



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, JANUARY 18, 2022

The Columbia City Council will conduct a Council Meeting on Tuesday, January 18, 2022 at 4:00 p.m. at City Hall, 1737 Main Street, Columbia, SC 29201. Members of the public are encouraged to participate remotely by viewing the meeting online at www.columbiasc.gov or via telephone by dialing **855-925-2801**. When prompted, enter meeting code: **4587**. During the meeting: press *1 to listen; *2 to leave a message; or *3 to request to speak. For additional information visit www.columbiacitysc.igm2.com. You may also register at this site to post comments related to items on the agenda. For questions regarding the meeting, please contact the City Clerk at (803)545-3045 or cityclerk@columbiasc.gov.

The Honorable Daniel J. Rickenmann, Mayor
The Honorable Edward H. McDowell, Jr., District II ▪ The Honorable Howard E. Duvall, Jr., At-Large
The Honorable William Brennan, District III ▪ The Honorable Joe E. Taylor, Jr., District IV
The Honorable Tina N. Herbert, District I ▪ The Honorable Aditi Bussells, At-Large

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.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

ADOPTION OF THE AGENDA

APPROVAL OF MINUTES

1. Council is asked to approve the November 29, 2021 Budget Workshop and December 21, 2021 Council Meeting Minutes.

CITY COUNCIL DISCUSSION / ACTION

2. 2022 State Legislative Update - Mr. Kyle Michel, Michel Law Firm, LLC; Mr. Ed Givens, Fellowship Strategies, LLC; and Mr. Warren Tompkins and Mr. Boyd Brown, Tompkins, Thompson, & Brown Governmental Affairs
3. COVID-19 Situational Report - Mr. Harry Tinsley, Emergency Management Director



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CONSENT AGENDA ITEMS 4 THROUGH 15

4. Council is asked to approve Fiscal Year 2021/2022 Agreement for the Three Rivers Greenway Project Development, as requested by City Administration. Award to the River Alliance in an amount not to exceed \$55,000.00. This firm is located in Columbia, SC.

Funding Source: Administration - City Manager - Special Contracts; (1011111-638300); Hospitality - Special Contracts; Special Contracts; (2124313-638300). The original budgeted amount was \$55,000.00.

5. Council is asked to approve Contract Amendment #2 for Professional Janitorial Services, as requested by the Support Services Division. Award to Goodwill Industries in an amount not to exceed \$95,865.90. The vendor is located in Greenville, SC.

Funding Source: General Support Services - Maintenance & Service Contract (1011201-638200) \$25,388.40; General Support Services - Maintenance & Service Contract (1012402-638200) \$47,132.40; Parking Operations - Maintenance & Service Contract (5312413-638200) \$3,287.46; Employee Health Center - Maintenance & Service Contract (6048920-638200) \$2,298.36; Utilities Metro Wastewater Plant - Maintenance & Service Contract (5516208-638200) \$17,759.28. The original budget amount is \$95,865.90. The budget amount for this contract amendment is \$95,865.90. The total revised budget amount is \$191,731.80.

6. Council is asked to approve Contract Amendment #3 for Professional Janitorial Services, as requested by the Support Services Division. Award to American Facility Services in an amount not to exceed \$166,842.00. The vendor is located in Alpharetta, GA.

Funding Source: Support Services Public Building – Maintenance & Service Contract (5511219-638200) \$52,200.00; General Support Services - Maintenance & Service Contract (1011201-638200) \$33,690.00; Utilities Columbia Canal WTP - Maintenance & Service Contract (5516206-638200) \$12,426.00; Police Administrative Services - Maintenance & Service Contract (1012402-638200) \$29,826.00; Emergency Communications/911 - Maintenance & Service Contract (1012701-638200) \$3,900.00; Streets-Storm Drains - Maintenance & Service Contract (5534203-638200) \$23,730.00; Purchasing - Maintenance & Service Contract (6225959-638200) \$11,070.00. The original budget amount is \$164,247.00. The budget amount for this amendment is \$166,842.00. The total revised budget amount is \$331,089.00.

7. Council is asked to approve a Contract to Purchase a 2023 MV607 Dump Truck for the Wastewater Maintenance Division, as requested by the Fleet Services Division. Award to Carolina International Trucks, using the SC State Contract in an amount of \$128,465.66. This vendor is located in Columbia, SC.

Funding Source: Utilities Wastewater Maintenance - Auto, Trucks, Heavy Equipment - Capital; (5516205-658500). The original budget amount is \$128,465.66.



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8. Council is asked to approve a Contract to Purchase four 2023 International MV607 Dump Trucks with dump body and hoist for the Solid Waste Division, as requested by the Fleet Services Division. Award to Carolina International Trucks, using the SC State Contract in the amount of \$436,061.60. The vendor is located in Columbia, SC.

Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment - Capital (6308972-658500). The original budget amount is \$436,061.60.

9. Council is asked to approve a Contract to Purchase a 2022 Western Star Dump Truck for the Wastewater Maintenance Division, as requested by the Fleet Services Division. Award to Shealys Truck Center Inc. using the SC State Contract in the amount of \$161,443.00. The vendor is located in Columbia, SC.

Funding Source: Utilities Wastewater Maintenance - Auto, Trucks, Heavy Equipment - Capital; (5516205-658500). The original budget amount is \$161,443.00.

10. Council is asked to approve a Contract to Purchase a Heil Python 28-Full Eject Automated Side Loader for the Solid Waste Division, as requested by the Fleet Services Division. Award to Carolina Environmental, using the Sourcewell Cooperative Contract in the amount of \$310,025.00. The vendor is located in Kernersville, NC.

Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment - Capital; (6308972-658500). The original budget amount is \$310,025.00.

11. Council is asked to approve Change Order #4 for Project WM3906; Construction along Sylvan Drive and Satchel Ford Road, as requested by Columbia Water. Award to Stutts & Williams in the amount of \$97,855.20. The firm is located in Lexington, SC.

Funding Source: Water and Sewer Capital Projects, Capital Project Cost (5529999-WM3906-658650). The original budget amount is \$1,788,371.75. The budget amount for this change order is \$97,855.20. The total revised budget amount is \$1,886,226.95.

This is a Mentor Protégé Program project. Stutts & Williams, LLC is the mentor and will provide water line installation services at 80.00% (\$78,284.16) of the change order amount.

Hammerhead Utilities, LLC of Chapin, SC is the protégé and will provide water mains and water service replacements at 20.00% (\$19,571.04) of the change order amount.

Change Order #4 is requested to provide additional funding for unforeseen conditions and to compensate the contractor for the unexpected work. The work is necessary for water main replacement at Westfield Road, new piping and valve at Stork Road, additional water service connections at Bethel Church Road, and new valve and additional water service connections at Meadowood Road.



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12. Council is asked to approve a Professional Services Agreement for the Metro Wastewater Treatment Plant Operations and Maintenance Manual Updates and Training, as requested by Columbia Water. Award to Brown and Caldwell, in the amount of \$146,000.00. The firm is located in Columbia, SC.

Funding Source: Utilities Metro Wastewater Plant - Employee Training and Professional Development (5516208-631200). The original budget amount is \$146,000.00.

13. Council is asked to approve a Contract for Project SS7558/SD8496; 8" Sewer Main Relocation and Storm Drainage Improvements at 2511 Clark Street, as requested by Columbia Water. Award to LAD Construction, LLC in an amount not to exceed \$397,423.90 which includes contingency. The firm is located in Swansea, SC.

Funding Source: Engineering - Water & Sewer Improvements (5529999-SS755801-5549999-SD849601-658650). The original budget amount is \$414,703.20.

This is a Mentor Protégé Program project. LAD Construction, LLC is the mentor and will provide pipeline rehabilitation services at 68.60% (\$237,068.00) of the total contract amount. JA Mabus & Associates of Leesville, SC is the protégé and will provide sewer and storm line work at 20.00% (\$69,117.00) of the total contract amount.

The following subcontractors/suppliers will provide additional services/supplies:

Ferguson Waterworks of Elgin, SC will provide sewer line material at 5.93% (\$20,500.00) of the total contract amount.

Tindall Corporation of Spartanburg, SC will provide sewer and storm structures at 3.91% (\$13,500.00) of the total contract amount.

Gossett Concrete Pipe of Greenville, SC will provide storm pipe (RCP) at 1.56% (\$5,400.00) of the total contract amount.

14. Ordinance No.: 2021-100 - Granting an encroachment to 701 Center for Contemporary Art for the use of right of way area of the 200 block of Williams Street and the 300 block of Whaley Street for the installation and maintenance of a wooden art sculpture adjacent to 202 Williams Street and 329-331 Whaley Street, Richland County TMS#08913-20-08 and 08812-01-02

First reading approval was given on December 21, 2021.



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15. Ordinance No.: 2021-102 - Authorizing the City Manager to execute an Office Lease Agreement between the City of Columbia and Main Street Technologies for Office Space located at 1401 Main Street, 2nd Floor, Suite 200

First reading approval was given on December 21, 2021.

RESOLUTIONS

16. Resolution No.: R-2022-004 - Authorizing the City Manager to execute Easement Agreements between Bright Meyers Ft. Jackson, LLC and Katz Rosewood, LLC and the City of Columbia for storm drainage improvements along Gills Creek, located at 4717 Devine Street, TMS # 13814-02-11 and 4400 Jackson Boulevard, TMS #13814-02-06 (portion)
17. Resolution No.: R-2022-005 - Approving and Ratifying Mutual Aid Agreements between the City of Columbia and the City of Columbia Police Department and Various Law Enforcement Agencies and Authorizing the City Manager of the City of Columbia and the Chief of Police of the City of Columbia to execute all such Agreements
18. Resolution No.: R-2022-006 - Authorizing the City Manager to execute a 911 Communications Center Consolidated Agreement Extension between the City of Columbia and Richland County

EVENT RESOLUTION

Safety plans that adhere to the COVID-19 pandemic safety and social distancing protocols, as published by the CDC and SCDHEC, have been reviewed and approved by the Columbia Police Department for each of the following events.

19. Resolution No.: R-2022-001 - Authorizing consumption of beer and wine beverages only at First Thursday on Main Street

ORDINANCES - FIRST READING

20. Ordinance No.: 2022-008 - Authorizing the City Manager to execute an Agreement of Sale and Purchase between the City of Columbia and Brick and Mortar, LLC for the sale of property located at 1701, 1705, 1710 and 1715 Washington Street, Richland County TMS #11402-08-20, 11402-08-18, 11402-08-17 and 11402-08-16



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PUBLIC HEARING & FIRST READING FOR ZONING / PLANNING MATTERS

21. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 2708 Shop Road aka 2708 Shop Road Extension; TMS# 16200-04-01

Ordinance No.: 2022-003 Annexing 2708 Shop Road a/k/a 2708 Shop Road Extension, Richland County TMS# 16200-04-01 into the City of Columbia, South Carolina and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 3

Proposal: Request to annex the property and assign a land use classification of Industrial (IND) and assign zoning of Light Industrial (LI) at the time of annexation. The property is currently classified as Economic Development Center/Corridor and zoned M-1 by Richland County.

Applicant: BDW Partners, LLC

Staff Recommendation: Approval

PC Recommendation: 12/06/2021; Approval (6-0)

22. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 3923 Bright Avenue; TMS# 13708-08-14

Ordinance No.: 2022-002 Annexing 3923 Bright Avenue, Richland County TMS# 13708-08-14 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 3

Proposal: Request to annex the property and assign a land use classification of Urban Core Residential Small Lot (UCR-1) and assign zoning of Residential Single Family-Small Lot (RSF-3) at the time of annexation. The property is currently classified as Mixed Residential High Density and zoned RS-HD by Richland County.

Applicant: Andrea Godby

Staff Recommendation: Approval

PC Recommendation: 11/01/2021; Approval (8-0)



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23. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT AND ZONING MAP AMENDMENT for 44.38-acre portion, County Line Trail; TMS# 31700-01-04(p)

Ordinance No.: 2022-001 Annexing 44.38 acres County Line Trail, Richland County TMS# 31700-01-04 (portion) into the City of Columbia, South Carolina Columbia, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 4

Proposal: Request to annex the property and assign a land use classification of Urban Edge Residential Small Lot (UER-1) and assign zoning of Planned Development (PD) at the time of annexation. The property is currently classified as Neighborhood (Medium Density) and zoned M-1 by Richland County.

Applicant: Mulberry Hall Properties, LLC / Sandy Oaks Development, LLC

Staff Recommendation: Approval

PC Recommendation: 11/01/2021; Approval (8-0)

24. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT AND ZONING MAP AMENDMENT for 4021 Trotter Road; TMS# 22008-01-01

Ordinance No.: 2022-004 Annexing 4021 Trotter Road, Richland County TMS# 22008-01-01 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 4

Proposal: Request to annex the property and assign a land use classification of Urban Edge Residential Large Lot (UER-2) and assign zoning of Residential Mixed (RM-1) at the time of annexation. The property is currently classified as Neighborhood (Medium Density) and zoned RS-HD by Richland County.

Applicant: Nathaniel Johnson

Staff Recommendation: Approval

PC Recommendation: 11/01/2021; Approval (8-0)



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25. ZONING MAP AMENDMENT for 2401 Two Notch Road(p) and 0.21 acres, E/S Waites Road, TMS #11511-11-10 (p) and 11511-11-08

Ordinance No.: 2022-005 - Amending the Official Zoning Map to modify the zoning for 2401 Two Notch Road and 0.21 acres E/S Waites Road, Richland County TMS #11511-11-10 (portion) and TMS #11511-11-08

Council District: 2

Proposal: Request to rezone the property from Community Activity Center/Corridor District (CAC) to Residential Mixed District (RM-1).

Applicant: Homeless No More

Staff Recommendation: Approval

PC Recommendation: 12/06/2021; Approval (5-1)

26. ZONING MAP AMENDMENT for 2632 Millwood Avenue and 2627, 2526, and 2623 Cherry Street, TMS# 11413-03-05, 11413-03-10, 11413-03-11, and 11413-03-12

Ordinance No.: 2022-006 - Amending the Official Zoning Map to modify the zoning for 2632 Millwood Avenue and 2627, 2526 and 2623 Cherry Street, Richland County TMS #11413-03-05, TMS #11413-03-10, TMS #11413-03-11 and TMS #11413-03-12

Council District: 3

Proposal: Request to rezone the property from Mixed-Use District (MU-1), Office and Institutional District (O-I) and Residential Mixed District (RM-1), Old Shandon/Lower Waverly Historic Preservation Overlay District (OV-HP) to Mixed-Use District (MU-1), Old Shandon/Lower Waverly Historic Preservation Overlay District (OV-HP).

Applicant: Thomas Rhodes III, Millwood Investments LLC

Staff Recommendation: Approval

PC Recommendation: 12/06/2021; Approval (6-0)

APPOINTMENTS

27. City Council Committees



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CITY COUNCIL COMMITTEE REFERRALS / REPORTS

PUBLIC INPUT

EXECUTIVE SESSION

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

COVID-19

29. 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)

Mark Anthony Brewing

ADJOURNMENT



COLUMBIA CITY COUNCIL MEETING MINUTES MONDAY, NOVEMBER 29, 2021

The Columbia City Council conducted a Budget Workshop on Monday, November 29, 2021 at City Hall, 1737 Main Street, 3rd Floor, Columbia, SC 29201. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 10:00 a.m. and the following members of Council were present: The Honorable Sam Davis, The Honorable Tameika Isaac Devine, The Honorable Howard E. Duvall, Jr., The Honorable Mayor Pro-Tempore Edward H. McDowell, Jr., The Honorable Daniel J. Rickenmann, and The Honorable William Brennan. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore Hammond, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

INVOCATION

The Honorable Mayor Pro Tempore Edward H. McDowell, Jr. offered the invocation.

ADOPTION OF THE AGENDA

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

Mayor Benjamin took a moment of personal privilege to welcome Councilwoman-Elect Herbert, Councilwoman-Elect Bussells, and Councilman-Elect Taylor to the City Council Chambers and congratulated Mayor-Elect Rickenmann.

CITY COUNCIL DISCUSSION / ACTION

1. City Council Meeting Schedule - Ms. Erika D. Moore Hammond, City Clerk

- December 7 & 21, 2021
- Proposed Schedule for 2022

Upon a motion made by Mr. McDowell and seconded by Mr. Davis, Council voted six (6) to one (1) to approve the following:

- The Columbia City Council will meet on Tuesday, January 4, 2022 at 4:00 p.m. for the swearing-in of newly elected officials. No other business will be conducted.
- City Council will meet at 2:00 p.m. on Tuesday, December 7, 2021 and Tuesday, December 21, 2021.



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- The Redistricting Public Hearing scheduled for Tuesday, December 7, 2021 at 2:00 p.m. will be extended into the evening to allow for greater public participation.

Mr. Brennan, Mr. Rickenmann, Mr. McDowell, Mr. Duvall, Mr. Davis, and Mayor Benjamin voted aye. Ms. Devine voted nay.

Ms. Teresa Wilson, City Manager said every year you have to set the City Council meeting time and location. We need to have this discussion before the December meetings.

Councilor Rickenmann said the intent is to keep meeting at 2:00 p.m. but rotate the location quarterly in each district at 6:00 p.m.

Councilor Devine said the 2:00 p.m. meeting was always a work session and we had 6:00 p.m. meetings until COVID. There are members of the community that have expressed concern with not having evening meetings. This should be discussed.

Ms. Teresa Wilson, City Manager said we do not intend to get rid of the availability for the public to participate remotely. The 2:00 p.m. meeting is efficient for the work I have seen you all get done and for staff.

Councilor Devine said at 2:00 p.m. people are working and their attention should be on their jobs not watching the meeting. Doing the public's business at 2:00 p.m. tends to not be as public facing as it should be.

Ms. Teresa Wilson, City Manager said you all need to make a decision on the meeting time for 2022 before Friday so staff can draft the ordinance to be presented in the December meetings.

2. Fiscal Year 2022/2023 Budget Kickoff - Ms. Missy Caughman, Budget, Program Management, and Grants Director

- Budget Process and Review

Ms. Missy Caughman, Budget, Program Management, and Grants Director said the budget process is a year round process that starts in October/November with budget planning and developing the budget calendar and instructions. In the December through February timeframe, we start to develop the budget and departments begin to prepare and submit operating budgets. In the March through April timeframe, we begin budget deliberations and continue to hold City Council budget workshops. In May, we plan to have the public hearing, first reading, and adoption of the budget.



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We must have a balanced budget passed by June 30th. The different components of the budget include: revenues, operating budget, and capital budget. We have to remember that the fiscal year 2020/2021 and 2021/2022 budgets were developed with uncertainty in the forecast due to the pandemic. We utilized fiscal year 2018/2019 actual expenditures as the base budget. We resumed several programs and services in 2021/2022 like fleet replacement, citywide security camera upgrade, and hiring. The operating budget that was passed in fiscal year 2021/2022 was \$376,180,393. The operating budget is comprised of: general fund, hospitality tax fund, accommodations, water and sewer, storm water, and parking fund. The 2021/2022 capital improvement program budget was \$133,250,000. This included water CIP, sewer CIP, storm water CIP, and hospitality tax.

- Budget Drivers and City Manager Priorities

Some of the things that will be driving the fiscal year 2022/2023 budget include items that we have seen across the country and state. We are still budgeting during a pandemic. We are still being cautious in making projections on our revenues and expenditures. Staffing and vacancies are taking a toll on service delivery. We have been able to restore some services with temporary labor and contractors. In our early review of revenues, we are on track to meet budget. The revenues tied to consumer habits like business license, parking, and hospitality and accommodation are still lagging from where they should be from pre-pandemic. In regards to expenditures, we are anticipating impacts from inflation. We are already seeing impacts in fuel, electricity, chemicals, and materials. Supply chain is also being impacted which can impact service delivery. One thing we need to be aware of as we move into a more cloud based environment for our applications and software are costs being transferred from a one-time cost to ongoing costs. With these drivers in mind, the City Manager's priorities for addressing these items are to ensure the stability of our work force and the tools our employees use to deliver quality municipal services to include staffing, capacity, recruitment, retention, technology, equipment, customer service, and improving service delivery. We need to also make sure we are fulfilling our financial obligations with our debt and financial commitments. Other priorities include improving community assets by addressing affordable housing, food insecurities, and blight with commercial redevelopment and residential. Addressing critical city infrastructure is also a priority by completing priority projects, parking system improvements, and on-going needs like sidewalks, roads, city facilities, water and sewer.

- Budget Calendar

In January, departments will submit their budget requests to the Budget Office for executive review. In February, we will start to review revenue projections with Council. In March, we will review requested budgets by fund. By April, the City Manager will submit her proposed budget and the public hearing will be advertised in the newspaper. In May, we will summarize all funds



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and wrap-up. The public hearing and first reading will take place on May 3rd and second reading and final adoption will take place on May 17th.

3. Priority Projects and Obligations - Mr. Jeff Palen, Chief Financial Officer and Assistant City Manager

Mr. Jeff Palen, Assistant City Manager and Chief Financial Officer said the priority projects and obligations are Bull Street, Finlay Park Rehabilitation, and the Municipal Complex. What has been completed in regards to Bull Street include roads, street lights, park, water, sewer, and storm water totaling \$31,250,000. Our funding sources throughout the years include water, sewer, storm water, GO Bond, and installment purchase revenue bonds. In progress are the parking decks with an obligated 16,000 spaces with a total estimated cost of \$16,500,000 being financed by OPEB cash and future parking bonds. The remaining infrastructure include an additional 748 spaces totaling \$20,400,000 to start in 2023. In regards to the Finlay Park Rehabilitation, the pandemic slowed us down. In last year's budget through hospitality tax, you all allocated \$1,500,000 which is being used for engineering and design. The contract is expected to be on the agenda in December. We have planned \$17,000,000 for the whole construction through a potential hospitality tax bond. We did complete the purchase of the post office building adjacent to the park. The municipal complex located in 1401 Main Street was purchased in October 2020 for \$23,000,000 and paid by installment purchase revenue bonds. Right now, we are in the process of the up-fit with an estimated completion date of December 2022 through June 2023. Priority projects completed in 2020 and 2021 include: municipal complex purchase, post office purchase, City Hall renovations, 2221 Devine Street purchase, Customer Service Payment Center, CPD Bluff Road evidence facility purchase, Bull Street infrastructure, Hyatt Park, T.S. Martin Park, Marshall Park, Owens Field Pump Track, Fairwold Park, Lorick Park playground and splash pad improvements, and E.B. Sessions playground. Priority projects in progress include: municipal complex up-fit and office relocation, Finlay Park rehab, citywide security camera initial purchase, Canal head gates, Canal embankment, Olympia Fire Station, public safety training facility on Flora Drive, CPD headquarters fencing, Canal alternate water supply, CPD headquarters planning, and fleet building. Our potential projects planned are Finlay Park Whitewater Center, Municipal Court, Convention Center expansion, Convention Center hotel, quiet zones citywide, and quiet zones zone one.

Councilor McDowell asked for a brief summary of the progress in Finlay Park.

Mr. Henry Simons, Assistant City Manager of Operations said we have finalized the request for qualifications for the design process and we ended our protest period in November 19th. The design work will be on the agenda in December. The hope is to begin with the design in January and that will take at least 12 months. We hope to move into the construction phase with the hospitality tax



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funding that will be made available. The whole process should take at least two years if we stay on course. We are in a good place now to continue to move the project forward.

4. American Rescue Plan (ARP) Funds - Ms. Missy Caughman, Budget, Program Management, and Grants Director

- State and Local Fiscal Recovery Funds Update
- Other Federal Grants

Ms. Missy Caughman, Budget, Program Management, and Grants Director said the American Rescue Plan (ARP) includes a number of major initiatives. Specifically related to local governments is the State and Local Fiscal Recovery Funds (SLFRF). We are still waiting for 'final Treasury guidance so we are still operating under the interim guidance. We did submit our interim report that was due on August 31, 2021. SLFRF eligible uses include replace lost public sector revenue, support public health expenditures, address negative economic impacts caused by the public health emergency, provide premium pay for essential workers, and invest in water, sewer, and broadband infrastructure. The City of Columbia will receive a direct ARP allocation of \$27,178,358 disbursed in two equal installments. The city will also receive HOME ARP Funds in the amount of \$2,500,820 administered by Community Development. Proposed goals for using ARP funds are to only utilize it for one time funds, address immediate needs, create sustainable solutions, remain in compliance, and achieve many long term benefits. The proposed priority categories are to replace lost revenue; projects and investments that support city services; projects and investments that provide lifestyle assets to the community and ensure our service delivery continues to be above standard; city-led and managed projects that support healthier lifestyles; and projects and investments that address economic disparities, encourage additional development and economic activity. Proposed allocations and expenditures include the replacement of lost revenue in the general fund, public health premium pay, and a vaccine incentive. The total awarded major federal grants as of November 2021 is \$152,035,991. The pending awards are FEMA grants totaling \$38,300,000.



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5. Columbia Water and Sewer Rate Study - Mr. Clint Shealy, P.E., Assistant City Manager for Columbia Water and Mr. Robert Chambers, MBA, Principal Consultant at Black & Veatch

Mr. Clint Shealy, P.E., Assistant City Manager for Columbia Water said I want to highlight a couple of things that are at the forefront. We are almost at one-third vacancy in water and sewer. In some of our field operations it is greater than that. It is a tough labor market right now but we are excited to partner with HR to recruit talent to help serve our customers and meet our needs. Even with staffing challenges we have to continue to provide essential services to our customers and we have done that by employing contractors to help us. In December, you will see us asking to transfer funding from staffing to employ contractors. This has been effective and it is necessary. Our consent decree is court ordered and we are on track with our investments in infrastructure and meeting all requirements. There are significant penalties if we do not comply with the consent decree. This ties along with the continued need to replace aging infrastructure. We have a lot of piping that is at the end of its useful life. We are dealing with supply chain issues and inflation due to COVID. We have vendors coming to us almost every week with cost increases for our treating compounds. Collections continues to be an issue as we battle the pandemic. As best practice and a requirement of the consent decree, we need to look at our financials every year to see how we are doing and to project the path forward.

Mr. Robert Chambers, MBA, Principal Consultant at Black & Veatch said the purpose of the rate study is to establish operating and capital financing plans that fully fund activities; perform a cost of service analysis to understand the cost of service to existing customers; and review the existing rate structure and design proposed rates that provide adequate revenues. Every year Black & Veatch does a survey of over 400 utilities within the country. We asked them what are the most challenging issues facing the industry and the main answer was aging infrastructure followed by justifying capital improvement projects and rate requirements. The drivers we have identified for Columbia Water to have a sustainable utility include maintaining revenue stability and financial sufficiency, operations resiliency, appropriating pricing of utility services, impact of COVID on operations, and enhancing stakeholder engagement. We had no rate increase in 2015. We did in 2016, but not again in 2017. We had some increases in 2018, 2019, 2020, none in 2021, and will in 2022. I want to highlight that we should try not to have lumps, instead have steady and gradual increases to maintain the impact on existing customers. You have made a commitment to support the utility system and that is the big message. Last year, an increase of 5.02% was passed and is currently in place. The increase in the typical residential water and sewer bill from fiscal year 2008 to fiscal year 2020 reflects an annual average increase of 4.7%. Fiscal year 2021 revenue increase of 5.02% results in a current residential water and sewer bill of \$67.90. Under the current 2020 rates, our tap water would cost just \$0.004 per gallon. For our study approach we are going to look



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at revenues to understand and make sure they are at the level to meet your current expenses. We will look at allocating costs and understanding the responsibility of your customer classes and their specific portion of that costs. We will design rates for each class of service to meet the revenue needs of the utility, along with any other rate design goals and objectives. The study approach will answer how much money is needed, from whom should the money be collected, and how should the services be priced. The areas of focus are the financial plan, costs of service, and rate design. The next steps are to initiate the project, schedule project and deliverables, and confirm and align project protocols. We will continue to work with staff to get the study completed in line with your budget schedule.

ADJOURNMENT

The meeting was adjourned at 12:41 p.m.

Respectfully submitted:

Erika D. Moore Hammond, CMC
City Clerk



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, DECEMBER 21, 2021

The Columbia City Council conducted a meeting on Tuesday, December 21, 2021 at City Hall, 1737 Main Street, 3rd Floor, Columbia, South Carolina 29201. The Honorable Stephen K. Benjamin, Mayor called the meeting to order at 2:10 p.m. and the following members of Council were present: The Honorable Sam Davis, The Honorable Tameika Isaac Devine, The Honorable Howard E. Duvall, Jr., The Honorable Mayor Pro-Tempore Edward H. McDowell, Jr., and The Honorable Daniel J. Rickenmann. The Honorable William Brennan participated remotely. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore Hammond, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act. *The minutes are numbered to coincide with the order of the meeting.*

EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to enter into Executive Session at 2:13 p.m. for the discussion of **Items 1** through **4**. Mr. Brennan did not participate in Executive Session.

1. Receipt of legal advice related to matters covered by attorney-client privilege pursuant to S.C. Code §30-4-70(a)(2)
*COVID-19
Redistricting
Phillips Street*
2. Receipt of legal advice relating to a pending, threatened or potential claim pursuant to S.C. Code §30-4-70(a)(2)
Charlene Pelzer Maffett v. City of Columbia
3. Discussion of negotiations incident to proposed contractual arrangements pursuant to S.C. Code §30-4-70(a)(2)
Busted Plug
4. Discussion of the employment of an employee pursuant to S.C. Code §30-4-70(a)(1)
*City Manager evaluation
City Attorney evaluation
Kronos*

Upon a motion made by Mr. Davis and seconded by Ms. Devine, Council voted unanimously to adjourn the Executive Session at 3:35 p.m. and reconvene the meeting.



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PLEDGE OF ALLEGIANCE

Little Miss Jade and Master Jameson Devine led the audience in the Pledge of Allegiance.

INVOCATION

The Honorable Mayor Pro Tempore Edward H. McDowell, Jr. offered the invocation.

ADOPTION OF THE AGENDA

Upon a motion made by Mayor Benjamin and seconded by Mr. Davis, Council voted unanimously to adopt the agenda, subject to adding an Affordable Housing Task Force committee meeting report; the allocation of hospitality tax revenues for a New Year's Eve fireworks celebration (*Item 34*); and the proposed honorary naming of a street after the historic Shumpert Family (*Item 35*).

APPROVAL OF MINUTES

5. Council is asked to approve the December 7, 2021 City Council Meeting Minutes.

Upon a motion made by Mr. Davis and seconded by Mr. Rickenmann, Council voted unanimously to approve the December 7, 2021 City Council Meeting Minutes.

CITY COUNCIL DISCUSSION / ACTION

6. COVID-19 Update - The Honorable Stephen K. Benjamin, Mayor

Mayor Benjamin said the pandemic is still here. At the end of November, 99.5% of the cases in the country were of the delta variant. In a matter of three short weeks, well over 70% of cases are of the omicron variant. Please get your vaccination. I am proud of our staff. Over 87% are vaccinated. I have participated in nearly 300 meetings over the past 11.5 years. I want to give my appreciation on this specific issue to our staff and the City of Columbia team. Following this Council's lead, we saved lives and that should be our focus and our one true north.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, DECEMBER 21, 2021

- *COVID-19 Situational Report - Mr. Harry Tinsley, Emergency Management Director*

Mr. Harry Tinsley, Emergency Management Director provided a COVID-19 Situational Report. Omicron is the dominant variant in our country and the national 7-day average is increasing. DHEC's seven key indicators are trending up across those case counts. The percent positives are increasing in our area. Our state has over 750,000 confirmed cases of COVID-19. Today's case count is 933 with 649 confirmed cases. The state's percent positivity rate is 6.9%. DHEC confirmed 12 new deaths and two probable deaths. In Richland County, we have over 58,000 confirmed cases. Today's count is 89 with 62 confirmed cases. There are 675 confirmed deaths to date. As of the December 15th 14-day recent disease activity incidence rate, we remain at medium. The bed utilization rate in hospitals is around 75%. As of December 20, 2021, DHEC reported that 545 patients were hospitalized in the state with confirmed or suspected COVID-19. In Richland County, the bed utilization rate is 68.3% with 61 patients with confirmed COVID-19. There were zero pediatric patients with confirmed COVID-19. Over 6.1 million vaccinations have been administered in the state. As of December 18th, 51.4% of South Carolina's eligible population has been fully vaccinated; 59.6% received at least one vaccine dose; 10.7% of children ages five to eleven have received at least one dose; and 64.5% of children ages twelve and older have received at least one dose. In Richland County, 54.3% of citizens have completed their vaccination series and 63.4% have received at least one dose. The national percentage continues to trend upward with 65.4% of the U.S. population being fully vaccinated; 87.5% of those ages 65 and older are fully vaccinated; and 85.1% ages 18 and older have received one dose. Vaccination clinics are scheduled in partnership with DHEC on December 29th at the Charles R. Drew Wellness Center and on December 30th at Hyatt Park. Additional clinics will be scheduled in January and February 2022.

7. Code Enforcement Policy Revisions - Mr. David Hatcher, Housing Official

Mr. David Hatcher, Housing Official / Columbia Police Department Code Enforcement Division said we face challenges with abandoned and derelict vehicles and repeat offenders, especially with rental properties. Internal challenges include staffing, training, accountability, and the service of summons. The proposed ordinance changes will clean up the nuisance ordinance and give us the ability to tow abandoned and derelict vehicles on private property. Changes to the rental ordinance include modifications to the point system and the way we charge fees for points. We need additional time to discuss alternative penalties and to address the landscape ordinance as discussed at the last meeting. In many cases, tarps can be rodent harborage. Many unsightly businesses can be addressed with the nuisance ordinance. We have the ability to abate more violations to include the removal of the accumulation of junk and debris. Abandoned and derelict vehicles are a growing concern. They account for 13% of our annual cases and can be a serious health threat and public



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nuisance. There are currently 647 open cases for abandoned and derelict vehicles citywide with the majority being in council districts one and two. We need to revise code section 8-31(d)(7) to clarify that violations of the International Property Maintenance Code 302.8 are included and section 8-36 to include a reference to inoperative or unregistered vehicles. The proposed process for enforcement and steps towards code enforcement were reviewed. The rental ordinance has been in place for five years. There are approximately 27,700 registered rental units; 8,300 properties; and almost 2,400 unique landlords. We have 608 suspected rental properties that have not been registered. An average of 1,100 points have been assessed on 500 properties. The majority of points assessed are repeat offenders with the majority being in council districts two and three. The revocation policies from other cities were reviewed. We proposed amending Section 5-330(d)(1) of the rental ordinance to assess one point for the first offense; five points for the second and each offense thereafter; and ten points for serious offenses. Also proposed was removing the exemption for fines assessed on the first five points. We use Energov to track code cases, rental properties and vacant buildings, and mobile enforcement. I am working with our GIS Division to create an online public facing dashboard that can be used to search rental properties. We will have to decide what data to make public.

Councilor Davis said we have been working for years to provide relief to property owners and neighbors regarding the maintenance of property. It makes a difference when there is a positive appeal to properties in a given area. We need a means for holding absentee landlords accountable.

Councilor McDowell asked about those persons who are in rental situations and refuse to an enforcer's assignment of a particular piece of property. Is there another avenue we can take when that situation becomes habitual and hazardous?

Mr. David Hatcher, Housing Official / Columbia Police Department Code Enforcement Division said we can issue a summons directly to the tenant for ongoing issues. That does not affect the property owner. The idea is to encourage property owners to be more selective of their tenants.

Councilor Devine said we received significant public input before we passed the rental ordinance. Most people did not know about the changes being proposed at the committee meeting. It is smart to look at this, but we want to make it easier for people to comply. I would suggest that we make sure neighborhoods and the landlord association are aware of the proposal.

Mr. David Hatcher, Housing Official / Columbia Police Department Code Enforcement Division said I attend a lot of neighborhood meetings and these are the concerns that I hear.

Councilor Duvall asked if the code enforcement staffing level is up-to-date.



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Mr. David Hatcher, Housing Official / Columbia Police Department Code Enforcement Division said we are down six residential inspectors. The commercial inspectors are helping to cover the residential areas.

Mayor Benjamin said your data shows that you can't manage what you don't know. Thank you Sam for your diligence and leadership on this point.

CONSENT AGENDA ITEMS 8 THROUGH 25

Upon a single motion made by Mr. McDowell and seconded by Mr. Davis, Council voted unanimously to approve Consent Agenda **Items 8** through **25**.

8. Council is asked to approve an agreement for the Administration of the City Center Business Improvement District (BID) for a term of January 1, 2022 to December 31, 2031, as requested by the Economic Development Department. Award to the City Center Partnership, Inc. The firm is located in Columbia, SC. – *Approved*

9. Council is asked to approve an agreement to Purchase Banner CX Upgrades, as requested by the Budget, Program Management, and Grants Office. Award to Hansen Banner, LLC, in the amount of \$61,212.24. The vendor is located in Allentown, PA. – *Approved*

Funding Source: Technology Contingency - Professional Services; (5518408-636600). The original budget amount is \$61,212.24.

10. Council is asked to approve a Contract to Purchase Four Kubota Rough Terrain Vehicles for the Parks & Recreation Department, as requested by the Fleet Services Division. Award to Steen Enterprises, Inc. using the SC State Contract in the amount of \$63,091.23. The vendor is located in Adams Run, SC. – *Approved*

Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment - Capital; (6308972-658500). The original budget amount is \$63,091.23.

11. Council is asked to approve a Contract to Purchase and Upfit two Chevrolet Tahoes for the Columbia Fire Department and for the Columbia Police Department, as requested by the Fleet Services Division. Award to Love Chevrolet, with customization and outfitting work to be contracted out to West Chatham Warning Devices, using the SC State Contract in the amount of \$126,685.83. The vendor is located in Columbia, SC. – *Approved*



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Funding Source: Capital Replacement - Autos, Trucks, Heavy Equipment - Capital; (6308972-658500). The original budget amount is \$126,685.83.

12. Council is asked to approve a Contract to Upfit 36 Tahoes for the Columbia Police Department, as requested by the Fleet Services Division. Award to Love Chevrolet, with customization and outfitting work to be contracted out to West Chatham Warning Devices, using the SC State Contract in the amount of \$409,528.17. The vendor is located in Columbia, SC. – *Approved*

Funding Source: Capital Replacement - Auto, Trucks, Heavy - Equipment-Capital; (6308972-658500). The original budget amount is \$409,528.17.

13. Council is asked to approve a Contract to Purchase 28 In-Car Camera Systems for the Columbia Police Department, as requested by the Fleet Services Division. Award to COBAN Technologies, Inc. using the HGAC Cooperative Contract in the amount of \$190,209.60. The vendor is located in Houston, TX. – *Approved*

Funding Source: Capital Replacement - Computer Equipment / Hardware; (6308972-627500). The original budget amount is \$190,209.60.

