - Fort Jackson



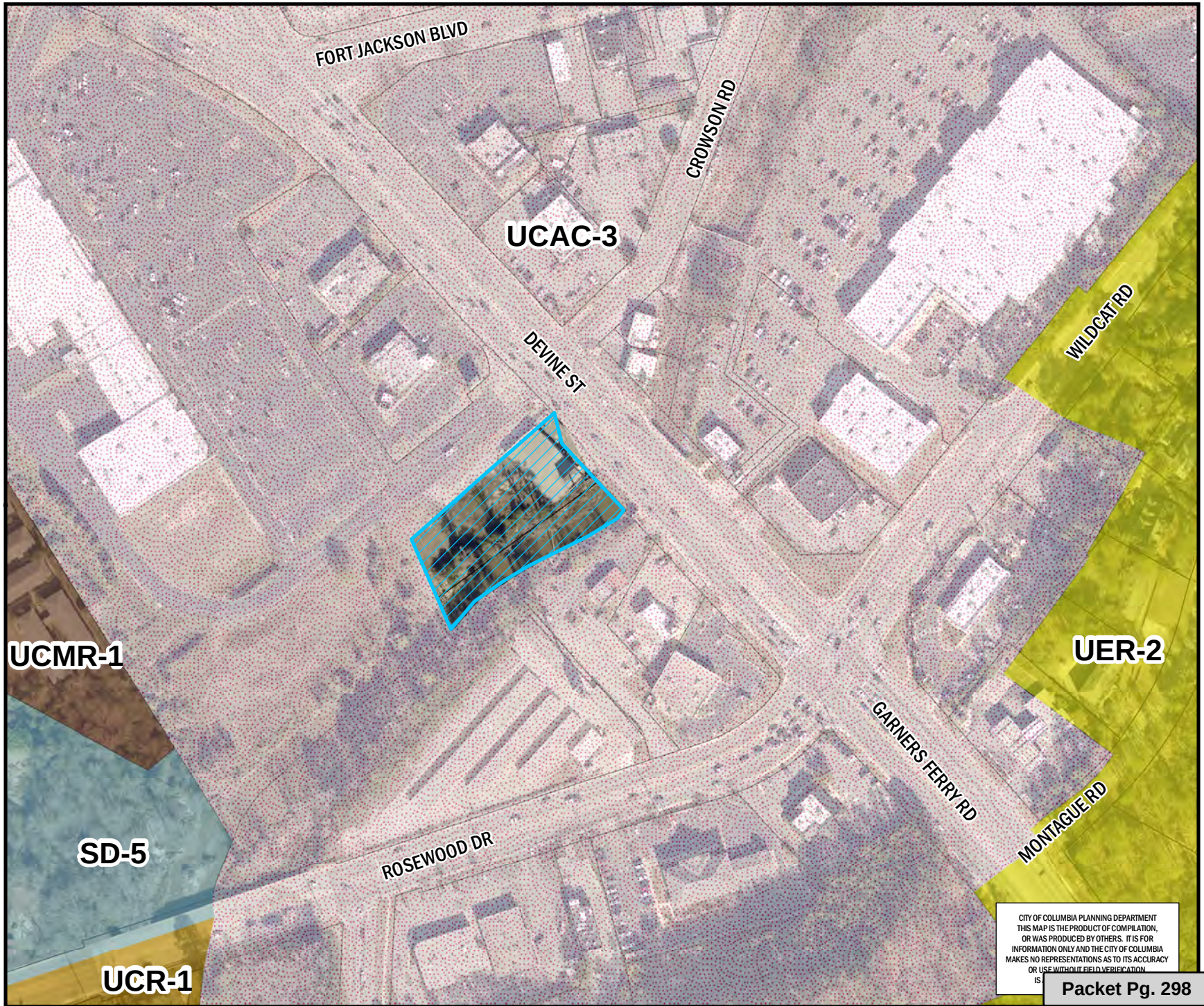
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ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
August 27, 2019



We Are Columbia



CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPILED,
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MAKES NO REPRESENTATIONS AS TO ITS ACCURACY
OR USE WITHOUT FIELD VERIFICATION
IS

Packet Pg. 298

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning &
Development Services

4624, 4628, and 4830 Devine Street, TMS# 138
Current Zoning: GC, Proposed Zoning: C-3, -FP

24.b

Legend

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 40 80 160
Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

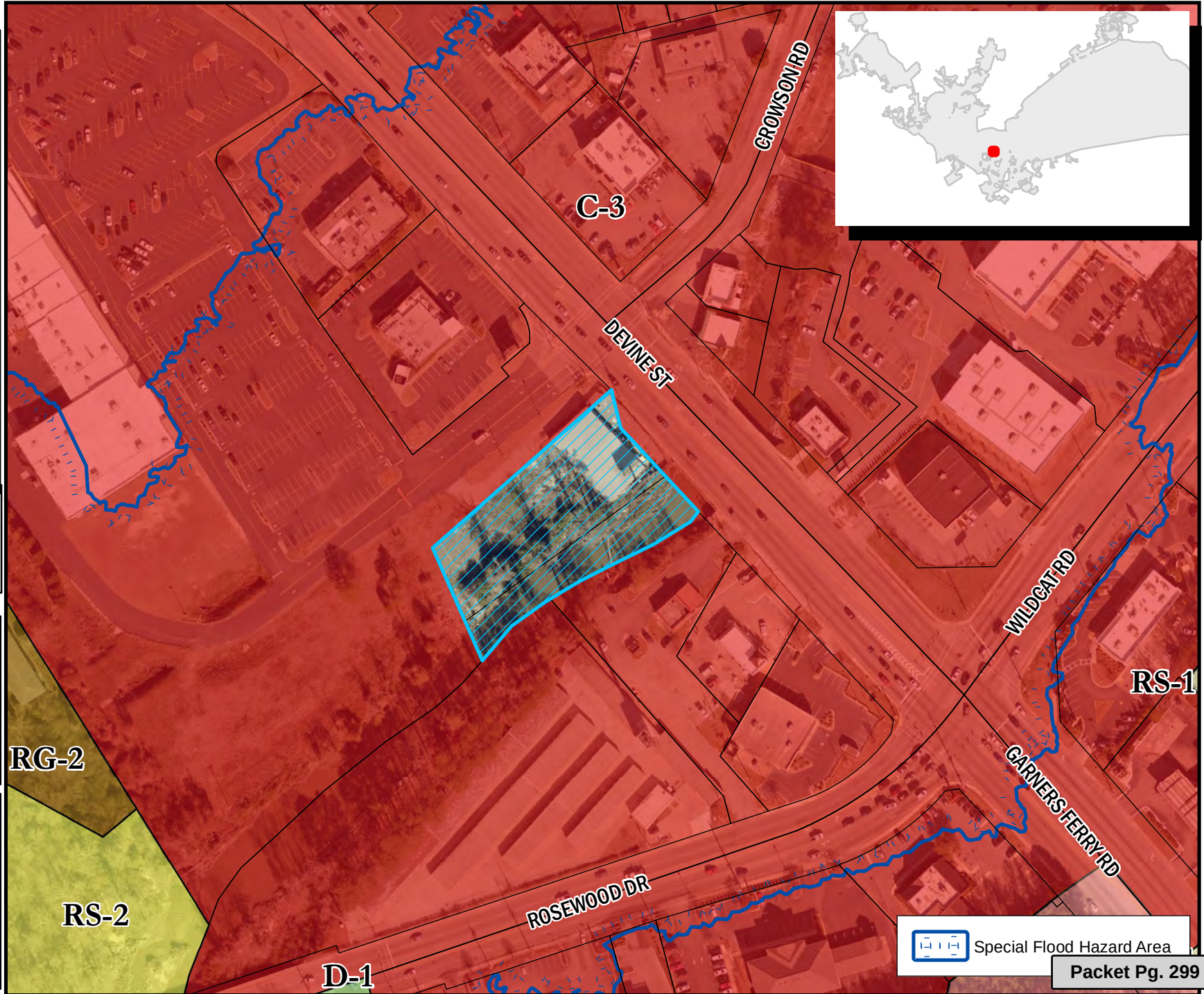
Shane Shaughnessy
August 27, 2019

DISCLAIMER:

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We Are Columbia



Special Flood Hazard Area

Packet Pg. 299

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) PETITION FOR ANNEXATION

The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

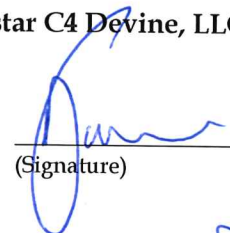
Property Description: All that certain piece, parcel or tract of land with any improvements thereon, situate, lying and being near the City of Columbia, in Richland County, State of South Carolina, containing 0.77 acres, and being set forth and shown as Parcel A on a subdivision plat prepared for Columbia Development by Chao & Associates, Inc., dated August 19, 2019; the plat being incorporated by reference for a more complete description of the property.

Richland County TMS: 13810-03-07

Property Address: 4624, 4628, and 4830 Devine Street

Seller:

Palmstar C4 Devine, LLC

BY: 
 (Signature)

Date: 8/21/19

James R. Pagett, Jr.
 (Print or Type Name)

ITS: Manager
 (Print or Type Title)

Buyer:

CCWC Columbia 1, LLC

BY: 
 (Signature)

Date: 8-21-19

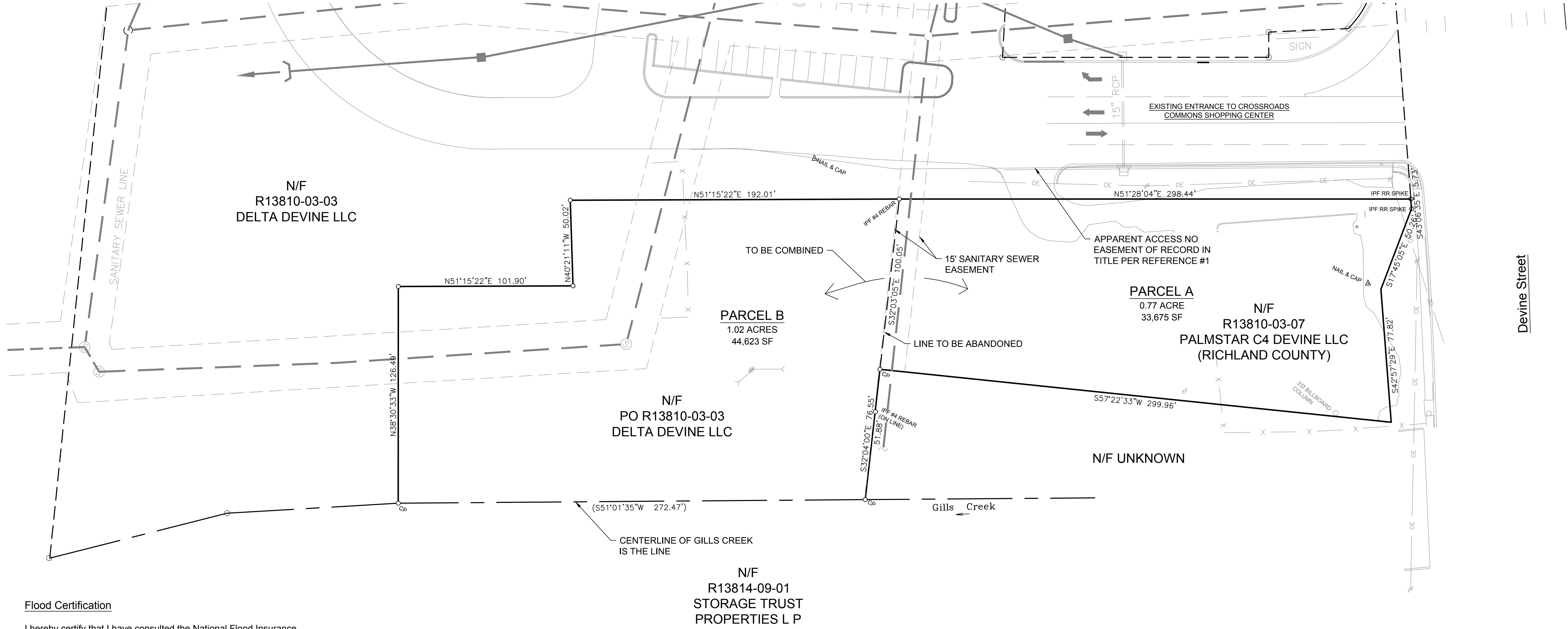
E.C. MANN IV
 (Print or Type Name)

ITS: MANAGER
 (Print or Type Title)

LEGEND			
	Fire hydrant		Curb & gutter
	Water valve		Junction box (JB)
	Water meter		Drop inlet (DI)
	Gas valve		Hood & grate inlet (H&G)
	Sanitary sewer manhole		Yard inlet (YI)
	Cleanout (CO)		Storm drain pipe
	Natural gas line		Concrete sidewalk
	Sanitary sewer line		Power pole & guy
	Water line		Light pole
	Fenceline		Electrical box
	Overhead electric		Sign
	Underground telephone		Limits of disturbance
	Underground fiber optic		
	Underground cable TV		
	Telephone pedestal		

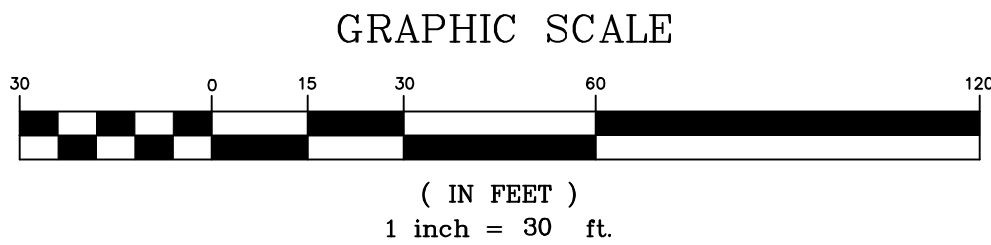


LOCATION MAP
SCALE: NOT TO SCALE



Flood Certification

I hereby certify that I have consulted the National Flood Insurance Program, "Flood Insurance Rate Map", map number 45079C0376L, effective date: 12/21/2017. I have determined that a portion the above site lies within a designated flood hazard area.



- NOTES AND REFERENCES:
1. ALTA/NSPS LAND TITLE SURVEY FOR HARBOUR RETAIL PARTNERS MANAGEMENT, LLC. PREPARED BY FANT, REICHERT & FOGLEMAN, INC. DATED 12/6/2016.
 2. THE PURPOSE OF THIS PLAT IS TO SHOW THE PORTION OF THE PARENT PARCEL TO BE SUBDIVIDED (PARCEL B) AND THEN COMBINED WITH PARCEL A.