14. Council is asked to approve the Management and Administration of Employee Medical Services at the Employee Health Center, as requested by the Human Resources Department. Award to Doctors Care, P.A. in the amount of \$1,172,504.76. The firm is located in Columbia, SC. – *Approved*

Funding Source: Employee Health Center - Medical Services (6048920-636900) \$956,504.76; Employee Health Center - Drug and Medical Supplies (6048920-624900) \$30,000.00; Employee Health Center - Special Departmental Supplies (6048920-627100) \$60,000.00; Employee Health Center - Coronavirus Services (6048920-638412) \$120,000.00. The original budget amount is \$1,172,504.76.

15. Council is asked to approve the Purchase of a Flow Paced Chlorine Dioxide Generator for the Canal Water Treatment Plant, as requested by Columbia Water. Award to International Dioxide Inc., as a Sole Source in an amount not to exceed \$62,739.36. The vendor is located in North Kingstown, RI. – *Approved*

Funding Source: Utilities Columbia Canal Water Treatment Plant - Machinery and Equipment-Capital (5516206-658300). The original budget amount is \$62,739.36.

16. Council is asked to approve a Contract to Purchase Magnesium Hydroxide and Thioguard Feed System for the Metro Wastewater Treatment Plant, as requested by Columbia Water. Award to Premier Magnesia LLC, as a Sole Source in an amount not to exceed \$850,333.16. The vendor is located in Waynesville, NC. – *Approved*



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Funding Source: Utilities Metro Wastewater Plant - Chemicals; (5516208-624800). The original budget amount is \$850,333.16.

17. Council is asked to approve Contract Amendment #4 to an Indefinite Delivery Contract for Waterline/Hydrant Leak Restoration Services, as requested by Columbia Water. Award to Carolina Tap and Bore, Inc. in the amount of \$250,000.00. The firm is located in West Columbia, SC. – *Approved*

Funding Source: Engineering Wastewater System Improvements – Special Contracts – Water/Sewer, Stormwater (5516221-638305). The original budget amount was \$1,250,000.00. The budget amount for this amendment is \$250,000.00. The total revised budget amount is \$1,500,000.00.

This is a Mentor Protégé Program Project. Carolina Tap & Bore, Inc. of West Columbia, SC is the mentor and will provide labor, equipment/materials, and insurance and bonding services for the project at 80.00% (\$200,000.00) of the amendment amount. LG Utility Contractors, Inc., a Minority Business Enterprise (W) of Lugoff, SC is the protégé and will provide waterline repair services, labor, equipment, and insurance and bonding at 20.00% (\$50,000.00) of the amendment amount.

18. Council is asked to approve Contract Amendment #4 to an Indefinite Delivery Contract for Waterline/Hydrant Leak Restoration Services, as requested by Columbia Water. Award to Lake Murray Utility Company, Inc. in the amount of \$350,000.00. The firm is located in Chapin, SC. – *Approved*

Funding Source: Engineering Wastewater System Improvements – Special Contracts – Water/Sewer, Stormwater (5516203-610100). The original budget amount was \$800,000.00. The budget amount for this amendment is \$350,000.00. The total revised budget amount is \$1,150,000.00.

This is a Mentor Protégé Program Project. Lake Murray Utility Company, Inc. of Chapin, SC is the mentor and will provide overall project management, billing, and ordering services at 80% (\$280,000.00) of the amendment amount. J.W. Brown Construction, LLC of Lexington, SC is the protégé and will provide waterline repair services at 20% (\$70,000.00) of the amendment amount.

19. Council is asked to approve Contract Amendment #4 to an Indefinite Delivery Contract for Waterline/Hydrant Leak Restoration Services, as requested by Columbia Water. Award to G. H. Smith Construction, Inc. in the amount of \$350,000.00. The firm is located in Columbia, SC. – *Approved*

Funding Source: Engineering Wastewater System Improvements – Special Contracts – Water/Sewer, Stormwater (5516221-638305). The original budget amount was \$850,000.00. The budget amount for this amendment is \$350,000.00. The total revised budget amount is \$1,200,000.00.



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This is a Mentor Protégé Program Project. G. H. Smith Construction, Inc. located in Columbia, SC, is the mentor and will provide equipment/materials, and insurance/bonding services at 80.00% (\$280,000.00) of the amendment amount. Smoak Construction, a Minority Business Enterprise (W) located in Little Mountain, SC, is the protégé and will provide waterline repair services and equipment/materials at 20.00% (\$70,000.00) of the amendment amount.

20. Council is asked to approve Contract Amendment #3 for Project SD8450; Stormwater Bond Program Management Services, as requested by Columbia Water. Award to Woolpert, Inc. in the amount of \$1,770,400.00. The firm is located in Columbia, SC. – *Approved*

Funding Source: Stormwater Improvement Capital Project Control/Capital Project Cost (5549999-SD845001-658650). The original budget amount was \$5,515,115.00. The budget amount for this amendment is \$1,770,400.00. The total revised budget amount is \$7,285,515.00.

This is a Columbia Disadvantaged Business Enterprise (CDBE) project. The CDBE goal for the total project is 20%, with this contract amendment the goal will be maintained at 20.32%.

CDBE project percentages for this contract amendment are as follows:

Woolpert, Inc. is the Prime Contractor and will provide project management services at 83.79% (\$1,483,400.00) of the amendment amount.

4D Engineering, a Minority Business Enterprise (W) of Lexington, SC will provide design and construction administration and public outreach services for one or more stormwater capital improvement projects at 6.10% (\$108,000.00) of the amendment amount.

Chao & Associates, a Minority Business Enterprise of Columbia, SC will provide design and construction administration and public outreach services for one or more stormwater capital improvement projects at 2.82% (\$50,000.00) of the amendment amount.

PJ Noble & Associates, a Minority Business Enterprise (W) of Columbia, SC will provide design and construction administration and public outreach services for one or more stormwater capital improvement projects at 5.65% (\$100,000.00) of the amendment amount.

Clemson University of Clemson, SC will develop educational programs under the stormwater bond program at 1.64% (\$29,000.00) of the amendment amount.

21. Ordinance No.: 2021-075 Granting an encroachment to the University of South Carolina for the use of the right of way area of the 1300 block of Barnwell Street for the installation and maintenance of a concrete sidewalk adjacent to 1307 Barnwell Street, Richland County TMS#11402-09-01 - *First reading approval was given on December 7, 2021 – Approved on second reading.*



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22. Ordinance No.: 2021-076 Granting an encroachment to Columbia Student Property Owner, LLC for the use of the right of way area of the 1400 block of Assembly Street and the 1000 block of Washington Street for the installation and maintenance of sidewalks, landscaping, irrigation, and parking adjacent to its building under construction at 1401 Assembly Street, Richland County TMS#09013-03-06 - *First reading approval was given on December 7, 2021 – Approved on second reading.*
23. Ordinance No.: 2021-077 Granting an encroachment to Palmetto Garage Works, LLC, for the use of the right of way area of the 1500 block of Gervais Street for the installation and maintenance of sidewalks, landscaping, irrigation, and parking adjacent to 1507, 1513 and 1517 Gervais Street, Richland County TMS#11401-05-13, 11401-05-12, and 11401-05-11 - *First reading approval was given on December 7, 2021 – Approved on second reading.*
24. Ordinance No.: 2021-095 Granting an encroachment to Catawba Apartments, LLC for the use of the right of way area of the 900 block of Catawba Street and the 300 block of Lincoln Street for the installation and maintenance of sidewalks, crosswalks, concrete median, signage, landscaping, irrigation, on-street parking and other pedestrian improvements adjacent to the building under construction at 919 Catawba Street, Richland County TMS#08914-08-02, 08914-08-07, and 08914-08-09 - *First reading approval was given on December 7, 2021 – Approved on second reading.*
25. Ordinance No.: 2021-096 Granting an encroachment to Sam and Omar Kammash, for the use of the right of way area of the 3700 block of Gibson Street and the 3800 block of River Drive for the installation and maintenance of landscaping adjacent to 3820 and 3900 River Drive, Richland County TMS#09103-05-12 and 09103-05-09 - *First reading approval was given on December 7, 2021 – Approved on second reading.*

REDISTRICTING ORDINANCE - SECOND READING

26. Ordinance No.: 2021-098 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 6, Elections, Sec. 6-2, Method of election; election districts, (b) - *First reading approval was given on December 7, 2021 – Approved on second reading.*

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to give second reading approval to Ordinance No.: 2021-098 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 6, Elections, Sec. 6-2, Method of election; election districts, (b)(1) as amended:



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The four single-member Election Districts for the election of City Council members in the City of Columbia are hereby redistricted as described in this section, with the map of the districts being kept on file in the Office of the City Clerk. "Exhibit B" shall be the official map. Specifically, the four single-member Election Districts for the election of City Council members for the City of Columbia shall contain the following Census Blocks, allocated by district as follows:

Amend (b)(2) to read as follows:

For those parcels that have been annexed by the City that do not correspond to those Census Blocks the 2020 Census classified as within the City of Columbia, they shall be part of the single-member Election District to which they are appurtenant.

Strike Vtd Riverside: Block 104131019 and Block 104131024 from District 1 and insert in District 2

Strike Vtd Ward 3: Block 105021041 from District 2 and insert in District 1

Insert the following blocks:

District 1

Lexington County: Vtd QUAIL VALLEY: Block 211122035; Richland County: Vtd Ardincaple: Block 105021031; Vtd Dennyside: Block 105011045; Vtd Greenview: Block 107031018; Vtd Harbison 2: Block 103043063; Vtd Kingswood: Block 104072034.

District 2

Lexington County: Vtd SALUDA RIVER: Block 205092003, Block 205092026, Block 205092027, Block 205092028, Block 205092029; Richland County: Vtd St. Andrews: Block 104031067.

District 3

Richland County: Vtd Brandon 2: Block 116071011; Vtd Hampton: Block 25004014; Vtd Olympia: Block 117012081.

District 4

Richland County: Vtd Gregg Park: Block 113073005; Vtd Pontiac 1: Block 114071011, Block 114071012; Vtd Pontiac 2: Block 114072013; Vtd Trinity: Block 116084031; Vtd Valhalla: Block 114141037.



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ORDINANCES - SECOND READING

27. Ordinance No.: 2021-097 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 2, Administration, Article I, In General, Sec. 2-9 and Article II, Mayor, Council and City Manager, Sec. 2-51 - *First reading approval was given on December 7, 2021 – Approved on second reading.*

Upon a motion made by Mr. Rickenmann and seconded by Mr. Davis, Council voted unanimously to give second reading approval to Ordinance No.: 2021-097 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 2, Administration, Article I, In General, Sec. 2-9 and Article II, Mayor, Council and City Manager, Sec. 2-51.

28. Ordinance No.: 2021-099 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 2, Administration, Article I, In General, Sec. 2-7 and Article III, Directors, Departments and Employees, Sec. 2-127 - *First reading approval was given on December 7, 2021 – Approved on second reading.*

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to give second reading approval to Ordinance No.: 2021-099 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 2, Administration, Article I, In General, Sec. 2-7 and Article III, Directors, Departments and Employees, Sec. 2-127.

ORDINANCES - FIRST READING

29. Ordinance No.: 2021-089 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Buildings and Regulations, Article IV, Demolition of Structures, Sec. 5-330 and Chapter 8, Environmental Health and Sanitation, Article II, Nuisances, Sec. 8-31 and Sec. 8-36 – *Approve 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.: 2021-089 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Buildings and Regulations, Article IV, Demolition of Structures, Sec. 5-330 and Chapter 8, Environmental Health and Sanitation, Article II, Nuisances, Sec. 8-31 and Sec. 8-36.



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30. Ordinance No.: 2021-100 - Granting an encroachment to 701 Center for Contemporary Art for the use of right of way area of the 200 block of Williams Street and the 300 block of Whaley Street for the installation and maintenance of a wooden art sculpture adjacent to 202 Williams Street and 329-331 Whaley Street, Richland County TMS#08913-20-08 and 08812-01-02 – *Approve on first reading.*

Upon a motion made by Mayor Benjamin and seconded by Ms. Devine, Council voted unanimously to give first reading approval to Ordinance No.: 2021-100 - Granting an encroachment to 701 Center for Contemporary Art for the use of right of way area of the 200 block of Williams Street and the 300 block of Whaley Street for the installation and maintenance of a wooden art sculpture adjacent to 202 Williams Street and 329-331 Whaley Street, Richland County TMS#08913-20-08 and 08812-01-02.

31. Ordinance No.: 2021-102 - Authorizing the City Manager to execute an Office Lease Agreement between the City of Columbia and Main Street Technologies for Office Space located at 1401 Main Street, 2nd Floor, Suite 200 – *Approve on first reading.*

Upon a motion made by Ms. Devine and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to Ordinance No.: 2021-102 - Authorizing the City Manager to execute an Office Lease Agreement between the City of Columbia and Main Street Technologies for Office Space located at 1401 Main Street, 2nd Floor, Suite 200.

RESOLUTIONS

32. Resolution No.: 2021-125 - Authorizing the City Manager to execute an Agreement of Sale and Purchase between the City of Columbia and Columbia Development Corporation for the purchase of property located at 1042 Adeline Drive, Richland County TMS #11215-06-25, 1618 Pulaski Street, Richland County TMS #09010-12-03 and Lincoln Street Easement Areas A and C – *Approved*

Upon a motion made by Mayor Benjamin and seconded by Mr. Duvall, Council voted unanimously to approve Resolution No.: 2021-125 - Authorizing the City Manager to execute an Agreement of Sale and Purchase between the City of Columbia and Columbia Development Corporation for the purchase of property located at 1042 Adeline Drive, Richland County TMS #11215-06-25, 1618 Pulaski Street, Richland County TMS #09010-12-03 and Lincoln Street Easement Areas A and C.



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EVENT RESOLUTION

33. Resolution No.: 2021-133 - Authorizing consumption of beer and wine only at 650 Candi Lane, Saluda Riverwalk Parking Area for the 22nd Annual Iceman Championships (kayak races) on Saturday, January 8, 2022 – *Approved*

Upon a motion made by Ms. Devine and seconded Mayor Benjamin, Council voted unanimously to approve Resolution No.: 2021-133 - Authorizing consumption of beer and wine only at 650 Candi Lane, Saluda Riverwalk Parking Area for the 22nd Annual Iceman Championships (kayak races) on Saturday, January 8, 2022.

OTHER MATTERS

34. Hospitality Tax Funding Allocation

Upon a motion made by Mayor Benjamin and seconded by Mr. Davis, Council voted unanimously to approve a hospitality tax allocation of \$15,000 for a New Year's Eve fireworks display from the highest point that can be viewed from across the City.

35. Honorary Street Renaming

Upon a motion made by Mr. McDowell and seconded by Mr. Davis, Council voted unanimously to approve the honorary naming of the corner of Oak Street and Lady Street "Shumpert Square".

36. Council is asked to approve a three-way stop at the intersection of Marion Street and Whaley Street, as requested by the Public Works Department. – *Approved*

The Columbia Police Department and the Columbia Fire Department have reviewed and approved the proposed installation.

Upon a motion made by Mr. Duvall and seconded by Ms. Devine, Council voted unanimously to approve a three-way stop at the intersection of Marion Street and Whaley Street, as requested by the Public Works Department.

37. Council is asked to approve the installation of three speed humps and a speed limit reduction from 30 mph to 25 mph along the 4000-4300 blocks of Grand Street, as requested by the Public Works Department. – *Approved*



We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, DECEMBER 21, 2021

The Columbia Police Department and the Columbia Fire Department have reviewed and approved the proposed installation.

Upon a motion made by Ms. Devine and seconded by Mr. McDowell, Council voted unanimously to approve the installation of three speed humps and a speed limit reduction from 30 mph to 25 mph along the 4000-4300 blocks of Grand Street, as requested by the Public Works Department.

COMMUNITY APPRECIATION / PUBLIC INPUT

Ms. Diane Wiley, Belvedere Community representative said I want to make sure that the rezoning ordinance does not affect our neighborhood. Our neighborhood needs help with the ditches, speed bumps, and affordable housing. I grew up in Columbia so I know the history. I was raised on King Street which is being gentrified. If we want to move out, that is a different thing but some people are being forced out and other neighborhoods are seeing the same. Columbia has to be for everyone and I am very passionate about this. Please do what you are supposed to do for everybody.

SPECIAL TRIBUTES

38. Presentations on Behalf of the City of Columbia Team - Ms. Teresa Wilson, City Manager

Ms. Teresa Wilson, City Manager presented Mr. Rickenmann, Ms. Devine, Mr. Davis, and Mayor Benjamin with parting gifts of appreciation on behalf of the City of Columbia for their years of service to the city and community. I can't say thank you enough. My favorite quote from Maya Angelou reads "I've learned that people will forget what you said, people will forget what you did, but people will never forget how you made them feel.". On behalf of the City of Columbia staff, thank you to every one of you for always seeing us as staff, hearing us, and making us feel respected and appreciated. She presented:

Mr. Rickenmann was presented with a LEGO Technic Mobile Crane and glass sculpture for his 12 years and 11 months of service.

Ms. Devine was presented with a Jonathan Green art work and glass sculpture for her 19 years and 5 months of service.

Mr. Davis was presented with a Stetson Cowboy Hat and glass sculpture for his 23 years and five months of service.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, DECEMBER 21, 2021**

Mayor Benjamin was presented with a glass sculpture for his 11 years and 6 months of service. The Mayor was also presented with a mounted gavel plaque to represent his leadership over the years.

Mr. William “Skip” Holbrook, Police Chief recognized the outgoing Mayor and members of Council. We often give our peers that have finished their years of service a compass. I know life's path will take each of you in different directions and it will be exciting to see what is next for you all. We hope the compass helps you get to where you need to be. It is inscribed with each of your names, years of service, and a quote that reads “your legacy is in the work you have done, person you are, and in the difference you have made.”. It is also our privilege in the Police Department to present the Award for Public Service to each of you. This award honors individuals who have distinguished themselves as champions of public safety and have made significant contributions to the Columbia Police Department. It is with great privilege to also present Mayor Benjamin with the Distinguished Service Award.

Mr. Aubrey Jenkins, Fire Chief recognized the outgoing Mayor and members of Council. It is my honor to certify you all as honorary members of the Columbia Fire Department. We have a special recognition coin that only members of this department can get. I would like to present you with your own member coin and also present you with the Chief's Coin. You can only get one for excellence in service. You have all done an excellent job and we appreciate everything you have done for our department, city, and county.

Mayor Benjamin presented the Key to the City, the highest honor of city awards, to Councilman Sam Davis and Councilwoman Tamika Isaac Devine.

ADJOURNMENT

After a special sendoff tribute from the Columbia-Richland Fire Department, the meeting was adjourned at 5:37 p.m.

Respectfully submitted:

Erika D. Moore Hammond, CMC
City Clerk

2022

CITY OF COLUMBIA

State Government Update



The City of Columbia's

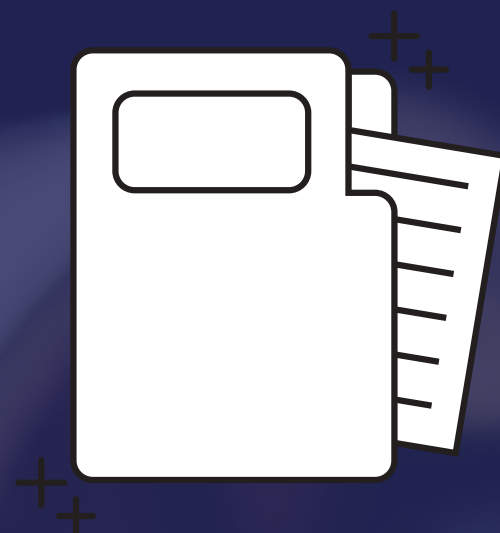
Advocates, Connectors, Interpreters

in all matters State Government

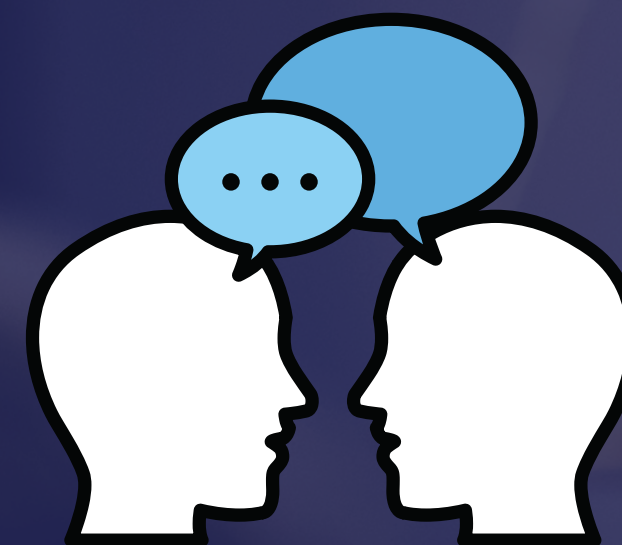


What We Do for The City

Legislative Work



**Reading all introduced
Legislation**



**Conferring with City
Staff**



**Talking with
Legislators**



**Testifying in
Subcommittees**



**Regular communications
with MASC**

Examples



Abandoned Buildings



Tort Claims Act Limit



**Community
Development Tax
Credits**

Pursue State Funding



**Five Points
Enhancements**



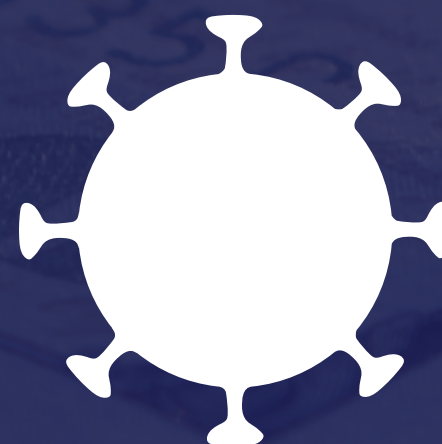
**American Rescue
Plan Funds**



Vista Greenway



AllStars Field



COVID-19 Funds



**DNR Water
Recreation Funds**

Respond to City Staff

When City staff asks...

"Can you give me any details on this bill I heard about?"

"We need a letter of support from legislators for this federal grant application."

"Can you help us write a letter to the delegation on this issue and deliver it to them?"

"We got a letter or call from this state office and we're not sure what it is about."

Respond to State Officials

When the State calls...

"I'm calling from DHEC and I understand you represent the City. We've got an issue we need the City's help in resolving."

"I'm calling from the Legislature. Can you provide more detail on this project the City wants included in the budget?"

"The Senator has a constituent with a problem, but it's really a City issue. Can you call and help them?"



Looking Forward

2022

Funding Opportunities 2022



**ARPA State Fiscal
Recovery**



ARPA Capital Projects



**FY21 Budget Surplus
FY22 Projected Surplus**



**Federal Infrastructure
Bill**



**Savannah River Site
Settlement**



**Tree Ordinance
Restrictions**

Legislation 2022



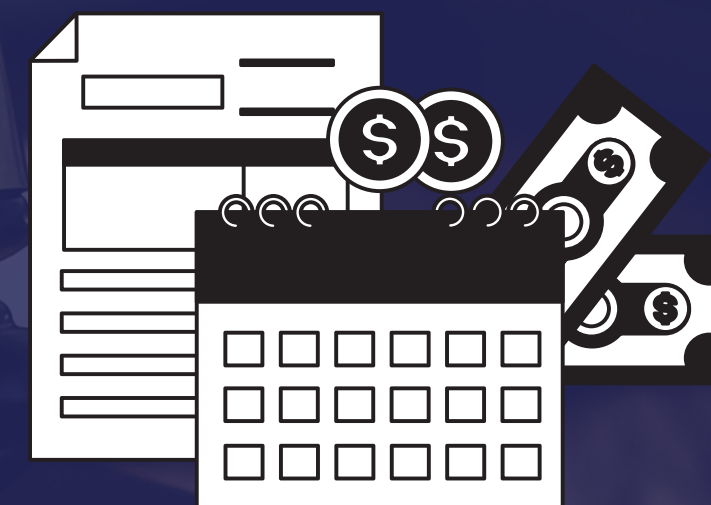
**Vaccine and Mask
Mandates**



Traffic Safety



Affordable Housing



**Local Tax Revenue
Flexibility**

Legislation 2022



**Mental Health Patient
Transport**



**Property Tax
Reform**



**Rehiring Retired Public
Safety Officials**



**Increasing
Government Tort
Claims Limits**



**Gun Violence
Measures**



Stormwater Rates

Your State House Team



AGREEMENT

THIS AGREEMENT is made and entered into between the **RIVER ALLIANCE** ("the CONTRACTOR") and the **CITY OF COLUMBIA, SOUTH CAROLINA** ("City").

WITNESSETH:

WHEREAS, the City and the CONTRACTOR have a mutual desire to enter into a written agreement outlining the terms and conditions of their association;

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the City and the CONTRACTOR agree as follows:

- A. **RESPONSIBILITIES OF CONTRACTOR:** The CONTRACTOR shall provide professional services to the CITY as approved by City Council on _____, 2021 and outlined in Exhibit "A" (attached) for FY 2021-2022.
- B. **RESPONSIBILITIES OF THE CITY:** The City will support the operations of the Contractor in a not-to exceed amount of \$55,000 payable upon receipt of invoices.
- C. **MISCELLANEOUS**
 1. Choice of Law. This Agreement shall be governed by, and construed according to the laws of the State of South Carolina.
 2. Heading for Reference. The headings contained herein are merely for reference and shall not control or modify the provisions of this Agreement.
 3. Term: This Agreement shall be effective upon final execution of both parties hereto but subject to final approval by City Council for the City of Columbia. This Agreement shall expire one (1) year from its effective date as established herein.
 4. Termination: This Agreement may be terminated by the City of Columbia at any time upon written notice thirty (30) days before the effective date of such termination. In the event of any such termination, the City shall not be obligated to fund any remaining payments outlined herein. The CONTRACTOR shall be entitled to retain any payments already made, regardless of the termination date. In the event of non-appropriation by City Council for the City of Columbia during any period outlined in this Agreement, this Agreement shall immediately terminate without recourse.
 5. Default: Should the City default under any of the terms or conditions outlined in this Agreement, the CONTRACTOR's sole remedy shall be cancellation of this Agreement and retention of any payments made as of the effective date of such termination. In the event of a breach by CONTRACTOR, the City shall be entitled to terminate this Agreement and shall be entitled to a refund of any payments made on a pro-rata basis.

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

WITNESSES TO CONTRACTOR:

RIVER ALLIANCE

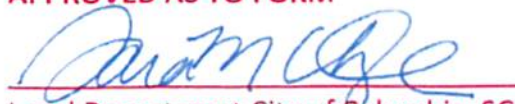
By: _____
Name: _____
Title: _____
Date: _____

WITNESSES TO CITY:

CITY OF COLUMBIA, SOUTH CAROLINA

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

APPROVED AS TO FORM



Legal Department City of Columbia, SC
9/9/2021

EXHIBIT A: River Alliance 2020-2021

The River Alliance accepts \$55,000 from City of Columbia for fiscal year 2021-2022. This will enable the River Alliance to do the following, within the scope of the 1995 Agreement of the River Alliance.”

- Continue to advocate for the objectives of the Three Rivers Gateway system, connecting citizens to water and enhancing downtown development potential.
- Provide management for the Saluda Riverwalk as a high priority “Transportation Penny” project. Manage the construction and commissioning of Phase I. Manage the design, permitting, programming and construction of Phase II.
- Work with the City of West Columbia to plan the I-26 Saluda River Crossing and connect this project to the Saluda Riverwalk. Develop future connections.
- Manage the “Boyd Island” project as an addition to Columbia’s Three Rivers Greenway. Confirm private funding. Coordinate with the City of Columbia, Richland County and the Saluda Riverwalk project.
- As requested, provide project management for the connection of Granby Park to Blossom Street as an addition to Columbia’s Three Rivers Greenway, with the River Alliance to be paid a project management fee as separately agreed with the City.
- As requested, provide project management for the connection of the Coble Plaza to Riverfront Park as an addition to Columbia’s Three Rivers Greenway, with the River Alliance to be paid a project management fee as separately agreed with the City.
- As requested, provide project management for additional parking on the Saluda Riverwalk as an addition to the Three Rivers Greenway with the River Alliance to be paid a project management fee as separately agreed with the City.
- As requested, provide project management expertise for other Greenway additions.
- Protect existing and advocate for additional federal and state capital funding for the Three Rivers Greenway.
- Continue to manage the 12,000 Year History Project. Support the working group to oversee operations.
- Continue to expand national recognition for the Three Rivers Greenway through the U.S. Department of Interior “National Recreational Trails” and similar programs.
- Market existing river related activities as components of community enhancement and workforce recruitment.
- Work to enhance the safety of Greenway and river users, anticipating increased watercraft access along new projects.

- Work to attract development to opportunity areas along the Broad, Saluda and Congaree Rivers.
- Provide quarterly status reports to the Assistant City Manager for Operations.

Contract Amendment #2

BID053-14-15
Goodwill Industries

December 29, 2021

Description of Change: Request change in Agreement for Professional Services between the City of Columbia (City) and Goodwill Industries (Vendor) executed August 18, 2021 (Agreement) to add funding for the continuation of janitorial services for the six (6) month term, ending June 30, 2022.

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

Current and Proposed Change and Basis for Payment:

Original Contract Amount (Term August 31, 2021 – December 31, 2021; Purchase Order# P190720):	\$95,865.90
Contract Amendment #1 (Time Extension from January 1, 2022 to June 30, 2022; Purchase Order# P190720):	\$0.00
Current Contract Amount:	\$95,865.90
This Contract Amendment #2 (Cost Increase; Purchase Order# P190720):	\$95,865.90
Revised Contract Amount:	\$191,731.80

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

Goodwill Industries

Print Name

Signature

Date

City of Columbia

Office of the City Manager

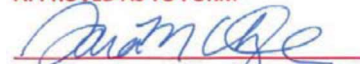
Teresa Wilson, City Manager

Signature

Date

Witness

APPROVED AS TO FORM


Legal Department City of Columbia, SC

1/3/2022

City of Columbia and Goodwill Industries
Professional Janitorial Services



CONTRACT FOR SERVICES

This Contract is being extended referencing BID053-14-15-Professional Janitorial Services.

PURPOSE – This Contract 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 Goodwill Industries, with legal address and principal place of business 115 Haywood Road, Greenville, SC 29607(hereinafter referred to as the “Contractor”), to provide Professional Janitorial Services.

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

1. **SCOPE OF SERVICES** – Upon written notification by the City to proceed, the Contractor shall provide Professional Janitorial Services. The Contractor shall perform any and all incidental services not specifically set forth, which are necessary to fully complete the scope of services described herein.
2. **SUPPLEMENTAL OR ADDITIONAL SERVICES** – The City may require supplemental or additional services of the Contractor or recommended by the Contractor and approved by the City in writing.

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

3. **TERM OF CONTRACT** – The term of the Contract is the date of the execution of this Award or a Notice to Proceed and a valid Purchase Order from the City of Columbia until December 31, 2021. All prices will remain in effect throughout the term of any potentially awarded contract.

City of Columbia and Goodwill Industries
Professional Janitorial Services

The Contractor agrees that the Services shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the period of performance stated above. It is expressly understood and agreed, by and between Contractor and Owner, that the period of performance is reasonable for the completion of the services outlined herein.

The decision whether to extend the Contract, 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. All terms and conditions stated in the solicitation remain in effect.

Assurance: The Contractor agrees that the solicitation and all subsequent Contract Document(s) are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for the successful performance of the services specified herein.

4. SCHEDULE FOR COMPLETION OF SERVICES – The Contractor shall complete any and all services performed under this Contract under the direction of the City of Columbia.

5. COMPENSATION –

A. The compensation to be paid by the City to the Contractor under this Agreement, for Professional Janitorial Services, shall not exceed the current rate of \$95,865.90 (tax included) for the six (6) month term, ending December 31, 2021.

B. The Contractor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided, invoices shall contain the Contract Number and Purchase Order Number. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order.

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

City of Columbia and Goodwill Industries
Professional Janitorial Services

6. SPECIFIC TERMS AND CONDITIONS PURSUANT TO BID053-14-15 Professional Janitorial Services

Contractor agrees, under the terms as outlined in the Scope of Services and at his/her/their own proper cost and expense, to furnish all the materials, supplies, equipment, labor, insurance and any other accessories, items and/or services necessary to complete the said project.

As applicable, the following additional Contract Documents combined with this contractual agreement, comprises the Contract between the Owner and Contractor and are incorporated by reference to this agreement:

1. Extension Letter
2. This Contract.

7. MISCELLANEOUS

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

The Contractor shall furnish and its Subcontractors shall furnish all information and reports required hereunder.

- D. In the event there are any disagreements between the City and the Contractor with regard to any of the requirements, specifications or interpretation of this Agreement, the Contractor agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of 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 Contractor 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

City of Columbia and Goodwill Industries
Professional Janitorial Services

Agreement and the performance thereof. The City may seek attorney's fees and the Contractor agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Contractor.

- F. This Agreement represents the entire agreement between the City and the Contractor and supersedes all prior communications, negotiations, representations or agreements, either written or oral. The parties may amend this Agreement at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

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

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

City of Columbia and Goodwill Industries
Professional Janitorial Services

3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.

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

- K. In carrying out the service, the Contractor shall not discriminate against any employee or applicant for employment because of that employee or applicant's age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws ("protected characteristic"). The Contractor shall take affirmative steps to ensure equal employment opportunities for all applicants for employment, without regard to their protected characteristics. For the purpose of this Non-Discrimination in Contracting Policy, the term "sex" includes medical needs and / or lactation needs arising from pregnancy, childbirth, or related medical conditions pursuant to the South Carolina Pregnancy Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Contractor operations, including, but not limited to the Contractor employment practices (including selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of services. 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 Non-Discrimination in Contracting Policy. The Contractor shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.
- L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.
- M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Contractor under this Agreement are matters of public record, but that the Contractor agrees that they shall only be made available to any individual or organization by the City and the Contractor shall not make them available to any individual or organization without the prior written approval of the City.

City of Columbia and Goodwill Industries
Professional Janitorial Services

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

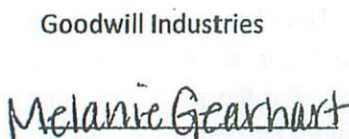
CITY OF COLUMBIA, SOUTH CAROLINA

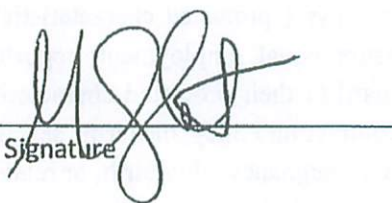

Witness


Teresa Wilson, City Manager

Date: 8/18/2021

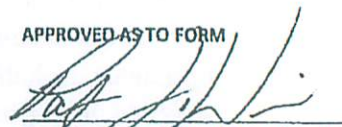
Goodwill Industries


Melanie Gearhart
Print


Signature

Date: 7/16/2021

APPROVED AS TO FORM


Legal Department City of Columbia, SC
7/17/2021

Contract Amendment #3

BID053-14-15
American Facility Services

December 29, 2021

Description of Change: Request change in Agreement for Professional Services between the City of Columbia (City) and American Facility Services (Vendor) executed August 18, 2021 (Agreement) to add funding for the continuation of janitorial services for the six (6) month term, ending June 30, 2022.

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

Current and Proposed Change and Basis for Payment:

Original Contract Amount (Term August 18, 2021 – December 31, 2021; Purchase Order# P190672):	\$161,652.00
Contract Amendment #1 (Cost Increase; Purchase Order# P190672):	\$2,595.00
Contract Amendment #2 (Time Extension from January 1, 2022 to June 30, 2022; Purchase Order# P190672):	\$0.00
Current Contract Amount:	\$164,247.00
This Contract Amendment #3 (Cost Increase; Purchase Order# P190672):	\$166,842.00
Revised Contract Amount:	\$331,089.00

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

American Facility Services

Harold Angel

Print Name



Signature

1/4/22

Date

City of Columbia

Office of the City Manager

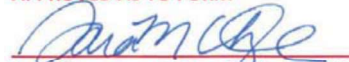
Teresa Wilson, City Manager

Signature

Date

Witness

APPROVED AS TO FORM


 Legal Department City of Columbia, SC
 1/3/2022

City of Columbia and American Facility Services
Professional Janitorial Services



CONTRACT FOR SERVICES

This Contract is being extended under procurement method BID053-14-15
Professional Janitorial Services.

PURPOSE – This Contract 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 American Facility Services, with legal address and principal place of business 1325 Union Hill Industrial Ct., Alpharetta, GA 30004 (hereinafter referred to as the “Contractor”), to provide Professional Janitorial Services.

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

1. **SCOPE OF SERVICES** – Upon written notification by the City to proceed, the Contractor shall provide Professional Janitorial Services. The Contractor shall perform any and all incidental services not specifically set forth, which are necessary to fully complete the scope of services described herein.
2. **SUPPLEMENTAL OR ADDITIONAL SERVICES** – The City may require supplemental or additional services of the Contractor or recommended by the Contractor and approved by the City in writing.

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

3. **TERM OF CONTRACT** – The term of the Contract is the date of the execution of this Award or a Notice to Proceed and a valid Purchase Order from the City of Columbia until December 31, 2021. All prices will remain in effect throughout the term of any potentially awarded contract.

City of Columbia and American Facility Services
Professional Janitorial Services

The Contractor agrees that the Services shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the period of performance stated above. It is expressly understood and agreed, by and between Contractor and Owner, that the period of performance is reasonable for the completion of the services outlined herein.

The decision whether to extend the Contract, 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. All terms and conditions stated in the solicitation remain in effect.

Assurance: The Contractor agrees that the solicitation and all subsequent Contract Document(s) are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for the successful performance of the services specified herein.

4. **SCHEDULE FOR COMPLETION OF SERVICES** – The Contractor shall complete any and all services performed under this Contract under the direction of the City of Columbia.

5. **COMPENSATION** –

- A. The compensation to be paid by the City to the Contractor under this Agreement, for Professional Janitorial Services, shall not exceed the current rate of \$161,652.00 (tax included) for the six (6) month term, ending December 31, 2021.
- B. The Contractor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided, invoices shall contain the Contract Number and Purchase Order Number. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order.

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

City of Columbia and American Facility Services
Professional Janitorial Services

6. SPECIFIC TERMS AND CONDITIONS PURSUANT TO BID053-14-15 Professional Janitorial Services

Contractor agrees, under the terms as outlined in the Scope of Services and at his/her/their own proper cost and expense, to furnish all the materials, supplies, equipment, labor, insurance and any other accessories, items and/or services necessary to complete the said project.

As applicable, the following additional Contract Documents combined with this contractual agreement, comprises the Contract between the Owner and Contractor and are incorporated by reference to this agreement:

1. Extension Letter
2. This Contract.

7. MISCELLANEOUS

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

The Contractor shall furnish and its Subcontractors shall furnish all information and reports required hereunder.

- D. In the event there are any disagreements between the City and the Contractor with regard to any of the requirements, specifications or interpretation of this Agreement, the Contractor agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of 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 Contractor 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

City of Columbia and American Facility Services
Professional Janitorial Services

Agreement and the performance thereof. The City may seek attorney's fees and the Contractor agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Contractor.

- F. This Agreement represents the entire agreement between the City and the Contractor and supersedes all prior communications, negotiations, representations or agreements, either written or oral. The parties may amend this Agreement at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

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

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

City of Columbia and American Facility Services
Professional Janitorial Services

3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.

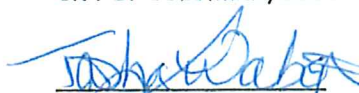
"Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.

- K. In carrying out the service, the Contractor shall not discriminate against any employee or applicant for employment because of that employee or applicant's age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws ("protected characteristic"). The Contractor shall take affirmative steps to ensure equal employment opportunities for all applicants for employment, without regard to their protected characteristics. For the purpose of this Non-Discrimination in Contracting Policy, the term "sex" includes medical needs and / or lactation needs arising from pregnancy, childbirth, or related medical conditions pursuant to the South Carolina Pregnancy Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Contractor operations, including, but not limited to the Contractor employment practices (including selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of services. 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 Non-Discrimination in Contracting Policy. The Contractor shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.
- L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.
- M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Contractor under this Agreement are matters of public record, but that the Contractor agrees that they shall only be made available to any individual or organization by the City and the Contractor shall not make them available to any individual or organization without the prior written approval of the City.

City of Columbia and American Facility Services
Professional Janitorial Services

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

CITY OF COLUMBIA, SOUTH CAROLINA


Witness


Teresa Wilson, City Manager

Date: 8/18/2021

American Facility Services

Harold Angel
Print


Signature

Date: 7/2/21

APPROVED AS TO FORM


Legal Department City of Columbia, SC

7/2/2021



CONTRACT FOR GOODS

This Contract is being awarded using the State Contracts #4400024871 and #4400027118.

PURPOSE – This Contract 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 Carolina International Trucks with legal address and principal place of business at 1619 Bluff Road, Columbia SC 29201 (hereinafter referred to as the “Contractor”), for the purchase 2023 MV607 SBA - Truck and Body.

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

1. **SCOPE and SCHEDULE OF PURCHASE** – Upon written notification by the City to proceed, the Contractor shall provide the goods fully described in Exhibit A, attached hereto. The Contractor shall complete all sales under this AGREEMENT within the timeframes set forth in Exhibit A.
2. **SUPPLEMENTAL OR ADDITIONAL GOODS** – The City may require supplemental or additional goods of the Contractor or recommended by the Contractor and approved by the City in writing.

The Contractor must obtain written approval from the City for any supplemental or additional goods prior to the goods being delivered. If the Contractor fails to obtain prior written approval to deliver the goods, the City is under no obligation to compensate the Contractor for the goods received.

3. **DELIVERY:** F.O.B. Destination. Destination is the shipping dock of the City of Columbia’s Fleet Services located at 2910 Colonial Drive, Columbia, SC 29203.
4. **SCHEDULE FOR DELIVERY OF GOODS** – The Contractor shall deliver any and all goods under this Contract under the direction of the Fleet Services.
5. **COMPENSATION** – (See Exhibit A)

City of Columbia and Carolina International Trucks

- A. The compensation to be paid by the City to the Contractor under this Agreement, to Public Works Equipment shall not exceed One Hundred Twenty-Eight Thousand, Four Hundred Sixty-Five Dollars and Sixty-Six Cents, (\$128,465.66).
- B. The Contractor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices stipulated on the contract at the time the order is placed, after delivery and acceptance the of goods, less deductions if any, as provided, invoices shall contain the Contract Number and Purchase Order Number. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order.

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

6. **SPECIFIC TERMS AND CONDITIONS PURSUANT TO STATE CONTRACTS #4400024871 and #4400027118.**

Contractor agrees, under the terms as outlined in the Scope and Schedule of Purchase and at his/her/their own proper cost and expense, to furnish all the materials, supplies, equipment, labor, insurance and any other accessories, items and/or services necessary to complete the said project.

As applicable, the following additional Contract Documents combined with this contractual agreement, comprises the Contract between the Owner and Contractor and are incorporated by reference to this agreement:

- 1. This Contract
- 2. State Contracts #4400024871 and #4400027118
- 3. Cost Proposal
- 4. Any modifications, including Change Orders, duly delivered after execution of Contract.

7. **MISCELLANEOUS**

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

City of Columbia and Carolina International Trucks

The Contractor shall furnish and its Subcontractors shall furnish all information and reports required hereunder.

- D. In the event there are any disagreements between the City and the Contractor with regard to any of the requirements, specifications or interpretation of this Agreement, the Contractor agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of 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 Contractor 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 Contractor agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Contractor.
- F. This Agreement represents the entire agreement between the City and the Contractor 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 schedule of goods, 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 Contractor.
- G. The failure of either the Contractor or the City to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Agreement shall not constitute waiver of a subsequent breach.
- H. In the event any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
- I. This Agreement is subject to City Council approval.
- J. The Contractor acknowledges, for itself and its Subcontractor, 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,

City of Columbia and Carolina International Trucks

give, offer, or promise anything of value to a public official, public member, or public employee with intent to:

1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;
2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,
3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.

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

- K. In carrying out the service, the Contractor shall not discriminate against any employee or applicant for employment because of that employee or applicant's age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws ("protected characteristic"). The Contractor shall take affirmative steps to ensure equal employment opportunities for all applicants for employment, without regard to their protected characteristics. For the purpose of this Non-Discrimination in Contracting Policy, the term "sex" includes medical needs and / or lactation needs arising from pregnancy, childbirth, or related medical conditions pursuant to the South Carolina Pregnancy Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Contractor operations, including, but not limited to the Contractor employment practices (including selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of services. 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 Non-Discrimination in Contracting Policy. The Contractor shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.
- L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.

City of Columbia and Carolina International Trucks

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

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

CITY OF COLUMBIA, SOUTH CAROLINA

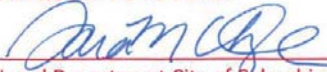
Witness

Teresa Wilson, City Manager

Date: _____

Carolina International Trucks

APPROVED AS TO FORM



Legal Department City of Columbia, SC
1/3/2022

Print

Signature

Date: _____

City of Columbia and Carolina International Trucks

List of Exhibits

Exhibit A – Quote

Exhibit A

INTERNATIONAL®

Financial Summary
2023 MV607 SBA (MV607)

November 04, 2021

<u>Description</u>	<u>(US DOLLAR)</u>	<u>Price</u>
Factory List Prices:		
Product Items	\$122,559.00	
Service Items	\$5,696.00	
Total Factory List Price Including Options:		\$128,255.00
Total Goods Purchased:		\$3,272.72
ADDS	\$0.00	
Base CA 84.9 WB 152 AF 63		
Increase CA to 102" - 1WEH WB 169 AF		
63 No charge		
Increase CA to 120" - 1WEH WB 187 AF		
75 No charge		
Increase CA to 138" - 1WEJ WB 205 AF		
75 \$214		
ADDS	\$0.00	
Full Air Brakes - \$924		
4619 tractor connector valve		
ABS 4AZA		
Front Chambers 4EXP		
Rear Chambers 4EXU		
S Cam Front 4JCH		
S Cam Rear 4NDB		
Air Compressor 4SPA		
Drain Valve - Standard no code		
**NO AIR DRYER INCLUDED IN THIS		
ADD**		
ADDS	\$200.00	
Body Install Fee \$200		
ADDS	\$0.00	
Operator Manual No charge		
Operator Training No charge		
Repair Technician Training No charge		
Shop Manual (CD or DVD) No charge		
DEDUCTS	\$0.00	
Auxiliary Power Connection(our service		
install) less \$36.70		
Auxiliary Rear Springs Req'd feature		
14VAD no deduct		
Pintle Hook Assembly ONLY less \$1275		
Total Preparation And Delivery:		\$200.00
Freight	\$2,600.00	
Total Freight:		\$2,600.00
Total Factory List Price Including Freight:		\$134,327.72
Less Customer Allowance:		(\$55,877.06)
Total Vehicle Price:		\$78,450.66
Total Body/Allied Equipment:		\$49,290.00
Total Sale Price:		\$127,740.66
Total Per Vehicle Sales Price:		\$127,740.66
Total Net Sales Excluding Taxes:		\$127,740.66
IMF \$500.00	\$725.00	
DOC FEE \$225.00		
Total License, Title:		\$725.00
Net Sales Price:		\$128,465.66

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

INTERNATIONAL®

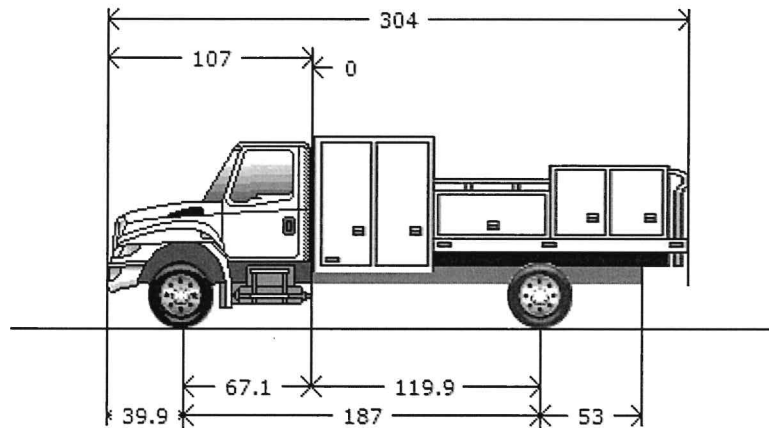
November 04, 2021

Prepared For:
 CITY OF COLUMBIA
 Mr Jason L Manchee
 4013 West Beltline Blvd
 Columbia, SC 29203-
 (803)603 - 4544
 Reference ID: N/A

Presented By:
 CAROLINA INTERNATIONAL TRUCKS, INC
 RANDY R SPIRES
 1619 BLUFF RD
 COLUMBIA SC 29201 -
 (803)799-4923

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

Truck State, Contract #4400024871



Body State, Contract #4400027118

Model Profile
2023 MV607 SBA (MV607)

AXLE CONFIG:	4X2
APPLICATION:	Construction Dump
MISSION:	Requested GVWR: 27000. Calc. GVWR: 27000. Calc. GCWR: 33000 Calc. Start / Grade Ability: 30.91% / 2.18% @ 55 MPH Calc. Geared Speed: 88.8 MPH
DIMENSION:	Wheelbase: 187.00, CA: 119.90, Axle to Frame: 53.00
ENGINE, DIESEL:	{Cummins B6.7 300} EPA 2021, 300HP @ 2600 RPM, 660 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 300 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 2500 RDS} 5th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, with 33,000-lb GVW and GCW Max
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-08-153B} I-Beam Type, 8,000-lb Capacity
AXLE, REAR, SINGLE:	{Dana Spicer S140} Single Reduction, 19,000-lb Capacity, 190 Wheel Ends Gear Ratio: 5.57
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 11R22.5 Load Range G HSR2 (CONTINENTAL), 498 rev/mile, 75 MPH, All-Position
TIRE, REAR:	(4) 11R22.5 Load Range G HDL2 (CONTINENTAL), 493 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, SINGLE:	23,500-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs
PAINT:	Cab schematic 100WP Location 1: 9219, Winter White (Std) Chassis schematic N/A

LEE TRANSPORT EQUIPMENT INC.

Custom Quotation For:

P.O. BOX 26, 1300 BLUFF R.D.
 COLUMBIA, SOUTH CAROLINA 29202
 PHONE# 803-799-7860 FAX 803-765-0535
 TRUCK BODIES AND TRUCK EQUIPMENT

Quote # GS-11042021-G
 Date: 11/4/2021
 Phone # 803-603-4544
 Fax#

Personal Contact: Jason Manchee

PRICING:

(South Carolina State Contract for Service Bodies Number #4400027118)

Furnish and install Knapheide Model 6165HC, 14' Service body with standard shelving -
 package, ICC rear protection and LED lights to South Carolina State Specification.

\$ 22,585.00

Add option for:

Kevlar spray in liner installed in cargo area, compartment tops and on rear bumper.

\$ 1,450.00

Vmac H60, 60CFM rotary screw air compressor installed on street side front compartment.

\$ 10,985.00

Furnish and install 2-rows of E-Track in cargo area, 4" from top of body from front to back.

\$ 420.00

6-Corner LED strobe light system (B12-AW) 2-in truck grill, 2-on sides and 2-on rear of body.

\$ 985.00

6-Cargo tie downs installed in cargo area, 2-48" from front, 2-6" from rear and 2-in the center.

\$ 385.00

Cab guard installed to be 4" above cab.

20 ton 4-bolt pintle hitch, electric brake controller, 7-way RV plug and back up alarm.

\$ 1,185.00

4-LED Swiveling work lights installed on rear compartment tops.

\$ 360.00

American Eagle 7-Drawer tool chest installed in street side front compartment.

\$ 1,795.00

42" LED bar light installed on cab guard with switch in cab.

\$ 1,255.00

Miller Bobcat 260 welder mount installed on street side rear compartment.

\$ 410.00

Add fold down step and grab handle to curb side of ICC bumper.

\$ 225.00

State Contract 3-way back up camera system installed.

\$ 1,250.00

50' X 1/2" Air hose reel installed in curb side rear compartment to exit rear of body (FLR inc).

\$ 980.00

6" Wilton vise installed on Knapheide vise mount, curb side of rear bumper.

\$ 885.00

Fabricate rear step bumper straight across with pintle hook bolted to the back and braced.

\$ 1,550.00

Body and all accessories completely installed, painted and ready to go.

Price good for 30 days.

Tax not Inc.

Insurance: Customers chassis covered with primary coverage insurance while

Price: \$ 46,705.00

in the care and the custody of L.T.E. Product Liability insurance carried.

Special Discount: \$ -

Chassis: 26,000 GVWR C/A 120" Paint: White

Net Price: \$ 46,705.00

Other Data:

Local Option Tax: \$ -

State Sales Tax:

Total Price: \$ 46,705.00

Tax Exempt No

Terms:

Delivery Date:

Accepted By

Date:

By:

Lee Transport Equipment, Inc.

Greg L Stowers

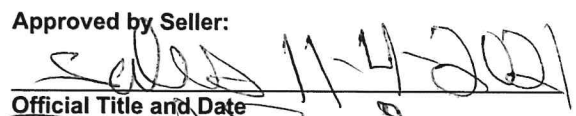
INTERNATIONAL®

Financial Summary
2023 MV607 SBA (MV607)

November 04, 2021

Approved by Seller:

Accepted by Purchaser:


 Official Title and Date

Firm or Business Name


 Authorized Signature

Authorized Signature and Date

This proposal is not binding upon the seller without
 Seller's Authorized Signature

 Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.



PROCUREMENT SERVICES

Contract 4400024871
[Back to Initial Screen](#)
Validity Start 11/01/2020

Validity End 10/31/2022

Target Value \$ 2,075,940.00

Bid Invitation [5400020159](#)
Contract Notes
Vendor 7000083474
Vendor Address CAROLINA INTERNATIONAL TRUCKS INC
1619 BLUFF ROAD
COLUMBIA SC 29201

District RICHLAND

Telephone (803) 799-4923

E-mail ap@carolinainternational.com
Fax Number (803) 252-4064

Minority Status Not Applicable

Home Page <http://www.carolinainternational.com>
Other URL
Vendor Contacts

5 Contacts found, displaying all Contacts.

Contact Name	Function	Phone	E-mail
CARSWELL, VALERIE	CONTROLLER	(803) 799-4923 ext 7236	vcarswell@carolinainternational.com
FENN, GARY	SALES DIRECTOR	(803) 251-7260 ext 7260	gfenn@carolinainternational.com
SCARBOROUGH, SAM	Emergency Contact	(803) 799-4923	sscarborough@carolinainternational.com
SMALLWOOD, JEREMY	PARTS AND SERVICE DIRECTOR	(843) 747-3040 ext 3241	jsmallwood@carolinainternational.com
WISER, STEVE	Primary Contact	(803) 251-7293	swiser@carolinainternational.com

Attachments

One Attachment found.

[Intent to Award.pdf](#)

Attachment Title

Date/Time Posted

10/14/2020 10:17:48 AM

Contract Items

One Item found.

Item Pricing

00004 CC-5: CAB & CHASSIS, 24,000 GVWR, DIESEL

Material Group: 07210 - trucks, cab & chassis only

Agency: Statewide

[Back to Initial Screen](#)



PROCUREMENT SERVICES

Contract 4400027118
[Back to Initial Screen](#)
Validity Start 11/01/2021

Validity End 10/31/2023

Target Value \$ 4,369,110.00

Bid Invitation [5400021785](#)
Contract Notes
Vendor 7000050670
Vendor Address LEE TRANSPORT EQUIP INC
1300 BLUFF RD
COLUMBIA SC 29201

District
E-mail jill@leetransport.net
Telephone (803) 799-7860

Fax Number (803) 765-0535

Minority Status Not Applicable

Home Page <http://www.leetransport.net>
Other URL

Vendor Contacts

5 Contacts found, displaying all Contacts.

Contact Name	Function	Phone	E-mail
BOLAND, CINDY	SALES	(803) 799-7860	cindy@leetransport.net
DRIGGERS, C.J.	SALES	(803) 414-8080	cjdriggers@leetransport.net
GLOVER, JILL	Primary Contact	(803) 799-7860	jill@leetransport.net
STOWERS, GREG	Emergency Contact	(803) 917-0060	gstowers@leetransport.net
STOWERS, GREG	SALES	(803) 799-7860	gstowers@leetransport.net

Attachments

One Attachment found.

Attachment Title	Date/Time Posted
Statement of Award.pdf	10/11/2021 11:32:34 AM

Contract Items

4 Items found, displaying all Items.

Item Pricing

00005	Lot 1 - Dump Bodies
	Material Group: 06530 - dump bodies, hoist subframes, etc.
	Agency: Statewide
00006	Lot 2 - Platform Bodies
	Material Group: 06530 - dump bodies, hoist subframes, etc.
	Agency: Statewide
00007	Lot 3 - Utility Bodies
	Material Group: 06530 - dump bodies, hoist subframes, etc.
	Agency: Statewide
00008	Lot 4 - Slope Bodies
	Material Group: 06530 - dump bodies, hoist subframes, etc.
	Agency: Statewide

[Back to Initial Screen](#)

We respectfully request Council's approval for this purchase using the State Contract #4400024871 and #4400024845 Vendor, Carolina International Trucks, at the following cost.

2022 MV607 SBA - Truck and Body	
Base Price	\$ 127,740.66
Doc Fee	\$ 225.00
SC State Vehicles Taxes	\$ 500.00
PO Total	\$ 128,465.66

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.



CONTRACT FOR VEHICLES

This Contract is being awarded under State Contracts 4400024871 and 4400027118.

PURPOSE – This Contract 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 Carolina International Trucks, Inc. with legal address and principal place of business at 1619 Bluff Road, Columbia, SC 29201 (hereinafter referred to as the “Contractor”), for the purchase of four (4) 2023 MV607 SBA 4x2 to include PJ's dump body with G5530 hoist.

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

1. **SUPPLEMENTAL OR ADDITIONAL VEHICLES** – The City may require supplemental or additional vehicles of the Contractor or recommended by the Contractor and approved by the City in writing.

The Contractor must obtain written approval from the City for any supplemental or additional vehicles prior to delivery. If the Contractor fails to obtain prior written approval for delivery, the City is under no obligation to compensate the Contractor for vehicles received.

2. **TERM OF CONTRACT** – The term of the Contract is the date of Notice to Proceed and a valid Purchase Order from the City of Columbia.
3. **SCHEDULE FOR COMPLETION OF VEHICLES** – The Contractor shall deliver any and all vehicles purchased under this Contract under the direction of Fleet Services.
4. **COMPENSATION** – (See Exhibit A)
 - A. The compensation to be paid by the City to the Contractor under this Agreement, to Carolina International Trucks, Inc. shall not exceed Four Hundred Thirty-Six Thousand, Sixty-One Dollars and Sixty Cents, (\$436,061.60).
 - B. The Contractor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided, invoices shall contain the Contract

City of Columbia and Carolina International Trucks, Inc.

Number and Purchase Order Number. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order.

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

5. SPECIFIC TERMS AND CONDITIONS PURSUANT TO STATE CONTRACTS 4400024871 AND 4400027118.

Contractor agrees, under the terms as outlined in the quote and at his/her/their own proper cost and expense, to furnish all the materials, supplies, equipment, labor, insurance and any other accessories, items and/or services necessary to complete the said project.

As applicable, the following additional Contract Documents combined with this contractual agreement, comprises the Contract between the Owner and Contractor and are incorporated by reference to this agreement:

1. This Contract
2. State Contracts 4400024871 and 4400027118
3. Quote

6. MISCELLANEOUS

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

The Contractor shall furnish and its Subcontractors shall furnish all information and reports required hereunder.

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

City of Columbia and Carolina International Trucks, Inc.

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 Contractor 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 Contractor agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Contractor.

F. This Agreement represents the entire agreement between the City and the Contractor and supersedes all prior communications, negotiations, representations or agreements, either written or oral. The parties may amend this Agreement at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

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

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

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

I. This Agreement is subject to City Council approval.

J. The Contractor acknowledges, for itself and its Subcontractor, 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:

City of Columbia and Carolina International Trucks, Inc.

1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;
2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,
3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.

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

- K. In carrying out the service, the Contractor shall not discriminate against any employee or applicant for employment because of that employee or applicant's age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws ("protected characteristic"). The Contractor shall take affirmative steps to ensure equal employment opportunities for all applicants for employment, without regard to their protected characteristics. For the purpose of this Non-Discrimination in Contracting Policy, the term "sex" includes medical needs and / or lactation needs arising from pregnancy, childbirth, or related medical conditions pursuant to the South Carolina Pregnancy Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Contractor operations, including, but not limited to the Contractor employment practices (including selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of services. 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 Non-Discrimination in Contracting Policy. The Contractor shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.
- L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.
- M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Contractor under this Agreement are matters of public record, but that the Contractor agrees that they shall only be made available to any individual or

City of Columbia and Carolina International Trucks, Inc.

organization by the City and the Contractor shall not make them available to any individual or organization without the prior written approval of the City.

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

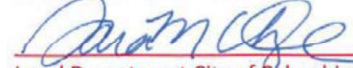
CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date: _____

APPROVED AS TO FORM



Legal Department City of Columbia, SC
12/9/2021

Carolina International Trucks, Inc.

Print

Signature

Date: _____

City of Columbia and Carolina International Trucks, Inc.

List of Exhibits

Exhibit A – Quote

Exhibit A

INTERNATIONAL®**Financial Summary**
2023 MV607 SBA (MV607)

November 04, 2021

<u>Description</u>	(US DOLLAR)	<u>Price</u>
Factory List Prices:		
Product Items	\$117,896.00	
Service Items	\$5,696.00	
Total Factory List Price Including Options:		\$123,592.00
Total Goods Purchased:		\$2,575.00
Model Year Commodity Surcharge	\$1,750.00	
Total Preparation And Delivery:		\$1,750.00
Freight Charge	\$2,600.00	
Total Freight:		\$2,600.00
Total Factory List Price Including Freight:		\$130,517.00
Less Customer Allowance:		(\$54,586.60)
Total Vehicle Price:		\$75,930.40
Total Body/Allied Equipment:		\$32,585.00
Total Sale Price:		\$108,515.40
Total Per Vehicle Sales Price:		\$108,515.40
Total Net Sales Excluding Taxes:		\$108,515.40
IMF FEE	\$500.00	
Total Taxes:		\$500.00
Net Sales Price:		\$109,015.40

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Accepted by Purchaser:

Official Title and Date_____
Firm or Business Name_____
Authorized Signature_____
Authorized Signature and Date

This proposal is not binding upon the seller without
Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.

INTERNATIONAL®

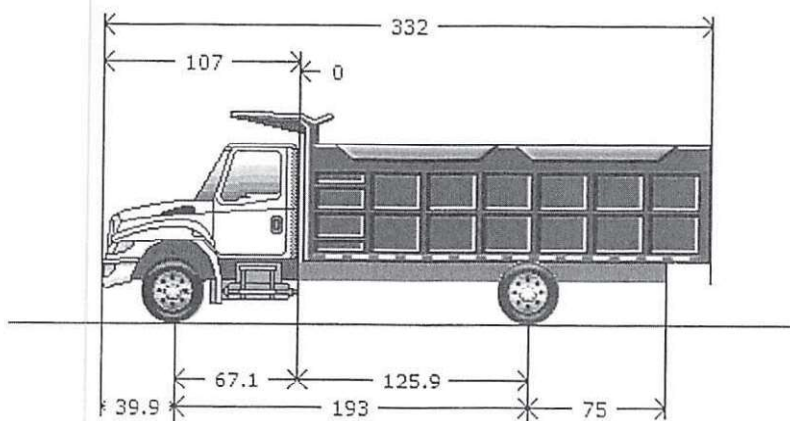
November 04, 2021

Prepared For:
CITY OF COLUMBIA
Billy Bowers
2910 Colonial Dr.
Columbia, SC 29203-6812
(803)603 - 4544
Reference ID: N/A

Presented By:
CAROLINA INTERNATIONAL TRUCKS, INC
RANDY R SPIRES
1619 BLUFF RD
COLUMBIA SC 29201 -
(803)799-4923

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

Truck State Contract #4400024871



Body State Contract #4400027118

Model Profile

2023 MV607 SBA (MV607)

AXLE CONFIG:	4X2
APPLICATION:	Construction Dump
MISSION:	Requested GVWR: 25500. Calc. GVWR: 25500. Calc. GCWR: 33000 Calc. Start / Grade Ability: 32.96% / 2.35% @ 55 MPH Calc. Geared Speed: 88.8 MPH
DIMENSION:	Wheelbase: 193.00, CA: 125.90, Axle to Frame: 75.00
ENGINE, DIESEL:	{Cummins B6.7 300} EPA 2021, 300HP @ 2600 RPM, 660 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 300 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 2500 RDS} 5th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, with 33,000-lb GVW and GCW Max
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-08-153B} I-Beam Type, 8,000-lb Capacity
AXLE, REAR, SINGLE:	{Dana Spicer S140} Single Reduction, 17,500-lb Capacity, 190 Wheel Ends Gear Ratio: 5.57
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 11R22.5 Load Range G HSR2 (CONTINENTAL), 498 rev/mile, 75 MPH, All-Position
TIRE, REAR:	(4) 11R22.5 Load Range G HDL2 (CONTINENTAL), 493 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, SINGLE:	23,500-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs
PAINT:	Cab schematic 100WP Location 1: 9219, Winter White (Std) Chassis schematic N/A



PROCUREMENT SERVICES

Contract 4400024871
[Back to Initial Screen](#)
Validity Start 11/01/2020

Validity End 10/31/2022

Target Value \$ 2,075,940.00

Bid Invitation [5400020159](#)
Contract Notes
Vendor 7000083474
Vendor Address CAROLINA INTERNATIONAL TRUCKS INC
1619 BLUFF ROAD
COLUMBIA SC 29201

District RICHLAND

Telephone (803) 799-4923

E-mail ap@carolinainternational.com
Fax Number (803) 252-4064

Minority Status Not Applicable

Home Page <http://www.carolinainternational.com>
Other URL

Vendor Contacts

5 Contacts found, displaying all Contacts.

Contact Name	Function	Phone	E-mail
CARSWELL, VALERIE	CONTROLLER	(803) 799-4923 ext 7236	vcarswell@carolinainternational.com
FENN, GARY	SALES DIRECTOR	(803) 251-7260 ext 7260	gfenn@carolinainternational.com
SCARBOROUGH, SAM	Emergency Contact	(803) 799-4923	sscarborough@carolinainternational.com
SMALLWOOD, JEREMY	PARTS AND SERVICE DIRECTOR	(843) 747-3040 ext 3241	jsmallwood@carolinainternational.com
WISER, STEVE	Primary Contact	(803) 251-7293	swiser@carolinainternational.com

Attachments

One Attachment found.

Attachment Title	Date/Time Posted
Intent to Award.pdf	10/14/2020 10:17:48 AM

Contract Items

One Item found.

Item Pricing

00004 CC-5: CAB & CHASSIS, 24,000 GVWR, DIESEL

Material Group: 07210 - trucks, cab & chassis only

Agency: Statewide

[Back to Initial Screen](#)



PROCUREMENT SERVICES

Contract 4400027118
[Back to Initial Screen](#)
Validity Start 11/01/2021

Validity End 10/31/2023

Target Value \$ 4,369,110.00

Bid Invitation [5400021785](#)
Contract Notes
Vendor 7000050670
Vendor Address LEE TRANSPORT EQUIP INC
1300 BLUFF RD
COLUMBIA SC 29201

District
Telephone (803) 799-7860

E-mail jill@leetransport.net
Fax Number (803) 765-0535

Minority Status Not Applicable

Home Page <http://www.leetransport.net>
Other URL
Vendor Contacts

5 Contacts found, displaying all Contacts.

Contact Name	Function	Phone	E-mail
BOLAND, CINDY	SALES	(803) 799-7860	cindy@leetransport.net
DRIGGERS, C.J.	SALES	(803) 414-8080	cjdriggers@leetransport.net
GLOVER, JILL	Primary Contact	(803) 799-7860	jill@leetransport.net
STOWERS, GREG	Emergency Contact	(803) 917-0060	gstowers@leetransport.net
STOWERS, GREG	SALES	(803) 799-7860	gstowers@leetransport.net

Attachments

One Attachment found.

Attachment Title	Date/Time Posted
Statement of Award.pdf	10/11/2021 11:32:34 AM

Contract Items

4 Items found, displaying all Items.

Item Pricing

00005	Lot 1 - Dump Bodies
	Material Group: 06530 - dump bodies, hoist subframes, etc.
	Agency: Statewide
00006	Lot 2 - Platform Bodies
	Material Group: 06530 - dump bodies, hoist subframes, etc.
	Agency: Statewide
00007	Lot 3 - Utility Bodies
	Material Group: 06530 - dump bodies, hoist subframes, etc.
	Agency: Statewide
00008	Lot 4 - Slope Bodies
	Material Group: 06530 - dump bodies, hoist subframes, etc.
	Agency: Statewide

[Back to Initial Screen](#)

We respectfully request Council's approval for this purchase using the State Contract #4400024871 and 4400027118 Vendor, Carolina International Trucks, at the following cost.

Four (4) 2023 International MV607 SBA 4x2 with Cummins	
Base Price	\$ 434,061.60
SC State Taxes	\$ 2,000.00
PO Total	\$ 436,061.60

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.



CONTRACT FOR VEHICLE PURCHASE

This Contract is being awarded under State Contracts 4400027191 and 4400024846.

PURPOSE – This Contract 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 Shealys Truck Center Inc. with legal address and principal place of business at 1340 Bluff Road, Columbia, SC 29201 (hereinafter referred to as the “Contractor”), for the purchase of a 2022 Western Star Dump Truck 4700 Set-back Chassis.

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

1. **SUPPLEMENTAL OR ADDITIONAL VEHICLES AND/OR SERVICES** – The City may require supplemental or additional vehicles from the Contractor or recommended by the Contractor and approved by the City in writing.

The Contractor must obtain written approval from the City for any supplemental or additional vehicles and/or services prior to delivery. If the Contractor fails to obtain prior written approval for delivery, the City is under no obligation to compensate the Contractor for vehicles and/or services received.

2. **TERM OF CONTRACT** – The term of the Contract is the date of the Notice to Proceed and a valid Purchase Order from the City of Columbia.
3. **SCHEDULE FOR DELIVERY OF VEHICLES** – The Contractor shall deliver any and all vehicles purchased in this Contract under the direction of Fleet Services.
4. **COMPENSATION** – (See Exhibit A)
 - A. The compensation to be paid by the City to the Contractor under this Agreement, in an amount of One Hundred Sixty-One Thousand, Four Hundred Forty-Three Dollars and Zero Cents, (\$161,443.00).
 - B. The Contractor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices stipulated on the contract at the time the order is placed, after delivery and acceptance

of vehicles, less deductions if any, as provided, invoices shall contain the Contract Number and Purchase Order Number. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order.

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

5. **SPECIFIC TERMS AND CONDITIONS PURSUANT TO STATE CONTRACTS 4400027191 and 4400024846.**

Contractor agrees, under the terms as outlined in the quote and at his/her/their own proper cost and expense, to furnish the vehicle as specified to include, but may not be limited to any other standard and specialized equipment and components as outlined in Exhibit A (2022 Western Star Dump Truck 4700 Set-back Chassis Specifications) and Exhibit B (Customization Specifications).

MISCELLANEOUS

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

The Contractor shall furnish and its Subcontractors shall furnish all information and reports required hereunder.

- D. In the event there are any disagreements between the City and the Contractor with regard to any of the requirements, specifications or interpretation of this Agreement, the Contractor agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of 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 Contractor 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

City of Columbia and Shealys Truck Center Inc.

Contractor agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Contractor.

- F. This Agreement represents the entire agreement between the City and the Contractor and supersedes all prior communications, negotiations, representations or agreements, either written or oral. The parties may amend this Agreement at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

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

- G. The failure of either the Contractor or the City to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Agreement shall not constitute waiver of a subsequent breach.
- H. In the event any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
- I. This Agreement is subject to City Council approval.
- J. The Contractor acknowledges, for itself and its Subcontractor, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:
1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;
 2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,
 3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.

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

- K. In carrying out the service, the Contractor shall not discriminate against any employee or applicant for employment because of that employee or applicant’s age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws (“protected characteristic”). The Contractor shall take affirmative steps to ensure equal employment opportunities for all applicants for employment, without regard to their protected characteristics. For the purpose of this Non-Discrimination in Contracting Policy, the term “sex” includes medical needs and / or lactation needs arising from pregnancy, childbirth, or related medical conditions pursuant to the South Carolina Pregnancy Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Contractor operations, including, but not limited to the Contractor employment practices (including selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of services. 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 Non-Discrimination in Contracting Policy. The Contractor shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.
- L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.
- M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Contractor under this Agreement are matters of public record, but that the Contractor agrees that they shall only be made available to any individual or organization by the City and the Contractor shall not make them available to any individual or organization without the prior written approval of the City.

City of Columbia and Shealys Truck Center Inc.

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

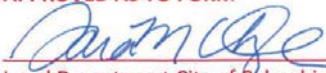
CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date: _____

APPROVED AS TO FORM



Legal Department City of Columbia, SC
1/5/2022

SHEALYS TRUCK CENTER INC.

Print

Signature

Date: _____

List of Exhibits

Exhibit A – Quote and Specification

Exhibit B – Customization Specification and Itemized Quote

Exhibit A

Prepared for:
Randall Ellswick
COLUMBIA CITY OF
1136 Washington Street
Columbia, SC 29201
Phone: 803-545-3470

Prepared by:
David Shealy
SHEALY WESTERN STAR
1340 BLUFF RD.
COLUMBIA, SC 29201
Phone: 803-771-0176

SCDOT contract #44000 27191 - Chassis
SCDOT contract #44000 28846 - Body, dump.

QUOTATION

4700 SET-BACK FRONT AXLE CHASSIS

SET BACK AXLE - TRUCK
DETROIT DD13 12.8L 380 HP @ 1625 RPM, 1900 GOV
RPM, 1450 LB-FT @ 975 RPM
ALLISON 4500 RDS AUTOMATIC TRANSMISSION WITH
PTO PROVISION
RT-46-160P 46,000# R-SERIES TANDEM REAR AXLE
TUFTRAC 46,000# REAR SPRING SUSPENSION
MFS-20-133A 20,000# FL1 71.0 INCH KPI/3.74 INCH
DROP SINGLE FRONT AXLE
20,000# TAPERLEAF FRONT SUSPENSION

110 INCH BBC STEEL CONVENTIONAL CAB
5275MM (208 INCH) WHEELBASE
11/32X3-1/2X10-15/16 INCH STEEL FRAME
(8.73MMX277.8MM/0.344X10.94 INCH) 120KSI
1600MM (63 INCH) REAR FRAME OVERHANG
1/4 INCH (6.35MM) C-CHANNEL INNER FRAME
REINFORCEMENT
HENDRICKSON EX13 COMP 13,500# FF1 STEERABLE
15X4 BRAKE INTEGRAL PUSHER AXLE

		PER UNIT	TOTAL
VEHICLE PRICE	TOTAL # OF UNITS (1)	\$ 159,922	\$ 159,922
EXTENDED WARRANTY		\$ 1,366	\$ 1,366
DEALER INSTALLED OPTIONS		\$ 0	\$ 0
CUSTOMER PRICE BEFORE TAX		\$ 161,288	\$ 161,288
TAXES AND FEES			
FEDERAL EXCISE TAX (FET)		\$ (345)	\$ (345)
TAXES AND FEES		\$ 0	\$ 0
OTHER CHARGES		\$ 0	\$ 0
TRADE-IN			
TRADE-IN ALLOWANCE		\$ (0)	\$ (0)
BALANCE DUE	(LOCAL CURRENCY)	\$ 160,943	\$ 160,943

COMMENTS:

Projected delivery on ___ / ___ / ___ provided the order is received before ___ / ___ / ___.

APPROVAL:

Please indicate your acceptance of this quotation by signing below:

Customer: X _____ Date: ___ / ___ / ___



Prepared for:
Randall Ellswick
COLUMBIA CITY OF
1136 Washington Street
Columbia, SC 29201
Phone: 803-545-3470

Prepared by:
David Shealy
SHEALY WESTERN STAR
1340 BLUFF RD.
COLUMBIA, SC 29201
Phone: 803-771-0176

S P E C ' D A L T E R N A T I V E S

SCDOT contract #4400027191 CC-9 79,000 lbs, tri-axle chassis----- \$150,994.25
SCDOT contract #4400024846-16' steel Godwin dump body-----\$ 33,785.00
Credit for 2022 YM 4700SB chassis ILO 2023 YM 47X chassis-----(\$ 23,836.25)
Total amount due delivered to City of Columbia, SC maintenance shop-----\$160,943.00

Unit is in stock and subject to prior sale.

Add \$500.00 SC IMF fee to total amount due.



LEE TRANSPORT EQUIPMENT INC.

9.a

Custom Quotation For:

P.O. BOX 26, 1300 BLUFF R.D.

Quote # **GS-01252021-D**

COLUMBIA, SOUTH CAROLINA 29202

Date: 10/6/2021

PHONE# 803-799-7860 FAX 803-765-0535

Phone # 803-542-6502

TRUCK BODIES AND TRUCK EQUIPMENT

Fax#

Personal Contact:

David Knoche

PRICING:

(South Carolina State Contract for Dump Bodies Number #4400024846)

Furnish and install R&S Godwin 16' Dump Body to City of Columbia Specifications to Include:

3/16" AR-450 Hardox floor, 3/16" AR-450 sides and tailgate with 3/16" high tensile front.

(R&S Godwin Dump model CS16048, 16' long X 48" high sides)

24" Cab shield with wind deflector

2"X 8" Steel side boards installed and painted blue.

3-Panel standard straight, air tailgate.

Asphalt apron bolt on style with 30 degree angle.

Mountain Tarp, electric tarp system with bent arms and asphalt tarp installed with tensioner.

4- Corner LED strobe light system installed in rear corner post of body and in truck grill.