Columbia Development
1845 St Julian Place
Columbia, SC 29204
Tel: 803-454-1310

CHAO & ASSOCIATES, INC.
CONSULTING ENGINEERS
& LAND SURVEYORS

Chao & Associates, Inc.
Civil - Structural - Survey
7 Clusters Court
Columbia, SC 29210
Voice: (803) 772-8420
Fax: (803) 772-9120
Email: consult@chaoinc.com



Subdivision Plat
Prepared For
Columbia Development
City of Columbia, SC

Drawn: DRAWN	Checked: CHECKED
Revised:	
Project No.:	PROJ_NUM
File:	Subdivide.dwg



We Are Columbia

MEETING DATE: October 15, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2019-073 Authorizing consumption of beer and wine only at Soda City Market Adoption Day within the Biergarten Area only on Saturday, November 9, 2019 with a rain contingency of Saturday, November 16, 2019

FUNDING SOURCE & ORIGINAL BUDGET:

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

ATTACHMENTS:

- **#a:** R-2019-073 Soda City Market Adoption Day (Nov 9) (PDF)

RESOLUTION NO.: R-2019-073

Authorizing consumption of beer and wine only at Soda City Market Adoption Day within the Biergarten Area only on Saturday, November 9, 2019 with a rain contingency of Saturday, November 16, 2019

WHEREAS, Emile DeFelice ("Sponsor") is sponsoring the Soda City Market Adoption Day to be held in the half block area of the 1200 block of Main Street north of the entrance into the garage located behind 1221 Main Street to allow for ingress and egress to the parking garage; the intersection of Main Street and Lady Street; the 1300 block of Main Street between Lady Street and Washington Street; the intersection of Washington Street and Main Street; the 1400 block of Main Street; the intersection of Hampton Street and Main Street; the 1500 block of Main Street between Hampton Street and Taylor Street; the 1600 block of Main Street between Taylor Street and Blanding Street; set up and staging of a Biergarten within portions of the intersection of Lady Street and Main Street, the half block area of the 1100 block of Lady Street east of the entrance of the Lady Street parking garage adjacent to 1135 Lady Street and east of the entrance to the garage adjacent 1125 Lady Street garage to allow for ingress and egress to the parking garages; the half block area of the 1200 block of Lady Street west of the entrance of the driveway adjacent to First Citizen Bank and west of the entrance of the driveway adjacent to First Community Bank at 1213 Lady Street to allow for ingress and egress into the driveways; and the southern end of the 1300 block of Main Street to the brick median, and to allow for a twenty (20') foot emergency lane; excluding all sidewalks, Boyd Plaza and the intersection of Taylor Street, from 9:00 a.m. until 1:30 p.m. on Saturday, November 9, 2019, with a rain contingency of Saturday, November 16, 2019; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use of the half block area of the 1200 block of Main Street north of the entrance into the garage located behind 1221 Main Street to allow for ingress and egress to the parking garage; the intersection of Main Street and Lady Street; the 1300 block of Main Street between Lady Street and Washington Street; the intersection of Washington Street and Main Street; the 1400 block of Main Street; the intersection of Hampton Street and Main Street; the 1500 block of Main Street between Hampton Street and Taylor Street; the 1600 block of Main Street between Taylor Street and Blanding Street; set up and staging of a Biergarten within portions of the intersection of Lady Street and Main Street, the half block area of the 1100 block of Lady Street east of the entrance of the Lady Street parking garage adjacent to 1135 Lady Street and east of the entrance to the garage adjacent 1125 Lady Street garage to allow for ingress and egress to the parking garages; the half block area of the 1200 block of Lady Street west of the entrance of the driveway adjacent to First Citizen Bank and west of the entrance of the driveway adjacent to First Community Bank at 1213 Lady Street to allow for ingress and egress into the driveways; and the southern end of the 1300 block of Main Street to the brick median, and to allow for a twenty (20') foot emergency lane; excluding all sidewalks, Boyd Plaza and the intersection of Taylor Street, from 7:00 a.m. until 2:00 p.m. on Saturday, November 9, 2019, with a rain contingency of Saturday, November 16, 2019; for an event to be held from 9:00 a.m. until 1:30 p.m., and for patrons to consume beer and wine beverages only during the event hours of 9:00 a.m. until 1:00 p.m., on Saturday, November 9, 2019, with a rain contingency of Saturday, November 16, 2019; 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 _____, 2019 that the sale of beer and wine beverages only is authorized within the designated Biergarten area only between the hours of 9:00 a.m. and 1:00 p.m. on Saturday, November 9, 2019, with a rain contingency of Saturday, November 16 2019; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the cleanup of all trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area and within the designated area of impact as shown on the attached drawing, any costs incurred by the City in removing loose trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, is prohibited. Canines and felines are allowed, provided that current leash laws are observed as are set out in the 1998 Code of Ordinances of the City of Columbia, as amended. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time and only within the designated Biergarten area within portions of the intersection of Lady Street and Main Street, the half block area of the 1100 block of Lady Street east of the entrance of the Lady Street parking garage adjacent to 1135 Lady Street and east of the entrance to the garage adjacent 1125 Lady Street garage to allow for ingress and egress to the parking garages; the half block area of the 1200 block of Lady Street west of the entrance of the driveway adjacent to First Citizen Bank and west of the entrance of the driveway adjacent to First Community Bank at 1213 Lady Street to allow for ingress and egress into the driveways; and the southern end of the 1300 block of Main Street to the brick median, and to allow for a twenty (20') foot emergency lane, excluding all sidewalks, Boyd Plaza and the intersection of Taylor Street from 9:00 a.m. until 1:00 p.m. on Saturday, November 9, 2019, with a rain contingency of Saturday, November 16, 2019, and with the exception of the parking areas, adjacent off-street parking areas and other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, only within the designated Biergarten area within portions of the intersection of Lady Street and Main Street, the half block area of the 1100 block of Lady Street east of the entrance of the Lady Street parking garage adjacent to 1135 Lady Street and east of the entrance to the garage adjacent 1125 Lady Street garage to allow for ingress and egress to the parking garages; the half block area of the 1200 block of Lady Street west of the entrance of the driveway adjacent to First Citizen Bank and west of the entrance of the driveway adjacent to First Community Bank at 1213 Lady Street to allow for ingress and egress into the driveways; and the southern end of the 1300 block of Main Street to the brick median, and to allow for a twenty (20') foot emergency lane, excluding all sidewalks, Boyd Plaza and the intersection of Taylor Street from

9:00 a.m. until 1:00 p.m. on Saturday, November 9, 2019, with a rain contingency of Saturday, November 16, 2019, and with the exception of the parking areas, adjacent off-street parking areas and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine beverages shall be permitted only in plastic cups, plastic or aluminum bottles or aluminum cans provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that in the event of inclement weather on Saturday, November 9, 2019 that the designated Biergarten area within portions of the intersection of Lady Street and Main Street, the half block area of the 1100 block of Lady Street east of the entrance of the Lady Street parking garage adjacent to 1135 Lady Street and east of the entrance to the garage adjacent 1125 Lady Street garage to allow for ingress and egress to the parking garages; the half block area of the 1200 block of Lady Street west of the entrance of the driveway adjacent to First Citizen Bank and west of the entrance of the driveway adjacent to First Community Bank at 1213 Lady Street to allow for ingress and egress into the driveways; and the southern end of the 1300 block of Main Street to the brick median, and to allow for a twenty (20') foot emergency lane, excluding all sidewalks, Boyd Plaza and the intersection of Taylor Street shall be closed on Saturday, November 16, 2019. 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 Shealy

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



City Attorney

City Clerk

Introduced:

Final Reading:

DATE OF REQUEST

August 6th 2019

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)Jordan Clark
jordan@sodacitysc.com & hello@sodacitysc.com
803-521-2806

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)

Soda City Adoption Day

DATE(S) OF EVENTS:

Saturday, November 9th 2019

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.)

Saturday, November 16th 2019

LOCATION OF EVENT

(i.e., Amphitheater area
of Finlay Park; 1300 and 1400 blocks
of Main Street between Lady Street
and Hampton Street)

North half of the 1200 block of Main St after the parking garage, 1300 - 1600 blocks of Main St, intersections of Lady + Main, intersection of Washington + Main, intersection of Hampton + Main

STREET(S) OR PARK AREA TO BE
CLOSED(i.e., 1300 and 1400 blocks of Main
Street between Lady Street and
Hampton Street; Amphitheater area of
Finlay Park; Boyd Plaza)

North half of the 1200 block of Main St after the parking garage, 1300 - 1600 blocks of Main St, intersections of Lady + Main, intersection of Washington + Main, intersection of Hampton + Main

HOURS FOR STREET(S) OR PARK AREA TO
BE CLOSED

(i.e., 5:00 p.m. - 12:00 a.m.)

ALLOW TIME FOR SET UP/CLEAN UP

7am - 2pm

HOURS OF EVENT

(i.e., 6:00 p.m. - 10:00 p.m.)*

9am - 1:30pm

HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**)

(Service should end one-half hour prior to end of event, i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*

9am - 1pm

Requests should be submitted by mail, e-mail or fax at least **NINETY (90) days in advance of the event** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (slardis@columbiasc.net), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Approval from the adjoining business/property owners must be obtained before your request will be submitted to City Council if streets are to be closed off during business hours. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***Outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of events to residential properties.**

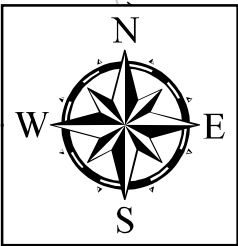
****With the exception of the parks listed in Sec. 15-1 Prohibited acts in parks (8), POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of alcoholic beverages or alcoholic liquors within the event area are prohibited.**

NOTE: **This form should only be used for public events where beer and/or wine are to be sold and consumed on City property** (i.e., Five After Five, St. Patrick's Festival, Concerts in Finlay Park, etc.).

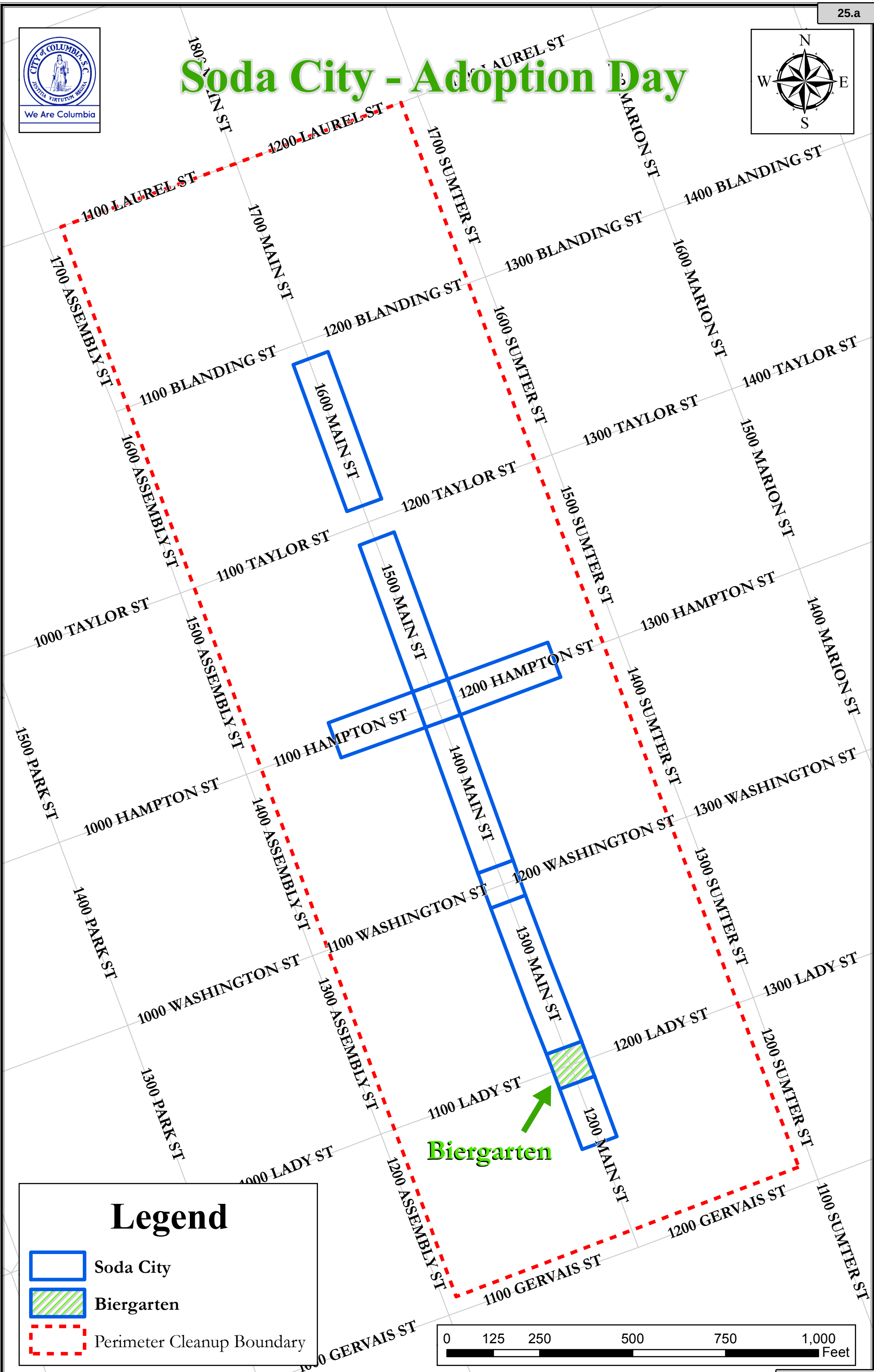
This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety.

Fire Marshal George N. Adams, Jr., 803-545-3703; cfdgadams@columbiasc.netLegal Department - Shari Ardis; 803-737-4242; slardis@columbiasc.net or fax 803-737-4250 - resolution preparationPolice Department Special Events - Officer Robert Hall; 803-545-3535; rjhall@columbiasc.net parade permit, policeParks and Recreation - Pearl Osborne; 803-545-3100; peosborne@columbiasc.net park reservationsPolice Department Community Services - Brenda Murphy; 803-545-3507; bmmurphy@columbiasc.net - street closing

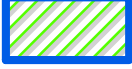
Last revised: 1/2017

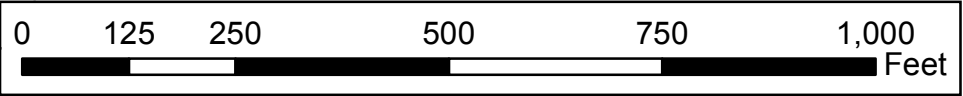


Soda City - Adoption Day



Legend

-  Soda City
-  Biergarten
-  Perimeter Cleanup Boundary





We Are Columbia

MEETING DATE: October 15, 2019

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Red Ribbon Week - The Honorable Mayor Stephen K. Benjamin

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Connecting Our Community



We Are Columbia

MEETING DATE: October 15, 2019

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Recognition of Community Partners - The Honorable Edward H. McDowell, Jr.

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Enhancing Columbia's Neighborhoods



We Are Columbia

MEETING DATE: October 15, 2019

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Introduction of Path2Redemption - Mr. Lester Young, Jr.,
Founder

**FUNDING SOURCE &
ORIGINAL BUDGET:**

ATTACHMENTS:

- **#a:** Path2Redemption



We Are Columbia

MEETING DATE: October 15, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2019-009 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Buildings and Building Regulations, Article VI to add Vacant Building Registration

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Enhancing Columbia's Neighborhoods

PURPOSE:
First reading approval was given on June 4, 2019.

ATTACHMENTS:

- **#a:** 2019-009 amend Chapter 5 Article VI add Vacant Building Registration rev 92619 (PDF)

HISTORY:

06/04/19

Columbia City Council

APPROVED ON FIRST READING.