EZ Step access installed on curb side with 3-inside steps inside of the body.

Anti spray mud flaps installed on rear of body and in front of drop axle.

Hyva Hoist system installed with hoist stabilizer to City of Columbia specifications.

PH-90 Pintle Hitch set at 26" height, electric brake controller, 7-way plug and back up alarm.

Custom console installed to City of Columbia specifications.

Central grease line system installed (street side rear of body).

FMVSS Safety kit shipped loose.

Painted customer specified color (City of Columbia Blue).

\$ 33,785.00

Note: There is no air lift axle priced on this quote.

Note: Dump body and equipment completely installed to City of Columbia specifications.

Price good for 30 days.

Tax not included.

Insurance: Customers chassis covered with primary coverage insurance while

Price: \$ 33,785.00

in the care and the custody of L.T.E. Product Liability insurance carried.

Special Discount: \$ -

Chassis: Tandem Chassis c/T 136" Paint:

Net Price: \$ 33,785.00

Other Data:

Local Option Tax: \$ -

State Sales Tax:

Total Price: \$ 33,785.00

Tax Exempt No

Terms:

Delivery Date:

Lee Transport Equipment, Inc.

Accepted By

Date:

By: Greg L Stowers



PROCUREMENT SERVICES

Contract 4400027191

[Back to Initial Screen](#)

Validity Start 11/01/2021

Validity End 10/31/2023

Target Value \$ 3,254,971.25

Bid Invitation [5400021775](#)

Contract Notes

Vendor 7000028278

Vendor Address SHEALYS TRUCK CENTER INC
PO Box 12027
COLUMBIA SC 29211

District LEXINGTON

Telephone (803) 771-0176

Minority Status Not Applicable

E-mail
Fax Number

Vendor Contacts

3 Contacts found, displaying all Contacts.

Contact Name	Function	Phone	E-mail
BROADWAY, SHAWN	Primary Contact	(803) 351-1878	sbroadway@shealytruck.com
GARDNER, STEVEN	SALES	(803) 201-9257	sgardner@shealytruck.com
SHEALY, BECKY	Emergency Contact	(803) 771-0176	becky@shealytruck.com

Attachments

One Attachment found.

Attachment Title	Date/Time Posted
Intent to Award.pdf	10/12/2021 08:50:04 AM

Contract Items

One Item found.
Item Pricing

00005 CC-9: CAB & CHASSIS, 79,000 GVWR, DUMP
Material Group: 07210 - trucks, cab & chassis only
Agency: Statewide

[Back to Initial Screen](#)

**Contract 4400024846**[Back to Initial Screen](#)**Validity Start** 11/01/2020**Validity End** 10/31/2022**Target Value** \$ 1,759,880.75**Bid Invitation** [5400020222](#)**Contract Notes****Vendor 7000050670****Vendor Address** LEE TRANSPORT EQUIP INC
1300 BLUFF RD
COLUMBIA SC 29201**District****Telephone** (803) 799-7860**E-mail** jill@leetransport.net**Fax Number** (803) 765-0535**Minority Status** Not Applicable**Home Page** <http://www.leetransport.net>**Other URL****Vendor Contacts**

5 Contacts found, displaying all Contacts.

Contact Name	Function	Phone	E-mail
BOLAND, CINDY	SALES	(803) 799-7860	cindy@leetransport.net
DRIGGERS, C.J.	SALES	(803) 414-8080	cjdriggers@leetransport.net
GLOVER, JILL	Primary Contact	(803) 799-7860	jill@leetransport.net
STOWERS, GREG	Emergency Contact	(803) 917-0060	gstowers@leetransport.net
STOWERS, GREG	SALES	(803) 799-7860	gstowers@leetransport.net

Attachments

One Attachment found.

Attachment Title **Date/Time Posted**[Intent to Award.pdf](#) 10/12/2020 08:30:39 AM**Contract Items**

One Item found.

Item Pricing

00005 Lot 4 - Slope Front Dump Bodies

Material Group: 06530 - dump bodies, hoist subframes, etc.**Agency:** Statewide[Back to Initial Screen](#)

We respectfully request Council's approval for this purchase using the State Contract #'s 4400027191 and, 4400024846 Shealys Truck Center Inc. at the following cost.

4700 Set Back Front Back Axle Chassis	
Base Price	\$ 160,943.00
SC State Taxes	\$ 500.00
PO Total	\$ 161,443.00

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.



CONTRACT FOR GOODS

This Contract is being awarded under Sourcewell Contract #091219-THC.

PURPOSE – This Contract 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 Carolina Environmental Systems, Inc. with legal address and principal place of business at 306 Pineview Drive, Kernersville, NC 27284 (hereinafter referred to as the “Contractor”), for the purchase of a Heil Python 28 Eject Automated Side Loader.

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

1. **SUPPLEMENTAL OR ADDITIONAL GOODS**– The City may require supplemental or additional goods of the Contractor or recommended by the Contractor and approved by the City in writing.

The Contractor must obtain written approval from the City for any supplemental or additional goods prior to delivery. If the Contractor fails to obtain prior written approval for delivery, the City is under no obligation to compensate the Contractor for goods received.

2. **TERM OF CONTRACT** – The term of the Contract is the date of the execution of this Award or a Notice to Proceed and a valid Purchase Order from the City of Columbia.
3. **SCHEDULE FOR DELIVERY OF GOODS**– The Contractor shall deliver any and all goods purchased under this Contract under the direction of Fleet Services.
4. **COMPENSATION** – (See ExhibitA)
 - A. The compensation to be paid by the City to the Contractor under this Agreement, shall not exceed Three Hundred and Ten Thousand, Twenty-Five Dollars and Zero Cents, (\$310,025.00).
 - B. The Contractor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided, invoices shall contain the Contract

City of Columbia and Carolina Environmental Systems, Inc.

Number and Purchase Order Number. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order.

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

5. **SPECIFIC TERMS AND CONDITIONS PURSUANT TO SOURCEWELL CONTRACT # 091219-THC.**

Contractor agrees, under the terms as outlined in the quote and at his/her/their own proper cost and expense, to furnish all the materials, supplies, equipment, labor, insurance and any other accessories, items and/or services necessary to complete the said project.

As applicable, the following additional Contract Documents combined with this contractual agreement, comprises the Contract between the Owner and Contractor and are incorporated by reference to this agreement:

1. Sourcewell Contract #091219-THC,
2. Quote, Bidding Schedule and/or Labor Rate Schedule
3. This Contract
4. All applicable bonds, insurance and other applicable documents
5. Any modifications, including Change Orders, duly delivered after execution of Contract.

6. **MISCELLANEOUS**

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

The Contractor shall furnish and its Subcontractors shall furnish all information and reports required hereunder.

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

City of Columbia and Carolina Environmental Systems, Inc.

Contractor agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of 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 Contractor 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 Contractor agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Contractor.
- F. This Agreement represents the entire agreement between the City and the Contractor and supersedes all prior communications, negotiations, representations or agreements, either written or oral. The parties may amend this Agreement at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

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

- G. The failure of either the Contractor or the City to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Agreement shall not constitute waiver of a subsequent breach.
- H. In the event any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
- I. This Agreement is subject to City Council approval.
- J. The Contractor acknowledges, for itself and its Subcontractor, 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:

City of Columbia and Carolina Environmental Systems, Inc.

1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;
2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,
3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.

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

- K. In carrying out the service, the Contractor shall not discriminate against any employee or applicant for employment because of that employee or applicant's age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws ("protected characteristic"). The Contractor shall take affirmative steps to ensure equal employment opportunities for all applicants for employment, without regard to their protected characteristics. For the purpose of this Non-Discrimination in Contracting Policy, the term "sex" includes medical needs and / or lactation needs arising from pregnancy, childbirth, or related medical conditions pursuant to the South Carolina Pregnancy Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Contractor operations, including, but not limited to the Contractor employment practices (including selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of services. 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 Non-Discrimination in Contracting Policy. The Contractor shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.
- L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.
- M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Contractor under this Agreement are matters of public record, but that the Contractor agrees that they shall only be made available to any individual or

City of Columbia and Carolina Environmental Systems, Inc.

organization by the City and the Contractor shall not make them available to any individual or organization without the prior written approval of the City.

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date: _____

Carolina Environmental Systems, Inc.

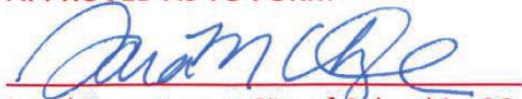
SIGN HERE

Print

Signature

Date: _____

APPROVED AS TO FORM



Legal Department City of Columbia, SC

12/2/2021

City of Columbia and Carolina Environmental Systems, Inc.

List of Exhibits

Exhibit A – Quote

Exhibit A

Carolina Environmental Systems, Inc.
306 Pineview Drive, Kernersville, NC 27284
(336) 869-9900

November 16, 2021

Mr. Billy Bowers
Shop Manager / Fleet Services
City of Columbia
2910 Colonial Drive
Columbia , South Carolina 29203

Reference : Heil Python 28 Eject Automated Side Loader / 2022 Mack LR
Sourcewell (Formerly NJPA) Member # 84853

Dear Mr. Bowers :

Per your request, we are pleased to quote to you the following **Heil Python 28 Yd Full Eject Automated Side Loader** per the standard factory specifications as follows :

1. Factory Mounting
- 2. Tri-Cuff Grabbers**
3. 5.2 Cubic Yd Hopper
4. 108" Lift Reach
5. Street Side Access Door with Step and Grab
6. Under Hopper Liquid Sump
7. Body Props
8. Tailgate Props
9. Fully Automatic Shur-Lock Tailgate Locks
10. OIGAI Front Tandem Vane Pump
11. Chassis Frame Mounted Oil Tank w/ Temp Gauge and Shut Off
12. 3 Micron Return Line Filter
13. 100 Mesh Suction Line Strainer
14. In-Cab Packing Controls / Electric-Air
15. In-Cab Controls for Tailgate
16. IFM Controller "In Sight " Diagnostic Display / Lift Cycle Counter
17. Select -O-Pack
18. Auto Lift
19. Arm Rest
20. Back - Up Alarm
21. LED Center Mounted Brake Light
22. LED Duplicate High and low mount stop , Turn and Tail Lights
23. LED Mid Body Turn Signals
24. LED Federal # 108 Clearance and Reflector Lights

25. ICC Reflective Tape
26. Rear Mud Flaps
27. Rear Underride Guard
28. Rear Camera Bracket and Floodlights
29. Body Undercoating
30. Cavity Coat and Joint Sealer
31. Remote Packer Lube Kit
32. Safety Triangle Kit
- 33. Dupont Paint -One Color-Blue # N3056HN / Cab + Chassis : White**
- 34. Hopper Lift and Worklight Kit**
- 35. Grote Smart Lights**
- 36. Hopper Hood**
- 37. Body Side Backing Assist Lights**
- 38. 20 # Fire Extinguisher**
- 39. Tool Box @ Bumper**
- 40. 3" Drain Valve**
- 41. Caution Decal Kit – Lower Tailgate**
- 42. 3rd Eye Camera @ Tailgate + Monitor**
- 43. 3rd Eye Camera @ Grabber**
- 44. 3rd Eye Camera – LH Cab**
- 45. 3RD Eye Camera - Hopper**
- 46. 12 Month Body**
- 47. Fender Extension Kit**
48. Freight

**1. Heil Python 28 – Full Eject / 2022 Mack LR \$ 309,525.00/Ea
(Worldwide Mack Specs)**

Delivery on the complete truck and body will be approximately **120 Days** after receipt of a confirming purchase order depending on stock truck availability. The Mack is due at the HEIL plant on December 17, 2021.

Please know that all stock ready trucks are quoted subject to prior sale.

In addition , our standard terms of **Full Net Invoice / Delivery** will also apply.

The South Carolina state sales tax of \$500.00 per truck is not included in the above price and should be paid by the City of Columbia , SC to the DMV when licensing the vehicle.

The enclosed pricing is based on the Heil Environmental contract that is currently in place with SOURCEWELL (Formally NJPA) per contract # 091219-THC per for the truck and body.

The specifications are based on the Heil Python 28 Yd Full Eject Body and the 2022 Mack specs enclosed for your review .

We thank you for this opportunity and we look forward to hearing from you soon should there be any questions

Kindest Regards ,

Chip Taylor

Chip Taylor
Carolina Environmental Systems, Inc.

Mobile : (803) 238-3590

E-Mail : chiptaylor@sc.rr.com

Note : We currently have 3 / 2022 Mack LR's available but are quoted subject to prior sale.

Note : An order needs to be placed in the HEIL system before the end of the year in order to honor the 2021 pricing contract between Heil / Sourcewell.

Note : Pricing and delivery is subject depending on economic conditions. All of the current steel sur-charges are included.



January 16, 2020

To Whom It May Concern,

This letter is to certify that all authorized dealers of Heil and Parts Central products are included in the Sourcewell contract award to The Heil Company for "MOBILE REFUSE COLLECTION VEHICLES WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES". The contract number is "091219-THC".

Immediately below is the verbatim language in Item 52 of the contract which addresses the question regarding the order process and Heil Dealers.

52. Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.

All orders for Heil products will be handled by each Member's local Heil Dealer, except for those sales territories where products are sold direct via our internal sales team. For those orders, the Member will work directly with the Heil Regional Manager for the territory who will handle the entire order process. From time to time the situation may arise where we can authorize another entity working in conjunction with our Heil dealer to offer the member a proposal using our contract. An example of this might be where a license is needed to sell a chassis in a certain location, but our Heil dealer is selling a turn key solution to the Sourcewell member. In this example, the purchase order might be issued to an entity not listed as a Heil dealer, but the Heil dealer is initiating the proposal to the Sourcewell member and providing the member with a simple, single purchase order solution.

The Heil website (www.heil.com) can be accessed 24 hours per day, seven days per week. The site offers an interactive listing of authorized Heil dealers Members can use to find their local Sourcewell dealer/representative, who they will call directly to answer questions or to place an order.

The Heil representative responsible for the territory of a Sourcewell member will work directly with them to identify the member's equipment needs. Once all equipment requirements have been determined, the representative will accept a PO directly from the Sourcewell member, complete all necessary paperwork, and place the member's order with Heil.

Carolina Environmental Services is the Heil Dealer in the Carolinas and Georgia and is authorized to transact business within the Heil / Sourcewell contract referenced above.

Should you have any questions, please email me at langel@heil.com. Or you may contact Andy Campbell directly at Sourcewell at andy.campbell@sourcewell-mn.gov. We appreciate the opportunity to provide you our superior product line.

Sincerely,

Larry Angel

Heil Sourcewell Project Administrator
General Manager – Heil Ready Trucks

Phone: 423.242.2967 e-Mail: langel@heil.com

Our Contracting Process



All agreements offered through National IPA have been awarded via a thorough **Request for Proposal (RFP)** competitive solicitation by a public agency (Principal Procurement Agency, PPA). The contracting process is the foundation of National IPA and sets us apart from other cooperatives. In order for even the most restrictive agencies nationwide to realize the best value offered by cooperative procurement, National IPA ensures that industry best practices, processes and procedures are applied.

The Process

1. The Principal Procurement Agency (PPA) prepares a competitive solicitation, incorporating language to make the agreement accessible nationally to agencies in states that allow intergovernmental (i.e.: "piggyback") contract usage.
2. The PPA issues the solicitation and any required amendments and notifications, and conducts pre-proposal conferences/meetings.
3. Interested suppliers respond to the solicitation.
4. The PPA evaluates the responses, negotiates the final terms and conditions and ultimately awards the master agreement.
5. All documentation is posted on the National IPA website and made available to the public.

National IPA is committed to the integrity of the procurement process. Access to solicitation and award documentation is always available in the Documentation sections of each awarded agreement. No FOIA or special request necessary.

The PPA teams and the National IPA team of certified public procurement officials are available to answer any questions you may have or discuss the process in detail.

The Principal Procurement Agencies

The Principal Procurement Agencies (PPA) who currently solicit and award cooperative contracts available through National IPA are considered some of the best procurement teams in the nation. National IPA is honored to be partnered with the best-of-the-best when it comes to process, procedures and industry leaders.

For a complete listing of current PPAs, [click here](#).

We respectfully request Council's approval for this purchase using the 091219-THC Vendor, Carolina Environmental Systems, at the following cost.

Heil Python 28-Full Eject Automated Side Loader	
Base Price	\$ 309,525.00
SC State Taxes	\$ 500.00
PO Total	\$ 310,025.00

Sec. 2-204.-Item (10) - 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 cooperative contracts.



CITY OF COLUMBIA

Department of Procurement & Contracts
1800 Main St., 2nd Floor
Columbia, SC 29201 (803) 545-3470

****For Internal Use Only****

Purchase Order Modification / Change Order Form

Solicitation #: **Bid016-19-20** CMM Contract #:

Purpose ****Must Check One****

- ☐ PO Change ☐ Emergency Procurement
☒ Construction Change Order ☐ Sole Source Procurement
☐ Professional Services Amendment

Routing Date: 05 / 25 / 2021

DESCRIPTION: WM3906 Water Main Const. along Sylvan & Satchel Ford

Identify Consent Decree, Federal Funding/State

Grant, Clean Water 2020, Stormwater Bond, SCDOT Project, or

Other Special Funding Source: 5529999-WM390601-658650

DEPARTMENT NAME AND REQUESTOR: Engineering/Construction Management

CONTRACTOR'S NAME AND ADDRESS: Stutts & Williams, LLC 416 Cedarcrest Dr, Lexington, SC 29073

PURCHASE ORDER OR REQUISITION NUMBER: P182044 PO CHANGE ORDER # 4 BUYER REVIEW (Initials):

TYPE OF CHANGE (check all applicable boxes):

REVIEWED
By Anita Higgins at 4:13 pm, Dec 30, 2021

- ☒ Funding Increase (+) or (-) Decrease - Amount: \$ 97,855.20
☐ Project Contingency Funds Utilized - Amount: \$ _____
☐ Time Extension to Contract - Extension Date: _____
☒ Revised Scope of Work to Contract (Attach Revised Scope)
☐ Administrative Change: _____
☐ Other Change: _____

Brief Explanation/Justification: Add New 6" WM along Westfield Road to replace Existing 2" Water Main that continues to break, rework Existing 6" Water Main at Intersection of Stork Road and Circle Drive and connect Existing 6" WM at Stork Road and Bethel Church Road Intersection to Existing 16" WM and add New Fire Hydrant. Renew 25 Existing Water Services along Bethel Church Road and Meadowood Road and Cut in New 6" Gate Valve on Fernwood Road to replace exit

Current PO Amount: \$ 1,788,371.75 Requested Amount: \$ 97,855.20 Revised PO Amount: \$ 1,886,226.95

Accounting Information on Original PO: ORG 5529999 OBJ 658650 (Required)

Funding/Account Info for Change Order: ORG Same OBJ Same (Required)

List any special instructions if transfers are needed from another account for this Change Order (Include ORG/OBJ codes):

Note: The appropriate Account Verifiers for each Department must review all change orders prior to routing for approvals.

Division/Department (\$0.00 - \$5,000.00):

Recommended for Approval: Anita Higgins
(Signature)

Director of Engineering
(Title)

Assistant City Manager (ACM) Approval (Procurements > \$5,000.01, including All Construction Change Orders & Professional Services Amendments):

Recommended for Approval: Shannon Lizewski
(Signature)

Assistant City Manager
(Title)

****Route this form to the Procurements & Contracts Department**

Director of Procurement & Contracts Approval: City Manager Approval Needed

☒ Yes or No

Recommend for Approval: Shannon Lizewski
(Signature)

1/3/2022
(Date)

City Manager Approval:

Recommend for Approval: _____
(Signature)

(Date)

APPROVED AS TO FORM
Shannon Lizewski
Legal Department City of Columbia, SC

All PO Mod Form increases \$50,000.00 or greater must be approved by City Council. Date approved by City Council: _____

A copy of the final City Council minutes must be maintained with the purchasing file.

See code of ordinance: Sec. 2-207. - Award of contracts. (a) The city manager may reject or approve bids and purchase agreements and award contracts in accordance with established procurement regulations, provided that contracts in excess of up to and including \$50,000.00 shall be approved by the city council prior to award.

If this is not a request for a contract amendment or construction change order, please submit the PO Modification/Change Order Form to procurementneeds@columbiasc.gov

Office of Business Opportunities (OBO) Goals

Did the Prime Contractor meet small business, Columbia Disadvantaged Business Enterprise (CDBE), or Mentor Protégé Project (MPP) Plan goals, if applicable? ☒ Yes ☐ No ☐ N/A (OBO will make this determination)

If the Prime Contractor did not meet small business, CDBE, or MPP plan goals, provide an explanation from the Contractor on how they plan to meet the goals? ☐ Yes ☐ No ☒ N/A

If adding new Subconsultant/Subcontractor, has OBO approved the new Subcontractor Business Information Record (SBIR)? Provide updated record, if applicable. ☐ Yes ☐ No ☒ N/A

If adding or removing Subconsultants/Subcontractors; or adding/decreasing funding, did OBO approve the updated Implementation Plan Amendment (IPA) to amend the original Mentor Protégé Project (MPP) Plan or other OBO program plan, if applicable? Provide approved amendment or updated plan. : ☐ Yes ☐ No ☒ N/A

OBO Statement for the Amendment:

OBO has reviewed this funding increase and revised scope of work change order. The original project contract amount was \$1,503,775.00. The original amount the protégé was \$300,755.00 or 20% of the original contract amount. The revised total contract amount is \$1,886,226.95 which includes the current and any previous change orders for this project. The protégé will receive \$364,533.39 or 19.3% of the revised total contract amount.

OBO Dated and Signed: LaTonya B Germany November 16, 2021

When completed, please submit the PO Modification/Change Order Form to procurementneeds@columbiasc.gov



CIP #WM3906
Water Main Construction
along Sylvan Drive and Satchel Ford Road
Change Order #4
PO# P182044
October 4, 2021

Reason for Changes: A modification of the Contract Agreement between the City of Columbia (City) and Stutts and Williams, LLC (Contractor) is requested due to (unforeseen) conditions and to compensate the contractor for the unexpected work. All other provisions of the Agreement, except as herein modified or changed, remain in full force and effect.

Description for Changes: This proposed work is necessary to replace an Existing 2" Water Main along Westfield Road. The Existing 2" Water Main on Westfield Road is currently clogged and damaged to the point where a temporary jumper connection has been added to provide service to several residents and the Existing 2" Water Main is clogged to the point where water will not flow in either direction on Westfield Road, which results in poor water quality and pressure. In addition, an Existing 2" Water Main that extends along Stork Avenue and an Existing 6" Water Main along Bethel Church Road will be abandoned and these water services will be renewed to an Existing 6" (Stork Avenue) and 16" (Bethel Church Road) Water Main located along these roadways. This change order is associated with this Project as follows:

Additions

Westfield Road Improvements:	
Item #33-6" Ductile Iron Pipe (DIP) 880 LF @ \$42.00	\$ 36,960.00
Item #34-6" Restraint Joint (RJ) Pipe 140 LF @ \$48.00	\$ 6,720.00
Item #36-6"x6" Tapping Sleeve & Gate Valve 1 EA @ \$4,097.00	\$ 4,097.00
Item #37-6" Gate Valve w/Box 1 EA @ \$1,050.00	\$ 1,050.00
Item #41-6" 90° Bends 2 EA @ \$450.00	\$ 900.00
Item #46-Fire Hydrant Assembly 1 EA @ \$4,202.00	\$ 4,202.00
Item #52-1" Water Service (Short) 11 EA @ \$847.00	\$ 9,317.00
Item #53-1" Water Service (Long) 9 EA @ \$1,287.00	\$ 11,583.00
Item #55-Abandon Existing Water Main 2 EA @ \$1,100.00	\$ 2,200.00
Item #58-Flowable Fill (Trench Only) 180 CY @ \$120.00	\$ 21,600.00
Item #62-Asphalt Road Repair 17 TN @ \$130.00	\$ 2,210.00
Item #67-Restoration 0.475 AC @ \$8,000.00	\$ 3,800.00
Item #70-Traffic Control 0.28 LS @ \$25,000.00	\$ 7,000.00
New Item-Sales Tax 1 LS @ \$2,435.00	\$ 2,435.00
New Item-Bond 1 LS @ \$1,185.00	\$ 1,185.00
Westfield Road Improvements Total:	\$ 115,259.00
Stork Road Improvements:	
Item #33-6" Ductile Iron Pipe (DIP) 65 LF @ \$42.00	\$ 2,730.00
Item #36-6"x6" Tapping Sleeve & Gate Valve 1 EA @ \$4,097.00	\$ 4,097.00
Item #37-6" Gate Valve w/Box 1 EA @ \$1,050.00	\$ 1,050.00
Item #38-6"x6" Tee 2 EA @ \$532.00	\$ 1,064.00

CIP # WM3906
Change Order #4
Page 2

Item #39-8"x6" Reducer 1 EA @ \$453.00	\$ 453.00
Item #41-6" 90° Bends 3 EA @ \$450.00	\$ 1,350.00
Item #45-Concrete Thrust Blocks 2 EA @ \$250.00	\$ 500.00
Item #46-Fire Hydrant Assembly 2 EA @ \$4,202.00	\$ 8,404.00
Item #55-Abandon Existing Water Main (<6") 2 EA @ \$1,100.00	\$ 2,200.00
Item #56-Abandon Existing Water Main (>6") 1 EA @ \$1,225.00	\$ 1,225.00
Item #59-Remove & Replace Concrete Drive 3.5 CY @ \$750.00	\$ 2,625.00
Item #62-Asphalt Road Repair 120 TN @ \$130.00	\$ 15,600.00
Item #67-Restoration 0.3125 AC @ \$8,000.00	\$ 2,500.00
Item #70-Traffic Control 0.168 LS @ \$25,000.00	\$ 4,200.00
New Item-6"x2" Connection 1 EA @ \$950.00	\$ 950.00
New Item-6" Sleeves 2 EA @ \$450.00	\$ 900.00
New Item-Connect to Existing 6" Water Main w/Fitting 1 EA @ \$3,200.00	\$ 3,200.00
New Item-Water Main/Service Exploratory/Discovery 1 LS @ \$13,200.00	\$ 13,200.00
New Item-16" 11.25° Bend 1 EA @ \$1,600.00	\$ 1,600.00
New Item-16"x6" Reducer 1 EA @ \$964.00	\$ 964.00
New Item-16" Butterfly Valve Materials Only 1 EA @ \$2,840.00	\$ 2,840.00
New Item-Bond 1 LS @ \$717.00	\$ 717.00
New Item-Sales Tax 1 LS @ \$1,280.00	\$ 1,280.00
Stork Road Improvements Total:	\$ 73,649.00
Bethel Church Road Improvements:	
New Item-1" Water Service (Short) (16" Water Main) 7 EA @ \$2,200.00	\$ 15,400.00
New Item-1" Water Service (Long) (16" Water Main) 7 EA @ \$2,675.00	\$ 18,725.00
Bethel Church Road Improvements Total:	\$ 34,125.00
Fernwood Road Improvements:	
New Item-6" Gate Valve Cut-In (w/Hymax Couplings) 1 EA @ 3,400.00	\$ 3,400.00
Meadowood Road Improvements:	
New Item-1" Water Service (Short) (12" Water Main) 6 EA @ \$1,850.00	\$ 11,100.00
New Item-1" Water Service (Long) (12" Water Main) 5 EA @ \$2,075.00	\$ 10,375.00
Meadowood Road Improvements Total:	\$ 21,475.00
TOTAL CHANGE (ADDITION):	\$ 247,908.00

Deductions

Item #1-16" Ductile Iron Pipe (DIP) (CO#2) 70 LF @ \$100.00	\$ 7,000.00
Item #2-16" Restraint Joint (RJ) Pipe (CO#2) 130 LF @ \$123.00	\$ 15,990.00
Item #5-16" Butterfly Valve w/Box (CO#2) 1 EA @ \$4,243.00	\$ 4,243.00
Item #10-16" 45° Bend 2 EA @ \$1,228.00	\$ 2,453.00
Item #34-6" Restraint Joint (RJ) Pipe (CO#2) 29 LF @ \$48.00	\$ 1,392.00
Item #42-6" 45° Bend (CO#2) 2 EA @ \$400.00	\$ 800.00

CIP # WM3906
Change Order #4
Page 3

Item #58-Flowable Fill (Trench Only) 381 CY @ \$120.00	\$ 45,720.00
Item #60-Remove & Replace Concrete Curb & Gutter 10 LF @ \$50.00	\$ 500.00
Item #63-Mill 2" Asphalt Pavement 163.48 TN @ \$55.00	\$ 8,991.40
Item #64-Resurface 2" Asphalt Pavement 163.48 TN @ \$105.00	\$ 17,165.40
New Item-16"x6" Tapping Sleeve & GV (CO#2) 1 EA @ \$9,277.00	\$ 9,277.00
New Item-12"x8" Tapping Sleeve & GV (CO#2) 1 EA @ \$6,047.00	\$ 6,047.00
New Item-12"x12" Tapping Sleeve & GV (CO#2) 1 EA @ \$12,787.00	\$ 12,787.00
New Item-Concrete Stops (CO#2) 1 EA @ \$3,791.00	\$ 3,791.00
New Item-6" Inserta Valve (CO#2) 1 EA @ \$13,896.00	\$ 13,896.00
TOTAL CHANGE (DEDUCTIONS):	\$ 150,052.80
TOTAL CHANGE (ADDITION):	\$ 97,855.20

Funding Source: 5529999-WM390601-658650

Owner's Contingency Allowance

Original Allowance Total:	\$ 155,223.68
Previous Change Orders (Decrease):	\$ 155,223.68
This Change (Increase/Decrease):	\$ 0.00
Revised Owner's Contingency Allowance:	\$ 0.00

Proposed Change and Basis for Payment

Original Contract Price:	\$ 1,552,236.75
Previous Change Orders:	\$ 236,135.00
This Change:(Increase)	\$ 97,855.20
Revised Contract Price:	\$ 1,886,226.95

Contractual Completion Date:

Notice to Proceed: 2/03/2020
Scheduled Completion Date: 11/28/2020

Days Added CO#1: 0
Days Added CO#2 (Construction): 60 (01/27/2021)
Days Added CO#3 (Construction): 246 (09/30/2021)
Days Added CO#3 (Contract Closeout): 180 (03/29/2022)

Revised Final Construction Completion Date: 09/30/2021
Contract Closeout Date: 03/29/2022

CIP # WM3906
 Change Order #4
 Page 4

This Change is Acceptable:

Stutts and Williams, LLC:
 (Joey Williams)

By: Joey Williams
 Title: Owner

Recommended for Approval: Tim Sox Utility Construction Inspector

Recommended for Approval: Tim Sox Sr. Utility Construction Inspector

Recommend for Approval: Andrea Bolling Asst. City Engineer for Construction
 Andrea Bolling, P.E.

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

Approved: Teresa B. Wilson City Manager

APPROVED AS TO FORM

Quinn
 Legal Department City of Columbia, SC
 1/3/2022

OBO MPP Change Order/Amendment Implementation Plan Addendum

In Accordance with MPP Guidelines Change Orders/Amendments: If any change order/amendment are 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.

OBO Verification	Contract/Change Order Amount	Mentor Amount	Mentor Percentage	Protégé Amount	Protégé Percentage	Subcontractors/Subconsultants Amount	Subcontractors/Subconsultants Percentage
Original Contract:	\$ 1,503,775.00	\$1,203,020.00	80.0%	\$300,755.00	20.0%	\$ 0.00	0.0%
Sales Tax:	\$ 48,461.75	\$ 38,769.40	80.0%	\$ 9,692.35	20.0%	\$ 0.00	0.0%
CO#1 (Increase):	\$ 60,819.00	\$ 48,655.20	80.0%	\$ 12,163.80	20.0%	\$ 0.00	0.0%
CO#2A (Increase):	\$ 111,756.00	\$ 89,404.80	80.0%	\$ 22,351.20	20.0%	\$ 0.00	0.0%
CO#2B (Increase):	\$ 63,560.00	\$ 63,560.00	100.0%	\$ 0.00	0.0%	\$ 0.00	0.0%
CO#3:	\$ 0.00	\$ 0.00	0.0%	\$ 0.00	0.0%	\$ 0.00	0.0%
CO#4 (Increase):	\$ 97,855.20	\$ 78,284.16	80.0%	\$ 19,571.04	20.0%		
Revised Contract:	\$ 1,886,226.95	\$1,521,693.56	80.7%	\$364,533.39	19.3%	\$ 0.00	0.0%

MPP Project #/Name: WM3906 Change Order #: 04 (Ex: 01, 02)

Change Order/Amendment Amount: \$ 97,855.20

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

See attached Change Order.

Change Order/Amendment Type:

- ☐ Time Extension – New End Date: _____ (Please sign & return form if no cost)
- ☐ Change of Subcontractor: _____ (Please provide reason below for the change, have Mentor and Protégé sign off & return form)

- ☒ Funding Increase – Amount (Please continue on to questions A & B below)
- ☐ Funding Decrease – Amount (Please continue on to questions 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: \$19,571.04
 - Please indicate the services the protégé will be providing for this change order/amendment (in box below):

Water Mains and Water Services Replacements.

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

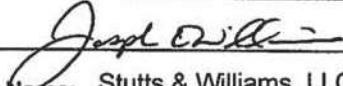
The work associated with CO#2B requires Stutts & Williams to hire a Specialty Contractor to install a 6" Inserta Valve, New 16" Cut-in Butterfly Valve, and a New 16" Line Stop, associated with approved Change Order 28

5. Revised scope of work

Install a New 6" Water Main to replace an Existing 2" Water Main along Westfield Road that a portion of this Existing Water Main is nonfunctional and is being severed by an above ground jumper line.

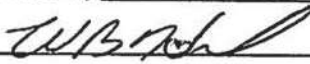
By signing below, all parties agree to the information submitted in this document. Additionally, the protégé also agrees that they have received notification of the referenced change order/amendment for this project and were given the opportunity to provide services.

EXECUTED by Stutts & Williams, LLC (Mentor Firm) this 29th day of Oct 2021.

By:  Title: Owner

Firm Name: Stutts & Williams, LLC

EXECUTED by Hammerhead Utilities, LLC (Protégé Firm) this 29th day of October 2021.

By:  Title: owner

Firm Name: Hammerhead Utilities, LLC

OBO Statement for the change order/amendment:

OBO has reviewed this funding increase and revised scope of work change order. The original project contract amount was \$1,503,775.00. The original amount the protégé was \$300,755.00 or 20% of the original contract amount. The revised total contract amount is \$1,886,226.95 which includes the current and any previous change orders for this project. The protégé will receive \$364,533.39 or 19.3% of the revised total contract amount.

RECOMMENDED FOR APPROVAL: EXECUTED by the Office of Business of Opportunities, Compliance on this 16 day of November, 2021.

By:  Title: Program Compliance Specialist

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



PO Box 2046
Lexington, SC 29072
(P) 803.814.3753
Contractor's License # - G119374

CHANGE ORDER #4 PROPOSAL

DATE: 9/16/2021
PROPOSAL TO: City of Columbia
ATTN: Rhett Culclasure

PROJECT: Sylvan Drive Water Line
LOCATION: Columbia
ENGINEER: City of Columbia

Stutts & Williams hereby proposes the following pricing:

Westfield Road Improvements Addition

Bid Line Items

33	6" DIP	880	LF	\$ 42.00	\$ 36,960.00
34	6" RJ DIP	140	LF	\$ 48.00	\$ 6,720.00
36	6"x6" Tapping Sleeve & Valve w/ Box	1	EA	\$ 4,097.00	\$ 4,097.00
37	6" Gate Valve	1	EA	\$ 1,050.00	\$ 1,050.00
41	6" 90	2	EA	\$ 450.00	\$ 900.00
46	Fire Hydrant Assembly	1	EA	\$ 4,202.00	\$ 4,202.00
52	1" Water Service (Short)	11	EA	\$ 847.00	\$ 9,317.00
53	1" Water Service (Long)	9	EA	\$ 1,287.00	\$ 11,583.00
55	Abandon Existing Water Main	2	EA	\$ 1,100.00	\$ 2,200.00
58	Flowable Fill (Trench Only)	180	CY	\$ 120.00	\$ 21,600.00
62	Asphalt Road Repair	17	TN	\$ 130.00	\$ 2,210.00
67	Restoration	0.475	LS	\$ 8,000.00	\$ 3,800.00
70	Traffic Control	0.28	LS	\$25,000.00	\$ 7,000.00
New Item	Sales Tax	1	EA	\$ 2,435.00	\$ 2,435.00
New Item	Bond	1	EA	\$ 1,185.00	\$ 1,185.00
				Subtotal	\$ 115,259.00

Stork Road Improvements Addition

Bid Line Items

33	6" DIP	65	LF	\$ 42.00	\$ 2,730.00
36	6"x6" Tapping Sleeve & Valve w/ Box	1	EA	\$ 4,097.00	\$ 4,097.00
37	6" Gate Valve	1	EA	\$ 1,050.00	\$ 1,050.00
38	6"x6" Tee	2	EA	\$ 532.00	\$ 1,064.00
39	8"x6" Reducer	1	EA	\$ 453.00	\$ 453.00
41	6" 90	3	EA	\$ 450.00	\$ 1,350.00
45	Concrete Thrust Blocks	2	EA	\$ 250.00	\$ 500.00
46	Fire Hydrant Assembly	2	EA	\$ 4,202.00	\$ 8,404.00
55	Abandon Existing Water Main (<6")	2	EA	\$ 1,100.00	\$ 2,200.00
56	Abandon Existing Water Main (>6")	1	EA	\$ 1,225.00	\$ 1,225.00
59	Remove & Replace Conc. Drive	3.5	CY	\$ 750.00	\$ 2,625.00
62	Asphalt Road Repair	120	TN	\$ 130.00	\$ 15,600.00
67	Restoration	0.3125	LS	\$ 8,000.00	\$ 2,500.00

70	Traffic Control	0.168	LS	\$25,000.00	\$ 4,200.00
New Item	6"X2" Connection	1	EA	\$ 950.00	\$ 950.00
New Item	6" Sleeves	2	EA	\$ 450.00	\$ 900.00
New Item	Connect to Existing 6" WM w/ Fitting	1	EA	\$ 3,200.00	\$ 3,200.00
New Item	Water Main/Service Exploratory/Discovery	1	EA	\$13,200.00	\$ 13,200.00
New Item	16" 11.25	1	EA	\$ 1,600.00	\$ 1,600.00
New Item	16"x6" Reducer	1	EA	\$ 964.00	\$ 964.00
New Item	16" Butterfly Valve (Material Only)	1	EA	\$ 2,840.00	\$ 2,840.00
New Item	Bond	1	LS	\$ 717.00	\$ 717.00
New Item	Sales Tax	1	LS	\$ 1,280.00	\$ 1,280.00
				Subtotal	\$ 73,649.00

Bethel Church Road Improvements Addition

New Item	1" Water Service (Short) (16" WM)	7	EA	\$ 2,200.00	\$ 15,400.00
New Item	1" Water Service (Short) (16" WM)	7	EA	\$ 2,675.00	\$ 18,725.00
				Subtotal	\$ 34,125.00

Fernwood Road Improvements Addition

New Item	6" GV Cut-In (w/Hymax Couplings)	1	EA	\$ 3,400.00	\$ 3,400.00
				Subtotal	\$ 3,400.00

Meadowood Road Improvements Addition

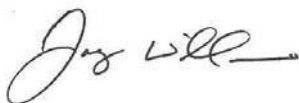
New Item	1" Water Service (Short) (12" WM)	6	EA	\$ 1,850.00	\$ 11,100.00
New Item	1" Water Service (Short) (12" WM)	5	EA	\$ 2,075.00	\$ 10,375.00
				Subtotal	\$ 21,475.00

Total Additions \$ 247,908.00
Deductions

1	16" DIP (CO#2)	-70	EA	\$ 100.00	\$ (7,000.00)
2	16" RJ DIP (CO#2)	-130	EA	\$ 123.00	\$ (15,990.00)
5	16" Butterfly Valve (CO#2)	-1	EA	\$ 4,243.00	\$ (4,243.00)
10	16" 45 (CO#2)	-2	LF	\$ 1,228.00	\$ (2,456.00)
34	6" RJ DIP (CO#2)	-29	EA	\$ 48.00	\$ (1,392.00)
42	6" 45 (CO#2)	-2	LF	\$ 400.00	\$ (800.00)
58	Flowable Fill (Trench Only)	-381	LF	\$ 120.00	\$ (45,720.00)
60	Remove & Replace Conc. Curb & Gutter	-10	EA	\$ 50.00	\$ (500.00)
New Item	16"x6" Tapping Sleeve & Valve	-1	EA	\$ 9,277.00	\$ (9,277.00)
New Item	12"x8" Tapping Sleeve & Valve	-1	EA	\$ 6,047.00	\$ (6,047.00)
New Item	12"x12" Tapping Sleeve & Valve	-1	EA	\$12,787.00	\$ (12,787.00)
New Item	Concrete Stops (CO#2)	-1	EA	\$ 3,791.00	\$ (3,791.00)
New Item	Inserta Valve (CO#2)	-1	EA	\$13,896.00	\$ (13,896.00)
				Subtotal	\$ (123,899.00)

Total Deductions \$ (123,899.00)
Total \$124,009.00

Respectfully Submitted:
Stutts & Williams, LLC



Joey Williams

Brown and Caldwell
Metro Wastewater Treatment Plant Operator Training



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is being awarded under procurement method RFQu003-20-21-NMJ Metro Wastewater Treatment Plant & Compliance Personnel Training Professional.