ORDINANCE NO.: 2019-009

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Buildings and Building Regulations, Article VI to add Vacant Building Registration

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2019, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Buildings and Building Regulations, Article VI, Reserved and Article VII, Boarded-Up Buildings are amended to read as follows:

ARTICLE VI. VACANT BUILDING REGISTRATION**Sec. 5-291. Declaration of policy.**

The purpose of this chapter is to protect the public health, safety and welfare by enactment of this ordinance which:

- (1) Establishes a program for identification and registration of vacant buildings;
- (2) Determines the responsibilities of owners of vacant buildings and structures; and
- (3) Provides for administration, enforcement and penalties.

Sec. 5-292. Definitions.

Unless otherwise expressly stated, the following terms shall, for the purposes of this Code, have the meanings shown in this section. Where terms are not defined, through the methods authorized by this section, such terms shall have ordinarily accepted meaning such as the context implies.

Citation means a charge or formal written accusation of violation of a municipal, state or federal law, regulation or ordinance, including any violations of the International Property Maintenance Code as adopted by the City of Columbia.

Code violation means violation of any code adopted and/or enforced by the city, which may include but not be limited to the City of Columbia Code of Ordinances or the International Property Maintenance Code.

Courtesy Registration means notification by mail, phone, fax or email to the Code Enforcement Division notifying them of an extended vacancy of 60 days or more of a primary residence for work, vacation, military or a medical reason.

Non-residential structure means any building designed for occupancy for commercial, industrial, three or more residential units, or a combination thereof.

Owner means any person, firm or corporation having a legal or equitable title in the property; or recorded in the official records of the state, county or municipality as holding title.

Premise Property means a lot, plot, premises or parcel of land, including the buildings or structures thereon.

Residential structure means a building designed for occupancy as a single family or two family dwelling.

Responsible local representative means a person having his or her place of residence or business office within 45 miles of the vacant building and designated by the property owner as the agent responsible for operating such property in compliance with the ordinances adopted by the city. For the purposes of this article, the term "agent" shall refer to the Responsible Local Representative.

Responsible party means any owner, occupant, agent, manager, operator and/or management company of a building, dwelling, structure or lot.

Secure means a building or portion of a building is closed or locked for entry by normal means other than boarding.

Unoccupied means a building which is not being used for a legal occupancy.

Unsecured means a building or portion of a building is open to entry by unauthorized persons without the use of tools or ladders.

Vacant building means any structure built for occupancy of residential, commercial or industrial uses that is unoccupied for more than 60 days.

Vacant building; categorical classification standards: A building or portion of a building which is:

- (1) Category I: No current code violations on the structure or the premise.
 - a. The building is secure, not boarded.
 - b. The building is structurally sound with no code violations.
 - c. The premise property is maintained to minimal code by owner or responsible party.
- (2) Category II: Minimal code violations.
 - a. The building is boarded and secure.
 - b. The building is structurally sound with minor code violations.
 - c. The premise property is not regularly maintained.
- (3) Category III: Severe code violations.
 - a. The building is boarded or needs requires to be boarded
 - b. Structural deficiencies are evident.
 - c. History of criminal activity at the address.
 - d. Condemned and/or illegally occupied Structure is unfit for occupancy.
 - e. The Property is not maintained.

Sec. 5-293. Registration of vacant buildings.

(a) Except as provided in subsection (b) below, all vacant buildings shall be registered with the Code Enforcement Division within 40 120 days of becoming vacant as defined in section 5-292. Registration is valid for 12 months and must be renewed annually from date the building became vacant.

(b) Exemptions from registration ~~can be granted for the following situations upon notification in writing to the Code Enforcement Division:~~

- (1) Residential structures that are used as residential rentals and have active residential rental permits in accordance with Section 5-326;
- (2) Office, industrial, or general commercial use buildings actively for sale or lease with a licensed real estate company or managed by a licensed property management company;
- (3) Structures that have multiple units in which at least one unit is occupied;
- (4) Accessory structures not designed for occupancy; and/or
- (5) Buildings that serve as a primary residence in which the owner is away for an extended period of time for work, vacation, military or medical reason. Building and property must be maintained to minimum code. Requires a Courtesy Registration.
- ~~(6) Buildings that are actively being marketed for sale or rent. Must be maintained to minimum code for the duration on the market. Satisfactory evidence to include but not limited to MLS information or published advertisements offering the property on the market (up to one year, longer by appeal);~~
- ~~(7) Buildings that are actively being renovated. Repairs and progression must be noticeable by the inspector (up to one year, longer by appeal);~~
- ~~(8) Buildings that serve as a primary residence in which the owner is away for an extended period of time for work, vacation, military or medical reason. Building and property must be maintained to minimum code. Requires a Courtesy Registration;~~
- ~~(9) Government owned buildings; and/or~~

~~(10) Buildings that are structurally deficient that have been ordered by the City to be demolished and removed, in which the owner has provided consent to the City to demolish, and the City has accepted the consent. Liens are to be placed against the property to cover the cost of demolition.~~

(c) If the building is vacant at the expiration of any registration period the owner shall re-register such building and pay the annual registration and inspection fees.

(d) The owner registering a vacant building shall supply the following information on an authorized form provided by the Code Enforcement Division:

- (1) Name, address, and telephone number of the owner;
- (2) Name, address and telephone number of any responsible party, if applicable;
- (3) Name, address, and telephone number of any local agent or representative of the owner, required if the owner's residence or business address is more than 45 miles from vacant building;
- ~~Name, address, and telephone number of all persons with any legal interest in the property, building or premise, including mortgagees and successors in interest;~~
- (4) ~~Legal description and tax~~ Tax parcel identification number of the premise on which the building is situated;
- (5) The common address of the building;
- ~~Date on which the building became vacant along with any supporting documentation; and~~
- (6) Vacant building plan in accordance with section 5-294.

(e) Following the registration of the vacant building, the Code Enforcement Officer shall conduct a complete exterior property inspection of the property and premise to determine any code violations and to verify the vacant building category.

- (1) A status report will be provided to the owner of the building with the findings and current condition of the property. It will include any found violations and assign a category to the building.

(f) All vacant buildings must remain secure and/or boarded in accordance with Article VII, Boarded-Up Buildings.

(g) Upon request by the Code Official, the Owner shall post "No Trespass" placards on the property ~~premise~~. Additional employment of security services for the property ~~premise~~ for a specified number of hours every day may be required by the Police Chief or his/her designee on the basis of the property ~~premises~~ history of code and/or criminal violations.

(h) Vacant building owners must designate a responsible local representative ("agent") if their place of residence or business is more than 45 miles from the vacant building. The responsible local representative shall act as agent for the property owner for purposes of accepting legal service; however the vacant building owner remains personally liable in criminal prosecutions for code violations. The responsible local representative must be available at the number listed at all times in the event of an emergency or catastrophe.

Sec. 5-294. Establishment of vacant building plan.

(a) When a building is registered as required by this chapter, the owner shall submit, or caused to be submitted, a vacant building plan on a form provided by the Code Enforcement Division for ~~approval~~ a vacant building plan. The plan shall contain the following:

- ~~(1) The reasonably expected period of vacancy;~~
- (1) A plan to make the building ready for occupancy with sufficient detail regarding the proposed repair and/or rehabilitation of the building to enable the Code Official ~~director~~ to determine the adequacy of such plan;
- ~~(3)~~ (2) A letter of written consent by the owner allowing city officials to enter and inspect the property ~~premise~~ for the period in which the vacant building plan is in effect;

(4) (3) For buildings, dwellings or structures which are identified as being or containing public nuisances, then the vacant building plan shall contain a plan of action to remedy such public nuisances;

~~(5) (4) If available, a layout of the structure; and For each required plan, a time schedule shall be submitted identifying a date of commencement of repair and/or rehabilitation and schedule for completion of repair and/or rehabilitation for each building, dwelling or structure and identified nuisance;~~

~~(6) When the owner proposes to occupy, sell, lease or demolish the vacant building, then the owner shall submit a plan and time schedule for such action; and~~

~~(7) (5) A plan of action to secure, monitor and maintain the building and premises thereof in conformance with this chapter.~~

(b) If the property is subject to a vacant building plan and the plan has been properly approved by the Code Enforcement Division, the transferee is subject to the terms of the vacant building plan. The transferee may apply to the city to be released from the requirements of the vacant building plan.

Sec. 5-295. Vacant building fees.

(a) Annual registration fees are based on the number of years that a building has been vacant (after the effective date of this ordinance). All fees are due at the time of registration or renewal.

The fees are as follows for all structures:

(1) Fees for Non-residential structures are as follows:

a. Initial registration	\$ 0.00
b. First annual renewal	\$ 100.00
c. Second annual renewal	\$ 500.00
d. Third annual renewal	\$1,000.00
e. Each year thereafter is	\$1,000.00.

(2) Fees for Residential structures are as follows:

a. Initial registration	\$ 0.00
b. First annual renewal	\$ 50.00
c. Second annual renewal	\$ 250.00
d. Third annual renewal	\$ 500.00
e. Each year thereafter is	\$ 500.00

(3) Initial registration	\$ 0.00
(4) First annual renewal	\$ 100.00
(5) Second annual renewal	\$ 500.00
(6) Third annual renewal	\$1,000.00
(7) Each year thereafter is	\$1,000.00.

(b) An annual compliance inspection fee of \$50.00 is required on all non-exempted vacant buildings. The fee shall be paid at the time of registration.

(c) Upon determination of a vacant building that hasn't been registered in accordance with this section additional penalties may apply in addition to the annual registration fees in accordance to section 5-296.

(d) *Delinquent registration fees as a lien.* After the owner is given notice of the amount of the registration fee due, except for those owners that have properly perfected an appeal pursuant to section 5-297, and the owner fails to pay the amount due, said amount shall constitute a debt due and owing to the city, and the city may commence a civil action to collect such the unpaid debt.

~~(e) If a vacant building becomes occupied within 60 days following an annual registration date and remains occupied for at least 6 months, the owner of the vacant building can appeal to have the most recent registration fees refunded. This excludes any fees from penalties, initial registration or compliance inspections.~~

(e) Exemptions from annual registration fees shall be granted for the following situations upon notification in writing to the Code Enforcement Division, registration is still required:

- (1) Residential and commercial buildings that are actively being marketed for sale or rent (up to one year, longer by appeal). Must be maintained to minimum code for the duration on the market;
- (2) Buildings that are actively being renovated. Repairs and progression must be noticeable by the inspector (up to one year, longer by appeal);
- (3) Properties that are in probate and actively being transferred;
- (4) Structures damaged by fire or weather event may be exempt for up to one year;
- (5) Financial hardship;
- (6) Category I structures that have not had citations within the last twelve months;
- (7) Buildings owned by the Government or a successor-in-interest to the Government, provided the vacancy began during the Government ownership; and/or
- (8) Buildings that are structurally deficient that have been ordered by the City to be demolished and removed, in which the owner has provided consent to the City to demolish, and the City has accepted the consent. Liens are to be placed against the property to cover the cost of demolition.

(f) Exemptions from annual registration fees not defined in this section may be made to the Property Maintenance Board of Appeals for consideration.

Sec. 5-296. Enforcement and Penalties.

(a) Upon determination that a vacant building owner has failed to register or update information in accordance with this section, an administrative penalty of five hundred dollars \$500.00 in addition to the registration fee will be assessed if not in compliance within ~~44~~ 30 days after notice. .

(b) Failure by the owner to submit a vacant building plan or comply with a vacant building plan that has been approved by the city under this section or pay the fees as required under this section is a violation of the Code and may be remedied by ~~any of the following:~~

- ~~(1) An administrative penalty of five hundred dollars (\$500.00); or~~
- ~~(2) Acquisition of the property by eminent domain in accordance with state law.~~

Sec. 5-297. Appeal.

Any person aggrieved by the requirements of this section may seek administrative appeal to the Property Maintenance Board of Appeals. Any person aggrieved by a final decision issued under this section by the Property Maintenance Board of Appeals, may seek relief in any court of competent jurisdiction as provided by the law.

Sec. 5-298. Acquisition of vacant buildings by eminent domain.

~~The City may acquire by eminent domain pursuant to applicable state law, any premise determined to be vacant and a persistent nuisance, and shall have the power to hold, clear, manage or dispose of premise so acquired for residential, commercial, industrial and related use.~~

Sec. 5-298 - 299. Reserved.

ARTICLE VII. BOARDED-UP BUILDINGS

Sec. 5-300. Covering of window and door openings of buildings.

~~Notwithstanding any other provision of this Code, it shall be unlawful for any person to cover, for a period in excess of 90 days, the window or door openings of any building with any material other than window or door materials conforming with the International Building or Residential Code without first obtaining a boarded building permit.~~

Sec. 5-301. Inventory of improperly boarded buildings; notification of owners.

(a) The housing official shall maintain an inventory of all buildings upon which one or more window or door openings are covered with non-conforming materials (e.g., plywood sheathing, OSB board, polycarbonate). This inventory shall be known as the "Boarded-up Building Inventory." ~~All property~~

owners of the buildings identified on or added to the inventory shall be notified by first class certified mail, return receipt requested, of this article and the obligation to conform the building to this Code within 90 ~~30~~ days of receipt of notice.

~~(b) Not less than every 60 days following the enactment of this article, the housing official shall update the "Boarded-up Building Inventory," and shall cause notice of this article and the property owner's obligation to comply with the same to be mailed by first class certified mail, return receipt requested, to all property owners whose building is added to the inventory.~~

~~(c) In the event an owner of a building which appears on the boarded-up building inventory cannot be located so as to notify the owner of this ordinance, service of notice by publication in the same manner as prescribed by the South Carolina Rules of Civil Procedure is authorized.~~

Sec. 5-302. Permit required for covering of window and door openings.

(a) Except as provided in subsection (c) below, it shall be unlawful for any person to cover the window or door openings of a building so as to secure the building without first obtaining a permit to do so from the housing official.

(a) Standard 90 day boarded building permit. The permit fee shall be \$50.00 for residential buildings and \$100.00 for mixed-use and commercial buildings. The permit shall authorize the owner to cover the window or door openings of a building with at least one-half-inch wood sheathing cut to fit the openings and to be secured to the window or door frames using one and one-half inches or longer wood screws. Screws shall be installed at intervals of not less than 12 inches around the door or window frame.

(1) All sheathing shall be painted so as to match either the dominant color of the exterior of the building or the color of the trim of the building, if any.

(2) Where applicable the building must be registered in accordance with Sec 5-293, Vacant Building Registration.

(3) Permits issued pursuant to this section shall be valid for no more than 90 days. Upon issuance of a permit, the housing official shall list the property on the "Boarded-up Building Inventory."

(4) At the expiration of the standard 90 day boarded building permit, the owner of the boarded building may apply for an extended 1 year boarded building permit in accordance with subsection (b) if additional time is needed.

(b) Extended 1 year boarded building permit. The permit fee shall be \$50.00 for residential buildings and \$100.00 for mixed-use and commercial buildings. The permit shall authorize the owner to cover the window or door openings of a building with an approved non-color polycarbonate installed in accordance with manufacturer's instructions.

(1) Where applicable, the building must be registered in accordance with Sec 5-293, Vacant Building Registration.

(2) Permits issued pursuant to this section shall be valid for 1 year. They can be renewed annually in accordance with this section. Upon issuance of a permit, the housing official shall list the property on the "Boarded-up Building Inventory."

(c) Temporary exemption:

(1) In the event a structure is damaged and requires securing immediately. Permit shall be obtained within 3 days.

(b) All sheathing shall be painted so as to match either the dominant color of the exterior of the building or the color of the trim of the building, if any.

(c) Permits issued pursuant to this section shall be valid for no more than 90 days. Upon issuance of a permit, the housing official shall list the property on the "Boarded-up Building Inventory."

Sec. 5-303. Notification of violation.

(a) The housing official shall, on the expiration of the boarded building permit 90 days following the listing of a building on the "Boarded-up Building Inventory", give the owner notice of violation of this article. Such notice shall state that the owner must within ten days of the notice, remove the non-conforming materials from the window or door openings and replace the same with door or window installations which conform with the International Building Code.

(b) Any person failing to comply with the provisions of this article shall be deemed guilty of a misdemeanor punishable as prescribed by section 1-5 of this Code. Every day of noncompliance shall constitute a separate violation. The covering of window and door openings as provided under the provisions of this article does not stay enforcement of, or compliance with, any orders or notices by the housing or building code official or relieve any person from complying with all other applicable local and state laws affecting structures and premises.

The ordinance shall become effective as of final reading.

Requested by:

City Manager _____

Mayor _____

Approved by:

City Manager _____

Approved as to form:

ATTEST:

City Attorney _____

City Clerk _____

Public Hearing:

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: October 15, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2019-081 Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (North Main Senior, LLC, 3700 North Main Street and 3706 North Main Street), Richland County TMS Numbers 09209-20-04 and 09209-20-03

**FUNDING SOURCE &
ORIGINAL BUDGET:**

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

ATTACHMENTS:

- **#a:** 2019-081 The Veranda at North Main multi industrial park (PDF)

HISTORY:

10/01/19

Columbia City Council

DEFERRED

ORDINANCE NO.: 2019-081

*Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park
(North Main Senior, LLC, 3700 North Main Street and 3706 North Main Street,
Richland County TMS Numbers 09209-20-04 and 09209-20-03)*

WHEREAS, Richland County desires to enlarge the boundaries of a joint county industrial and business park (the "Park") of Richland and Fairfield Counties (together, the "Counties") created pursuant to that certain Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park dated as of September 1, 2018, as amended, delivered pursuant to Section 4-1-170, Code of Laws of South Carolina 1976, as amended (the "Code"), in order to locate certain parcels of real property in Richland County therein; and

WHEREAS, the parcels described in the attached Exhibit A (the "Parcels") are located within the corporate limits of the City of Columbia (the "City") and are among the parcels of land that the Counties desire to include within the Park in accordance with the Infrastructure Credit Agreement attached hereto as Exhibit B; and,

WHEREAS, pursuant to Section 4-1-170(C) of the Code, the City must consent to the inclusion of the Parcels in the Park.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council this ____ day of _____, 2019, that the City hereby consents to the inclusion of the Property in the Park pursuant to all requirements of South Carolina law, including Section 4-1-170(C) of the Code.

The City Manager is authorized to execute any documents, and take any further action as may be reasonably necessary to further the intent of this Ordinance. Any prior ordinance, resolution or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



City Attorney

City Clerk

First Reading:
Second Reading:

ORDINANCE NO.: 2019-081
EXHIBIT A
DESCRIPTION OF PROPERTY

The following real property located in Columbia, Richland County, South Carolina more particularly described as:

All those certain pieces, parcels or lots of land with the improvements thereon, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, being shown as Parcel "A" containing 1.01 acres, Parcel "B", containing 0.25 acres, Parcel "C", containing 0.19 acre, Parcel "D", containing 0.28 acre, and Parcel "E", containing 0.14 acres, on that certain Plat prepared for Eau Claire Development Corporation by Jay S. Joshi, PLS, dated July 30, 2001 and recorded in the Office of Register of Deeds for Richland County, South Carolina in Book 550, at page 2265.

LESS AND EXCEPT THE FOLLOWING PROPERTIES:

- a) That certain 110.19 square feet conveyed to Richland County, South Carolina by deed dated May 26, 2015 and recorded July 8, 2015 in the Office of Register of Deeds for Richland County, South Carolina in Book 2041, at page 1600; and,
- b) That certain 184.66 square feet conveyed to Richland County, South Carolina by deed dated May 26, 2015 and recorded July 8, 2015 in the Office of Register of Deeds for Richland County, South Carolina in Book 2041, at page 1588.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED ON THE EASTERN RIGHT OF WAY OF MAIN STREET (U.S. HWY. 21) AT THE NORTHWESTERN END OF A MITERED CORNER MARKING THE INTERSECTION OF SAID EASTERN RIGHT OF WAY OF MAIN STREET (U.S. HWY 21) AND THE NORTHERN RIGHT OF WAY OF MILLER AVENUE, SAID POINT ALSO BEING LOCATED N 16-51-27 E 15.00 FEET FROM AN IRON PIN OLD 3/4" OPEN TOP LOCATED AT THE INTERSECTION OF SAID RIGHTS OF WAY IF EXTENDED; THENCE RUNNING ALONG SAID EASTERN RIGHT OF WAY OF MAIN STREET (U.S. HWY. 21) N 15-51-27 E 144.55 FEET TO AN IRON PIN OLD 1/2" REBAR; THENCE N 15-38-03 E 156.89 FEET TO POINT LOCATED AT THE SOUTHWESTERN END OF A MITERED CORNER MARKING THE INTERSECTION OF THE EASTERN RIGHT OF WAY OF MAIN STREET (U.S. HWY 21) AND THE SOUTHERN RIGHT OF WAY OF ELMORE STREET; THENCE TURNING AND LEAVING SAID EASTERN RIGHT OF WAY AND RUNNING ALONG SAID MITERED CORNER N 54-44-45 E 31.04 FEET TO A POINT LOCATED AT THE NORTHEASTERN END OF SAID MITERED CORNER, SAID POINT BEING LOCATED ON THE SOUTHERN RIGHT OF WAY OF ELMORE STREET; THENCE TURNING AND RUNNING WITH SAID SOUTHERN RIGHT OF WAY S 88-08-32 E 139.18 FEET TO AN IRON PIN OLD 1-1/2" OPEN TOP; THENCE S 87-41-46 E 64.88 FEET TO IRON PIN OLD 1/2" REBAR AT THE JOINT CORNER OF FJ TUCKER PROPERTY, NOW OR FORMERLY; THENCE TURNING AND LEAVING SAID SOUTHERN RIGHT OF WAY AND RUNNING WITH THE COMMON LINES OF THE TUCKER PROPERTY S 15-07-21 W 122.01 FEET TO AN IRON PIN OLD 1/2" REBAR; THENCE S 15-13-29 W 50.06 FEET TO IRON PIN OLD 1/2" REBAR; THENCE S 87-41-55 E 25.38 TO AN IRON PIN OLD 1/2" REBAR AT THE JOINT CORNER OF 1216 MILLER LLC PROPERTY, NOW OR FORMERLY; THENCE TURNING AND RUNNING WITH THE COMMON LINE OF SAID 1216 MILLER LLC PROPERTY S 00-37-38 W 164.18 FEET TO AN IRON PIN OLD 1/2" REBAR (BENT) LOCATED ON THE NORTHERN RIGHT OF WAY OF MILLER AVENUE, CROSSING OVER AN IRON PIN OLD 1" OPEN TOP AT 161.45 FEET; THENCE TURNING AND RUNNING ALONG SAID NORTHERN RIGHT OF WAY N 85-57-12 W 279.24 FEET TO A POINT LOCATED AT THE SOUTHEASTERN END OF A MITERED CORNER MARKING THE INTERSECTION OF SAID NORTHERN RIGHT OF WAY OF MILLER AVENUE AND THE EASTERN RIGHT OF WAY OF MAIN STREET (U.S. HWY. 21); THENCE LEAVING THE NORTHERN RIGHT OF WAY OF MILLER AVENUE AND RUNNING ALONG SAID MITERED CORNER N 35-02-52 W 18.92 FEET TO THE POINT AND PLACE OF BEGINNING.

ORDINANCE NO.: 2019-081
EXHIBIT B
INFRASTRUCTURE CREDIT AGREEMENT

INFRASTRUCTURE CREDIT AGREEMENT

by and between

RICHLAND COUNTY, SOUTH CAROLINA

and

NORTH MAIN SENIOR, LLC, a South Carolina limited liability company

Effective as of: June 18, 2019

INFRASTRUCTURE CREDIT AGREEMENT

This INFRASTRUCTURE CREDIT AGREEMENT, effective as of June 18, 2019 (“Agreement”), is by and between RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (“County”), and NORTH MAIN SENIOR, LLC, a South Carolina limited liability company (“Company” together with the County, “Parties,” each, a “Party”).

W I T N E S S E T H :

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

WHEREAS, the County is further authorized by Section 4-1-175 of the Act to grant credits against Fee Payments (“Infrastructure Credit”) to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County and (ii) improved and unimproved real estate and personal property used in the operation of a commercial enterprise or manufacturing facility (collectively, “Infrastructure”);

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

WHEREAS, the Company with the sponsorship and involvement of the Columbia Empowerment Zone, Inc. through its wholly owned subsidiary The Veranda at North Main, LLC (a co-managing member of the Company) has committed to establish a low-income rental housing project for seniors in the County (“Project”) on property more particularly identified by Exhibit A (“Land”), consisting of a total investment of greater than \$10,000,000, of which \$7,000,000 is a taxable investment in real and personal property;

WHEREAS, the Project is encumbered by an Agreement as to Restrictive Covenants between the South Carolina State Housing Finance and Development Authority (“State Housing”) and the Company dated December 27, 2017 (“Restrictive Covenants”) pursuant to which the Company will agree that at least 40% of the completed dwelling units in the Project will be rented continuously to individuals or families whose total aggregate income at the time of initial occupancy does not exceed 60% of the area median gross income as computed by HUD at rents not in excess of the fair market rent as determined by HUD (“Low Income Rental Restrictions”); and

WHEREAS, by an ordinance enacted on June 18, 2019 (“Ordinance”), the County authorized the expansion of the boundaries of the Park and an amendment to the Park Agreement to include the Land and other real and personal property relating to the Project (“Property”) in the Park; and

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

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

ARTICLE I REPRESENTATIONS

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

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

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

- (a) The Company is in good standing under the laws of the State of South Carolina, has power to conduct business in the State of South Carolina and enter into this Agreement, and by proper company action has authorized the officials signing this Agreement to execute and deliver it;
- (b) The Company will comply with the Restrictive Covenants and will use commercially reasonable efforts to provide low-income housing at the Project for the balance of the units;
- (c) The Company will use commercially reasonable efforts to achieve the Company Commitment, as defined below; and
- (c) The Company's execution and delivery of this Agreement, and its compliance with the provisions of this Agreement do not result in a default under any agreement or instrument to which the Company is now a party or by which it is bound.

ARTICLE II INFRASTRUCTURE CREDITS

Section 2.1. *Company Commitment.* The Company shall invest not less than \$10,000,000 in the Project, of which \$7,000,000 shall consist of taxable property, to acquire, construct, furnish and equip the Project ("Company Commitment") by the Certification Date, as defined below. The Company shall certify to the County completion of the Project by no later than December 31, 2019 ("Certification Date"), by providing documentation to the County sufficient to reflect completion of the Project. If the Company fails to achieve and certify the Company Commitment by the Certification Date, the County may terminate this Agreement and, on termination, the Company is no longer entitled to any further benefits under this Agreement. In the event of a default of the Company under the Restrictive Covenants, the Company is subject to the clawback requirements set forth in Section 2.3 below.

Section 2.2. *Infrastructure Credits.*

(a) To assist in paying for costs of Infrastructure, the County shall provide an Infrastructure Credit against certain of the Company's Fee Payments due with respect to the Project. The term, amount and calculation of the Infrastructure Credit is described in Exhibit B.

(b) For each property tax year in which the Company is entitled to an Infrastructure Credit ("Credit Term"), the County shall prepare and issue the Company's annual property tax bill with respect to the Project net of the Infrastructure Credit set forth in Section 2.2(a) ("Net Fee Payment"). Following receipt of the annual bill, the Company shall timely remit the Net Fee Payment to the County in accordance with applicable law.

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

Section 2.3. *Clawback.* In the event of a default of the Company under the Restrictive Covenants (after the expiration of any notice or remedial period contained thereunder) resulting from the Company's failure to satisfy the Low Income Rental Restrictions for any calendar year, the Company shall repay the Infrastructure Credits received for such year. The portion of the Infrastructure Credit to be repaid ("Repayment Amount") is based on the percentage of the occupied dwelling units in the Project which failed to satisfy the Low Income Rental Restrictions divided by the total number of occupied dwelling units in the Project for the prior calendar year, calculated as follows:

Repayment Amount = Total Received x Clawback Percentage

Clawback Percentage = 100% - Low Income Rental Percentage

Low Income Rental Percentage = Number Of Occupied Dwelling Units Which Failed To Satisfy the Low Income Rental Restrictions Divided By The Total Number Of Occupied Dwelling Units in the Project Subject to the Low Income Rental Restrictions For the Prior Calendar Year.

For example, and by way of example only, if the Company had received \$500,000 in Infrastructure Credits, the Project contained 24 occupied dwelling units subject to The Low Income Rental Restrictions in any year and an event of default under the Restrictive Covenants had occurred due to the failure of the Company to satisfy the Low Income Rental Restrictions as to 8 occupied dwelling units in that calendar year, the Repayment Amount would be calculated as follows:

Low Income Rental Percentage = $8/24 = 33.33\%$

Clawback Percentage = $100\% - 33.33\% = 66.66\%$

Repayment Amount = $\$500,000 \times 66.66\% = \$33,330$

All percentages will be rounded to the nearest two decimal places. The Company shall prepare and return the Credit Certificate, attached hereto as Exhibit C ("Credit Certificate"), within 60 days of receiving the Annual Bill certifying that the Company satisfied the Low Income Rental Restrictions or certifying that an event of default occurred under the Restrictive Covenants due to the Company's failure to satisfy the Low income Rental Restrictions. The Credit Certificate shall calculate and set forth the Repayment Amount for the prior calendar year, if any, and the Company shall remit the Repayment Amount along with the Credit Certificate. If not timely paid, the Repayment Amount is subject to the minimum amount of interest that South Carolina law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation arising under this Section survives termination of this Agreement.

Section 2.4. Filings. To assist the County in administering the Infrastructure Credits, the Company shall, for the Credit Term, prepare and file a separate schedule to the SCDOR PT-100, PT-300 with respect to the Property.

Section 2.5 Cumulative Infrastructure Credit. The cumulative dollar amount expended by the Company on Infrastructure shall equal or exceed the cumulative dollar amount of all the Infrastructure Credits received by the Company.

Section 2.6. Termination Upon Receipt of Statutory Exemption. If the South Carolina law provides that the Project qualifies for an exemption under South Carolina law, the Company shall be required to diligently pursue such exemption. This Agreement shall automatically terminate if the Project is determined to be exempt from *ad valorem* property taxes under South Carolina law.