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 Brown and Caldwell, (hereinafter referred to as the "Consultant"), to provide Metro Wastewater Treatment Plant Operations and Maintenance Manual Updates for the City of Columbia, SC.

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

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

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

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4. **TERM OF AGREEMENT** – The term of the Agreement is the date of the execution of this *Award* or a *Notice to Proceed* and a *valid Purchase Order from the City of Columbia* for an initial term of three (3) years with the option to continue with work at the mutual pleasure of both parties.

The decision whether to extend the Agreement, upon written request, shall be the sole and exclusive discretion of the City and neither party shall be under any obligation to agree to an extension of the initial term or any additional term. The decision to extend the initial term and any subsequent extension periods may be determined no later than 90 days prior to the end date of each period.

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 One Hundred Forty-Six Thousand Dollars and No/100 (\$146,000.00).

B. The Consultant shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). Consultant must invoice monthly regardless of work being completed during that period. If no work is completed, a zero balance invoice should be submitted. **Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services, including any such services that are specified in the Summary of Proposed Subconsultants shown on Exhibit B hereto.** Each invoice shall bear the signature of the Consultant, whose signature shall certify that the information contained in the invoice is true and accurate and

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Metro Wastewater Treatment Plant Operator Training

that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

C. Invoicing Procedure

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

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

1. The Consultant is required to pay all Subconsultants and material suppliers for all work that the Subconsultant has satisfactorily completed, no later than twenty (20) calendar days after the Consultant has received payment from the City.
2. In addition, all retainage amounts received from the City by the Consultant must be paid by the Consultant to the Subconsultant no later than fourteen (14) calendar days after the Subconsultant has, in the opinion of the City, or designee, satisfactorily completed its portion of the Work.
3. A delay in or postponement of payment to the Subconsultant or material supplier requires good cause and prior written approval of the City or designee.
4. The Consultant is required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.
5. The City will not pay the Consultant for subsequent work performed unless and until the Consultant ensures that the Subconsultants have been promptly paid for the work they have performed under all previous

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payment requests, as evidenced by the filing of City lien waivers, canceled checks (if requested), and the Consultant's sworn statement that it has complied with the prompt payment requirements. The Consultant must submit a Prompt Payment Affidavit, Subconsultant list that identifies each Subconsultant (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to such Subconsultant(s). That documentation must be provided with every payment request submitted to the City, except for the first payment request.

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

E. Affirmative Action Procurement and Contracting Goals:

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

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

The City's success in tracking the amount of business received by SBE, MBE and WBE firms (whether as a prime Consultant or Subconsultant) is dependent

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upon the business community partnering with the City in this important endeavor.

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

F. Subcontracting Goals

Under this Agreement, the subcontracting goals are as follows:

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

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

7. **MENTOR-PROTÉGÉ PROGRAM** (<http://www.columbiasc.net/business-outreach/>) - **Non-applicable** – The City of Columbia encourages, where economically feasible, establishment of mentor-protégé relationships to ensure contracting opportunities for all businesses, including minority / women / small business enterprises. The Mentor-Protégé Program (MPP) helps develop private sector business relationships and enhances the contracting capabilities of minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and small business enterprises (SBE). In order to provide opportunities for growth and to encourage hands-on business relationships, certain capital improvement projects may be designated by the City of Columbia as Mentor-Protégé Program projects. The City of Columbia has determined that participation in the City's Mentor-Protégé Program is required for this project.

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

8. INDEMNIFICATION & INSURANCE

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

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

Workers Compensation Insurance: The Consultant shall procure and shall maintain during the life of this Agreement, Workers Compensation Insurance for all employees to be engaged in work on the project under this Agreement, and in case any work is subcontracted, the Consultant shall require the Subconsultant similarly to provide Worker Compensation Insurance for all of the latter employees to be engaged in such work unless such employees are covered by the protection afforded by the Consultants 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.

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

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

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

- B. The Consultant shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Consultant and any Subconsultant of the Consultant commencing any services under this Agreement and this insurance shall remain in effect throughout the term of this Agreement, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured*.
- C. The Consultant shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever relating to or arising out of any action or failure to act by Consultant, its Subconsultants, officers, agents and employees of any of the obligations under the Agreement. Losses, liabilities, expenses and claims for damages shall include, but will not be limited to, civil and criminal fines and penalties, loss of use or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

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

9. PERMITS & LICENSES

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

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

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

11. **INTEREST OF ENGINEER** – 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.

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

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

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- 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 Engineer shall be entitled to be paid a pro-rata percentage of the total Agreement price which is equal to its percent of completion, whichever of the two methods provides the lowest sum to be paid to the 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.

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.

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

City of Columbia

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

Brown and Caldwell

Name: Bob West, PE
 Title: Supervising Engineer
 Address: 250 Berryhill Road, Suite 104
 Columbia, SC 29210
 Phone: (803) 873-9714
 Email: bwest@brwncald.com

16. **CONSENT DECREE - Non-Applicable**

- A. The services performed by the Consultant pursuant to this Agreement are required in whole or in part to satisfy the terms of the Consent Decree entered by the United States District Court for the District of South Carolina on May 21, 2014, in the case captioned *The United States of America and State of South Carolina by and through the Department of Health and Environmental Control v. City of Columbia*, Civil Action No. 3:13-2429-TLW (the "Consent Decree"), a copy of which has been provided to the Consultant by the City and is incorporated by reference herein. The Consultant shall perform the services pursuant to this Agreement in conformity with the terms of the Consent Decree as required by Paragraph 5 therein.

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- B. In addition to the requirements above, the Consultant shall comply with the document retention requirements of Paragraph 68 of the Consent Decree which includes, but is not limited to, the obligation to preserve all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in the Consultant's possession or control that relate in any manner to the Consultant's performance under this Agreement ("Preserved Documents"). Upon the Consultant's performance of all services required under this Agreement, the Consultant shall provide the City with all Preserved Documents. In addition to the requirements above, the Consultant shall provide the City with all Preserved Documents upon termination of this Agreement.
- C. Upon the occurrence of a force majeure event as defined in Paragraph 55 of the Consent Decree, the Consultant shall provide notice to the City's Director of Utilities and Engineering in person, by phone, or by electronic mail within twenty-four (24) hours of when the Consultant first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the Consultant shall provide written notice in accordance with Section XII above to include the following information: an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken in an effort to prevent or minimize the delay; a schedule for implementation of any measures to be taken in an effort to prevent or mitigate the delay or the effect of the delay; and the Consultant's rationale for attributing such delay to a force majeure event. The Consultant shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.
- D. The Consultant shall reimburse the City the amount of any stipulated penalties imposed on the City pursuant to Paragraph 47 of the Consent Decree if the Consultant neglects, fails, or refuses to meet the deadlines set forth in Exhibit A attached hereto. The Consultant agrees that any failure to meet such deadlines will result in the City's failure to meet the deadlines set forth in the

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Consent Decree except in the event of force majeure notice by the Consultant that results in the extension of said deadline by the U.S. Environmental Protection Agency under the Consent Decree. The City reserves all other remedies available for the Consultant's failure to perform pursuant to the Agreement.

- E. The Consultant shall perform the services pursuant to this Agreement using sound Engineering practices as set forth in Paragraph 9 of the Consent Decree.

17. MISCELLANEOUS

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

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

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

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

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

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

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

"Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.
- K. In carrying out the service, the Consultant shall not discriminate against any employee or applicant for employment because of that employee or applicant's age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws ("protected characteristic"). The Consultant shall take affirmative steps to ensure equal employment opportunities for all applicants for employment, without regard to their protected characteristics. For the purpose of this Non-Discrimination in Contracting Policy, the term "sex" includes

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- medical needs and / or lactation needs arising from pregnancy, childbirth, or related medical conditions pursuant to the South Carolina Pregnancy Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Consultant's operations, including, but not limited to the Consultant's employment practices (including selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of services. The Consultant 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 Non-Discrimination in Contracting Policy. The Consultant shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.
- L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.
 - M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Consultant under this Agreement are matters of public record, but that the Consultant agrees that they shall only be made available to any individual or organization by the City and the Consultant shall not make them available to any individual or organization without the prior written approval of the City.
 - N. Every exhibit, schedule and appendix attached to this Agreement and referred to herein is hereby incorporated into this Agreement by reference unless this Agreement expressly provides otherwise. This Agreement, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Business Information Record for Subconsultants /Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Agreement and set

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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 below.

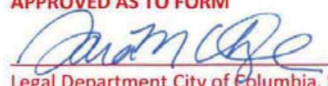
CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date: _____

APPROVED AS TO FORM


Legal Department City of Columbia, SC
12/6/2021

BROWN AND CALDWELL

James F. Mazzei, P.E.
Senior Associate

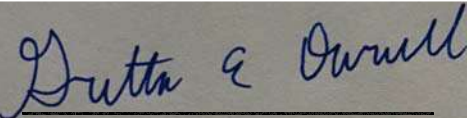
Print: Name/Title

Signature

Date: 12/06/2021

(Corporate Seal)

Attest



Signature

Date: 12/06/2021

Brown and Caldwell
Metro Wastewater Treatment Plant Operator Training

List of Exhibits

Exhibit A – Scope of Services// Compensation/ Schedule for Completion of Services

Exhibit B – Business Information Statement for Subconsultants/Subcontractors

EXHIBIT A
**CITY OF COLUMBIA
METRO WASTEWATER TREATMENT PLANT
OPERATIONS AND MAINTENANCE (O&M) MANUAL UPDATES
NOVEMBER 2021**

The City of Columbia realizes the importance of maintaining a comprehensive and up-to-date O&M Manual for at the Metro Wastewater Treatment Plant. This Scope of Work for maintaining an updated Plant O&M Manual has been developed by reviewing the recent efforts taken by BC to update Chapters 1, 4, 5, and 7 in 2020. Updating of individual chapters, or the creation of new chapters if identified as necessary, will be performed by the Engineer upon receiving notification from the City to proceed with specific Chapter revisions. The order of identified work tasks can be adjusted to meet operational needs of the City.

SCOPE OF WORK

Efforts associated with the updating of the O&M Manual will utilize existing manual sections and appendices. New or replacement chapters will be developed as identified by the City and the Engineer. Revisions will be finalized and incorporated within electronic and hard copy versions of the O&M Manual.

The following discussion provides an overview of each manual chapter and where it currently stands in 2021:

CHAPTER 1 – Introduction

- This chapter was updated in 2020 and the draft is currently under review by Metro plant staff.
- Completion of the current update is contractually linked to the completion of the Treatment Train 1 Process Modification (City Project SS7284)
- This Chapter provides an overview of the collection system, WWTP treatment processes and general description of the plant manual. This chapter will be revised every time major process updates are performed at the plant.

CHAPTER 2 – Preliminary Treatment

- This chapter describes the operation of the preliminary treatment process at the Metro Wastewater Treatment Plant.
- This chapter has not been updated since the original manual was written in 2012.
- Review and update of this Chapter is proposed as an activity for year 3 of the initial 3-year cycle.

CHAPTER 3 – Primary Treatment

- This chapter describes the operation of the primary treatment process at the Metro Wastewater Treatment Plant.
- This chapter has not been updated since the original manual was written in 2012.
- Review and update of this Chapter is proposed as an activity for year 2 of the initial 3-year cycle.

CHAPTER 4 – Secondary Treatment

- This chapter was updated in 2020 and the draft is currently under review by Metro plant staff.
- Completion of this update is linked to the completion of the Treatment Train 1 Process Modification (City Project SS7284)
- As this ongoing update is a scope obligation of the SS7284 engineering work, subsequent updates to Chapter 4 will be pursued as a work task for year 3 of this scope.
- Minor changes are anticipated as necessary unless the process is subsequently modified by the design engineer.

CHAPTER 5 – Disinfection System and Reuse (NPW) Pumps

- This chapter was updated in 2020 and the draft is currently under review by Metro plant staff.
- Completion and incorporation of review comments will be a priority issue for year 1 of the anticipated initial 3-year project cycle.
- This chapter will be reassessed as a work task for year 3 of this scope.

CHAPTER 6 – Dissolved Air Flotation Thickener

- This chapter describes the operation of the dissolved air flotation process at the Metro Wastewater Treatment Plant.
- This chapter has not been updated since the original manual was written in 2012.
- The SCADA screens have been updated in this area and need to be included into an updated chapter.
- The timing of the new sludge handling process improvements will dictate when this chapter is updated.
- Review and update of this Chapter is proposed as activity for year 2 of the initial 3-year cycle.

CHAPTER 7 – Anaerobic Digestion

- This chapter was updated in 2020 and the draft is currently under review by Metro plant staff.
- Completion and incorporation of review comments will be a priority issue for year 1 of the anticipated initial 3-year project cycle.
- This chapter will be reassessed as a work task for year 3 of this scope.
- Minor changes are anticipated as necessary unless the process is subsequently modified by the design engineer.

CHAPTER 8 – Sludge Dewatering

- This chapter describes the operation of the dewatering process at the Metro Wastewater Treatment Plant.
- This chapter was updated in 2017 but needs to be reviewed soon.
- Review and update of this Chapter is proposed as an activity for year 2 of the initial 3-year cycle.

CHAPTER 9 – Incineration

- **This chapter will not be updated, as this unit process is no longer used.** No budget has been allocated to this Chapter.
- A chapter addressing alternate unit processes within the plant can be identified and developed.

CHAPTER 10 – Odor Control

- **This chapter will not be updated, as this unit process is no longer used.** No budget has been allocated to this Chapter.
- A chapter addressing alternate unit processes within the plant can be identified and developed.

CHAPTER 11 – Electrical Systems

- Recent construction activities at the Metro plant have rendered this Chapter significantly in need of updating. This chapter will be a year 1 priority activity.
- The updates of this chapter will include the changes of the electrical systems from the recent improvement projects, including the digestion improvements project and the Train 1 activated sludge improvements project.

CHAPTER 12 – Instrumentation

- Recent construction activities at the Metro plant have rendered this Chapter significantly in need of updating. This chapter will be a year 1 priority activity.
- The updates of this chapter will include the changes of the electrical systems from the recent improvement projects, such as, the digestion improvements project and the Train 1 activated sludge improvements project

APPENDICES

- As the appendices are generally impacted by updates to the chapters of the O&M Manual, updating of Appendices will be performed in conjunction with chapter updates.

PROJECT ADMINISTRATION

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

- Provide monthly invoicing when updating efforts are active.
- Plan and perform project quality control and quality assurance.
- Engineer will communicate with the City through a single point of contact, Engineer's Project Manager.

Staffing and Hourly Rates

Brown and Caldwell currently anticipates that a limited number of employees will actively participate on the project. As presented within our Qualifications Statement, Ken Schnaars is anticipated to serve as our Technical Manager for the O&M Manual Updates. Lance Salerno was proposed as Ken's backup, Bob West is proposed as the Project Manager and Betsy Darnell is proposed for document preparation and record keeping support. In addition to these four individuals, Senior Engineers Rafid Merem and Cindy Biacofsky are proposed for developmental support of the O&M Manuals in support of Ken's efforts, and Project Assistants Linda Kellogg and Jake Danielson are proposed for support of the project management efforts. Various minor involvement of others, for accounting efforts and Performance Quality support will be required. Reasonably, the staffing over the multiple year duration of this task order should be expected to change.

For initial budgeting, the following tabulation represents hourly rates that will be in effort through the end of 2024.

Table 1. Hourly Rates and Classifications

Labor Categories	2021, 2022	2023, 2024
Senior Principal (Ken Schnaars or Lance Salerno)	\$270	\$278
Principal (Jay Mazzei)	\$250	\$258
Project Manager (Bob West)	\$225	\$232
Senior Engineer (Rafid Merem, Cindy Biacofsky)	\$215	\$222
Principal Designer (Jorge Aguilar)	\$160	\$165
Engineer II (Austin Viramontes)	\$135	\$139
Project Management Support (Linda Kellogg)	\$120	\$123
Project Coordinators (Betsy Darnell, Jake Danielson)	\$105	\$108

COMPENSATION

Compensation for services shall be on a time-and-expense basis. Time charges will be based upon actual hours expended on the Project by BC staff. Direct expenses shall be passed through at actual costs without mark-ups. Mileage will be invoiced at currently approved IRS rates. Budgeted allocations are as follows:

Per Chapter Update:

- Chapter 1 - Introduction - \$4,500
- Chapter 2 – Preliminary Treatment– \$10,400
- Chapter 3 – Primary Treatment - \$10,200
- Chapter 4 – Secondary Treatment - \$6,500
- Chapter 5 – Disinfection and Reuse - \$3,000
- Chapter 6 – Dissolved Air Flotation Thickener - \$8,600
- Chapter 7 – Anaerobic Digestion - \$6,600
- Chapter 8 – Sludge Dewatering - \$9,700
- Chapter 9 – Incineration - \$0 (To be reevaluated if new unit process chapter is implemented)
- Chapter 10 – Odor Control - \$0 (To Be reevaluated if new unit process or restoration / replacement of current equipment is implemented)
- Chapter 11 – Electrical Systems - \$34,800
- Chapter 12 – Instrumentation - \$34,800
- Administrative Support – \$16,900

For the first rotation through the 10 active chapters, occurring over the three-year contract period, our proposed fee for this contract effort is \$146,000.00, not to be exceeded without authorization by the City. The order of Chapter updates will be coordinated with City personnel.

PROJECT SCHEDULE

An anticipated schedule for the updates to the follows. We understand that the Metro WWTP management personnel will provide guidance on the order the sections are completed.

Year 1:

- Chapter 4 – Secondary Treatment (Finalize current efforts)
- Chapter 5 – Disinfection System and Reuse (NPW) Pumps (Finalize current efforts)
- Chapter 7 – Anaerobic Digestion (Finalize current efforts)
- Chapter 11 – Electrical Systems
- Chapter 12 - Instrumentation

Year 2:

- Chapter 3 – Primary Treatment
- Chapter 6 – Dissolved Air Flotation Thickener
- Chapter 8 – Sludge Dewatering

Year 3:

- Chapter 2 – Preliminary Treatment
- Chapter 4 – Secondary Treatment
- Chapter 5 – Disinfection System and Reuse (NPW) Pumps
- Chapter 7 – Anaerobic Digestion

Concurrent with all updates:

- Chapter 1 - Introduction
- Appendices

EXHIBIT B
Business Information Record for Subconsultants/Subcontractors

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

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

[illegible]

Key: Minority/Women Owned Business Enterprise Association Code

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

COMBINED TOTAL SUB AMOUNT \$ **• •**

TOTAL CONTRACT AMOUNT: \$ **• • • • • • • •**

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

Business Name: - • • • • • • • • • • • • • •

Representative Name/Title: • • • • •••• ••• • • • • • • • • • • • • •

Date:

CONTRACT

City of Columbia, South Carolina

8" Sewer Main Relocation and Storm Drainage Improvements at 2511 Clark Street

MPP SS7558/SD8496

Bid011-21-22-LB

This Contract is made by and between the City of Columbia, South Carolina, hereinafter called Owner, and **LAD Construction, LLC** with legal address and principal place of business at **P.O. Box 1129, Swansea, SC 29160**, hereinafter called Contractor. Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

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

ARTICLE 2. ENGINEER.

2.1 The Project has been designed by City of Columbia.

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **one hundred eighty (180)** 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. There will be an additional **one hundred eighty (180)** consecutive calendar days added after the construction period for contract closeout such as providing as built drawings, testing, invoicing etc.

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 **Three Hundred Forty-Five Thousand Five Hundred Eighty-Six Dollars and Zero Cents (\$345,586.00)**. This Contract also provides for an additional contingency in the amount of **Fifty-One Thousand Eight Hundred Thirty-Seven Dollars and Ninety Cents (\$51,837.90)** to be administered, if necessary, at the discretion of the City for unforeseen costs that are within the pre-determined Scope of Work for this Contract.

ARTICLE 5. APPLICATIONS FOR PAYMENT

City of Columbia, SC
8/06/2020

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 **Three Hundred Fifty Dollars and Zero Cents (\$350.00)** per day for each calendar day of delay until the Work is complete.

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

ARTICLE 8. ASSURANCE

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

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

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

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 Invitation For Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bidder's Response including Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Part 15 "General Specifications", Part 17 "Specifications for Sanitary Sewers", Part 18 "Specifications for Roadway Improvements, Materials and Construction", and Part 20 "Specifications for Sodding, Fertilizing and Seeding" all of the City of Columbia's Engineering Regulations.

9.2.7 Special Provisions.

9.2.8 Easements and Permits.

9.2.9 Mentor Protégé Program (MPP) Guidelines.

9.2.10 Mentor Protégé Program (MPP) Implementation Plan.

9.2.11 Drawings, numbered 1 through 10, inclusive and dated 07/20/2020.

9.2.12 Addenda number 1 to 2, inclusive.

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

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 sole expense of the bidder(s). 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.

**REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK –
SIGNATURE PAGE FOLLOWS**

Contractor
LAD Construction, LLC.

BY

(CORPORATE SEAL)

Attest

Address for giving notices:

Date: _____

Owner
City of Columbia, SC

BY

Teresa Wilson, City Manager

Attest

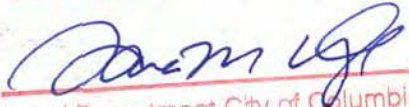
Address for giving notices:
Department of Procurement and Contracts

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	BID011-21-22-LB Addendum 2	Organization	City of Columbia, SC
Event Title	8" Sewer Main Relocation and Storm Drainage	Workgroup	Purchasing
Event Description	A non-mandatory but highly recommended	Event Owner	LaTrelle Bowdry
Event Type	IFBs	Email	vasthi.bowdry@columbiasc.gov
Issue Date	11/4/2021 02:16:16 PM (ET)	Phone	
Close Date	12/2/2021 09:30:00 AM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
LAD Construction, LLC	Swansea	SC	12/1/2021 03:03:30 PM (ET)	1	\$345,586.00
Lake Murray Utility Company, Inc	Chapin	SC	12/2/2021 08:59:09 AM (ET)	1	\$415,560.00
Stutts & Williams, LLC	Lexington	SC	12/1/2021 05:18:54 PM (ET)	1	\$420,780.00
G H Smith Construction, Inc	Columbia	SC	12/2/2021 08:14:58 AM (ET)	1	\$456,200.00
North American Pipeline Management	Marietta	GA	12/2/2021 08:40:49 AM (ET)	1	\$462,273.00
Shady Grove Construction, LLC	Irmo	SC	12/1/2021 08:29:21 AM (ET)	1	\$529,850.00

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



CITY OF COLUMBIA

INTER-OFFICE MEMORANDUM

TO: Latonya Germany, Compliance Specialist

FROM: LaTrelle Bowdry, Bid Coordinator
Department of Procurement and Contracts

DATE: December 6, 2021

SUBJECT: PROJECT: BID#011-21-22-LB – 8' Sewer Main Relocation and Storm Drainage Improvements at 2511 Clark Street (SS7558/SD8496) MPP

Bids for this project were opened publicly at 9:30A.M., December 2, 2021.

Bids submitted for the referenced project were in participation with the **Mentor Protégé Program**. The apparent *responsive* low bidder is LAD Construction, LLC of Swansea, SC 29160 at \$345,586.00.

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

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

Thank You.

Review Approved: LaTonya B Germany
Latonya Germany, Compliance Specialist

DATE: 12/06/2021



CITY OF COLUMBIA

Office of Business Opportunities Compliance
1401 Main Street 4th Floor | Columbia, South Carolina 29201
Phone: 803-545-3950

MENTOR PROTÉGÉ PROGRAM Implementation Plan

Date: 12/2/2021 Mentor Amount: \$ 276,468.00
Project Name: 2511 Clark Street Improvements Mentor % of Total Contract: 80%
Project #: SS7558/SD8496 Protégé Amount: \$ 69,117.00
Mentor: LAD Construction, LLC Protégé % of Total Contract: 20%
Protégé: JA Mabus Duration of the Project: 180 Days
Total Project Contract Amount: \$ 345,586.00

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.

The full scope of services needs to be provided to the protégé and a meeting/discussion between the protégé and mentor needs to be held. The protégé and mentor must mutually agree upon the services the protégé will provide at 20% or more throughout the duration of the contract. These services should be based on current capabilities as well as developing and building upon new capacities and skills sets.

A completed Business Information Records (BIR) form is required, and will be reviewed along with this Implementation Plan. The information recorded in the BIR must be consistent with the Implementation 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.

To help J.A. Mabus improve on knowledge and skill in utility construction.

- 2. How does the work performed in this project relate to the goals identified in your MPP Team Agreement and Business Plan?**

Improve their operational strategies, help them become independent, help them become competitive in the bidding procedures.



CITY OF COLUMBIA

Office of Business Opportunities Compliance
1401 Main Street 4th Floor | Columbia, South Carolina 29201
Phone: 803-545-3950

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 in which the team's success is being achieved.

We hope that at the end of this project, J.A. Mabus will be able to bid and work on utilities in the streets of Columbia.

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

Mentor:

Crew Superintendent, Laborers, Excavator, Loader, Dump Truck

Protégé:

Supervisor, Laborers, Excavator, Loader

Please ensure that all Subcontractors are listed on the Business Information Records (BIR) and complete items below:

List Subcontractors Names below: (Do not include Protégé)	Who will the subcontractor report to?	Who is responsible for payment of the subcontractor?

Special Arrangements:



CITY OF COLUMBIA

Office of Business Opportunities Compliance
1401 Main Street 4th Floor | Columbia, South Carolina 29201
Phone: 803-545-3950

5. What scope of work is to be performed by each participant of the MPP team utilizing the proposed resources identified above?

a. Description of Mentor's responsibilities on project:

Demolition, Sewer Line Work, Storm Drainage Work, Flowable Fill, Service Connections

b. Description of Protégé responsibilities on project:

Sewer Line Work, Storm Drainage Work, Flowable Fill, Service Connections

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

Sewer Line Work, Storm Drainage Work, Service Installation

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

Sewer & Storm Line Work – 6 Months (Protégé utilized)

7. Outline of regularly scheduled meeting between Mentor and Protégé (Progress reporting).

Meetings will be held every morning during the work week to discuss strategies and progress

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

Within 3 business days of receiving payment from the City of Columbia. If J.A. Mabus becomes in need of payment assistance, LAD can provide assistance.



CITY OF COLUMBIA

Office of Business Opportunities Compliance
1401 Main Street 4th Floor | Columbia, South Carolina 29201
Phone: 803-545-3950

MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

MPP participants acknowledge that any change orders/contract amendments to this project will require a completed Implementation Plan Addendum for each change order/contract amendment made to the project.

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

EXECUTED by LAD Construction, LLC (Mentor Firm) this 2nd day of December 2021
Corporate SEAL

By: [Signature]
Title: President
Firm Name: LAD Construction, LLC



ATTEST:
By: [Signature]
Title: VP - PRECONSTRUCTION

EXECUTED by J.A. Mabus (Protégé Firm) this 2nd day of December 2021
Corporate SEAL

By: [Signature]
Title: President
Firm Name: J.A. Mabus

ATTEST:
By: [Signature]
Title: VP - FINANCE

RECOMMENDED FOR APPROVAL:

EXECUTED by the Office of Business Opportunities - Compliance on this 10 day of December 2021.

By: [Signature]

Title: Program Compliance Specialist

Business Information Record for Subconsultants/Subcontractors

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

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

Business Name (as shown on W9 or SAM.gov) / DUNS # & CAGE #	City of Columbia Vendor Number (REQUIRED)	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code See Key Below)
Ferguson Waterworks 166 Pontiac Business Center Dr. Elgin, SC 29045	V001085	Sewer Line Material	\$ 20,500.00	5.93 %	N/A	N/A
Tindall Corporation 3076 N. Blackstock Rd. Spartanburg, SC 29301	V012868	Sewer & Storm Structures	\$ 13,500.00	3.91 %	N/A	N/A
Gossett Concrete Pipe P.O. Box 3683 Greenville, SC 29608	V012401	Storm Pipe (RCP)	\$ 5400.00	1.56 %	N/A	N/A
				%		
				%		
				%		

Key: Minority/Women Owned Business Enterprise Association Code

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

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

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

COMBINED TOTAL SUB AMOUNT: \$ 39,400.00

TOTAL CONTRACT AMOUNT: \$ 345,586.00

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

Business Name: LAD Construction, LLC

Representative Name/Title: Ted Blackwell / President

Date: 12/2/2021

ORDINANCE NO.: 2021-100

Granting an encroachment to 701 Center for Contemporary Art for the use of right of way area of the 200 block of Williams Street and the 300 block of Whaley Street for the installation and maintenance of a wooden art sculpture adjacent to 202 Williams Street and 329-331 Whaley Street, Richland County TMS#08913-20-08 and 08812-01-02

WHEREAS, 701 Center for Contemporary Art (hereinafter "Grantee") desires to utilize a portion of the right of way area of the 200 block of Williams Street and the 300 block of Whaley Street for the installation and maintenance of a wooden art sculpture adjacent to 202 Williams Street and 329-331 Whaley Street, as shown on the attached drawings; and,

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

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2021, that Grantee is hereby granted the right to use the right of way area of the 200 block of Williams Street and the 300 block of Whaley Street adjacent to 202 Williams Street and 329-331 Whaley Street, Richland County TMS#08913-20-08 and 08812-01-02, for the installation and maintenance of a wooden art sculpture measuring approximately nine (9') feet in height one (1') foot in width as shown on the attached drawings.

PROVIDED FURTHER that all work shall comply with the requirements of The City of Columbia, South Carolina Department of Transportation (SCDOT) and Federal Emergency Management Agency (FEMA) now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by Grantee's construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager; and,

PROVIDED further that in the event the City has to make repairs or maintain utility lines located within the encroachment area the City will replace any items removed for the utility repair or maintenance with like items to those removed; and,

PROVIDED FURTHER that the privilege granted hereby may be modified or terminated by Columbia City Council at any time without notice to the Grantee, its successors and assigns; and,

PROVIDED FURTHER that a certificate of insurance be issued as evidence of general liability insurance with at least the minimum amount of \$600,000.00 for personal injury and property damage and naming the City as an insured, be provided to and filed annually with the City Clerk by Grantee, his successors and assigns, as required by Chapter 11, Licenses, Permits, Business Regulations, Article III, Contractors, Sec. 11-71, 1998 Code of Ordinances of the City of Columbia, South Carolina.

PROVIDED FURTHER that the privilege granted hereby is subject to the Grantee complying with the following conditions, restrictions or limitations:

1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.

2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained.
3. Grantee is responsible for maintaining landscaping and improvements.
4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.
5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle.
6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes.
7. All trees shall be protected and no large tree roots shall be removed from any existing trees.
8. Applicant to work with Utilities and Engineering staff to ensure that there is no water or sewer main within five (5') feet of the footing.

BE IT FURTHER ORDAINED that Grantee, in consideration of the above privilege, shall at its expense provide for protection and relocation of all utilities that might be within this area to the satisfaction of the City Manager.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST



Deputy City Attorney

City Clerk

Introduced:
Final Reading:

**CITY COUNCIL
ENCROACHMENT SUMMARY
2021-100**



**200 BLOCK OF WILLIAMS STREET AND THE 300 BLOCK OF WHALEY STREET
ADJACENT TO 202 WILLIAMS STREET AND 329-331 WHALEY STREET
INSTALLATION AND MAINTENANCE OF A WOODEN ART
SCULPTURE**

Subject Property:	Right-of-way adjacent to 202 Williams Street and 329-331 Whaley Street
Council District:	2
Proposal:	The applicant is requesting an encroachment for installation and maintenance of a wooden art sculpture
Applicant:	701 Center for Contemporary Art
Staff Recommendation:	Approval.

Detail:	The applicant is requesting an encroachment for installation and maintenance of a wooden art sculpture measuring approximately nine (9') feet in height one (1') foot in width as shown on the attached drawings. Conditions of the proposed encroachment are as follows: 1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard. 2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained. 3. Grantee is responsible for maintaining landscaping and improvements. 4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets. 5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle. 6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes. 7. All trees shall be protected and no large tree roots shall be removed from any existing trees. 8. Applicant to work with Utilities and Engineering staff to ensure that there is no water or sewer main within five (5') feet of the footing.
----------------	---

CITY AGENCY COMMENTS FOR ENCROACHMENT

Lucinda Statler, Planning Department	Recommend approval.
Robert Anderson, Street Division	Recommend approval.
Denny Daniels, Columbia Water Engineering	Recommend approval with condition: 1. Applicant to work with Utilities and Engineering staff to ensure that there

	is no water or sewer main within five (5') feet of the footing.
Andrew Ritter, Traffic Engineering	Recommend approval.
Caleb King, Forestry Division	Recommend approval.
Johnathan Chambers, Land Development	Recommend approval.
Kris Scott, Fire Department	Recommend approval.
Tori Salvant, Parking Services	Recommend approval.

City of Columbia

aerial

14.b



Tuesday, November 16, 2021



FEMA, GIS, GIS, PDS



CITY OF COLUMBIA GIS DATA DISCLAIMER

The City of Columbia GIS 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.



Packet Pg. 162



Permanent Encroachment

Application and Checklist

Checklist for All Applications

A complete site plan application shall include the following information. Refer to the Procedures Manual for additional information about these requirements. Please initial to signify that the requested information has been provided.

		Applicant Initials	Staff Initials
A copy of this Application Checklist, completed by the applicant.		MPB	
A completed and signed Application Form		MPB	
Letters of Agency for all applications where the applicant is not the owner of the subject property			
Pictures or specification sheet of the items to permanently encroach the Right-of-way		MPB	
Existing Site Plan Please see page 4 below for required content.	1 copy: min. 18 x 24 inches or 1 digital copy (pdf format) – may be 8 ½ inches x 11 inches if legible		
Proposed Site Plan Please see page 4 below for required content.	1 copy: min. 18 x 24 inches or 1 digital copy (pdf format) – may be 8 ½ inches x 11 inches if legible	MPB	



Permanent Encroachment

Application and Checklist

1. Applicant Information

Name 701 Center for Contemporary Art	
Company (if applicable) 701 Center for Contemporary Art	
Address (street, city, state, zip) 701 Whaley Street, 2nd Floor, Columbia, SC 29201	
Phone 803-319-9949	Email director@701cca.org

2. Property Information

Address Williams Street median, 215 - 203 Williams St. Columbia, SC 29201, 33.983946, -81.040527	
Tax Map Reference Number(s)	
Current use Median	Proposed use Sculpture site

3. Property Ownership

Does the applicant own the adjacent property? ☐ Yes ☐ No

If the applicant does not own the adjacent property, complete the Letter of Agency for each property owner that authorizes the applicant to submit this application on the property owner's behalf.



Permanent Encroachment

Application and Checklist

4. Project Description

Provide a brief description of the project and list all items that will be placed in the right-of-way (walls, fences, columns, steps, irrigation systems, landscaping, driveways, pavers, sidewalks/walkways, planters, awnings, etc.)

701 Center for Contemporary Art is proposing the placement of a Robert Lyon wooden sculpture in the Williams Street median.

The sculpture measures 105" x 14.75" x 14.75" to be installed using a 2.5" standard weight hot dipped, galvanized pipe with a 20" x 20" x 12" formed cap concrete slab and 18" x 3-6" augered concrete cover.

For staff use only

Date received (M/D/Y): ____/____/____

By: _____



Permanent Encroachment Application and Checklist

5. Additional Submission Requirements

Existing Site Plan

This shall be a site plan of the existing conditions or a plat of survey, to scale and fully dimensioned.

Proposed Site Plan

The proposed site plan shall be prepared to scale and fully dimensioned, and include the following:

	Applicant	Staff
Total acreage	☐	☐
Location of lots and outlets (numbered and area in square feet)	☐	☐
Location of buildings (including setbacks from property lines and distances between buildings)	☐	☐
Location of parking and access/driveways	☐	☐
Location of rights-of-way and/or easements for streets, railroads, and utility	☒	☐
Lines upon and abutting subject property	☐	☐
Location of streets, alleys, railroads, and utility lines upon and abutting subject property	☐	☐
Section of sidewalk or right-of-way to be used for the encroachment	☒	☐
Proposed placement of permanent items and furnishings on the sidewalk	☐	☐
Proposed placement of permanent items and furnishings in the right-of-way	☒	☐
Location and height of all fences, walls, and exterior lighting in the right-of-way	☐	☐
North arrow	☐	☐
Scale	☐	☐
Vicinity map (at 1 inch equals 1,000 feet)	☒	☐

6. Acknowledgement

For a continuing encroachment on any type of property in which the City has an interest (i.e., rights of way, tree zone, sidewalk, streets), the person or entity is required to have an encroachment ordinance enacted by City Council permitting the encroachment. Encroachment ordinances are required for but not limited to: irrigation systems; landscaping; fencing; walls; pavers; walkways; outdoor dining items (chairs, tables, umbrellas, etc.); awnings; bollards and directional signs (i.e., churches) Business signs are NOT permitted via an encroachment.