ARTICLE III DEFAULTS AND REMEDIES

Section 3.1. *Events of Default.* The following are “Events of Default” under this Fee Agreement:

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

(b) A Cessation of Operations. For purposes of this Agreement, a “Cessation of Operations” means closure of the Project for a continuous period of twelve (12) months or an event of default under the Restrictive Covenants, in which the Company fails to meet the Low Income Rental Restrictions for a period of 12 months;

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

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

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

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

Section 3.2. *Remedies on Default.*

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

(i) terminate the Agreement; or

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

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

(i) bring an action for specific enforcement;

(ii) terminate the Agreement; or

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

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

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

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

ARTICLE IV MISCELLANEOUS

Section 4.1. *Examination of Records; Confidentiality.*

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

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

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

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

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

Section 4.5. *Limitation of Liability.*

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

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

Section 4.6. *Indemnification Covenant.*

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

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

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

(d) Notwithstanding anything herein to the contrary, the Company is not required to indemnify any Indemnified Party against or reimburse the County for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Agreement, performance of the County's obligations under this Agreement, or the administration of its

duties under this Agreement, or otherwise by virtue of the County having entered into this Agreement; or (ii) resulting from that Indemnified Party's own negligence, bad faith, fraud, deceit, or willful misconduct.

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

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

if to the County:	Richland County, South Carolina Attn: Director of Economic Development 2020 Hampton Street Columbia, South Carolina 29204 Phone: 803.576.2043 Fax: 803.576.2137
with a copy to (does not constitute notice):	Parker Poe Adams & Bernstein LLP Attn: Ray E. Jones 1221 Main Street, Suite 1100 (29201) Post Office Box 1509 Columbia, South Carolina 29202 Phone: 803.255.8000 Fax: 803.255.8017
if to the Company:	North Main Senior, LLC c/o Integral Development LLC 191 Peachtree Street NE, Suite 4100 Atlanta, Georgia 30303
with a copy to (does not constitute notice):	The Veranda at North Main, LLC c/o Columbia Empowerment Zone, Inc. 3200 Grand Street Columbia, South Carolina 29203
with a copy to (does not constitute notice):	Haynsworth Sinkler Boyd, P.A. Attn: Benton D. Williamson 1201 Main Street, 22 nd Floor Columbia, South Carolina 29201

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

Section 4.8. *Administrative Fees.* The Company will reimburse, or cause reimbursement to, the County for the Administration Expenses in the amount of \$3,000. The Company will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Company shall pay the Administration Expenses as set forth in the written request no later than 60 days following receipt of the written request from the County. For purposes of this Section, "Administration Expenses" means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Agreement, including reasonable attorneys' fees. Administration Expenses do not include any costs, expenses, including attorneys' fees, incurred by the County (i) in defending challenges to the Fee Payments or Infrastructure Credits brought by third parties or the Company or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Company outside of the immediate scope of this Agreement, including amendments to the terms of this Agreement. The payment by the Company of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

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

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

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

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

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

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

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

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

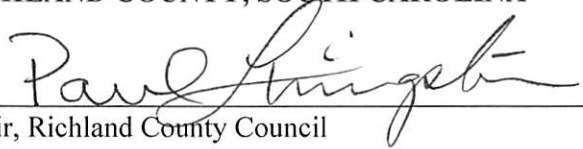
Section 4.17. *Business Day.* If any action, payment, or notice is, by the terms of this Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which

the Party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Agreement, and no interest will accrue in the interim.

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

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

RICHLAND COUNTY, SOUTH CAROLINA



Chair, Richland County Council

(SEAL)
ATTEST:



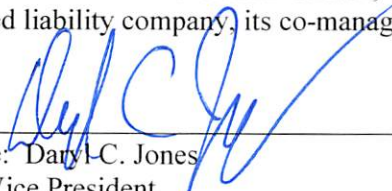
Clerk to Council, Richland County Council

[SIGNATURE PAGE 1 TO INFRASTRUCTURE CREDIT AGREEMENT]

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

**NORTH MAIN SENIOR, LLC, A SOUTH
CAROLINA LIMITED LIABILITY COMPANY**

By: INTEGRAL NORTH MAIN, LLC, a Georgia
limited liability company, its co-managing member

By: 
Name: Daryl C. Jones
Its: Vice President

[SIGNATURE PAGE 2 TO INFRASTRUCTURE CREDIT AGREEMENT]

EXHIBIT A

LAND DESCRIPTION

All those certain pieces, parcels or lots of land with the improvements thereon, known as 3700 North Main Street, Columbia, South Carolina being situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, containing **1.873** acres, more or less, and being shown on that certain plat prepared for Integral Development, LLC by Site Design, Inc. dated November 27, 2017 and last revised December 27, 2017.

AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED ON THE EASTERN RIGHT OF WAY OF MAIN STREET (U.S. HWY. 21) AT THE NORTHWESTERN END OF A MITERED CORNER MARKING THE INTERSECTION OF SAID EASTERN RIGHT OF WAY OF MAIN STREET (U.S. HWY 21) AND THE NORTHERN RIGHT OF WAY OF MILLER AVENUE, SAID POINT ALSO BEING LOCATED N 15-51-27 E 15.00 FEET FROM AN IRON PIN OLD 3/4" OPEN TOP LOCATED AT THE INTERSECTION OF SAID RIGHTS OF WAY IF EXTENDED; THENCE RUNNING ALONG SAID EASTERN RIGHT OF WAY OF MAIN STREET (U.S. HWY. 21) N 15-51-27 E 144.55 FEET TO AN IRON PIN OLD 1/2" REBAR; THENCE N 15-38-03 E 156.89 FEET TO POINT LOCATED AT THE SOUTHWESTERN END OF A MITERED CORNER MARKING THE INTERSECTION OF THE EASTERN RIGHT OF WAY OF MAIN STREET (U.S. HWY 21) AND THE SOUTHERN RIGHT OF WAY OF ELMORE STREET; THENCE TURNING AND LEAVING SAID EASTERN RIGHT OF WAY AND RUNNING ALONG SAID MITERED CORNER N 54-44-45 E 31.04 FEET TO A POINT LOCATED AT THE NORTHEASTERN END OF SAID MITERED CORNER, SAID POINT BEING LOCATED ON THE SOUTHERN RIGHT OF WAY OF ELMORE STREET; THENCE TURNING AND RUNNING WITH SAID SOUTHERN RIGHT OF WAY S 86-08-32 E 139.18 FEET TO AN IRON PIN OLD 1-1/2" OPEN TOP; THENCE S 87-41-46 E 64.88 FEET TO IRON PIN OLD 1/2" REBAR AT THE JOINT CORNER OF FJ TUCKER PROPERTY, NOW OR FORMERLY; THENCE TURNING AND LEAVING SAID SOUTHERN RIGHT OF WAY AND RUNNING WITH THE COMMON LINES OF THE TUCKER PROPERTY S 15-07-21 W 122.01 FEET TO AN IRON PIN OLD 1/2" REBAR; THENCE S 15-13-29 W 50.06 FEET TO IRON PIN OLD 1/2" REBAR; THENCE S 87-41-55 E 25.38 TO AN IRON PIN OLD 1/2" REBAR AT THE JOINT CORNER OF 1216 MILLER LLC PROPERTY, NOW OR FORMERLY; THENCE TURNING AND RUNNING WITH THE COMMON LINE OF SAID 1216 MILLER LLC PROPERTY S 00-37-38 W 164.18 FEET TO AN IRON PIN OLD 1/2" REBAR (BENT) LOCATED ON THE NORTHERN RIGHT OF WAY OF MILLER AVENUE, CROSSING OVER AN IRON PIN OLD 1" OPEN TOP AT 161.45 FEET; THENCE TURNING AND RUNNING ALONG SAID NORTHERN RIGHT OF WAY N 85-57-12 W 279.24 FEET TO A POINT LOCATED AT THE SOUTHEASTERN END OF A MITERED CORNER MARKING THE INTERSECTION OF SAID NORTHERN RIGHT OF WAY OF MILLER AVENUE AND THE EASTERN RIGHT OF WAY OF MAIN STREET (U.S. HWY. 21); THENCE LEAVING THE NORTHERN RIGHT OF WAY OF MILLER AVENUE AND RUNNING ALONG SAID MITERED CORNER N 35-02-52 W 18.92 FEET TO THE POINT AND PLACE OF BEGINNING.

Tax Map Numbers: 09209-20-04 and 09209-20-03

EXHIBIT B**DESCRIPTION OF INFRASTRUCTURE CREDIT**

The Company is entitled to an Infrastructure Credit equal to 97% of the annual Fee Payment due with respect to the Project for a period of 30 years commencing with the first Fee Payment due with respect to the Project.

EXHIBIT C

FORM OF CREDIT CERTIFICATE

Reference is made to that certain Infrastructure Credit Agreement effective as of _____, 2019 ("*Credit Agreement*"), by and among Richland County, South Carolina ("*County*"), and North Main Senior, LLC ("*Company*"). Each capitalized term not defined herein has the meaning ascribed thereto in the Credit Agreement. Company shall in each respective tax year, submit this Certification to County.

As set forth in Section 2.2 of the Credit Agreement, County has agreed to provide Infrastructure Credits against Fee Payments made by the Company as part of the Project. Pursuant to Section 2.2 of the Credit Agreement, the Company is entitled to an Infrastructure Credit in an amount equal to 97% of the annual Fee Payment due with respect to the Project for a term of 30 years. Pursuant to Section 2.3 of the Credit Agreement, the Company shall be required to pay the Repayment Amount in the event there is an Event of Default occurring under the Restrictive Covenants. The Repayment Amount shall be calculated based on the percentage of occupied dwelling units in the Project which fail to satisfy the Low Income Rental Restrictions divided by the total number of occupied dwelling units in the Project for the prior calendar year.

In accordance with the terms of the Credit Agreement, the undersigned authorized agent of the Company certifies Items 1 through 5 as follows:

1. For tax year [YEAR], the Company hereby certifies that the Project contains [] occupied units.
2. For tax year [YEAR], the Company hereby certifies that _____ occupied units failed to satisfy the Low Income Rental Restrictions.
3. For tax year [YEAR], the Company received \$ _____ in Infrastructure Credits, which is the amount required to reduce the Company's tax liability \$ _____.
4. Pursuant to Section 2.3 of the Credit Agreement, the Repayment Amount shall be calculated as follows:

Low Income Rental Percentage = _____

Clawback Percentage = 100% - % _____

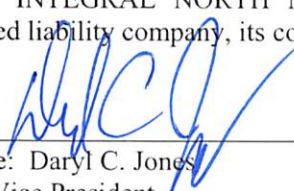
Repayment Amount = \$ _____ x _____ % = \$ _____
5. For tax year [YEAR], the Company is remitting the Repayment Amount equal to \$ _____ along with this Credit Certificate.

Should the County have a genuine dispute as to the validity or accuracy of the Repayment Amount calculations set forth in this Credit Certificate, the Company agrees to pay County's costs and fees, including its attorneys' fees and costs, associated with the certification, calculation, or adjustment of the Credit, in an amount up to \$250 per year.

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

**NORTH MAIN SENIOR, LLC, A SOUTH
CAROLINA LIMITED LIABILITY COMPANY**

By: INTEGRAL NORTH MAIN, LLC, a Georgia
limited liability company, its co-managing member

By: 
Name: Daryl C. Jones
Its: Vice President

[SIGNATURE PAGE 2 TO INFRASTRUCTURE CREDIT AGREEMENT]



We Are Columbia

MEETING DATE: October 15, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2019-083 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article V, Water and Sewer Rates, Sec. 23-154 Extended payment option

FUNDING SOURCE & ORIGINAL BUDGET:

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

ATTACHMENTS:

- **#a:** 2019-083 amend Sec 23-154 Extended payment option (PDF)

ORDINANCE NO.: 2019-083

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article V, Water and Sewer Rates, Sec. 23-154 Extended payment option

BE IT ORDAINED by the Mayor and Council this ___ day of _____, 2019, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article V, Water and Sewer Rates, Sec. 23-154 Extended payment option, is amended to read as follows:

Sec. 23-154. Extended payment option.

At the time of application for a water and/or sewer service connection, applicant may elect to pay the water tap and meter installation fee and/or the sewer tap fee and plant expansion fee in full or pay the fee, or any portion thereof, in forty-eight (48) equal monthly installments with a fixed annual interest rate thereon. The fixed annual interest shall be the interest rate charged for all monthly installments set forth in the Water Installation Fee Agreement and/or the Sewer Tap and Plant Expansion Fee Agreement entered into during that fiscal year. The interest rate shall be calculated for each fiscal year as equal to the prime rate as listed in the first edition of the Wall Street Journal published in the month of May which precedes the upcoming fiscal year ~~plus 2.5 percentage points~~. The monthly payments for the water tap and meter installation fee and/or the sewer tap fee and plant expansion fee shall be added to and collected with the monthly water and/or sewer bill for the property to be served commencing with the first water and/or sewer bill, and shall be collected in the same manner as any other water and/or sewer charges by the City of Columbia. In the event of the sale of the property being served by the water and/or sewer connection, the unpaid portion of the fees subject to the extended payment in accordance with this section shall be immediately due and payable unless Purchaser(s) assume the extended payment obligation at closing. Unless Purchaser(s) apply for transfer of service and/or assume or pay in full the unpaid extended payment, no further water and/or sewer service shall be provided to such property.

Requested by:

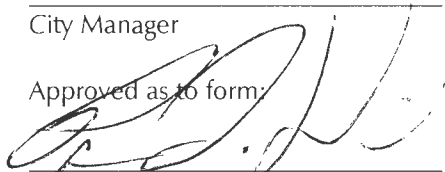
Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:



Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: October 15, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2019-084 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 20, Special Fees and Taxes, Article IV, Electronic Payment Fees, Sec. 20-102 Fee(s) imposed

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Connecting Our Community, Economic Prosperity - Endless Possibilities, Empowering Our Residents, Innovative & High Quality Municipal Services

ATTACHMENTS:

- **#a:** 2019-084 amend Sec. 20-102 Fee(s) imposed (PDF)

ORDINANCE NO.: 2019-084

*Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina,
Chapter 20, Special Fees and Taxes, Article IV, Electronic Payment Fees,
Sec. 20-102 Fee(s) imposed*

BE IT ORDAINED by the Mayor and Council this ___ day of _____, 2019, that the 1998 Code of Ordinances of The City of Columbia, South Carolina, Chapter 20, Special Fees and Taxes, Article IV, Electronic Payment Fees, Sec. 20-102 Fee(s) imposed is amended to read as follows:

Sec. 20-102. Fee(s) imposed.

(a) An electronic payment fee ~~shall~~ may be added to the amount due the City for the service provided for customers electing to pay their accounts by credit card, debit card or other electronic funds transfer. Such fee amount shall be equal to the amount charged by the provider of such payment service and shall be remitted to the provider.

(b) Dishonored electronic payments. A charge in the maximum amount permitted by South Carolina law shall be added to a customer's account for each chargeback ordered if payment is made by debit or credit card or other electronic funds transfer and subsequently dishonored.

This ordinance is effective as of final reading.

Requested by:

Assistant City Manager Palen

MAYOR

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: October 15, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2019-093 Authorizing the City Manager to execute a Fifth Lease Amendment between the City of Columbia and First-Citizens Bank & Trust Company for lease of approximately 34, 221 square feet of 1225 Lady Street

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Connecting Our Community, Economic Prosperity - Endless Possibilities

ATTACHMENTS:

- **#a:** R-2019-093 Fifth Lease Amendment 1225 Lady (PDF)

RESOLUTION NO.: R-2019-093

Authorizing the City Manager to execute Fifth Lease Amendment between the City of Columbia and First-Citizens Bank & Trust Company for lease of approximately 34,221 square feet of 1225 Lady Street

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2019, that the City Manager is hereby authorized to execute the attached Fifth Lease Amendment, or on a form approved by the City Attorney, between the City of Columbia and First-Citizens Bank & Trust Company for lease of approximately 34,221 square feet of office space on the first floor, second floor and basement of 1225 Lady Street.