Encroachments must comply with all existing City codes, rules and regulations, the Americans with Disabilities Act, if applicable, and are subject to review and approval by City staff. Enactment of the encroachment ordinance by a majority vote of City Council, which is a discretionary legislative act, is also required.

In order to obtain an encroachment ordinance from the City of Columbia, it will be necessary for the City of Columbia to be named as an additional insured on your insurance policy with limits being increased to \$600,000 as required by Sec. 11-71. It is recommended that you contact your insurance provider to determine if it will name the City of Columbia as an additional insured prior to submitting your request for an encroachment ordinance. If you have any questions concerning these requirements, please contact Chip Timmons with Risk Management, (803) 733-8306 or catimmons@columbiasc.net.

All work shall comply with the requirements of the City of Columbia and South Carolina Department of Transportation now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation.



Permanent Encroachment Application and Checklist

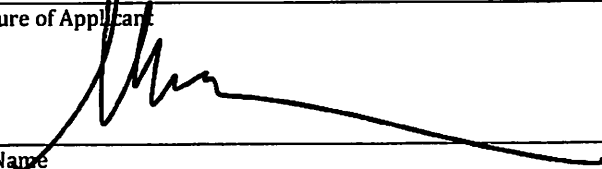
Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager.

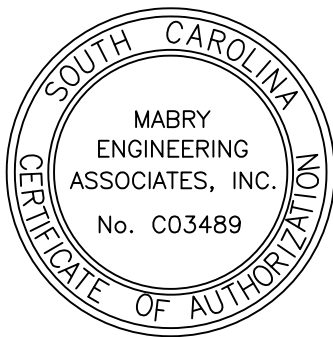
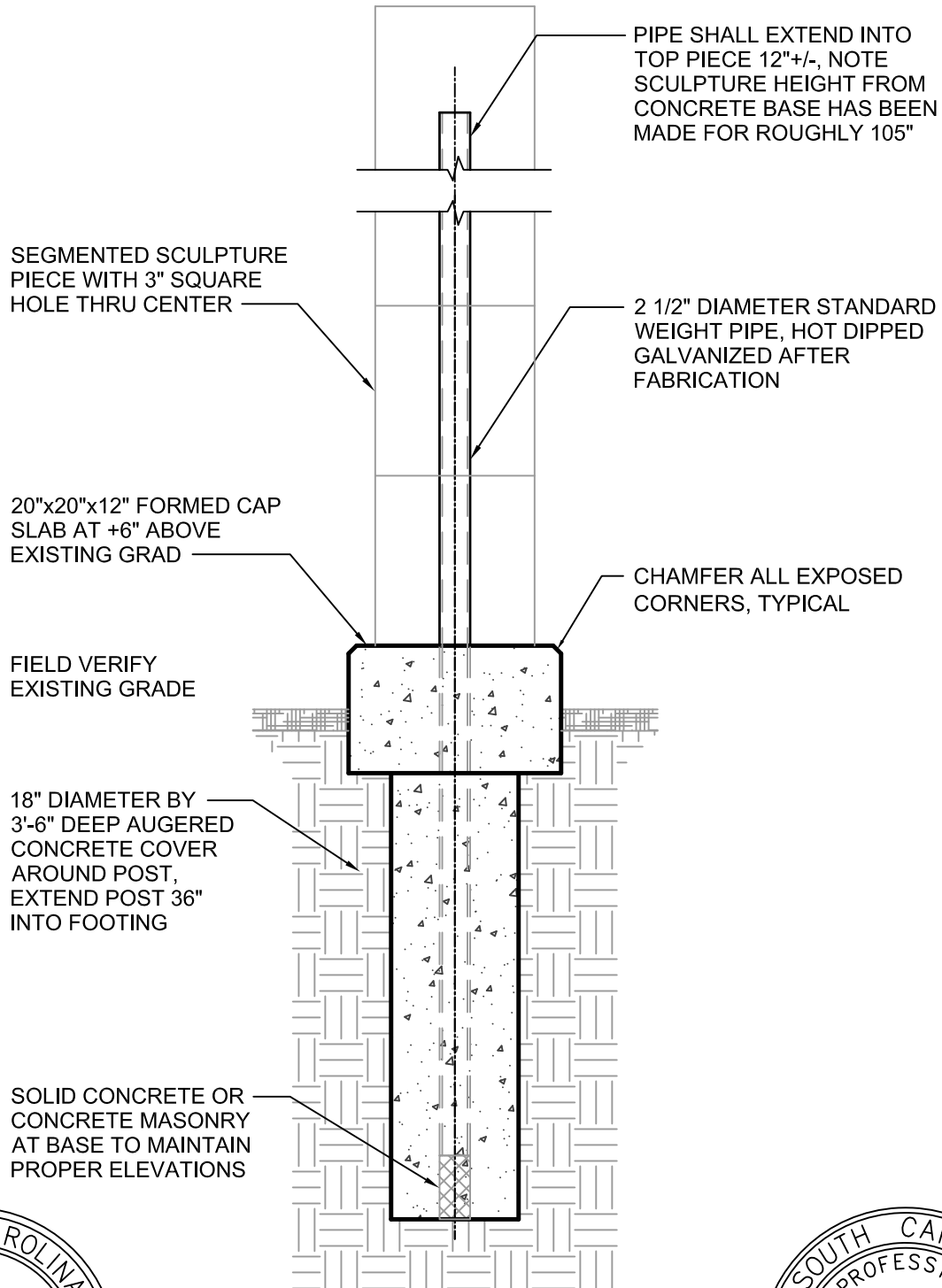
Property owned, operated and maintained by SCDOT shall comply with SCDOT encroachment requirements.

Permittee understands and agrees that the privilege granted may be modified or terminated by the City of Columbia at any time without notice and that the privilege granted hereby is subject to applicant's compliance with the following conditions, restrictions or limitations:

Permittee must comply with all existing City of Columbia and any other state or federal codes, rules and regulations, as applicable including the Americans with Disabilities Act, now in existence or hereafter enacted.

7. Signature

Signature of Applicant	
	
Print Name	Date
Michaela Pilar Brown, Executive Director 701 CCA	October 26, 2021



SK1

ROBERT LYON SCULPTURE

BASE FOUNDATION DETAIL

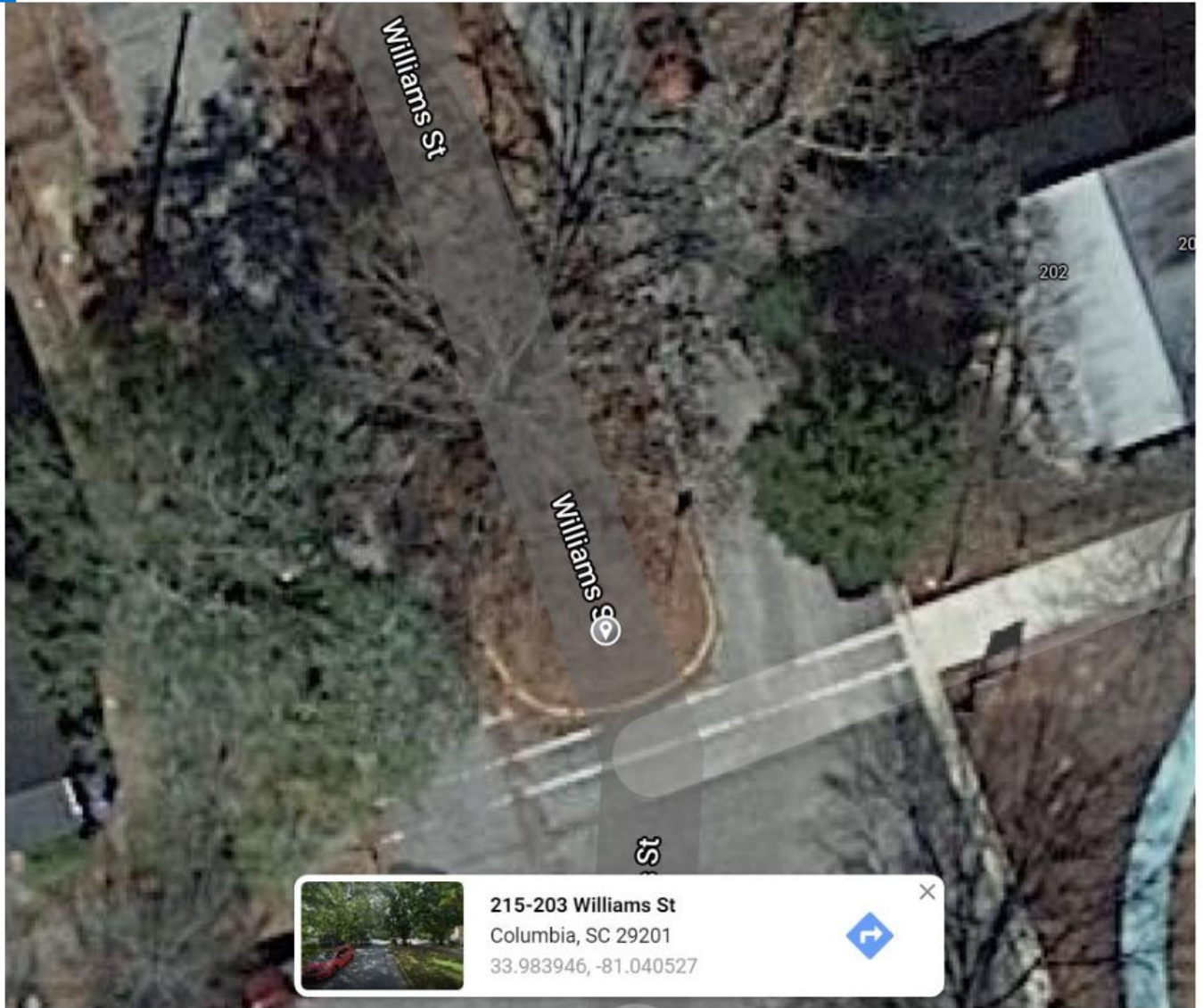
10/12/2021

**Mabry Engineering
Associates, Inc.**

*Structural
Engineers*

840 Shull Street
Suite 100
West Columbia, SC 29169
(803) 926-0000
FAX (803) 926-7600





ORDINANCE NO.: 2021-102

Authorizing the City Manager to execute an Office Lease Agreement between the City of Columbia and Main Street Technologies for Office Space located at 1401 Main Street, 2nd Floor, Suite 200

BE IT ORDAINED by the Mayor and City Council this _____ day of _____, 2021, that the City Manager is hereby authorized to execute the attached Office Lease Agreement for office space located at 1401 Main Street, 2nd Floor, Suite 200, or in a form to be approved by the City Attorney, between the City of Columbia and Main Street Technologies, for the terms and conditions therein contained.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

**OFFICE
LEASE AGREEMENT**

BY AND BETWEEN

CITY OF COLUMBIA

AND

MAIN STREET TECHNOLOGIES, LLC.

DATED

JANUARY 14, 2022

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Exhibits (if any)

OFFICE LEASE (GROSS LEASE)

THIS LEASE is made and entered into this ____ day of _____, 202_, by and between City of Columbia, hereinafter called "Landlord", and Main Street Technologies, LLC., hereinafter called "Tenant."

WITNESSETH:

In consideration of the covenants and agreements of the respective parties herein contained, the parties hereto, for themselves, their heirs, successors, distributees, administrators, legal representative and permitted assigns, do hereby agree as follows:

A. DEMISED PREMISES:

Landlord demises and leases to Tenant and Tenant agrees to lease from Landlord, for the term and upon the rental, covenants and agreements herein set forth those certain Demised Premises located in the State of South Carolina, County of Richland, in or near the City of Columbia, having an address of 1401 Main Street and more specifically described as follows: 2nd Floor, Suite 200 hereinafter "Demised Premises."

B. TERM AND DELIVERY OF DEMISED PREMISES:

TO HAVE TO HOLD said Demised Premises unto Tenant for a term of 5 years beginning on the 1st day of January, 2022 and ending at midnight on the 31st day of December, 2026.

It is further agreed and understood that if Landlord is unable to deliver possession of the Demised Premises to the Tenant at the commencement of the term of this Lease because of the retention of possession thereof by parties other than Landlord, or because Landlord is unable to get the Demised Premises ready for occupancy by Tenant, then Landlord shall not be liable to Tenant for damages and this Lease shall not terminate, provided however, that Tenant shall have no obligation to pay hereunder until possession of the Demised Premises is delivered to Tenant. Landlord shall use all reasonable diligence to deliver possession of the Demised Premises to Tenant at the commencement of the within term.

It is anticipated that possession may be had on January 19st, 2022, however, if for any reason Landlord fails to give possession of the Demised Premises on that date, then this Lease and payment of rent will commence as of the day possession is given with the further understanding that possession must be had at time of termination of Dominion Energy's existing Lease, or Tenant may terminate this Lease by written notice given prior to the Landlord's tendering possession of the Demised Premises to the Tenant. If the term of this Lease shall commence on a day other than the first day of a calendar month, rental shall be paid for the portion of the month in proportion to the monthly rental rate as herein provided and the Lease shall be extended so as to cause the expiration of the term to be on the last day of the last month of the term.

C. COVENANTS AND CONDITIONS OF LEASE:

This Lease is made on the following covenants and conditions which are expressly agreed to by Landlord and Tenant:

1. **RENT:** Tenant covenants and agrees to pay as rental to Landlord the annual sum of \$102,280.00, said sum to be in lawful money of the United States, payable in equal monthly installments of \$8,523.33 or as outlined in Paragraph 29 of this Lease agreement. Said rental shall be payable monthly in advance to the offices of E M & L, Agent for Landlord. Rent is due on the first day of each month and shall not be withheld for any reason whatsoever. Said rent shall be considered delinquent if not received by the 10th day of the month. In the event Tenant shall fail to pay each rental on the due date a late charge of one and one-half (1½%) percent of the monthly rental, compounded monthly with a minimum of Ten and no/100 (\$10.00) Dollars per month, shall be added to the rental and paid to Landlord for each such late payment, and the same shall be treated as additional rent.

2. **AUTHORIZED USE:** Tenant agrees not to abandon or vacate the Demised Premises, not to use them for other than normal office purposes and not to use or permit them to be used for any offensive, noisy or dangerous trade or business, or in violation of any act or omission which will increase the rate of insurance on the Demised Premises, and if such rate be increased, Tenant agrees to pay Landlord such increased cost of insurance. Tenant will not obstruct entries and passageways so as to interfere with the use thereof by other tenants.

3. **TENANT ALTERATIONS:** Except as otherwise provided herein, Tenant shall not make, or suffer to be made, any alterations of the Demised Premises, or any part thereof, without the prior written consent of the Landlord. Any such alterations or improvements, whether made with or without Landlord's permission, and including, but not limited to, permanent partitions, wall to wall carpeting, lighting, or attached shelving, shall, at the option of the

Landlord, become the property of the Landlord (with no obligation of Landlord to pay for same) and may not be removed unless requested by the Landlord. Tenant may install at its expense and without Landlord's consent trade fixtures, movable office partitions, furniture and equipment and other personal property, and may remove same at any time provided that Tenant is not in default of this Lease and that any damage to the Demised Premises caused thereby shall be repaired by Tenant. Tenant shall not install or maintain any equipment, partitions, furniture, or apparatus, the weight or operation of which would tend to injure or be detrimental to the Demised Premises or unreasonably annoy or disturb other Tenants. Tenant shall at all times keep the Demised Premises free and clear of any lien or encumbrance of any kind created by Tenant's act under this paragraph or otherwise or by its omission.

4. **TENANT'S MAINTENANCE AND REPAIR OF DEMISED PREMISES:** Tenant agrees not to suffer or commit any waste and to keep and to do whatever is necessary to maintain the interior of its Demised Premises in good condition and repair, natural deterioration by ordinary use and reasonable wear, fire, the elements, and acts of God excepted. Tenant shall replace all broken glass in the Demised Premises except when such breakage may be covered by Landlord's normal fire and extended coverage insurance policy, and shall repair any damage, willful or otherwise, to the Demised Premises, caused by it, its agents, invitees or clients.

5. **LANDLORD'S MAINTENANCE AND REPAIR OF DEMISED PREMISES:** Landlord shall at its own expense keep and maintain in good repair and working order the heating and air conditioning equipment, plumbing, roof, foundation and exterior walls, electricity and fixtures, and parking lot. Landlord agrees to make all repairs that may become necessary by reason of fire, acts of war, insurrection or riot, earthquake, other elements including damage by termites, fungus growth or dry rot. Landlord shall be under no obligation to inspect the Demised Premises and Tenant shall be responsible for notifying Landlord in writing of any needed repairs after which Landlord shall have a reasonable time in which to make such repairs. Landlord shall not be held liable for any damage to Tenant for failure to make any such repairs unless due to Landlord's gross negligence.

6. **SERVICES AND UTILITIES FURNISHED BY LANDLORD:** Landlord shall, at its own expense, supply to Tenant in or upon the Demised Premises during the term of this Lease the following services and utilities only as specifically indicated:

- YES (a) electricity and heating and air conditioning during the hours of 8:00 a.m. to 6:00 p.m., Monday through Friday, and 8:00 a.m. to 1:00 p.m. on Saturdays and legal holidays. Electricity shall be furnished only for lighting and ordinary business appliances, such as typewriters, word processing equipment, copiers, fax machines and adding machines.
- YES (b) hot and cold running water in restrooms.
- YES (c) chilled drinking water within reasonable distance of the Demised Premises .
- YES (d) elevator service either attended or non-attended at Landlord's option.
- YES (e) janitorial and yard service in accordance with usual and customary schedule.
- YES (f) pest control, including termite extermination.
- YES (g) replacement of light bulbs to Landlord's lighting fixtures (fluorescent or building standard only).
- YES (h) building management by Executive Management and Leasing , Phone # (803) 771-9884 .
- YES (i) parking - see paragraph #7.
- (j) other:_____.

Landlord shall not be liable for failure to furnish any of the foregoing when such failure is caused by accidents or conditions beyond the control of Landlord, or by repairs, labor disturbances or disputes of any character whether resulting from or caused by Landlord or otherwise; nor shall Landlord be liable under any circumstances for loss of or injury to property, however occurring, through or in connection with or incidental to the furnishing of any of the foregoing, nor shall any such failure relieve Tenant from duty to pay the full amount of rent herein reserved, or constitute or be construed as a constructive or other eviction of Tenant.

7. **PARKING:** Any charge for parking shall be specifically outlined in Paragraph 29 (Additional Provisions). Otherwise, parking shall be in common with other Tenants.

8. **ENTRY BY LANDLORD:** Landlord shall have the right to enter the Demised Premises at reasonable times for the purpose of inspection, posting notices or supervising any necessary repairs and maintenance required herein to be performed by Landlord. Sixty (60) days prior to the expiration of this Lease, Landlord may post suitable notice on the Demised Premises that same are for rent and may show same to prospective tenants at reasonable times.

9. **ASSIGNMENT AND SUBLETTING:** Neither this Lease nor any interest herein may be assigned by Tenant voluntarily or involuntarily, by operation of law, and neither all nor any part of the Demised Premises shall be sublet by Tenant without the written consent of Landlord first had and obtained; however, Landlord agrees not to withhold unreasonably its consent for Tenant to sublet the Demised Premises. Landlord may withhold consent to sublease should the sublease rental be greater than contract rent. If Landlord withholds such consent because of this condition, Landlord must cancel this Lease. In the event this Lease or any interest herein is assigned or the Demised Premises or any part thereof is sublet, whether with or without Landlord's consent, Tenant shall remain fully liable under all terms, covenants, and conditions of this Lease. In no event will any provision herein stated to renew, extend

or purchase be available to any assignee or subtenant. Tenant hereby agrees to employ EM&L Inc. to perform any and all subletting of the Demised Premises.

10. **WAIVER OF COVENANTS:** No forbearance by either party to seek a remedy for any breach of this Lease shall be deemed a waiver by such party of its rights or remedies with respect to such breach. It is agreed that the waiving of any of the covenants of this Lease by either party shall be limited to the particular instance and shall not be deemed to waive any other breaches of such covenant or any provision herein contained.

11. **DEFAULT BY TENANT:** This Lease is made upon the condition that the Tenant shall punctually and faithfully perform all of the covenants and agreements by it to be performed as herein set forth, and if any of the following events of default shall occur, to-wit: (a) any installment of rent, additional rent, taxes, or any other sums required to be paid by Tenant hereunder, or any part thereof, shall at any time be in arrears and unpaid for fifteen (15) days after written demand therefor, or (b) there be any default on the part of Tenant in the observance or performance of any of the other covenants or agreements, or conditions of this Lease on the part of Tenant to be kept and performed, and said default shall continue for a period of fifteen (15) days after written notice thereof from Landlord to Tenant (unless such default cannot reasonably be cured within fifteen (15) days and Tenant shall have commenced to cure said default within said fifteen (15) days and continues diligently to pursue the curing of the same), or (c) Tenant shall file a petition in bankruptcy or be adjudicated a bankrupt, or file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation, or make an assignment for the benefit of creditors, or (d) any trustee, receiver or liquidator of Tenant or of all or any substantial part of its properties or of the Demised Premises shall be appointed in any action, suit or proceeding by or against Tenant and such proceeding or action shall not have been dismissed within thirty (30) days after such appointment, or (e) the leasehold estate hereby created shall be taken on execution or by other process of law, or (f) Tenant shall admit in writing its inability to pay its obligations generally as they become due, or (g) Tenant shall vacate or abandon the Demised Premises, then and in any of said cases, Landlord at its option may terminate this Lease and re-enter upon the Demised Premises and take possession thereof with full right to sue for and collect all sums or amounts with respect to which Tenant may then be in default and accrued up to the time of such entry, including damages to Landlord by reason of any breach or default on the part of Tenant, or Landlord may, if it elects to do so, bring suit for the collection of such rents and damages without entering into possession of the Demised Premises or voiding this Lease.

In addition to, but not in limitation of, any of the remedies set forth in this Lease or given to Landlord by law or in equity, Landlord shall also have the right and option, in the event of any default by Tenant under this Lease and the continuance of such default after the period of notice above provided, to retake possession of the Demised Premises from Tenant without process of law, by summary proceedings or otherwise, and it is agreed that the commencement and prosecution of any action by Landlord in forcible entry and detainer, ejectment or otherwise, or any execution of any judgment or decree obtained in any action to recover possession of the Demised Premises, shall not be construed as an election to terminate this Lease unless Landlord expressly exercises its option hereinabove provided to declare the term hereof ended, whether or not such entry or re-entry be had or taken under summary proceedings or otherwise, and shall not be deemed to have absolved or discharged Tenant from any of its obligations and liabilities for the remainder of the term of this Lease, and Tenant shall, not withstanding such entry or re-entry, continue to be liable for the payment of the rents and the performance of the other covenants and conditions hereof and shall pay to Landlord all monthly deficits after any such re-entry in monthly installments as the amounts of such deficits from time to time are ascertained and, in the event of any such ouster, Landlord rents or leases the Demised Premises to some other person, firm or corporation (whether for a term greater, less than or equal to the unexpired portion of the term created hereunder) for an aggregate rent during the portion of such new lease co-extensive with the term created hereunder which is less than the rent and other charges which Tenant would pay hereunder for such period, Landlord may immediately upon the making of such new lease or the creation of such new tenancy sue for and recover the differences between the aggregate rental provided for in said new lease for the portion of the term co-extensive with the term created hereunder and rent which Tenant would pay hereunder for such period, together with any expense to which Landlord may be put for brokerage commission, placing the Demised Premises in tenantable condition or otherwise. If such new lease or tenancy is made for a shorter term than the balance of the term of this Lease, any such action brought by Landlord to collect the deficit for that period shall not bar Landlord from thereafter suing for any loss accruing during the balance of the unexpired term of this Lease.

If Tenant at any time shall fail to pay any taxes, assessments, or liens, or to make any payment or perform any act required by this Lease to be made or performed by it, Landlord, without waiving or releasing Tenant from any obligation or default under this Lease, may (but shall be under no obligation to) at any time thereafter make such payment or perform such act for the account at the expense of Tenant. All sums so paid by Landlord and all costs and expenses so incurred shall accrue interest at a rate of eighteen percent (18%) from the date of payment or incurring thereof by Landlord and shall constitute additional rent payable by Tenant under this Lease and shall be paid by Tenant to Landlord upon demand. All other sums payable by Tenant to Landlord under this Lease, if not paid when due, shall accrue interest at a rate of eighteen percent (18%) from their due date until paid, said interest to be so much additional rent under this Lease and shall be paid to Landlord by Tenant upon demand.

All rights and remedies of Landlord herein enumerated shall be cumulative, and none shall exclude any other remedies allowed at law or in equity.

Tenant agrees to pay a reasonable attorney's fee and all costs if Landlord, in its sole discretion, employs an attorney to collect any rent, additional rent, or any other sums payable under this Lease or to enforce any covenants, agreements, or conditions on the part of the Tenant to be kept and performed; and Tenant expressly waives all exemptions secured to the Tenant under the laws of the State of South Carolina or of any other State of the United States as against the collection of any debt herein or hereby incurred or secured. For the purpose of any suit brought by Landlord or based on this Lease, this Lease shall be construed to be a divisible contract to the end that successive actions may be maintained as successive periodic sums shall mature under this Lease, and it is further agreed that

failure to include in any suit any sum or sums then matured shall not be a bar to the maintenance of any suit or action for the recovering of said sum or sums so omitted.

12. INSURANCE / INDEMNITY:

A. "Bodily Injuries and Property Damage": Tenant shall at all times during the term hereof keep in effect in responsible companies liability insurance in the names of and for the benefit of Tenant and Landlord with minimum limits as follows:

Bodily Injury and Property Damages\$ 1,000,000.00 per occurrence
\$ 2,000,000.00 aggregate

Such insurance may, at Tenant's election, be carried under any general blanket coverage of Tenant. A renewal policy shall be procured not less than ten (10) days prior to the expiration of any policy. Each original policy or a certified copy thereof, or a satisfactory certificate of the insurer evidencing insurance carried with proof of payment of the premium shall be deposited with Landlord. The limits of said insurance shall not, however, limit the liability of Tenant hereunder. In the event that the Demised Premises constitute a part of a larger property said insurance shall have a Landlord's Protective Liability endorsement attached thereto. If Tenant shall fail to procure and maintain said insurance Landlord may, but shall not be required to, procure and maintain the same, but at the expense of Tenant. Tenant shall have the right to settle and adjust all liability claims against the insuring companies, but without subjecting Landlord to any liability or obligation.

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 Demised 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, the amount of any increase in premiums for the insurance required under this Paragraph 15(b) over and above such premiums paid by Landlord during the first full year of the term of this Lease in which Landlord shall have maintained the insurance required under this Paragraph 15(b), whether such premium increase shall be the result of the nature of Tenant's occupancy, any act or omission of Tenant, requirements of the holder of a mortgage or deed of trust covering the Demised Premises, or increased valuation of the Demised Premises. Tenant shall pay any such premium increases to Landlord within thirty (30) days after receipt by Tenant of a copy of the premium statement or other satisfactory evidence of the amount due. If the insurance policies maintained hereunder cover other improvements in addition to the Demised Premises, Landlord shall also deliver to Tenant a statement of the amount of such increase attributable to the Demised Premises and showing in reasonable detail the manner in which such amount was computed. If the term of this Lease shall not expire concurrently with the expiration of the period covered by such insurance, Tenant's liability for premium increases shall be prorated on an annual basis. If the Demised Premises are less than the total property the base pro rata share shall be the same as in Section 8 (Taxes).

C. "Insurance Policies": Insurance required hereunder shall be in companies rated A or better in "Best's Insurance Guide." Tenant shall deliver to Landlord copies of policies of liability insurance required under Paragraph 15(a) or certificates evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to Landlord. No such policy shall be cancelable or subject to reduction of coverage or other modification except after ten (10) days' prior written notice to Landlord. Tenant shall, within ten (10) days prior to the expiration of such policies, furnish Landlord with renewals or "binders" thereof, or Landlord may order such insurance and charge the cost thereof to Tenant, which amount shall be payable by Tenant upon demand. Tenant shall not do or permit to be done anything which will invalidate the insurance policies referred to in Paragraphs 15(a) and (b).

D. "Waiver of Subrogation": Tenant and Landlord each hereby waives any and all rights of recovery against the other, or against the officers, employees, agents and representatives of the other, for loss of or damage to such waiving party or its property or the property of others under its control, where such loss or damage is insured against under any insurance policy in force at the time of such loss or damage. Tenant and Landlord shall, upon obtaining the policies of insurance required hereunder, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

E. "Indemnity": Tenant shall indemnify and hold harmless Landlord from and against any and all claims arising from Tenant's use of the Demised Premises, or from any activity, work or things done, permitted or suffered by Tenant in or about the Demised Premises or elsewhere and shall further indemnify and hold harmless Landlord from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any negligence of the Tenant, or any of Tenant's agents, contractors, or employees, and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against Landlord by reason of any such claim. Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons, in, upon or about the Demised Premises arising from any cause and Tenant hereby waives all claims in respect thereof against Landlord.

F. "Exemption of Landlord from Liability": Tenant hereby agrees that Landlord shall not be liable for injury to Tenant's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of Tenant, Tenant's employees, invitees, customers, or any other person in or about the Demised Premises, nor shall Landlord be liable for injury to the person of Tenant, Tenant's employees, agents or contractors, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether the said damage or injury results from conditions arising upon the Demised Premises or

upon other portions of the building of which the Demised Premises are a part, or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Tenant. Landlord shall not be liable for any damages arising from any act or neglect of any other tenant, if any, of the building in which the Demised Premises are located.

13. **DAMAGE OR DESTRUCTION BY FIRE OR OTHER CASUALTY:** If the Demised Premises or any part thereof shall be substantially damaged or destroyed by fire or other casualty, Landlord shall promptly repair all such damage and restore the Demised Premises without expense to Tenant, subject to delays due to adjustment of insurance claims, strikes and other causes beyond Landlord's control. If such damage or destruction shall render the Demised Premises untenable in whole or in part, the rent shall be abated wholly or proportionally as the case may be until the damage shall be repaired and the Demised Premises restored. If the damage or destruction shall be so extensive as to require the substantial rebuilding (i.e., expenditure of fifty (50%) percent or more of replacement cost) of the building or buildings of which the Demised Premises are part, Landlord or Tenant may elect to terminate this Lease by written notice to the other given within thirty (30) days after the occurrence of such damage or destruction, unless the Landlord has contracted for or begun reconstruction. If it is anticipated that said rebuilding will take in excess of ninety (90) days, Landlord shall notify Tenant and Tenant shall be given the option of canceling said Lease within five (5) working days of said notification or Landlord may rebuild or contract for said rebuilding of which the Demised Premises are a part.

Landlord and Tenant hereby release each other from liability for loss or damage occurring on or to the Demised Premises or the premises of which they are a part or to the contents of either thereof, caused by fire or other hazards ordinarily covered by fire and extended coverage insurance policies and each waives all rights of recovery against the other for such loss or damage. Willful misconduct lawfully attributable to either party, whether in whole or in part a contributing cause of the casualty giving rise to the loss or damage, shall not be excused under the foregoing release and waiver. Landlord hereby agrees to keep the building insured against fire and other perils normally covered by fire and extended coverage.

14. **HOLDOVER:** Should Tenant remain in possession of the Demised Premises or any part thereof after the expiration of the term of this Lease, such holding over shall, unless otherwise agreed in writing, constitute a month to month tenancy only, and Tenant shall pay as monthly rental one and one half (1 1/2) times the monthly rental assessed during the last month of the term of this Agreement. Tenant agrees to give Landlord thirty (30) days prior written notice of Tenant's intent to vacate the Demised Premises. Landlord may terminate the month to month tenancy by providing Tenant thirty (30) days prior written notice.

15. **DEFAULT OF LANDLORD:** If at any time during the term hereof Landlord shall default in any of its obligations under this Lease, Tenant may give the written notice to Landlord of its intention to terminate the lease, together with a statement of the nature of such default, and such termination shall become effective on the thirtieth (30th) day after the date of such notice unless (a) such default shall be cured within thirty (30) days after such a notice or (b) if the default is of such nature that it cannot be cured within such period, the necessary steps to cure such default are duly taken within such period and are thereafter diligently pursued.

16. **CONDEMNATION:** In the event any part of the Demised Premises shall be taken or condemned at any time during the term hereof through the exercise of power of eminent domain, with or without litigation, and Tenant shall determine that the remaining portion of the Demised Premises are not reasonably suitable for its use and occupation, Tenant may, by giving notice to Landlord within sixty (60) days after the date of such taking or condemnation, terminate this Lease as of a date (to be set forth in said notice) not earlier than thirty (30) days after the date of the notice, and Landlord shall refund any unearned rent paid in advance by Tenant. If Tenant does not terminate this Lease as provided above, this Lease shall continue in force as to the remaining portion of the Demised Premises and in such event the monthly rental thereafter payable by Tenant hereunder shall be adjusted and prorated in the exact ratio which the value of the Demised Premises after such taking or condemnation bears to the value of the Demised Premises immediately preceding the condemnation, and Landlord shall, at its own expense, make any repairs or alterations to said Demised Premises which may be necessary to restore the Demised Premises, in so far as possible, to their condition prior to the taking or condemnation.

In the event of the taking or condemnation of all or any portion of the Demised Premises if the Landlord and/or Tenant terminates the lease as provided above, Landlord and Tenant shall together pursue the claim against the condemning or taking authority for the value of the property taken or condemned and Tenant shall receive from the condemnation award the value of its improvements, if any, so taken; Tenant shall receive no other part of the condemnation award. If the lease is not terminated, Landlord shall receive the entire award in the condemnation proceeding.

In the event any part of the Demised Premises shall be taken or condemned at any time during the term hereof through the exercise of such power of eminent domain, with or without litigation, and the remainder of the Demised Premises shall not, in the opinion of the Landlord, constitute an economically feasible operating unit, Landlord may, by giving written notice to the Tenant within sixty (60) days after the date of such taking or condemnation, terminate this Lease as of a date (to be set forth in said notice) not earlier than thirty (30) days after the date of the notice. Rent shall be apportioned as of the termination date.

17. **QUIET ENJOYMENT:** If and so long as Tenant pays the rents reserved by this Lease and performs and observes all the covenants and provisions hereof, Tenant shall quietly enjoy the Demised Premises, subject, however, to the terms of this Lease, and Landlord will warrant and defend Tenant in the enjoyment and peaceful possession of the Demised Premises throughout the term of this Lease.

18. **NOTICES:** Any notice, demand or other instrument or written communication required or permitted to be given, served, made or delivered hereunder may be given, served, made or delivered by mailing the same by certified mail in a sealed envelope postage prepaid, and addressed as follows:

To the Landlord at the following address:

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

To the Tenant at the following address:

Main Street Technologies
1401 Main Street, Suite 670
Columbia, SC 29201

Any such notice, demand or other instrument or written communication mailed as above provided shall be deemed to have been given, served, made or delivered at the time that it was placed in the mail with sufficient postage attached.

19. **SIGNS AND BUILDING DIRECTORY:** No signs of any type shall be installed at or in any place on the building of which the Demised Premises are a part or on the exterior of the Demised Premises without prior written approval and consent of Landlord. Landlord may, at its option, install and maintain a building directory and reserves the right to limit the number of listings on such directory.

20. **RULES AND REGULATIONS:** Landlord may from time to time publicize such rules and regulations in writing which it may consider necessary and in the best interest of the building of which the Demised Premises are a part. Tenant agrees to abide by such rules and regulations so long as they do not unreasonably interfere with Tenant's use and occupancy of the Demised Premises.

21. **SURRENDER OF DEMISED PREMISES:** Tenant agrees to turn over all keys and to surrender the Demised Premises at the expiration or sooner termination of this Lease or any extensions thereof, broom-clean and in the same condition as when delivered to Tenant or as altered, pursuant to the provisions of this Lease, ordinary wear and tear and damage by the elements excepted, and Tenant shall remove all of its property. Tenant agrees to pay a reasonable cleaning charge should it be necessary for Landlord to restore or cause to be restored the Demised Premises to the same condition as when delivered to Tenant.

22. **RIGHTS OF SUCCESSORS AND ASSIGNS:** The covenants and agreements contained in the within lease shall apply to, inure to the benefit of, and be binding upon the parties hereto, their heirs, successors, distributees, executors, administrators, legal representatives, and assigns and upon their respective successors in interest, except as expressly otherwise hereinabove provided.

23. **COMMISSIONS:** N/A

24. **SECURITY DEPOSIT:** As security for the faithful performance by Tenant of all of the terms and conditions of this Lease on Tenant's part to be performed, Tenant has deposited with Landlord the sum of n/a Dollars. Such amount shall be returned to Tenant, without interest, within thirty (30) days after the day set forth for the expiration or sooner termination of the term herein if Tenant has fully and faithfully carried out all of the terms, covenants, and conditions of this Lease on its part to be performed. Landlord shall have the right to apply any part of said deposit to cure any default of Tenant, including but not limited to damages and payment of rent. The application of the deposit shall be at the sole discretion of Landlord. It is expressly understood that this remedy is in addition to all other remedies vested in Landlord.

In the event of a sale of the building of which the Demised Premises are a part or lease of the land on which it stands subject to this Lease, Landlord shall have the right to transfer the security to the purchaser and Landlord and his Agent shall be released by Tenant from all liability for the return of such security and Tenant shall look to the new landlord solely for the return of said security. It is agreed that this provision shall apply to every transfer or assignment made of the security to a new landlord. The security deposited under this Lease shall not be mortgaged, assigned, or encumbered by Tenant without the written consent of Landlord. In the event of any authorized assignment of this Lease by Tenant the said security deposit shall be deemed to be held by the Landlord as a deposit made by the assignee and Landlord shall have no further liability with respect to the return of said security to Tenant.

25. **CONDITION OF THE DEMISED PREMISES:** Tenant has inspected and accepts the Demised Premises in the same condition they are in at the time of commencement of the term of this Lease.

26. **FAILURE TO PERFORM COVENANT:** Any failure on the part of either party to this Lease to perform any obligation hereunder, and any delay in doing any act required hereby shall be excused if such failure or delay is caused by any strike, lockout, governmental restriction or any other similar cause beyond the control of the party so failing to perform, to the extent and for the period that such continues, save and except that the provisions of this paragraph shall not excuse a non-payment of rent or other sums due hereunder on its due date.

27. **CONSTRUCTION OF LEASE:** The word "Landlord" as used herein shall refer to the individual, individuals, partnership or corporation called "Landlord" at the commencement of this Lease, and the word "Tenant"

shall likewise refer to the individual, individuals, partnership, or corporation called "Tenant" at the commencement of this Lease. Words of any gender used in this Lease shall be held to include any other gender, and words in the singular number shall be held to include the plural when the sense requires.

28. **SUBMISSION OF DOCUMENT:** The submission of this document for examination does not constitute an option or offer to lease the Demised Premises. This document shall have no binding effect on the parties unless executed by the Landlord and the Tenant and a fully executed copy is delivered to the Tenant.

29. **ADDITIONAL PROVISIONS:** Insofar as the following provisions conflict with any other provision of this Lease, the following shall control:

	<u>Rate</u>	<u>Monthly</u>	<u>Yearly</u>
1/1/2022- 2/28/2022	\$0.00		
3/1/2022 -12/31/2022	\$20.00 PSF	\$8,523.33	\$ 85,233.30
1/1/2023-12/31/2023	\$20.50 PSF	\$8,736.42	\$104,837.00
1/1/2024-12/31/2024	\$21.00 PSF	\$8,949.50	\$107,394.00
1/1/2025-12/31/2025	\$21.50 PSF	\$9,162.58	\$109,951.00
1/1/2026-12/31/2026	\$22.00 PSF	\$9,375.67	\$112,508.00

Option 1

1/1/2027-12/31/2027	\$22.00 PSF	\$9,375.67	\$112,508.00
1/1/2028-12/31/2028	\$22.50 PSF	\$9,588.75	\$115,065.00
1/1/2029-12/31/2029	\$23.00 PSF	\$9,801.83	\$117,622.00

Option 2

1/1/2030-12/31/2030	\$23.00 PSF	\$9,801.83	\$117,622.00
1/1/2031-12/31/2031	\$23.50 PSF	\$10,014.92	\$120,179.00
1/1/2032-12/31/2032	\$24.00 PSF	\$10,228.00	\$122,736.00

- 1. Tenant will have two 3year options as outline above. Tenant will give Landlord at least 12 months notice in advance of expiration date of lease.
- 2. City of Columbia IT Division Data Center will have space for its Data Center as outlined in Exhibit B.
- 3. City of Columbia IT Division Data Center will be metered and billed monthly to reimburse tenant for its share of power consumption.
- 4. Landlord will pay Tenant \$420,000.00 within 30 days of signing to decommission 10,000 Sq. Ft. +/- of Data Center space per Exhibit C.
- 5. Tenant will lease from landlord (2 Meg) generator in rear of building for \$1.00 per year. Tenant will be responsible for regular monthly maintenance of generator during its term of the lease.
- 6. Tenant has the right to use building existing HVAC systems to support the tenant’s CRAC units.
- 7. Tenant will have no obligation when lease expires or any extension thereof to do any construction or renovation to the suite. Tenant will give keys to the landlord and have no further obligations.
- 8. Tenant will have 2 parking spaces in surface lot between the building and Assembly Street, at no cost to tenant.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

WITNESS:

LANDLORD: City of Columbia

By: _____

Its: _____

Date: _____

APPROVED AS TO FORM

Legal Department City of Columbia, SC
1/14/2022

WITNESS:

TENANT: Main Street Technologies, LLC.

By: _____

Its: _____

Date: _____

FINISH SCHEDULE

ITEM #	DESCRIPTION	FLOOR	BASE	WALLS			CEILING	CLD. TYPE	NOTES
				N	O	E	U		
101	ACROUSTIC CEILING	P-1	B-1	P-1	P-1	P-1	P-1	NOISE	PROLIFERATION RESISTANT
102	ACROUSTIC CEILING	P-1	B-1	P-1	P-1	P-1	P-1	NOISE	PROLIFERATION RESISTANT, 1/2" Gypsum Board
103	ACROUSTIC CEILING	P-1	B-1	P-1	P-1	P-1	P-1	NOISE	PROLIFERATION RESISTANT, 1/2" Gypsum Board
104	ACROUSTIC CEILING	P-1	B-1	P-1	P-1	P-1	P-1	NOISE	PROLIFERATION RESISTANT, 1/2" Gypsum Board
105	ACROUSTIC CEILING	P-1	B-1	P-1	P-1	P-1	P-1	NOISE	PROLIFERATION RESISTANT, 1/2" Gypsum Board
106	ACROUSTIC CEILING	P-1	B-1	P-1	P-1	P-1	P-1	NOISE	PROLIFERATION RESISTANT, 1/2" Gypsum Board
107	ACROUSTIC CEILING	P-1	B-1	P-1	P-1	P-1	P-1	NOISE	PROLIFERATION RESISTANT, 1/2" Gypsum Board
108	ACROUSTIC CEILING	P-1	B-1	P-1	P-1	P-1	P-1	NOISE	PROLIFERATION RESISTANT, 1/2" Gypsum Board
109	ACROUSTIC CEILING	P-1	B-1	P-1	P-1	P-1	P-1	NOISE	PROLIFERATION RESISTANT, 1/2" Gypsum Board
110	ACROUSTIC CEILING	P-1	B-1	P-1	P-1	P-1	P-1	NOISE	PROLIFERATION RESISTANT, 1/2" Gypsum Board
111	ACROUSTIC CEILING	P-1	B-1	P-1	P-1	P-1	P-1	NOISE	PROLIFERATION RESISTANT, 1/2" Gypsum Board
112	ACROUSTIC CEILING	P-1	B-1	P-1	P-1	P-1	P-1	NOISE	PROLIFERATION RESISTANT, 1/2" Gypsum Board
113	ACROUSTIC CEILING	P-1	B-1	P-1	P-1	P-1	P-1	NOISE	PROLIFERATION RESISTANT, 1/2" Gypsum Board
114	ACROUSTIC CEILING	P-1	B-1	P-1	P-1	P-1	P-1	NOISE	PROLIFERATION RESISTANT, 1/2" Gypsum Board
115	ACROUSTIC CEILING	P-1	B-1	P-1	P-1	P-1	P-1	NOISE	PROLIFERATION RESISTANT, 1/2" Gypsum Board
116	ACROUSTIC CEILING	P-1	B-1	P-1	P-1	P-1	P-1	NOISE	PROLIFERATION RESISTANT, 1/2" Gypsum Board
117	ACROUSTIC CEILING	P-1	B-1	P-1	P-1	P-1	P-1	NOISE	PROLIFERATION RESISTANT, 1/2" Gypsum Board
118	ACROUSTIC CEILING	P-1	B-1	P-1	P-1	P-1	P-1	NOISE	PROLIFERATION RESISTANT, 1/2" Gypsum Board
119	ACROUSTIC CEILING	P-1	B-1	P-1	P-1	P-1	P-1	NOISE	PROLIFERATION RESISTANT, 1/2" Gypsum Board
120	ACROUSTIC CEILING	P-1	B-1	P-1	P-1	P-1	P-1	NOISE	PROLIFERATION RESISTANT, 1/2" Gypsum Board

FINISH NOTES:
 C-1 PAINT EXPOSED STRUCTURE ABOVE
 COLOR SELECTED BY OWNER
 B-1 4" VENTS BASE
 P-1 PAINT NEW WALLS BY 3 COATS LATEX PAINT
 COLOR SELECTED BY OWNER
 P-2 WALLS COLOR TO MATCH EXISTING
 X EXISTING FINISH REMAINS

WALL TYPE

SOFFIT DETAIL

SEE DETAIL 101

WASHINGTON STREET

SECOND LEVEL PLAN
 MADE BY 101

[illegible]

RESOLUTION NO.: R-2022-004

Authorizing the City Manager to execute Easement Agreements between Bright Meyers Ft. Jackson, LLC and Katz Rosewood, LLC and the City of Columbia for storm drainage improvements along Gills Creek, located at 4717 Devine Street, TMS # 13814-02-11 and 4400 Jackson Boulevard, TMS #13814-02-06 (portion)

BE IT RESOLVED by the Mayor and City Council this _____ day of _____ 2022, that the City Manager is authorized to execute the attached Easement Agreements between Bright Meyers Ft. Jackson, LLC and Katz Rosewood, LLC and the City of Columbia for storm drainage improvements along Gills Creek, located at 4717 Devine Street, TMS # 13814-02-11 and 4400 Jackson Boulevard, TMS #13814-02-06 (portion), or on a form approved by the City Attorney, for the terms and conditions therein contained.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

STATE OF SOUTH CAROLINA)
 COUNTY OF RICHLAND)

EASEMENT AGREEMENT

For and in consideration of the sum of One (\$1.00) Dollar, each to the other paid, the receipt of which is hereby acknowledged, **BRIGHT-MEYERS FT. JACKSON. LLC AND KATZ ROSEWOOD, LLC** (also hereinafter singularly and collectively referred to as “Grantor”) do hereby grant unto the said **CITY OF COLUMBIA** (also hereinafter referred to as “Grantee”), its successors and assigns, a non-exclusive permanent easement **(I) variable (12’ to 16’) feet in width, (II) variable (19’ to 16’ to 30’) feet in width, (III) variable (13’ to 9’ to 20’) feet in width, and (IV) variable (25’ to 81’) feet in width,** together with the right of ingress and egress at all times for the purpose of constructing, repairing, operating, reconstructing and maintaining stream bank landscaping and **storm water drainage improvements** and for stream restoration and maintenance and with the right to remove shrubbery, trees and other growth from the easement and construction areas provided that the property will be restored as nearly as practicable to its original condition upon completion of the construction in accordance with the project restoration plan as described in the Easement Conditions attached hereto and made a part hereof as **Exhibit “C”** (the “Easement Conditions”) herein; said easement to run through the herein-described property situate, lying and being:

In the State of South Carolina, County of Richland, in the City of Columbia, being a portion of Gills Creek located on property of 4400 Fort Jackson Boulevard, Columbia, South Carolina 29209, and being further identified as a portion of Richland County tax map number 13814-02-06, as shown on tax maps prepared by the office of the Richland County Tax Assessor, 2021 Edition.

(I) Exhibit 3A

A permanent, non-exclusive easement for storm drainage improvements along Gills Creek, variable (12’ to 16’) feet in width and having the following perimeter measurements: beginning on the common boundary of the northwestern property line of Richland County TMS #13814-02-11, n/f Bright-Meyers Ft. Jackson; LLC, et al, and the southeastern property line of the subject

APPROVED AS TO FORM

Legal Department City of Columbia, SC
 4/28/2021

property, three and ninety-nine hundredths (3.99) feet southwest of the northernmost property iron on the northwestern property line of said TMS #13814-02-11; thence extending therefrom S87°10'58"W along the common boundary of the northwestern property line of said TMS #13814-02-11 and the southeastern property line of the subject property within Gills Creek, for a distance of sixteen (16) feet to a point located on the common boundary of the northwestern property line of said TMS #13814-02-11 and the southeastern property line of the subject property; thence turning and extending therefrom in a general northeasterly direction along the "Ordinary High Water Line" of Gills Creek, for a distance of ninety-eight (98) feet to a point; thence turning and extending therefrom S69°41'27"E along the southwestern boundary of the Crowson Road entrance bridge, for a distance of twelve (12) feet to a point; thence turning and extending therefrom S22°04'43"W along the subject property, for a distance of twenty and sixty-three hundredths (20.63) feet to a point; thence turning and extending therefrom S14°11'45"W along the subject property, generally along the "Top of Bank (TOB)" of Gills Creek, for a distance of three and thirty-six hundredths (3.36) feet to a point; thence turning and extending therefrom S20°52'00"W along the subject property, generally along the "Top of Bank (TOB)" of Gills Creek, for a distance of sixty-four and seventy-seven hundredths (64.77) feet to a point; thence turning and extending therefrom S01°03'27"W along the subject property, generally along the "Top of Bank (TOB)" of Gills Creek, for a distance of three and thirty-nine hundredths (3.39) feet to intersect the southeastern property line of the subject property, three and ninety-nine hundredths (3.99) feet southwest of the northernmost property iron on the northwestern property line of said TMS #13814-02-11, also being the point of beginning; thence terminating.

Also a temporary construction easement as shown on Exhibit "A", attached hereto (the "Temporary Construction Easement Area"), said Temporary Easement shall expire upon the completion of the construction of the Project subject to resurrection upon circumstances posing a danger to health or safety.

(II) Exhibit 3A

Also, a permanent, non-exclusive easement for storm drainage improvements along Gills Creek, variable (19' to 16' to 30') feet in width and having the following perimeter measurements: beginning on the common boundary of the northeastern property line of Richland County TMS #13714-02-09, n/f UMA, LLC and the southwestern property line of the subject property, fifteen and one hundredth (15.01) feet southeast of the northwestern property corner of said TMS #13714-02-09; thence extending therefrom S43°22'48"E along the common boundary of the northeastern property line of said TMS #13714-02-09 and the southwestern property line of the subject property, within Gills Creek, for a distance of thirty (30) feet to a point located on the common boundary of the northeastern property line of said TMS #13714-02-09 and the southwestern property line of the subject property; thence turning and extending therefrom in a northeasterly direction along the "Ordinary High Water Line" of Gills Creek, for a distance of one hundred three (103) feet to a point at the southwestern boundary of the Crowson Road entrance bridge; thence turning and extending therefrom N69°41'27"W along the southwestern boundary of the Crowson Road entrance bridge, for a distance of nineteen (19) feet to a point; thence turning and extending therefrom S21°07'40"W along the subject property within Gills Creek, for a distance of seventy-three and seventy-two hundredths (73.72) feet to a point; thence turning and extending therefrom S46°56'53"W along the subject property within Gills Creek, for a distance of eighteen and twenty-two hundredths (18.22) feet to intersect the southwestern property line of the subject property,

fifteen and one hundredth (15.01) feet southeast of the northwestern property corner of said TMS #13714-02-09, also being the point of beginning; thence terminating.

(III) Exhibit 3A and 3B

Also, a permanent non-exclusive easement for storm drainage improvements along Gills Creek, variable (13' to 9' to 20') feet in width and having the following perimeter measurements: beginning on the subject property on the northeastern boundary of the Crowson Road entrance bridge within Gills Creek approximately one hundred thirteen (113) feet northeast of the northwestern property corner of Richland County TMS #13814-02-11, n/f Bright-Meyers Ft. Jackson, LLC, et al, and extending therefrom N69°38'39"W along the subject property and northeastern boundary of the Crowson Road entrance bridge within Gills Creek, for a distance of twenty (20) feet to a point; thence turning and extending therefrom in a northeasterly direction along the "Ordinary High Water Line", for a distance of four hundred thirty-seven (437) feet to a point located on the subject property approximately one hundred forty-nine (149) feet east of the northwestern property corner of the subject property; thence turning and extending therefrom S49°50'53"E along the subject property within Gills Creek, for a distance of thirteen (13) feet to a point; thence turning and extending therefrom S36°45'38"W along the subject property generally parallel to the "Top of Bank (TOB)" of Gills Creek, for a distance of one hundred ten and eighty-one hundredths (110.81) feet to a point; thence turning and extending therefrom S30°45'56"W along the subject property along the "Top of Bank (TOB)" of Gills Creek, for a distance of ninety and eighty-six hundredths (90.86) feet to a point; thence turning and extending therefrom S22°37'30"W along the subject property along the "Top of Bank (TOB)" of Gills Creek, for a distance of two hundred thirty-seven and five tenths (237.5) feet to a point on the northeastern boundary of the Crowson Road entrance bridge within Gills Creek approximately one hundred thirteen (113) feet northeast of the northwestern property corner of said TMS #13814-02-11, also being the point of beginning; thence terminating.

(IV) Exhibit 3A and 3B

Also, a permanent, non-exclusive easement for storm drainage improvements along Gills Creek, variable (25' to 81') feet in width and having the following perimeter measurements: beginning on the subject property on the northeastern boundary of the Crowson Road entrance bridge approximately one hundred seven (107) feet northeast of the northwestern property corner of Richland County TMS #13714-02-09, n/f UMA, LLC; thence extending therefrom S69°38'39"E along the subject property within Gills Creek and the northeastern boundary of the Crowson Road entrance bridge, for a distance of twenty-five (25) feet to a point along the northeastern boundary of the Crowson Road entrance bridge; thence turning and extending therefrom in a northeasterly direction along the "Ordinary High Water Line" of Gills Creek, for a distance of four hundred nine (409) feet to intersect the northwestern property line of the subject property approximately eighty-nine (89) feet southeast of the northwestern property corner of the subject property; thence turning and extending therefrom S76°29'55"W along the common boundary of the northwestern property line of the subject property and the southeastern right-of-way of Fort Jackson Boulevard Bridge (S-40-706), for a distance of thirty-three (33) feet to intersect the innermost northwestern property corner of the subject property; thence turning and extending therefrom N13°20'16"W along the common boundary of the northeastern property line of the subject property and the southwestern right-of-way of Fort Jackson Boulevard Bridge, for a distance of thirty-four and ninety-four hundredths (34.94) feet to intersect the easternmost/northwestern property corner of the subject property; thence turning and extending

therefrom S76°40'03"W along the common boundary of the northwestern property line of the subject property and the southeastern right-of-way of Fort Jackson Boulevard, for a distance of forty-one and fifty-four hundredths (41.54) feet to a point located on the common boundary of the northwestern property line of the subject property and the southeastern right-of-way of Fort Jackson Boulevard, eighteen and nineteen hundredths (18.190 feet northeast of the northwestern property corner of the subject property; thence turning and extending therefrom S21°07'40"W along the subject property, for a distance of four hundred twenty-five and forty-seven hundredths (425.47) feet to intersect the northeastern boundary of the Crowson Road entrance bridge approximately one hundred seven (107) feet northeast of the northwestern property corner of said TMS #13714-02-09, also being the point of beginning; thence terminating.

Be all measurements a little more or less.

This easement being more clearly shown and delineated on an easement exhibit for Storm Drainage Improvements along Gills Creek, CIP #SD8489-01, exhibits 3A and 3B of 3, dated February 17, 2021, prepared by Wildlands Engineering, Inc., for the City of Columbia, South Carolina and being on file in the office of the Department of Engineering, City of Columbia, South Carolina under CF#250-526 (the "Project").

Copies of said easement drawings being attached hereto and made a part hereof as Exhibit "A".

EASEMENT CONDITION:

The City of Columbia agrees to adheres to the restoration plans for the subject property which are more clearly shown on the project construction plans, Demolition Plan and Planting Plans, being attached hereto and made a part hereof as Exhibit "B" and further agrees to be bound by the terms, covenants and conditions of this Easement Agreement.

(HG)

EASEMENT #3 of 3

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

TO HAVE AND TO HOLD the aforesaid rights to the Grantee, its successors and assigns, as aforesaid, forever.

And the Grantor does hereby bind the Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the said premises unto the Grantee, its successors and assigns against the Grantor and Grantor's successors and assigns and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS the hand and seal of the Grantor by the undersigned this ____ day of _____, 2021.

WITNESSES:

BRIGHT-MEYERS FT. JACKSON, LLC

By: _____
(Signature)

Name: _____
(Print Name)

Title: _____
(Print Title)

STATE OF _____

ACKNOWLEDGEMENT

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by _____
(Name and Title of Officer)

of _____ on behalf of the Bright-Meyers Ft. Jackson, LLC.
(City and State)

NOTARY PUBLIC FOR: _____
(State)

MY COMMISSION EXPIRES: _____
(Date)

WITNESS the hand and seal of the Grantor by the undersigned this ____ day of _____, 2021.

WITNESSES:

KATZ ROSEWOOD, LLC

By: _____
(Signature)

Name: _____
(Print Name)

Title: _____
(Print Title)

STATE OF SOUTH CAROLINA)

ACKNOWLEDGEMENT

COUNTY OF RICHLAND)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by _____
(Name and Title of Officer)

of _____ on behalf of Katz Rosewood, LLC.
(City and State)

NOTARY PUBLIC FOR: _____
(State)

MY COMMISSION EXPIRES: _____
(Date)

WITNESS the hand and seal of the Grantee by the undersigned this ____ day of _____, 2021.

WITNESSES:

CITY OF COLUMBIA, SOUTH CAROLINA
a South Carolina municipal corporation

By: _____
 (Signature)

Name: Teresa Wilson _____
 (Print Name)

Title: City Manager _____
 (Print Title)

STATE OF _____

ACKNOWLEDGEMENT

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by _____
 (Name and Title of Officer)

of _____ on behalf of the City of Columbia, South Carolina.
 (City and State)

 NOTARY PUBLIC FOR: _____
 (State)

MY COMMISSION EXPIRES: _____
 (Date)

ATTORNEY CERTIFICATION

I, JEFFREY W. GUILD, an attorney licensed to practice in the State of Tennessee, do hereby certify that I supervised the execution of the attached Easement Agreement for Storm Drainage Improvements along Gills Creek, with BRIGHT-MEYERS FT. JACKSON, LLC, as Grantor and the CITY OF COLUMBIA, as Grantee this ____ day of _____, 2021.

TNBPR#:

State Bar Number: 005272

ATTORNEY CERTIFICATION

I, JEFFREY W. GUILD, an attorney licensed to practice in the State of Tennessee, do hereby certify that I supervised the execution of the attached Easement Agreement for Storm Drainage Improvements along Gills Creek, with KATZ ROSEWOOD, LLC, as Grantor and the CITY OF COLUMBIA, as Grantee this ____ day of _____, 2021.

TNBPR#:

State Bar Number: 005272

EXHIBIT “A”

EXHIBIT “B”

EXHIBIT “C”

Easement to City of Columbia

Easement Conditions

Bright-Meyers Ft. Jackson, LLC and Katz Rosewood, LLC

1. – EASEMENT CONDITIONS:

- A. The City agrees that the permanent maintenance easement granted herein is to be consistent with the approved plans; CIP Project# SD8489-01; Storm Drainage Improvements along Gills Creek, including stream restoration, rehabilitation and maintenance. The City further agrees to adhere to the restoration plans for the subject property which are more clearly shown on the project being attached hereto and made a part hereof as (collectively the “Plans”) Exhibit “B”.
- B. The City shall not disturb or have any rights to any other portions of the subject property outside of the new “Permanent Maintenance Easement” areas and Temporary Construction Easement Area.
- C. The City, through its contractor, will install construction safety fencing in accordance with the Plans along the disturbed portion of the parking lot during construction. The City shall promptly make all repairs to damaged areas of the Property including the bridge and parking lot that is subject to this Easement in accordance with the terms of this Easement.

2. – CONSTRUCTION PERIOD:

- D. The initial construction of the Storm Drainage Improvements along Gills Creek shall not be constructed between October 1st and January 15th of any year. The City shall diligently pursue the completion of all Storm Drainage Improvements within ninety (90) days of the commencement of construction.

3. – MAINTENANCE:

- E. The City or Grantor, their successors and assigns, shall have the right to cut away and keep clear the Permanent Maintenance Easement area from any and all vegetation that might, in the opinion of either the City or Grantor endanger or injure any improvements located within the Permanent Easement Area or interfere with their proper operation or maintenance, or to improve the aesthetic appearance of Grantor’s Property as necessary to comply with all laws and ordinances, or materially obstruct or interfere with the visibility of Grantor’s Property.
- F. Either City or Grantor, their successors and/or assigns, shall have the right, but not the obligation, to cut, fell and remove any and all trees located upon the area within the Permanent Maintenance Easement Area that, in the opinion of either the City or Grantor, may create a danger or injury to the improvements or watershed located within the Permanent Maintenance Easement Area, or materially obstruct or interfere with the visibility of Grantor’s Property.

- G. To keep maintenance to a minimum, the City herein shall be responsible for long-term inspection and Best Management Practices (BMP) along Gills Creek on the subject property including, but not limited to landscaping, streambank erosion and washouts and any other related repairs.
- H. The City or its contractor shall be responsible for replacement of dead or diseased plant material at the end of the one-year warranty period commencing upon completion of planting according to the approved planting schedule.

4. – LIABILITY:

- I. The City shall be solely responsible to the extent permitted by the laws of the State of South Carolina for any loss, injury or damages to persons or property, actions or causes of action or other matters of any nature arising from or related to the City's actions, inactions, activities or negligence arising from or related to the City's use, construction or alteration of the Permanent Maintenance Easement Area and Temporary Construction Easement Area and from any loss or damage resulting from the use of the of the Permanent Maintenance Easement Area pursuant to this Agreement.
- J. The City shall not be liable for activities or uses within the Permanent Maintenance Easement Area or Temporary Easement area engaged in by Grantor, its successors and assigns, and/or its contractors, agents, employees and invitees or anyone else entering the Property by, through or under the express or implied invitation of Grantor, its successors and assigns.

5. – ACCESS

- K. The City, its successors and assigns, shall have a right of ingress to and egress from the Permanent Maintenance Easement Area across the Grantor's Property as reasonably required in the exercise of easement rights granted herein; any access to Grantor's Property by the City shall not interfere with Grantor's business activities thereon.

6. – WAIVER:

- L. Grantor's or City's failure to exercise any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time and from time to time to exercise any or all of same.

7. – OTHER MATTERS:

- M. The payment and privileges above specified are hereby accepted in full settlement of all claims and damages of whatever nature for the granting of this easement as of the date.
- N. The right of Grantor, its successors and assigns, of prior approval of the various matters and of the uses described herein shall not be unreasonably exercised, and Grantor, its successors and assigns, will, in good faith, review and respond to the City's requested uses in a timely manner.

- O. In no event shall the Permanent Maintenance Easement Area herein granted allow the general public to park or gather on Grantor's property to access the Permanent Maintenance Easement Area.
- P. This Easement is made subject to all existing and future leases on Grantor's Property, easements, conditions, and restrictions of record, including matters appearing on plats of record. The easement rights granted herein are expressly agreed to be commercial in nature. All rights, terms and covenants set forth herein shall run with the land of the Grantor and shall be binding upon and inure to the benefit of the Grantor and its successors and assigns, as well as binding upon and inure to the benefit of the City. The City acknowledges and agrees that it will not be released or relieved from the obligations and covenants imposed upon the City as Grantee by the terms of the Easement following any conveyance of its rights under the Easement to any successor or assignee.
- Q. The City shall be responsible for any damage to the Grantor's Property, including but not limited to, the bridge or parking lot located on Grantor's Property by the City resulting from or caused by the use or exercise of any of the rights, granted by the Easement.

8. – Exclusive Dispute Resolution:

- R. Exclusive Dispute Resolution Mechanism. The parties shall resolve any dispute, controversy, or claim arising out of or relating to this Easement Agreement, or the breach, termination, or invalidity hereof (each, a "Dispute"), under the provisions of this Section 8. The procedures set forth in this Section 8 shall be the exclusive mechanism for resolving any Dispute that may arise from time to time under this Easement Agreement and are express conditions precedent to [litigation] of the Dispute.
- S. Negotiations. A party shall send written notice to the other party of any Dispute ("Dispute Notice"). The parties shall first attempt in good faith to resolve any Dispute set forth in the Dispute Notice by negotiation and consultation between themselves, negotiation sessions [attended by the [_____] for and on behalf of [Bright-Meyers Ft. Jackson, LLC and for Katz Rosewood, LLC] and by the [_____] for the City of Columbia, South Carolina. If a Dispute is not resolved within thirty (30) Business Days after one party delivers the Dispute Notice to the other party, whether the negotiation sessions take place or not, either party may, by written notice to the other party ("Escalation to Executive Notice"), refer such Dispute to the executives of each party set out below (or to such other person of equivalent or superior position designated by such party in a written notice to the other party) ("Executive(s)").

Executive of [Bright-Meyers Ft. Jackson, LLC and of Katz Rosewood, LLC]:

[_____] , [TITLE]

Email: [_____]

Executive of [_____ of Columbia, South Carolina]:

[_____] , [TITLE]

Email: [_____]

For purposes of clarification, the party sending the Dispute Notice and the Escalation to Executive Notice shall send such notices in compliance with this Easement Agreement's notice provisions, provided that the party sending an Escalation to Executive Notice shall also send a copy of such notice to the executives designated above.

If the Executives cannot resolve any Dispute during the time period ending Thirty (30) Business Days after the date of the Escalation to Executive Notice (the last day of such time period, the "Escalation to Mediation Date"), either party may initiate mediation under Section 3.

T. Mediation.

(a) Subject to Section S above, the parties may, at any time after the Escalation to Mediation Date, submit the Dispute to any mutually agreed to mediation service for mediation by providing to the mediation service a joint, written request for mediation, setting forth the subject of the dispute and the relief requested. The parties shall cooperate with one another in selecting a mediation service, and shall cooperate with the mediation service and with one another in selecting a neutral mediator and in scheduling the mediation proceedings. The parties covenant that they will use commercially reasonable efforts in participating in the mediation. The parties agree that the mediator's fees and expenses and the costs incidental to the mediation will be shared equally between the parties.

(b) The parties further agree that all offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts, and attorneys, and by the mediator and any employees of the mediation service, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any litigation, arbitration, or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

U. Litigation as a Final Resort. Full compliance with the procedure required herein is a condition precedent to any court adjudication. If the parties cannot resolve any Dispute for any reason, either party may file suit in a court of competent jurisdiction in Richland County, South Carolina.

STATE OF SOUTH CAROLINA)
 COUNTY OF RICHLAND)

EASEMENT AGREEMENT

For and in consideration of the sum of One (\$1.00) Dollar, each to the other paid, the receipt of which is hereby acknowledged, **BRIGHT-MEYERS FT. JACKSON, LLC AND KATZ ROSEWOOD, LLC** (also hereinafter singularly and collectively referred to as “Grantor”) do hereby grant unto the said **CITY OF COLUMBIA** (also hereinafter referred to as “Grantee”), its successors and assigns, a non-exclusive, permanent easement **variable (13’ to 23’ to 16’) feet in width**; together with the right of ingress and egress at all times for the purpose of constructing, operating, reconstructing and maintaining **storm drainage improvements** for stream restoration and maintenance and with the right to remove shrubbery, trees and other growth from the easement and construction areas provided that the property will be restored as nearly as practicable to its original condition upon completion of the construction in accordance with the project restoration plan as described in the Easement Condition herein; said easement to run through the herein described property situate, lying and being:

In the State of South Carolina, County of Richland, in the City of Columbia, being a portion of Gills Creek located on property of 4717 Devine Street, Columbia, SC 29209, and being further identified as a portion of Richland County tax map number 13814-02-11, as shown on tax maps prepared by the office of the Richland County Tax Assessor, 2021 Edition.

A permanent, non-exclusive easement for storm drainage improvements along Gills Creek, variable feet in width and having the following perimeter measurements: beginning on the common boundary of the southeastern property line of Richland County TMS #13814-02- 06, n/f Bright-Meyers Ft Jackson, LLC and the northwestern property line of the subject property, three and ninety-nine hundredths (3.99) feet southwest of the northernmost property iron located on the northwestern property line of the subject property; thence extending therefrom S87°10’58”W along the common boundary of the northwestern property line of the subject property and the southeastern property line of said TMS #13814-02-06, for a distance of sixteen (16) feet to a point located on the common boundary of the northwestern property line of the subject property and the southeastern property line of said TMS #13814-02-06; thence turning and extending therefrom in a generally southwesterly/more southerly direction along the “Ordinary High Water Line” of Gills Creek, for a distance of one hundred eighty-seven (187) feet to a intersect the southwestern property line of the subject property approximately thirty-three (33) feet southeast of the westernmost property corner of the subject property; thence turning and extending therefrom S43°07’07”E along the common boundary of the southwestern property line of the subject property and the northeastern right-of-way of Devine Street (S-40-251), for a distance of nineteen (19) feet to a point located on the common boundary of the southwestern property line of the subject property and the northeastern right-of-way of Devine Street, fifty-three and seventy-seven

APPROVED AS TO FORM

Legal Department City of Columbia, SC
 4/28/2021

hundredths (53.77) feet southeast of the westernmost property corner of the subject property; thence turning and extending therefrom N04°22'18"E along the subject property, generally along the "Top of Bank (TOB)" of Gills Creek, for a distance of forty-seven and seventy-six hundredths (47.76) feet to a point; thence turning and extending therefrom N10°01'33"E along the subject property, generally along the "Top of Bank (TOB)" of Gills Creek, for a distance of thirty-five and one tenth (35.1) feet to a point; thence turning and extending therefrom N07°57'31"E along the subject property, generally along the "Top of Bank (TOB)" of Gills Creek, for a distance of twenty-four and twelve hundredths (24.12) feet to a point; thence turning and extending therefrom N21°18'49"E along the subject property, within Gills Creek, for a distance of nine and forty-nine hundredths (9.49) feet to a point; thence turning and extending therefrom N20°59'03"E along the subject property, parallel to the "Top of Bank (TOB)" of Gills Creek, for a distance of fifty-three and eighty-seven hundredths (53.87) feet to a point; thence turning and extending therefrom N01°03'27"E along the subject property, for a distance of thirty-two and eighty-six hundredths (32.86) feet to intersect the northwestern property line of the subject property, three and ninety-nine hundredths (3.99) feet southwest of the northernmost property iron of the subject property, also being the point of beginning; thence terminating.

Also, a temporary construction easement as shown on the attached Exhibit "A". Said temporary easement shall expire upon completion of this project, subject to resurrection upon circumstances posing a danger to health and safety.

Be all measurements a little more or less.

This easement being more clearly shown and delineated on an easement exhibit for Storm Drainage Improvements along Gills Creek, GIP Project #SD8489-01, exhibit 2 of 3, dated February 17, 2021, prepared by Wildlands Engineering, Inc., prepared for the City of Columbia, South Carolina and being on file in the office of the Department of Engineering, City of Columbia, South Carolina under CF#250-526.

A copy of said easement drawing being attached hereto and made a part hereof as Exhibit "A".

EASEMENT CONDITIONS:

The City of Columbia agrees to adhere to the restoration plans for the subject property which are more clearly shown on the project construction plans, Demolition Plan, Sheet 1.0 and Planting Plans, Sheets 7.1 and 7.2 being attached hereto and made a part hereof as Exhibit "B" and further agrees to be bound by the terms, covenants and conditions of this Easement Agreement including, but not limited to, the Exclusive Dispute Resolution Requirement, attached hereto as Exhibit C.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

TO HAVE AND TO HOLD the aforesaid rights to the Grantee, its successors and assigns, as aforesaid, forever.

And the Grantor does hereby bind the Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the said premises unto the Grantee, its successors and assigns against the Grantor and Grantor's successors and assigns and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS the hand and seal of the Grantor by the undersigned this ____ day of _____, 2021.

WITNESSES:

BRIGHT-MEYERS FT. JACKSON, LLC

By: _____
(Signature)

Name: _____
(Print Name)

Title: _____
(Print Title)

STATE OF _____

ACKNOWLEDGEMENT

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by _____
(Name and Title of Officer)

of _____ on behalf of the Bright-Meyers Ft. Jackson, LLC.
(City and State)

NOTARY PUBLIC FOR: _____
(State)

MY COMMISSION EXPIRES: _____
(Date)

WITNESS the hand and seal of the Grantor by the undersigned this ____ day of _____, 2021.

WITNESSES:

KATZ ROSEWOOD, LLC

By: _____
(Signature)

Name: _____
(Print Name)

Title: _____
(Print Title)

STATE OF SOUTH CAROLINA)

ACKNOWLEDGEMENT

COUNTY OF RICHLAND)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by _____
(Name and Title of Officer)

of _____ on behalf of Katz Rosewood, LLC.
(City and State)

NOTARY PUBLIC FOR: _____
(State)

MY COMMISSION EXPIRES: _____
(Date)

WITNESS the hand and seal of the Grantee by the undersigned this ____ day of _____, 2022.

WITNESSES:

CITY OF COLUMBIA, SOUTH CAROLINA
a South Carolina municipal corporation

By: _____
 (Signature)

Name: Teresa Wilson _____
 (Print Name)

Title: City Manager _____
 (Print Title)

STATE OF _____

ACKNOWLEDGEMENT

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by _____
 (Name and Title of Officer)

of _____ on behalf of the City of Columbia, South Carolina.
 (City and State)

 NOTARY PUBLIC FOR: _____
 (State)

MY COMMISSION EXPIRES: _____
 (Date)

ATTORNEY CERTIFICATION

I, _____, an attorney licensed to practice in the State of _____, do hereby certify that I supervised the execution of the attached Easement Agreement for Storm Drainage Improvements along Gills Creek, with BRIGHT-MEYERS FT. JACKSON, LLC, as Grantor and the CITY OF COLUMBIA, as Grantee this ____ day of _____, 20__.

_____ State Bar Number: _____

ATTORNEY CERTIFICATION

I, _____, an attorney licensed to practice in the State of _____, do hereby certify that I supervised the execution of the attached Easement Agreement for Storm Drainage Improvements along Gills Creek, with KATZ ROSEWOOD, LLC, as Grantor and the CITY OF COLUMBIA, as Grantee this ____ day of _____, 20____.

_____ State Bar Number: _____

EXHIBIT “A”

EXHIBIT “B”

EXHIBIT “C”

Easement to City of Columbia

Easement Conditions

Bright-Meyers Ft. Jackson, LLC and Katz Rosewood, LLC

1. – EASEMENT CONDITIONS:

- A. The City agrees that the permanent maintenance easement granted herein is to be consistent with the approved plans; CIP Project# SD8489-01; Storm Drainage Improvements along Gills Creek, including stream restoration, rehabilitation and maintenance. The City further agrees to adhere to the restoration plans for the subject property which are more clearly shown on the project being attached hereto and made a part hereof as (collectively the “Plans”) Exhibit “B”.
- B. The City shall not disturb or have any rights to any other portions of the subject property outside of the new “Permanent Maintenance Easement” areas and Temporary Construction Easement Area.
- C. The City, through its contractor, will install construction safety fencing in accordance with the Plans along the disturbed portion of the parking lot during construction. The City shall promptly make all repairs to damaged areas of the Property including the bridge and parking lot that is subject to this Easement in accordance with the terms of this Easement.

2. – CONSTRUCTION PERIOD:

- D. The initial construction of the Storm Drainage Improvements along Gills Creek shall not be constructed between October 1st and January 15th of any year. The City shall diligently pursue the completion of all Storm Drainage Improvements within ninety (90) days of the commencement of construction.

3. – MAINTENANCE:

- E. The City or Grantor, their successors and assigns, shall have the right to cut away and keep clear the Permanent Maintenance Easement area from any and all vegetation that might, in the opinion of either the City or Grantor endanger or injure any improvements located within the Permanent Easement Area or interfere with their proper operation or maintenance, or to improve the aesthetic appearance of Grantor’s Property as necessary to comply with all laws and ordinances, or materially obstruct or interfere with the visibility of Grantor’s Property. Grantor shall obtain prior approval from the City before performing any cutting of vegetation below the top of the bank of Gills Creek.
- F. Either City or Grantor, their successors and/or assigns, shall have the right, but not the obligation, to cut, fell and remove any and all trees located upon the area within the Permanent Maintenance Easement Area that, in the opinion of either the City or Grantor, may create a danger or injury to the improvements or watershed located within the Permanent Maintenance Easement Area, or materially obstruct or interfere with the visibility of Grantor’s Property.

- G. To keep maintenance to a minimum, the City herein shall be responsible for long-term inspection and Best Management Practices (BMP) along Gills Creek on the subject property including, but not limited to landscaping, streambank erosion and washouts and any other related repairs.
- H. The City or its contractor shall be responsible for replacement of dead or diseased plant material at the end of the one-year warranty period commencing upon completion of planting according to the approved planting schedule.