Requested by:

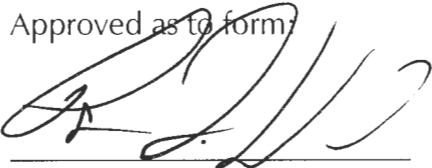
Assistant City Manager Palen

Mayor

Approved by:

City Manager

Approved as to form:



Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

FIFTH LEASE AMENDMENT

THIS FIFTH LEASE AMENDMENT (the "**Amendment**"), made between **FIRST-CITIZENS BANK & TRUST COMPANY**, a North Carolina banking corporation, as successor by merger with First Citizens Bank and Trust Company, Inc. (herein called "**Landlord**"), and **THE CITY OF COLUMBIA**, a municipality in the State of South Carolina (herein called "**Tenant**").

WITNESSETH:

WHEREAS, Landlord is the owner of that certain commercial office building located at 1225 Lady Street, in the City of Columbia, Richland County, South Carolina (the "**Building**"); and

WHEREAS, Landlord and Tenant entered into that certain Office Lease Agreement dated May 8, 2007, (the "**Initial Lease**") pursuant to which Landlord leases to Tenant the Demised Premises being more particularly described in the Lease; and

WHEREAS, the Initial Lease was previously amended by First Amendment to Lease dated June 6, 2007, Second Amendment to Lease dated on or about August 2, 2007, Third Amendment to Lease dated August 20, 2011, and Fourth Amendment to Lease dated May 31, 2017 (collectively the "**Prior Amendments**" and together with the Initial Lease the "**Lease**"); and

WHEREAS, Tenant has requested and, subject to the terms and conditions set forth herein, Landlord agrees to reduce the size of the Demises Premises as of the Effective Date; and

WHEREAS, Landlord intends to lease portions of the Building formerly subject to the Lease to third party tenants and, as a result, desires to amend the Lease in order to contemplate multiple tenants occupying the Building; and

WHEREAS, Landlord and Tenant desire and agree to modify the Lease to reflect: (i) the square footage and floor plan of the Demised Premises as amended hereby, and (ii) to make such other changes to the Lease as set forth herein; and

WHEREAS, capitalized terms used but not defined in this Amendment shall have the meanings prescribed to them in the Lease.

NOW THEREFORE, for and in consideration of the mutual promises and undertakings of the parties as set forth herein and in the Lease, Five and no/100 (\$5.00) Dollars, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant, intending to be legally bound, hereby agree as follows:

1. The above-stated recitals are incorporated herein as if repeated verbatim.
2. **Demised Premises.** Prior to the Effective Date, the Demised Premises which is leased to Tenant under the Lease is (described in Article A of the Lease) is comprised of all portions of the Building and contains approximately 41,633 rentable square feet. As of the Effective Date, and subject to the terms and conditions set forth herein, the Demised Premises shall be reduced to 34,221 rentable square feet located on the first (1st) and second (2nd) floor(s) and the basement of the Building. The Demised Premises that shall remain subject to the terms and conditions of the Lease, as adjusted hereby, shall be as approximately shown on the floor plan attached hereto as Exhibit "A" and incorporated herein by reference. As of the Effective Date, all references in the Lease to the Demised Premises shall hereafter refer to the Demised Premises as adjusted herein, together with the non-exclusive rights to the Common Areas as described below.
3. **Release.** As of the Effective Date, Tenant shall have no further claim to the portion of the Building comprising 7,412 rentable square feet, located on the first (1st) floor of the Building, formerly occupied by Tenant, and released and removed from the description of the Demised Premises in Section 2 above (and including any and all installations made therein by Tenant, except Tenant shall have the right, prior to the Effective Date, to remove its merchandise, personal property, and trade fixtures, and any other removable items which are the property of the Tenant) (said released portion being the "**Released Space**"); and, Tenant does hereby remise, release and forever quit claim to the Landlord its successors and assigns, all interest it acquired in the Released Space by any construction or installation it has performed or caused to be performed therein. Tenant shall remain liable for the performance of all of its obligations and for the payment of rent and other charges which it is to pay to the Landlord for the Released Space pursuant the provisions of the Lease, which shall be accrued as of the Effective Date, and for the performance of all other terms, covenants and provisions of the Lease to the Effective Date. After the Effective Date, Landlord and Tenant hereby release and discharge each other from any and all claims, actions and liabilities as to the Released Space **only**, provided, however, that either party shall have the right to enforce any then unsatisfied obligation of the other party maturing prior to the Effective Date.
4. **Common Areas.** Tenant acknowledges that Landlord intends to lease the Released Space to one or more third party tenants and, as such, as of the Effective Date, and notwithstanding anything in the Lease to the contrary, Tenant shall no

APPROVED AS TO FORM


Legal Department City of Columbia, SC

Page 1 of 7

longer have exclusive rights to the Building; rather, the Lease is hereby amended as necessary to state that the Tenant shall have the non-exclusive right to use all corridors, elevators, lobby areas, restrooms, sidewalks, driveways, loading docks, parking areas, and other common facilities, areas and improvements located in the Building or on the Landlord's property on which the Building and Demised Premises are located ("**Landlord's Property**"), and provided by Landlord for the general use in common by any tenant(s) of the Building or Landlord's Property, and their respective employees, business invitees and customers in or about the Building and Landlord's Property (collectively, the "**Common Areas**"). Tenant acknowledges that Landlord shall have the right to lease or otherwise make any remaining portion of the Building or Landlord's Property not deemed to be the Demised Premises (as adjusted hereby) available to any third party.

5. Article 3 "Insurance/Indemnity", Section (B) "Property Insurance" of the Lease is hereby deleted and replaced in its entirety with the language appearing below. The remainder of Article 3 not replaced hereby shall remain in full force and effect.

"B. "Property Insurance" Landlord shall obtain and keep in force during the term of this Lease a policy or policies of insurance covering loss or damage to the premises, in the amount of the full replacement value thereof, providing against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, special extended perils (Special Cause of Loss Form) and loss of rents. Tenant shall pay during the term hereof, in addition to Rent, Tenant's Pro Rata Share of all premiums for the insurance required under this Paragraph 3(B). Tenant agrees that it will not do or keep anything in or about the Demised Premises which will contravene the Landlord's policies insuring against loss or damage by fire or other hazards, or which will prevent the Landlord from procuring such policies in companies acceptable to the Landlord. The costs incurred by Landlord to procure and maintain any policy or policies of insurance required of Landlord under this Article 3 shall be included in the Operating Expenses."

6. Article 5 "Repair and Care of Building by Tenant" of the Lease is hereby deleted and replaced in its entirety with the language appearing below.

"5. **REPAIR AND CARE OF BUILDING BY TENANT:** Tenant shall, throughout the initial term of this Lease and any renewals thereof, as its own expense, maintain in good order and repair the Demised Premises, including all improvements located thereon, except those repairs expressly required to be made by Landlord. Tenant shall also maintain a pest control treatment contract for the Demised Premises. Tenant agrees to return said Demised Premises to Landlord at the expiration or prior termination of this Lease in as good condition and repair as when received, natural wear and tear, damage by storm, fire, lightning, or other natural casualty excepted."

7. Article 6 "Repair and Care of Building by Landlord" of the Lease is hereby deleted and replaced in its entirety with the language appearing below.

"6. **REPAIR AND CARE OF BUILDING BY LANDLORD:** Landlord shall, as part of the Operating Expenses to be reimbursed by Tenant, make all repairs to the Property, the Building, the Demised Premises, and/or the Common Areas, including but not limited to, the plumbing, heating air-conditioning and ventilation system with associated conduits and duct work (collectively the "HVAC"), electric wiring (with the exception of low voltage wiring), and lighting apparatus, necessary to keep the Demised Premises and other areas of the Landlord's Property in proper order, repair and condition, including replacements or repair of all damages or broken fixtures and appurtenances, except for any repairs or replacements required thereto by reason of the acts of the Tenant, its employees, agents, invitees, licensees, or contractors. Landlord shall be responsible for all required replacements of major components of the said equipment including all cost of installation. Tenant shall promptly report in writing to Landlord any defective condition which Landlord is required to repair or replace, and failure to report such defects makes Tenant responsible to Landlord for any liability, costs or attorney's fees incurred by Landlord by reason of such defect. Landlord shall not be obligated to make any repair or replacement required of it until notice in writing from Tenant of need for same. Landlord shall have reasonable time in which to make such repair or replacement."

8. Article 9 "Payment of Taxes and Other Assessments" of the Lease is hereby deleted and replaced in its entirety with the language appearing below.

"9. **PAYMENT OF TAXES AND OTHER ASSESSMENTS:**

- (a) Tenant shall timely pay directly to the applicable governmental taxing authorities any and all taxes with respect to any and all of Tenant's personal property which shall at any time be situated in, at or about the Demised Premises, including, but not limited to Tenant's leasehold improvements, trade fixtures, inventory and personal property.

- (b) Landlord shall pay annually all real estate taxes (defined below) assessed or imposed upon the Landlord's Property, the Building, or the Demised Premises which become due or payable during the term of this lease, as the same may be extended. As used in this Lease the term "real estate taxes" shall mean and include all ad valorem real property taxes, public and governmental charges and assessments, including all general, extraordinary or special assessments, or assessments against any of Landlord's personal property now or hereafter located in the Building, all costs and fees incurred by Landlord in contesting or negotiating with public authorities (Landlord having the sole authority to conduct such a contest or enter into such negotiations) as to any of the same and all sewer and other taxes and charges, but shall not include taxes on Tenant's personal property described in subsection (a) above. All real estate taxes shall be included as Operating Expenses and shall be paid by Tenant to Landlord in accordance with the terms of the Lease. Tenant shall pay any real estate taxes and all increases in the real estate taxes and other assessments assessed or levied including but not limited to business improvement district assessments against the Demised Premises, the Building or the Landlord's Property, as well as any special assessment imposed upon the Demised Premises for any purpose whatsoever during the term, whether the increase in taxation results from a higher tax rate or an increase in the assessed valuation of the Demised Premises, the Building or the Landlord's Property or of any of the foregoing. If the real estate taxes are increased because of the fixtures added by Tenant, Tenant shall reimburse Landlord for all such real estate taxes so assessed because of said improvements (and such amounts shall not be included in Operating Expenses). Such payment shall be made by Tenant and Landlord not later than thirty (30) days following the date on which Landlord provides Tenant with written evidence of such increase. In the event that any documentary stamp tax, or tax levied on the rental, leasing or letting of the Demised Premises whether local, state, or federal, is required to be paid to the execution hereof, the cost thereof shall be borne by the Tenant."

9. Pro Rata Share. Commencing on the Effective Date, and notwithstanding anything in the Lease to the contrary, Tenant's Pro Rata shall be based on the revised rentable square footage of the Demised Premises set forth herein and shall be deemed to be 82.2% (i.e. 34,221 s.f. / 41,633 s.f.).

10. Article 15 "Payment of Utilities" of the Lease is hereby deleted and replaced in its entirety with the language appearing below.

"15. Utilities and Services. As long as Tenant is not in default under any of the terms of the Lease, and such default is not cured within the cure period(s) set forth herein, Landlord shall furnish the services listed below to the Demised Premises. The cost for all such utilities and services shall be included in Operating Expenses for which Tenant shall reimburse Landlord as provided in the Lease.

- a. Electricity for routine lighting and the use of general office machines such as typewriters, dictating equipment, calculators, personal computers and Lessee's general office equipment and the like, which use 110-volt electric power;
- b. Heat and air conditioning during normal business hours (Monday – Friday 8 am to 5 pm excluding bank holidays). Such heat and air conditioning to be provided by using the existing HVAC systems in the Building, it being expressly understood and agreed by the parties that Lessor specifically shall not be liable for any losses or damages of any sort incurred by Lessee due to any failure of the equipment to function properly, or while it is being repaired, or due to any governmental laws, regulations or restrictions pertaining to the furnishing or use of such heat and air conditioning; unless such failure is due to Lessor's willful neglect or lack of proper maintenance. If Lessee requires HVAC services at any time other than the Normal Business Hours Lessor shall furnish such "after hours" service upon reasonable prior notice from Lessee, and Lessee shall pay Lessor's reasonable cost which are currently \$35/hour after hour HVAC usage which amount is subject to change; provided, however, notwithstanding the foregoing, (i) the first sixty (60) hours of after-hours HVAC service utilized by Lessee in any calendar year during the Term shall be without cost to Lessee, and (ii) Lessor shall provide heat and air conditioning on a 24/7 basis for Lessee's computer network and server equipment with such equipment not being subject to normal business hours of operation;
- c. Furnish elevator service during normal business hours and access outside of normal business hours via secured card key or similar security device;
- d. Lighting replacement for the Demised Premises' standard lights;
- e. Water for drinking purposes;
- f. Hot and cold water for lavatory purposes; and
- g. Sewage."

11. The following provisions are hereby added as new and additional terms and conditions to the Lease.

"Operating Expenses.

a. As used herein, "Operating Expenses" shall mean all costs of operating and maintaining the Building, the Demised Premises and the Landlord's Property, in a manner deemed by Landlord appropriate for the common interests of tenants in the Building, and consistent with similar office buildings in Columbia, South Carolina. Included among the costs and expenses which constitute Operating Expenses, but not limited thereto, shall be, at the option of Landlord, (i) all reasonable costs and expenses of protecting, operating, managing, repairing, lighting, cleaning, painting, striping, re-surfacing and re-paving the parking areas and driveways, insuring (including, but not limited to, fire and extended coverage insurance on the Building, insurance against liability for personal injury, death and property damage and workmen's compensation insurance, business interruption insurance and rent loss insurance, (but Tenant shall have no interest in such insurance or the proceeds thereof except as set forth herein)) the Demised Premises, the Building (including, but not limited to Common Areas), and Demised Premises, (ii) removing of snow, ice and debris, (iii) police protection, security and security patrol, fire protection, regulating traffic, (iv) inspecting, repairing, maintaining, as necessary, the machinery and equipment used in the operation of the Building, (v) cost and expense of maintaining, repairing and replacing storm and sanitary drainage systems, electrical, gas, water, telephone and fire suppression systems, (vi) cost and expense of installing, maintaining, repairing and replacing burglar or fire alarm systems in the Building, if installed, (vii) cost and expense of landscaping and shrubbery maintenance and replacement, (viii) expenses of and costs incurred for utilities and other services provided by the Landlord hereunder, (ix) administrative overhead costs, including, but not limited to, reasonable management fees, legal, accounting, inspection and consultation fees applicable to the Building and Landlord's Property, and (x) any depreciation costs related to costs incurred by the Landlord for any capital improvements or structural repairs to the Building area to effect labor savings or otherwise reduce Operating Expenses and such expense reduction can be directly measured and demonstrated to Tenant, or non-capital improvement costs required by any change in the laws, ordinances, rules, regulations or orders of any governmental or quasi-governmental authority having jurisdiction over the Building or Landlord's Property. Operating Expenses shall not include any costs or expenses which are incurred for the sole use and purpose of other tenants of the Building or costs and expenses which are reimbursed to Landlord by other tenants of the Building. Notwithstanding the foregoing, it is agreed that the Operating Expenses shall not include: any leasing or marketing or brokerage costs, fees (except Operating Expenses may include management fees), or commissions; any cost of construction to upfit space for occupancy by tenants; any amortization of principal or interest on account of any indebtedness; any legal expenses arising out of any misconduct or negligence of Landlord or any person for which Landlord is responsible or arising out of dealings between any principals constituting Landlord or arising out of any leasing, sale or financing of the Building or the Landlord's Property or any part of either of them; or, except as expressly permitted above, any amortization or depreciation.

b. Commencing on the Effective Date, Tenant shall pay to Landlord, as Additional Rent, Tenant's Pro Rata Share of the Operating Expense in monthly installments on the first day of each calendar month during the term and any extension thereof in amounts as estimated by Landlord. Such monthly installments shall increase or decrease upon notice from Landlord given after the actual or anticipated amounts of Operating Expenses due or payable in a particular calendar year are determined. Following the close of each full or partial calendar year during the term, as the same may be extended, the actual amount of Operating Expenses due or payable shall be computed by Landlord and any excess paid by Tenant during such calendar year over the actual amount Tenant is obligated to pay hereunder shall be credited to Tenant against its future Operating Expenses obligations hereunder, and within thirty (30) days after written notice from Landlord, Tenant shall pay any deficiency owed by Tenant to Landlord."

12. Parking. The Lease is hereby amended so that, as of the Effective Date, and notwithstanding anything in the Lease to the contrary, Tenant shall have the right to use twenty-eight (28) parking spaces in the parking lot located on the Landlord's Property and adjacent to the Building. The parking space made available to Tenant hereunder are identified on the drawing attached hereto and included herein by reference as Exhibit "B".

13. Expiration of Term and Early Termination. The term of the Lease shall expire at 11:59 pm on July 14, 2022; provided, however, that Tenant shall continue to have a one-time right to terminate the Lease. Such early termination date shall be as of 11:59 PM (Eastern) on the fourteenth (14th) day of July, 2020 (the "**Early Termination Date**"); provided, however that Tenant must provide Landlord with prior written notice of its intent to terminate the Lease **prior to** the date that is six (6) months prior to the Early Termination Date ("**Termination Notice**").

14. Article 32(B) "Option to Renew" of the Lease is hereby deleted in its entirety, and Tenant shall have no further options to renew or otherwise extend the Term of the Lease. Term of the Lease shall expire at 11:59 pm on July 14, 2022 unless terminated earlier as described above.

15. Contingency. This Amendment and all terms and conditions set forth herein is expressly conditioned upon Landlord entering into executed lease(s) with third party(ies) for the Released Space. If Landlord is unable, for any reason, to obtain executed lease(s) for the Released Space, this Amendment shall become null and void and of no further force or effect, and all payments of rents and other charges shall be paid, and Tenant shall remain liable for the performance of all its obligations pursuant to the provisions of the Lease as if this Amendment were never executed.

16. Except as modified or amended hereby, the terms and provisions of the Lease shall remain in full force and effect. If any terms of this Amendment are inconsistent with any one or more terms of the Lease, the terms of this Amendment shall control; provided, however, that all of the provisions of the Lease affected by this Amendment shall be deemed amended, whether or not actually specified herein, if such amendment is clearly necessary to effectuate the intent of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Fifth Lease Amendment to be effective as of the date of the last signature hereinbelow.

WITNESSES:

LANDLORD:

FIRST-CITIZENS BANK & TRUST COMPANY,
 a North Carolina banking corporation

By: _____
 Name: _____
 Title: _____
 Date: _____

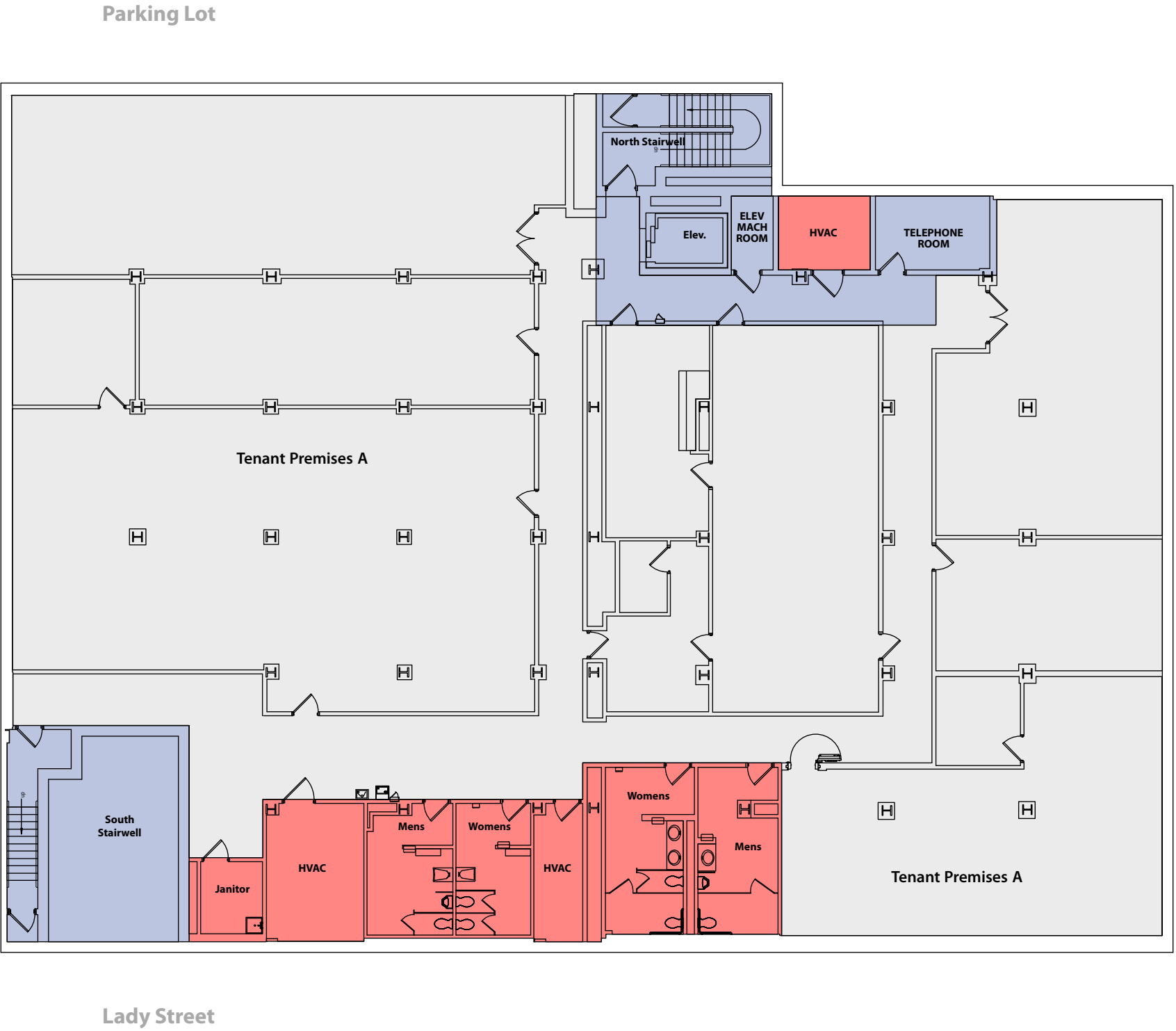
TENANT:

THE CITY OF COLUMBIA, SOUTH CAROLINA

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

APPROVED AS TO FORM

 Legal Department City of Columbia, SC



- Major Vertical Penetrations
- Floor Service Area
- Building Amenity Area
- Occupant Storage Area
- Building Service Area
- Tenant Area

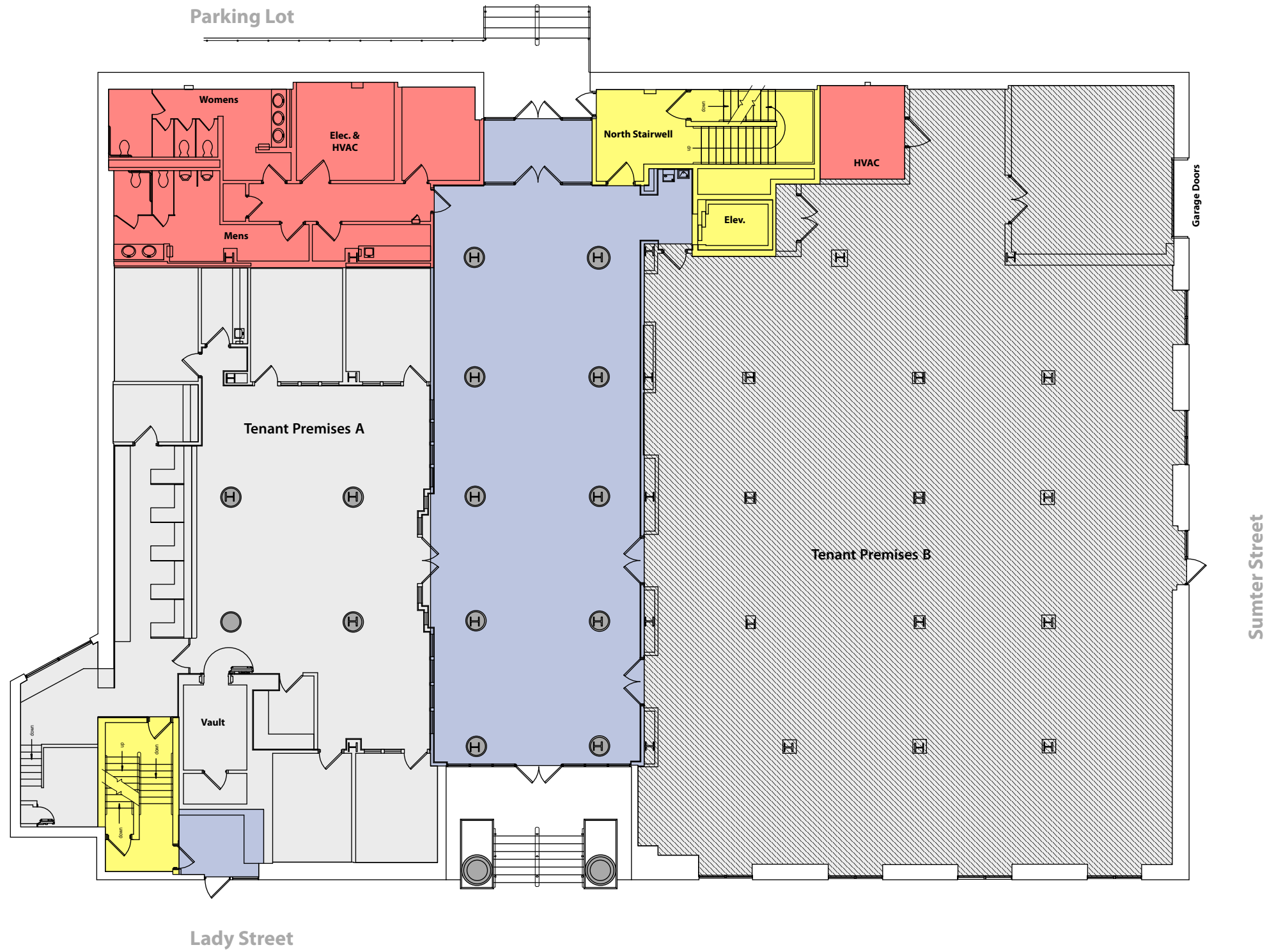
Basement

BOMA 2017 Area Calculations

ProjectFirst Citizens

Location1225 Lady Street, Columbia SC

DateRevised October 3, 2019

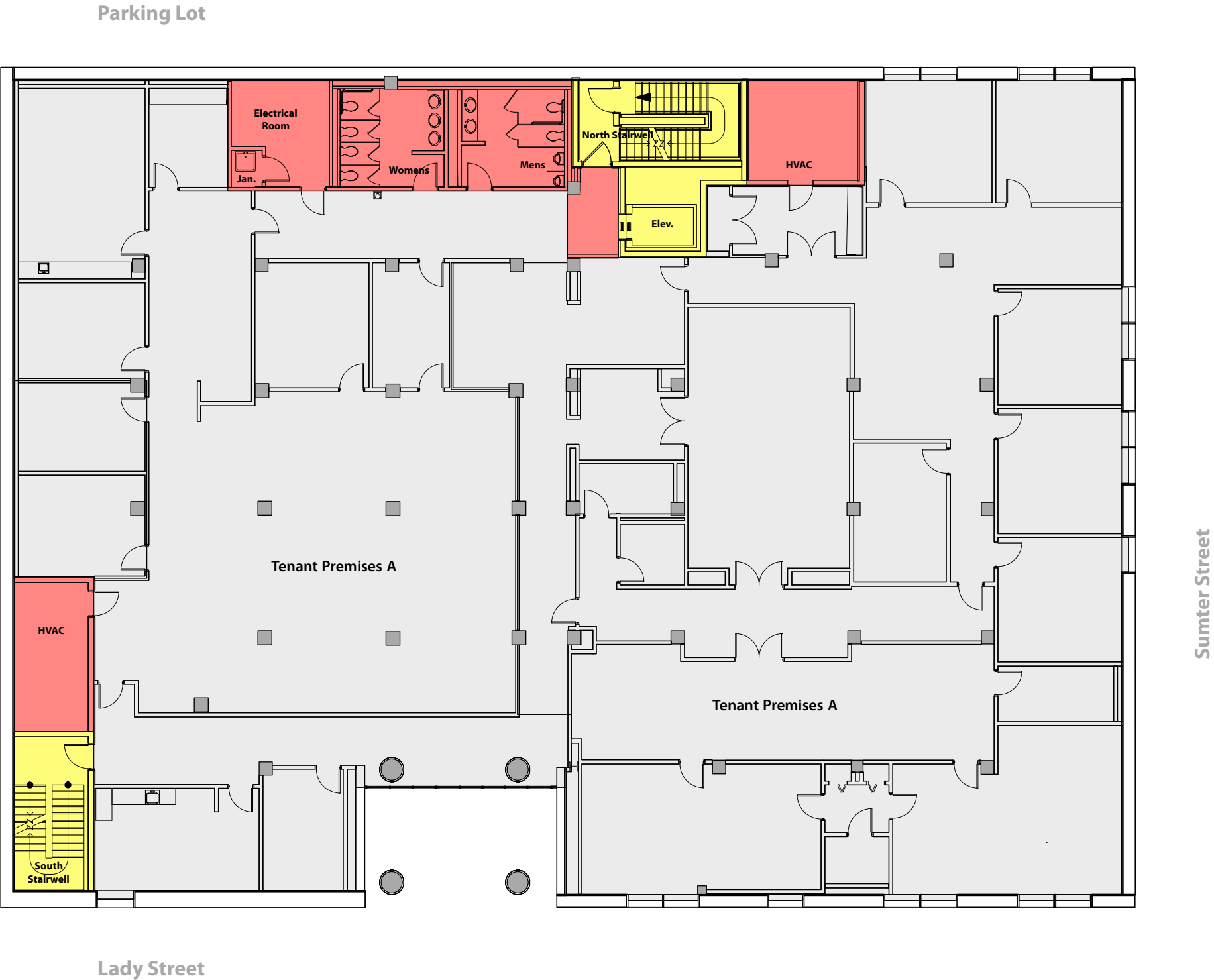


- | | |
|-----------------------------|-----------------------|
| Major Vertical Penetrations | Occupant Storage Area |
| Floor Service Area | Building Service Area |
| Building Amenity Area | Tenant Area |

Floor One

BOMA 2017 Area Calculations

Project	First Citizens
Location	1225 Lady Street, Columbia SC
Date	Revised October 3, 2019



- | | |
|-----------------------------|-----------------------|
| Major Vertical Penetrations | Occupant Storage Area |
| Floor Service Area | Building Service Area |
| Building Amenity Area | Tenant Area |

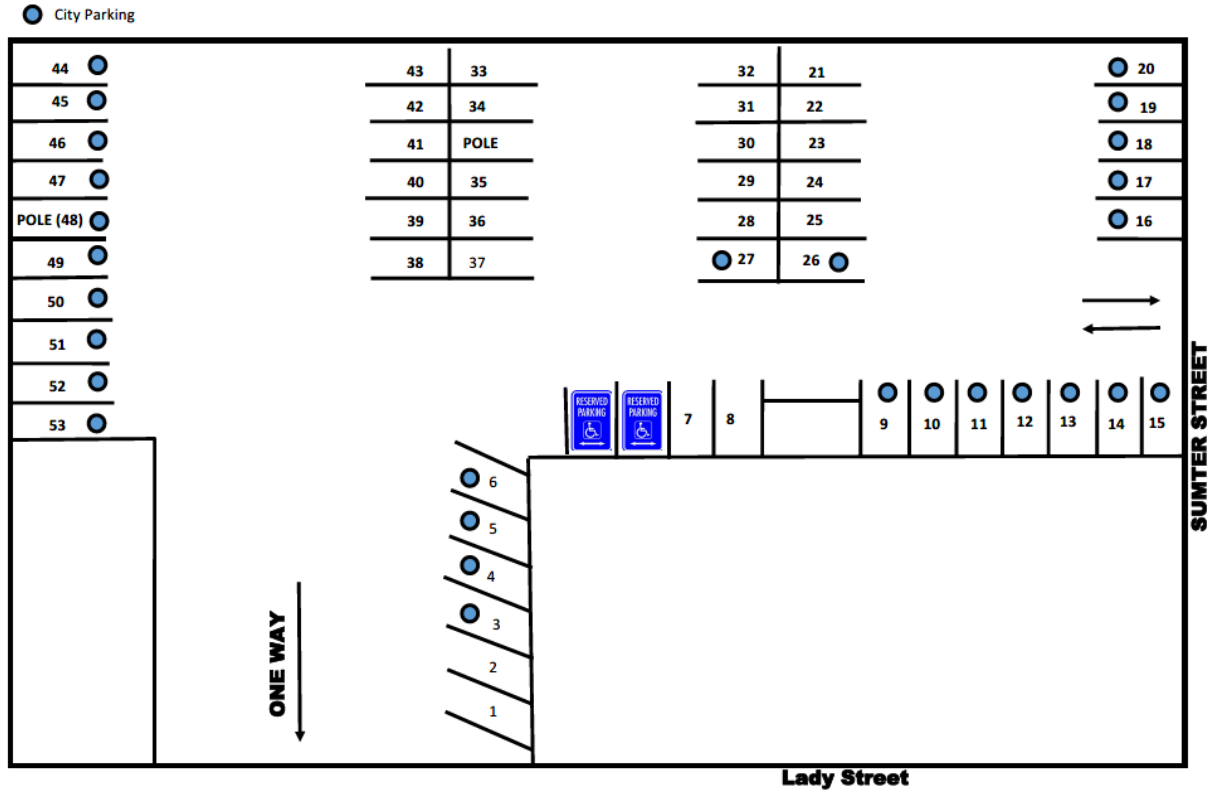
Floor Two

BOMA 2017 Area Calculations

Project	First Citizens
Location	1225 Lady Street, Columbia SC
Date	Revised October 3, 2019

EXHIBIT “B”

[Drawing to Show 28 Parking Spaces]





We Are Columbia

MEETING DATE: October 15, 2019

DEPARTMENT: Budget & Program Management

FROM: *Missy Caughman,*

SUBJECT: Accommodations Tax Surplus - Ms. Dee Dee Fanning, Grants Coordinator/Community Projects Liaison

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: No



We Are Columbia

MEETING DATE: October 15, 2019

DEPARTMENT: Traffic Engineering

FROM: *David Brewer,*

SUBJECT: Council is asked to approve the Installation of one (1) Speed Hump on Bryan Street as requested by the Public Works Department.

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: No

ATTACHMENTS:

- **#a:** Bryan St Hump Memo 2.pdf (PDF)
- **#b:** EPNA approval email (PDF)
- **#c:** Bryan St Speedhump Map (PDF)



EVERYONE COUNTS, EVERYONE CONTRIBUTES, EVERYONE BENEFITS

CITY OF COLUMBIA
PUBLIC WORKS DEPARTMENT
TRAFFIC ENGINEERING DIVISION

INTEROFFICE MEMORANDUM

TO: Robert Anderson, Director of Public Works

FROM: David D. Brewer, City Traffic Engineer

SUBJECT: Traffic Calming – Bryan Street

DATE: September 30, 2019

In response to a request from the Elmwood Park Neighborhood Association regarding conditions on Bryan Street between Main Street and Rembert Street, traffic volume/speed surveys were conducted relative to the need for additional traffic control measures.

Bryan Street is a two-lane residential street owned by the City of Columbia, with a posted speed limit of 25 mph.

Residents have requested one speed hump as shown on the attached map to aid in controlling vehicle speeds in the area. Proposed locations for the associated warning signs are also shown. The Police and Fire Departments have reviewed the proposed locations. If City Council approves, please advise me, and we will proceed with installation.

Moore, Erika

From: Anderson, Robert A
Sent: Wednesday, October 9, 2019 3:57 PM
To: Moore, Erika
Subject: FW: [EXTERNAL] Re: Speed Hump Request - Bryan Street
Attachments: Bryan St. Speed Hump.mxd.pdf

[Will this work?](#)

From: Brewer, David
Sent: Wednesday, October 09, 2019 3:53 PM
To: Anderson, Robert A <Robert.Anderson@columbiasc.gov>
Subject: Fw: [EXTERNAL] Re: Speed Hump Request - Bryan Street

From: Kelly Helms <kelly.helms@mac.com>
Sent: Tuesday, September 10, 2019 8:00:51 AM
To: Brewer, David <David.Brewer@columbiasc.gov>
Subject: [EXTERNAL] Re: Speed Hump Request - Bryan Street

CAUTION: This email originated outside of the organization. Do not click links or open attachments from unknown senders or suspicious emails. Never enter a username or password on a site that you did not knowingly access.

Good morning!

The neighborhood association reviewed the location of the speed hump and signs at last night's meeting. The members in attendance voted to go forward with the request to City Council. Thank you very much with your assistance in this.

Sincerely,
 Kelly Helms, VP EPNA

kellyhelmstherapy.com

On August 5, 2019 at 1:09 PM, "Brewer, David" <David.Brewer@columbiasc.gov> wrote:

Per the request from the Elmwood Park Neighborhood, attached is a map showing a possible location for a speed hump and associated warning signs on Bryan Street between Main Street and Rembert Street. Please note the warning signs are mandatory and these will have to be placed immediately adjacent to the hump.

Please review the map with the neighborhood and the affected residents and if the neighborhood concurs, I will send on to City Council for approval.

David D. Brewer, P.E., City Traffic Engineer

Public Works Department

2910 Colonial Drive, Columbia, SC 29203

Phone: (803) 545-3850

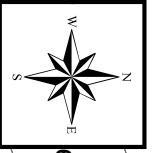
Fax: (803) 733-8648

david.brewer@columbiasc.gov

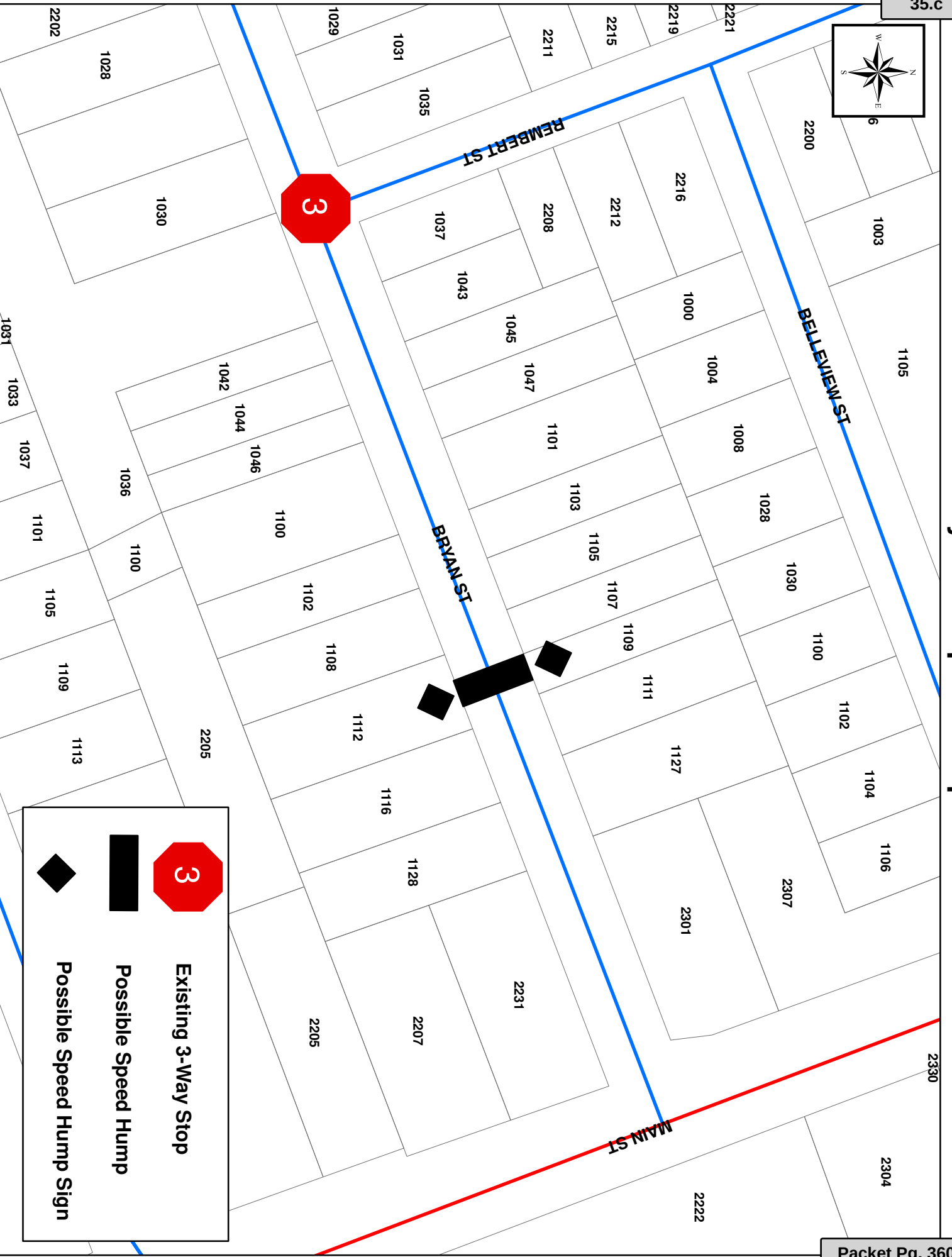
ColumbiaSC.net

City of Columbia E-Mail Address Change Notice:

The City of Columbia will be updating our e-mail address format and moving from columbiasc.net to columbiasc.gov. Please make note and update contact information accordingly.



Bryan St. Speedhump





We Are Columbia

MEETING DATE: October 15, 2019

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Central Midlands Council of Governments

**FUNDING SOURCE &
ORIGINAL BUDGET:**

Purpose: The Central Midlands Council of Governments' purpose is to prepare studies and makes recommendations on matter affecting the public health, control, utilities, planning, development and such other matters as the common interest of the participating governments may dictate.

Composition: The board is comprised of representatives from surrounding counties and municipalities in those surrounding counties. The number of delegates from each entity is based off of its population. The city currently has 3 citizen appointees and 4 councilmembers or their designees.

Action: Council is asked to reappoint William Leidinger to the Central Midlands Council of Governments (CMCOG) or appoint a new applicant.

Council is also asked to reappoint Councilwoman Tameika Isaac Devine or appoint a new councilmember to the Central Midlands Council of Governments

HISTORY:

09/17/19	Columbia City Council	DEFERRED
10/01/19	Columbia City Council	APPROVED

Upon a motion made by Mr. Duvall and seconded by Mayor Benjamin, Council voted unanimously to approve the reappointment of Mr. William Leidinger to the Central Midlands Council of Governments and to hold appointment of second position.



We Are Columbia

MEETING DATE: October 15, 2019

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Climate Protection Action Committee

**FUNDING SOURCE &
ORIGINAL BUDGET:**



We Are Columbia

MEETING DATE: October 15, 2019

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Municipal Election Commission

**FUNDING SOURCE &
ORIGINAL BUDGET:**

TO: Teresa Wilson, City Manager

FROM: Ashley Jenkins, Office of the City Manager

DATE: September 9, 2019

SUBJECT: Municipal Election Commission

Purpose: The Municipal Election Commission determines the eligibility of candidates seeking office; counts and verifies absentee ballots to ensure the integrity of the election process in accordance with state statute; and certifies the results of all municipal elections.

Composition: This commission is comprised of 3 appointees who serve a six (6) year term with eligibility for one (1) re-appointment. All appointees must reside within the city limits.

Action: Council is asked to appoint one (1) individual to the commission.

- Current District Representation is:
 - District 1 - 0
 - District 2 - 0
 - District 3 - 1
 - District 4 - 1
 - Not in City Limits - 0
- We have received three (3) applications. District Representation of Applicant(s) are:
 - District 1 - 1
 - District 2 - 0
 - District 3 - 1
 - District 4 - 0
 - Not in City Limits - 1

HISTORY:

09/17/19	Columbia City Council	DEFERRED
10/01/19	Columbia City Council	DEFERRED



We Are Columbia

MEETING DATE: October 15, 2019

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Property Maintenance Board of Appeals

**FUNDING SOURCE &
ORIGINAL BUDGET:**

Purpose: The purpose of this commission is to provide for the orderly disposition of the business of the Property Maintenance Board of Appeals (Board) by codifying the means by which that business is to be transacted.

Composition: This commission is comprised of seven (7) members. Appointees serve a three (3) year term with the possibility of one (1) re-appointment.

Action:

- **Council is also asked to Appoint two (2) applicants who are qualified by experience and training** (i.e. architect, contractor, engineer, property manager) to pass on matters pertaining to property maintenance.)

District Representation:

- District 1 - 0
- District 2 - 0
- District 3 - 1
- District 4 - 1
- Outside City Limits - 3

District Representation of Applicants:

There are three applicants for consideration for a new appointments

- District 1 - 0
- District 2 - 0
- District 3 - 1
- District 4 - 1
- Outside City Limits - 1

HISTORY:

09/17/19	Columbia City Council	DEFERRED
10/01/19	Columbia City Council	APPROVED

Upon a motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted unanimously to approve the reappointments of William Scott Barnes, Leslie Williams, Tammy Davis, and Michael Bailey and to hold new appointments to the Property Maintenance Board of Appeals.