4. – LIABILITY:

- I. The City shall be solely responsible to the extent permitted by the laws of the State of South Carolina for any loss, injury or damages to persons or property, actions or causes of action or other matters of any nature arising from or related to the City's actions, inactions, activities or negligence arising from or related to the City's use, construction or alteration of the Permanent Maintenance Easement Area and Temporary Construction Easement Area and from any loss or damage resulting from the use of the of the Permanent Maintenance Easement Area pursuant to this Agreement.
- J. The City shall not be liable for activities or uses within the Permanent Maintenance Easement Area or Temporary Easement area engaged in by Grantor, its successors and assigns, and/or its contractors, agents, employees and invitees or anyone else entering the Property by, through or under the express or implied invitation of Grantor, its successors and assigns.

5. – ACCESS

- K. The City, its successors and assigns, shall have a right of ingress to and egress from the Permanent Maintenance Easement Area across the Grantor's Property as reasonably required in the exercise of easement rights granted herein; any access to Grantor's Property by the City shall not interfere with Grantor's business activities thereon.

7. – WAIVER:

- L. Grantor's or City's failure to exercise any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time and from time to time to exercise any or all of same.

8. – OTHER MATTERS:

- M. The payment and privileges above specified are hereby accepted in full settlement of all claims and damages of whatever nature for the granting of this easement as of the date.
- N. The right of Grantor, its successors and assigns, of prior approval of the various matters and of the uses described herein shall not be unreasonably exercised, and Grantor, its successors and assigns, will, in good faith, review and respond to the City's, its successors and assigns, requested uses in a timely manner.

- O. In no event shall the Permanent Maintenance Easement Area herein granted allow the general public to park or gather on Grantor's property to access the Permanent Maintenance Easement Area.
- P. This Easement is made subject to all existing and future leases on Grantor's Property, easements, conditions, and restrictions of record, including matters appearing on plats of record. The easement rights granted herein are expressly agreed to be commercial in nature. All rights, terms and covenants set forth herein shall run with the land of the Grantor and shall be binding upon and inure to the benefit of the Grantor and its successors and assigns, as well as binding upon and inure to the benefit of the City, which acknowledges and agrees that this is an easement in gross and the conveyance or assignment of the Easement is prohibited and shall automatically terminate this Easement if the rights established and conveyed hereby are transferred or assigned to any other party.

9. – Exclusive Dispute Resolution:

- Q. Exclusive Dispute Resolution Mechanism. The parties shall resolve any dispute, controversy, or claim arising out of or relating to this Easement Agreement, or the breach, termination, or invalidity hereof (each, a "Dispute"), under the provisions of this Section 9. The procedures set forth in this Section 9 shall be the exclusive mechanism for resolving any Dispute that may arise from time to time under this Easement Agreement and are express conditions precedent to [litigation] of the Dispute.
- R. Negotiations. A party shall send written notice to the other party of any Dispute ("Dispute Notice"). The parties shall first attempt in good faith to resolve any Dispute set forth in the Dispute Notice by negotiation and consultation between themselves, negotiation sessions [attended by the [_____] for and on behalf of [Bright-Meyers Ft. Jackson, LLC and for Katz Rosewood, LLC] and by the [_____] for the City of Columbia, South Carolina. If a Dispute is not resolved within thirty (30) Business Days after one party delivers the Dispute Notice to the other party, [whether the negotiation sessions take place or not,] either party may, by written notice to the other party ("Escalation to Executive Notice"), refer such Dispute to the executives of each party set out below (or to such other person of equivalent or superior position designated by such party in a written notice to the other party) ("Executive(s)").

Executive of [Bright-Meyers Ft. Jackson, LLC and of Katz Rosewood, LLC]:

[_____] , [TITLE]

Email: [_____]

Executive of [_____ of Columbia, South Caroline]:

[_____] , [TITLE]

Email: [_____]

For purposes of clarification, the party sending the Dispute Notice and the Escalation to Executive Notice shall send such notices in compliance with this Easement Agreement's notice

provisions, provided that the party sending an Escalation to Executive Notice shall also send a copy of such notice to the executives designated above.

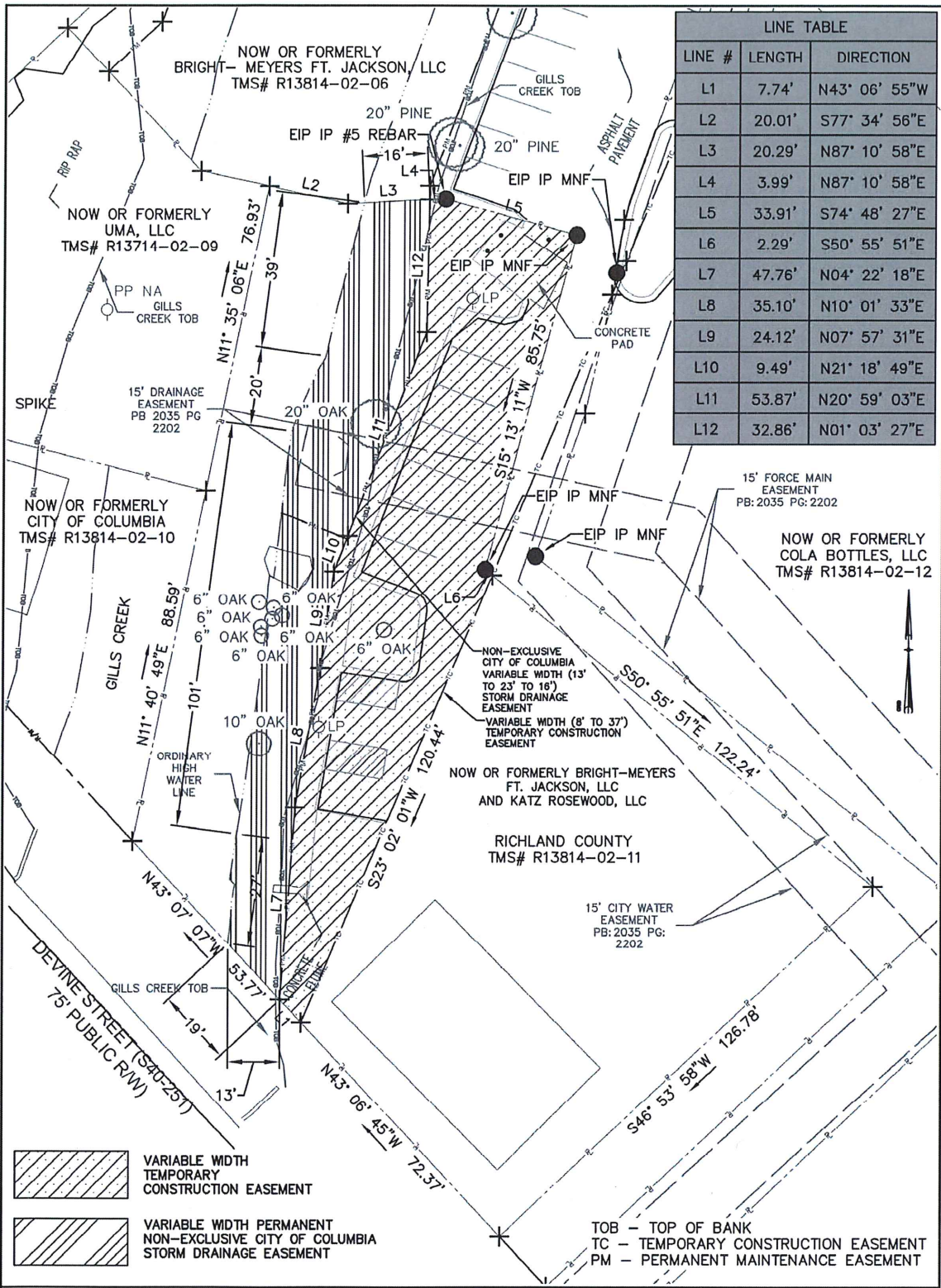
If the Executives cannot resolve any Dispute during the time period ending thirty (30) days after the date of the Escalation to Executive Notice (the last day of such time period, the “Escalation to Mediation Date”), either party may initiate mediation under Section S.

S. Mediation.

(a) Subject to Section R above, the parties may, at any time after the Escalation to Mediation Date, submit the Dispute to any mutually agreed to mediation service for mediation by providing to the mediation service a joint, written request for mediation, setting forth the subject of the dispute and the relief requested. The parties shall cooperate with one another in selecting a mediation service, and shall cooperate with the mediation service and with one another in selecting a neutral mediator and in scheduling the mediation proceedings. The parties covenant that they will use commercially reasonable efforts in participating in the mediation. The parties agree that the mediator’s fees and expenses and the costs incidental to the mediation will be shared equally between the parties.

(b) The parties further agree that all offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts, and attorneys, and by the mediator and any employees of the mediation service, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any litigation, arbitration, or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

T. Litigation as a Final Resort. Full compliance with the procedure required herein is a condition precedent to any court adjudication. If the parties cannot resolve any Dispute for any reason, either party may file suit in a court of competent jurisdiction in Richland County, South Carolina.



STORM DRAINAGE IMPROVEMENTS ALONG GILLS CREEK

- NOTE: REFERENCE IS MADE TO THE FOLLOWING:
PB 1964 PG 2674
- RICHLAND COUNTY TAX MAP SHEET 13814; 2021 EDITION

DATE: 02/17/2021
PROJECT NO.: SD8489-01
REVISION NO:
CF# 250-526
DRAWN BY: MHW
APPROVED BY:

SURVEYORS CERTIFICATION:
THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT OR LAND SURVEYING REGULATIONS.

MARION H. WEATHERFORD SCPLS NO. 25146

N/F
BRIGHT - MEYERS FT. JACKSON, LLC
537 MARKET STREET SUITE 400
CHATTANOOGA, TN 37402
4717 DEVINE STREET TMS# R13814-02-11
TOTAL PERMANENT EASEMENT=0.08 ACRE
TOTAL TEMPORARY EASEMENT=0.13 ACRE

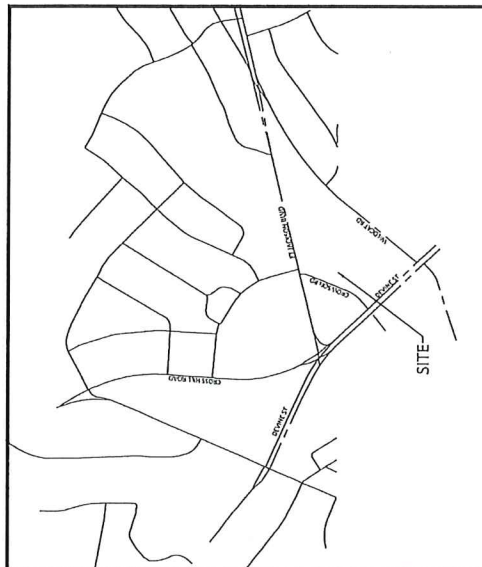
PREPARED BY:
WILDLANDS ENGINEERING, INC.
497 BRAMSON COURT, SUITE 104
MOUNT PLEASANT, SC 29464
SCALE: 1"=30'



PREPARED FOR:
CITY OF COLUMBIA
DEPARTMENT OF ENGINEERING
COLUMBIA, SOUTH CAROLINA
EXHIBIT 2 OF 3

Gills Creek Stream and WQ Improvement Project Columbia, South Carolina

Richland County, SC



Vicinity Map
Not to Scale



Final Plans
July 27, 2020

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Stream Plan and Design	2.1-2.2
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Utility Plan	4.1-4.2
Cross Sections	5.1-5.3
Erosion and Sediment Control Plan	6.0-6.2
Planting Plan	7.0-7.3
Phasing Plan	8.1
Traffic Control Plan	9.1-9.2
Details	10.1-10.8

Project Directory

Engineering:
Wildlands Engineering, Inc.
License No. F-0831
497 Bramson Court
Suite 104
Mount Pleasant, SC 29464
Geoff Smith, PE
843-277-6221

Owner:
Gills Creek Watershed Association
712 Main St. EWS 603
Columbia SC 29208
Carmen Adler
803-727-8826

Surveying:
IPW Construction Group, LLC
7623 Dorchester Road
North Charleston, SC 29418
Hart Weatherford, PE, PLS, CFM
843-308-0524 x 228

EXHIBIT "B"



Gills Creek Stream and WQ Improvement Project
Columbia, SC
Title Sheet

Scale	0.1
North Arrow	
Project Name	Gills Creek Stream and WQ Improvement Project
Project No.	2019-001
Sheet No.	10.1
Revision	
Drawn By	
Checked By	
Approved By	

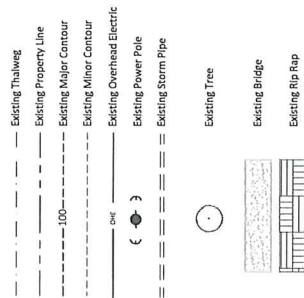
GENERAL NOTES

1. ALL EROSION AND SEDIMENT CONTROL PRACTICES SHALL COMPLY WITH THE SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL (SCHEC) STORM WATER BEST MANAGEMENT PRACTICE (BMP) HANDBOOK, CITY OF COLUMBIA ENGINEERING REGULATIONS MANUAL, AND THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION (SDOT) STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.
2. STOCKPILE AREAS SHALL BE STABILIZED WITHIN SEVEN WORKING DAYS. ALL OTHER AREAS SHALL BE STABILIZED WITHIN 14 DAYS.
3. STAGING AND STOCKPILE AREAS ARE DEPICTED ON THE PLANS. ADDITIONAL OR ALTERNATIVE STAGING AND/OR STOCKPILE AREAS MAY BE UTILIZED BY THE CONTRACTOR WITH PRIOR APPROVAL FROM OWNER AND ENGINEER. PROVIDED THAT ALL PRACTICES COMPLY WITH THE SCHEC BMP HANDBOOK, CITY OF COLUMBIA (CITY) ENGINEERING REGULATIONS MANUAL, AND THE SDOT STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION AND THE AREA / AREAS ARE PROTECTED BY THE OWNER'S REPRESENTATIVE PRIOR TO IMPLEMENTATION.
4. CONTRACTOR SHALL MAINTAIN ALL EXISTING TREES THAT HAVE NOT BEEN DESIGNATED FOR REMOVAL. CONSTRUCTION ACTIVITIES SHALL BE LIMITED TO THE DRIP LINE OF TREES THAT ARE DESIGNATED FOR REMOVAL UNLESS OTHERWISE NOTED ON THE PLANS.
5. CONTRACTOR SHALL NOT EXCEED THE LIMITS OF DISTURBANCE ILLUSTRATED ON THE PLANS WITHOUT PRIOR APPROVAL FROM THE CITY AND OWNER.
6. CONTRACTOR IS RESPONSIBLE FOR REMOVING AND DISPOSING OF ANY VEGETATION, MATERIALS, OR DEBRIS WITHIN THE LIMITS OF DISTURBANCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ANY EXISTING UTILITIES OR STRUCTURES OR GROUNDS DUE TO CONSTRUCTION ACTIVITIES THAT WILL BE REPAIRED OR REPLACED TO A CONDITION THAT MEETS OR EXCEEDS THE PREVIOUS STANDARD. REPAIRS WILL OCCUR AT THE EXPENSE OF THE CONTRACTOR.
7. THE ENGINEER WILL PROVIDE A STORMWATER PERMIT AND 404 PERMIT THAT AUTHORIZES THE LAND DISTURBANCE FOR WETLANDS AND WATERS OF THE U.S. AS DEPICTED ON THE PLANS. THE CONTRACTOR WILL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR OBTAINING ALL NECESSARY SIGNING/SETUP REQUIREMENTS.
8. THE CITY TRAFFIC ENGINEER (RANDI BREWER, CITY OF COLUMBIA) MUST BE CONSULTED REGARDING ALL TRAFFIC SIGNALS AFFECTED BY THE DETOUR ROUTES FOR THE FOLLOWING: TO ADJUST SIGNAL TIMINGS AS NEEDED, LOCATED SIGNAL-RELATED UNDERGROUND AND ABOVE GROUND EQUIPMENT PRIOR TO CONSTRUCTION AS NECESSARY, TO ENSURE TRAFFIC SIGNAL EQUIPMENT DOES NOT GET DAMAGED AND IS PROPERLY PUT BACK IN PLACE.
12. ENSURE LOCAL BUSINESSES AND RESIDENTS HAVE ADEQUATE ACCESS AND ARE CONSULTED PRIOR TO CONSTRUCTION.

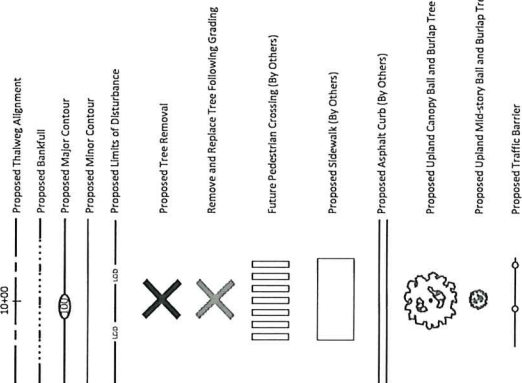
CONSTRUCTION SEQUENCE

1. CONTACT SOUTH CAROLINA "CALL 811 BEFORE YOU DIG" CENTER (1.888.721.7877) BEFORE ANY EXCAVATION.
2. THE CITY OF COLUMBIA ENGINEERING DEPARTMENT (803.545.3400) SHALL BE CONTACTED BY THE PERMIT HOLDER A MINIMUM OF 72 HOURS PRIOR TO BEGINNING CONSTRUCTION. A PRE-CONSTRUCTION CONFERENCE MUST BE HELD PRIOR TO INITIATING CONSTRUCTION ACTIVITIES.
3. MOBILIZE EQUIPMENT AND MATERIALS TO THE PROJECT SITE.
4. IDENTIFY AND ESTABLISH OR INSTALL A CONSTRUCTION ENTRANCE, STAGING AND STOCKPILE AREAS, AND SEDIMENT AND EROSION CONTROL MEASURES AS INDICATED ON THE PLANS.
5. IF APPLICABLE, SET UP TEMPORARY FACILITIES. LOCATE EQUIPMENT WITHIN THE STAGING AREA AND AREAS APPROVED THE OWNER OR CITY, AND STOCKPILE MATERIALS AS NEEDED FOR THE INITIAL STAGES OF CONSTRUCTION WITHIN THE STOCKPILE AREAS.
6. DEMOBILIZE EQUIPMENT AND MATERIALS FROM THE SITE PRIOR TO THE LIMITS OF DISTURBANCE. ALL STOCKPILE AREAS AND ACCESS AREAS SHALL BE RETURNED TO PRE-CONSTRUCTION CONDITIONS.
7. DEMOBILIZE GRADING EQUIPMENT FROM THE SITE.
8. SEED, MULCH, AND STABILIZE STAGING AREAS, STOCKPILE AREAS, AND CONSTRUCTION ENTRANCES.
9. CONTRACTOR SHALL ENSURE THAT THE SITE IS FREE OF TRASH AND LEFTOVER MATERIALS PRIOR TO DEMOBILIZING FROM THE SITE.
10. ENGINEER TO PERFORM AS-BUILT SURVEY AND SUBMIT TO OWNER FOR ACCEPTANCE.
11. NOTIFY THE OWNER AS APPROPRIATE.

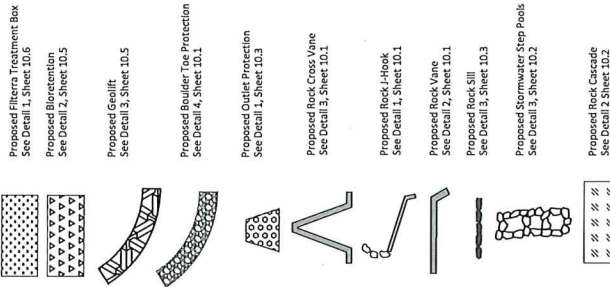
Existing Features



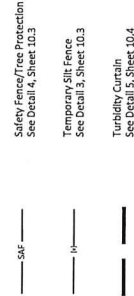
Proposed Features



Proposed Structures



Erosion Control Features



Gills Creek Stream and WQ Improvement Project
Columbia, SC
General Notes and Legend

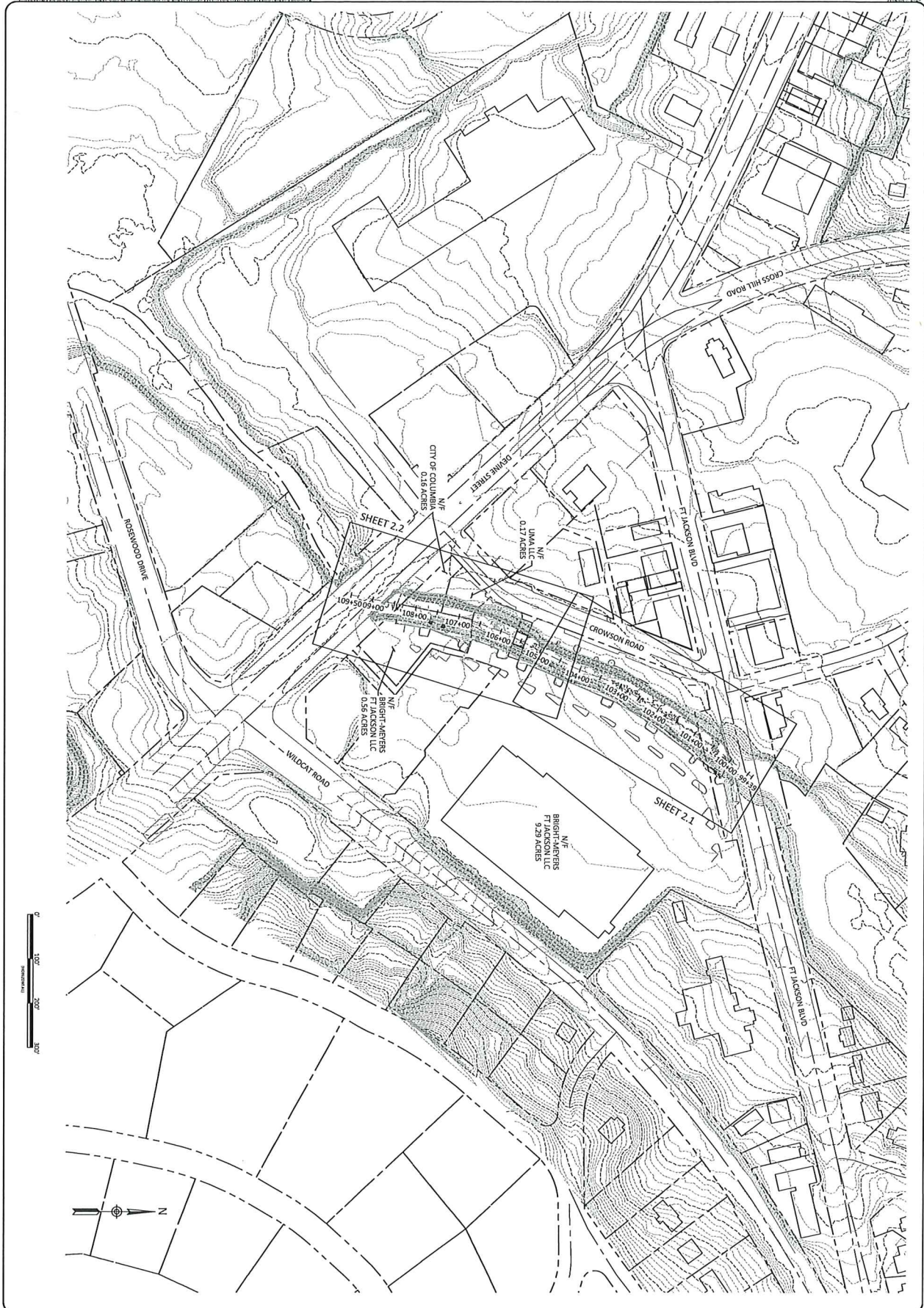
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Columbia, SC 29204
Tel: 803.737.2219
Fax: 803.737.2219



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Title: _____
Project Number: _____
Drawing Number: _____
Revision: _____

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August 1, 2020



Date:	07/27/2020	Revisions:	
Job Number:	16210		
Project Engineer:	CS		
Drawn By:	MCT/AMP		
Checked By:	DWH		

0.3

Sheet

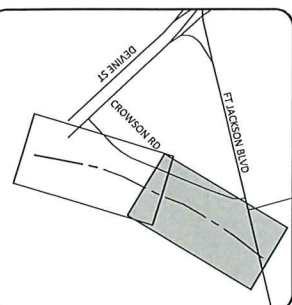
Gills Creek Stream and WQ Improvement Project
Columbia, SC
Project Overview
Gills Creek



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Mount Pleasant, SC 29464
Tel: 843.277.6221
Fax: 843.212.2100



Date: 07/27/2020 Job Number: 16210 Project Engineer: GS Drawn By: MJC/ARF Check By: DJH	Revisions: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </table>											Gills Creek Stream and WQ Improvement Project Columbia, SC Demolition Plan Gills Creek		WILDLANDS ENGINEERING 497 Riverway Ct. Suite 104 Mount Pleasant, SC 29464 Tel: 843.277.6221 Fax: 843.212.7777



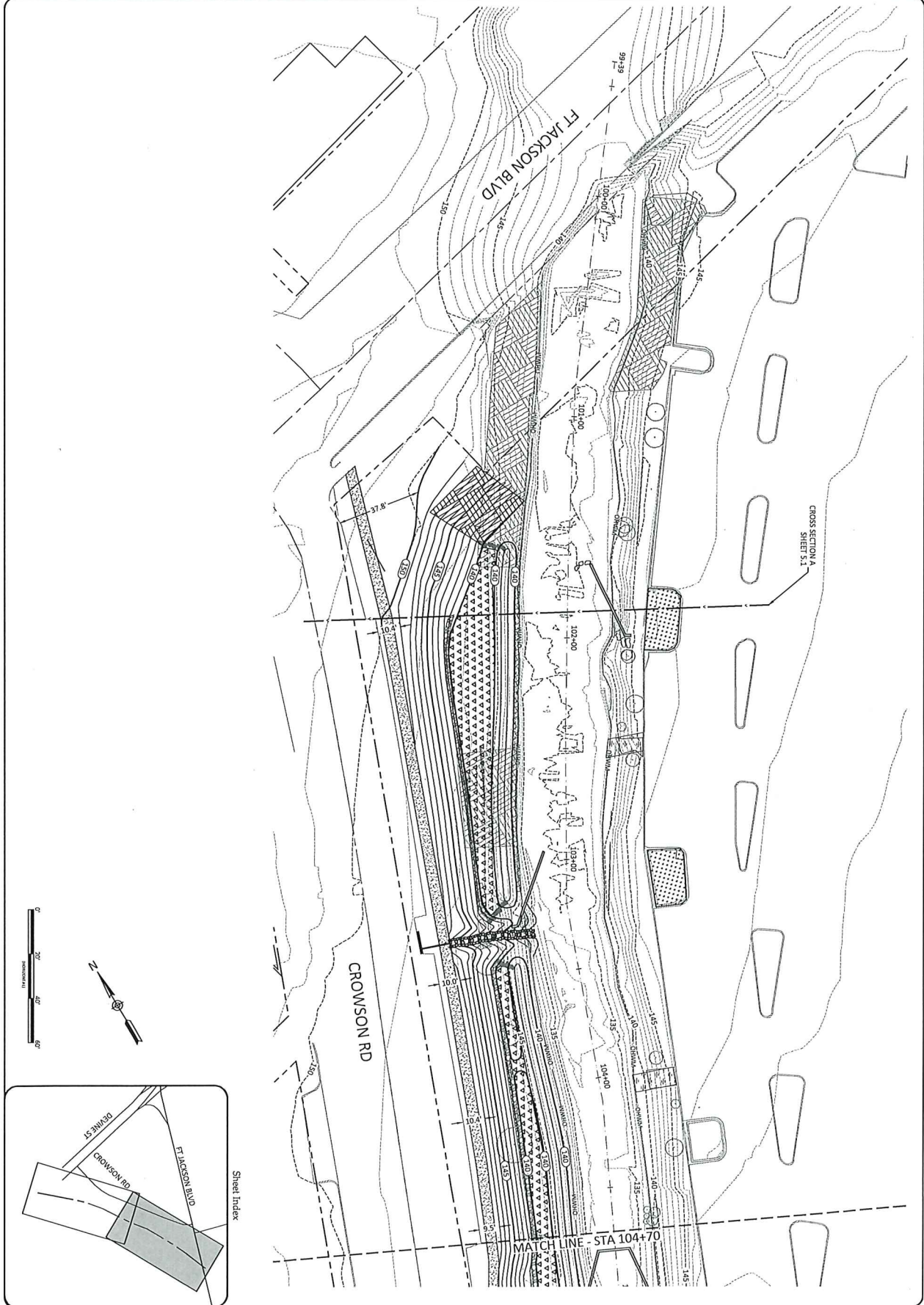
Packet Pg. 217





Date: 07/27/2009 Plan Number: 16210 Project Engineer: CS Drawn By: MDC/LARP Checked By: CHH		Gills Creek Stream and WQ Improvement Project Columbia, SC			 WILDLANDS ENGINEERING 497 Brannon Ct, Suite 104 Mount Pleasant, SC 29564 Tel: 843.277.6221 Fax: 843.212.2101
3.0		Grading Overview Gills Creek			

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Date:	07/27/2009
By:	16210
Project Engineer:	CS
Drawn by:	MP: LAEP
Checked by:	DNH

3.1

Sheet

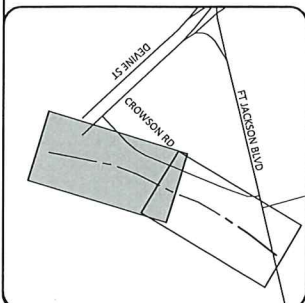
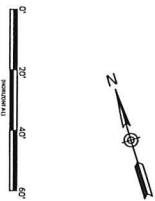
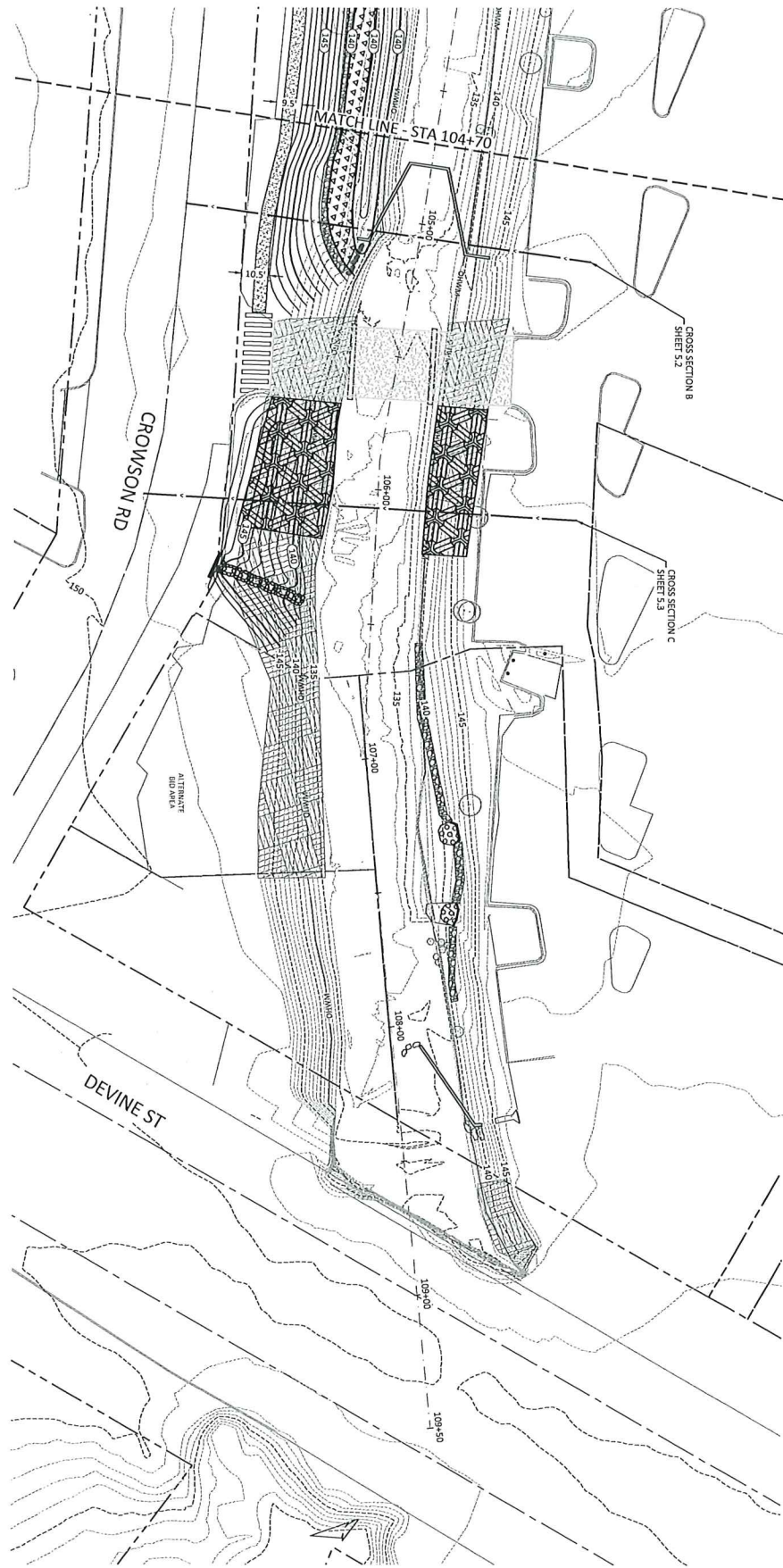
Gills Creek Stream and WQ Improvement Project
Columbia, SC

Grading Plan
Gills Creek



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Date	07/27/2009	Revisions	
Job Number	16210		
Project Engineer	GS		
Drawn By	MPC/IAEP		
Checked By	DHI		
3.2			
Sheet			

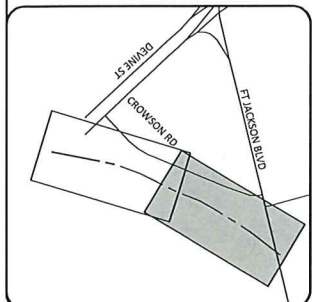
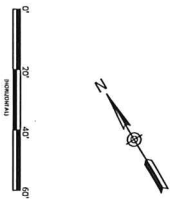
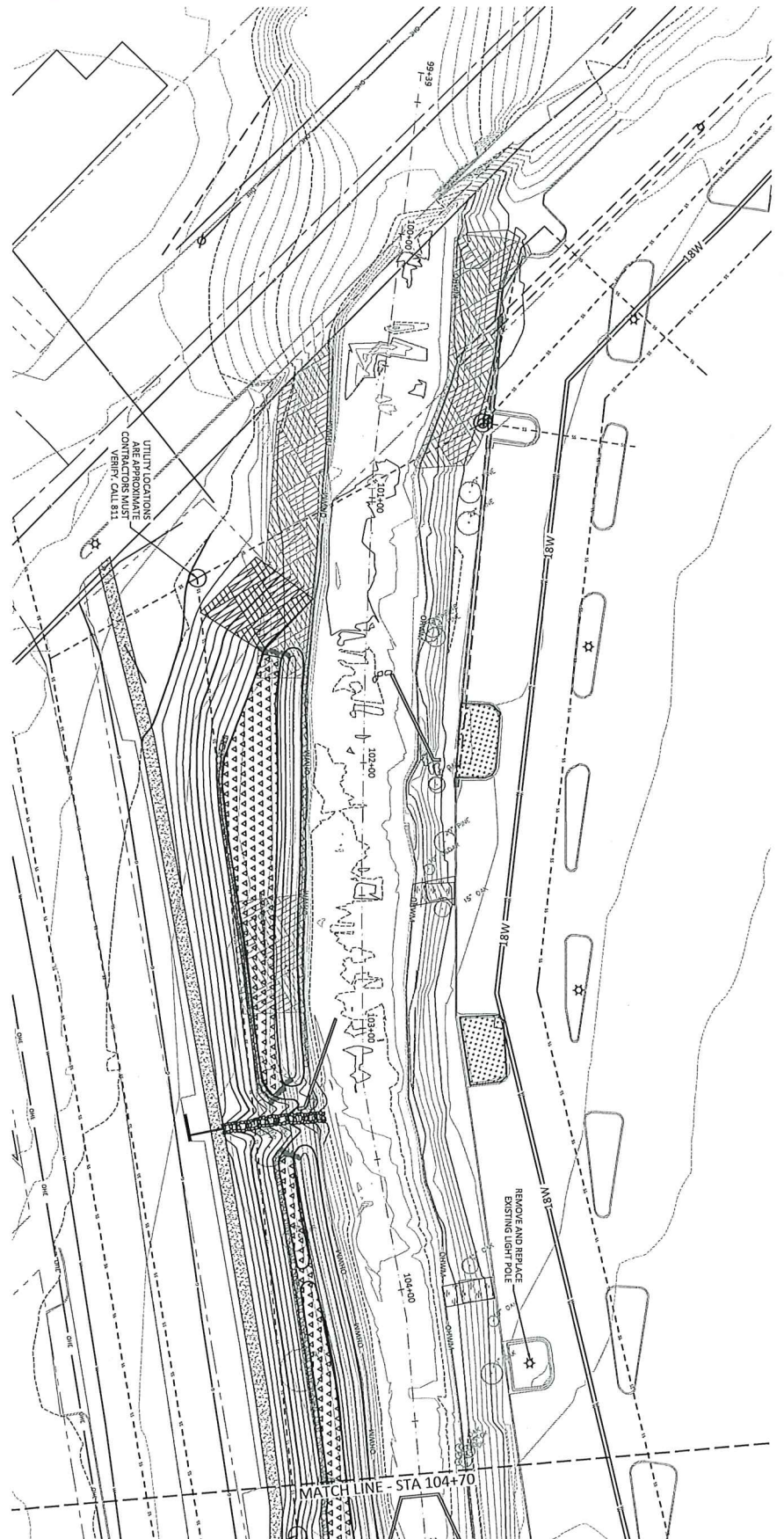
Gills Creek Stream and WQ Improvement Project
Columbia, SC
Grading Plan
Gills Creek



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NOTE:
ALL UTILITIES SHOWN ARE EXISTING.
CONTRACTOR MUST VERIFY ALL UTILITY LINE
LOCATIONS, CALL 811.



Date	07/27/2009
Job Number	16210
Project Engineer	CS
Drawn By	MJC: IAPP
Checked By	EWJ

4.1

Sheet

Gills Creek Stream and WQ Improvement Project
Columbia, SC

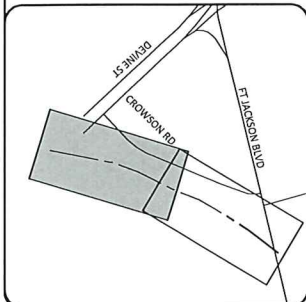
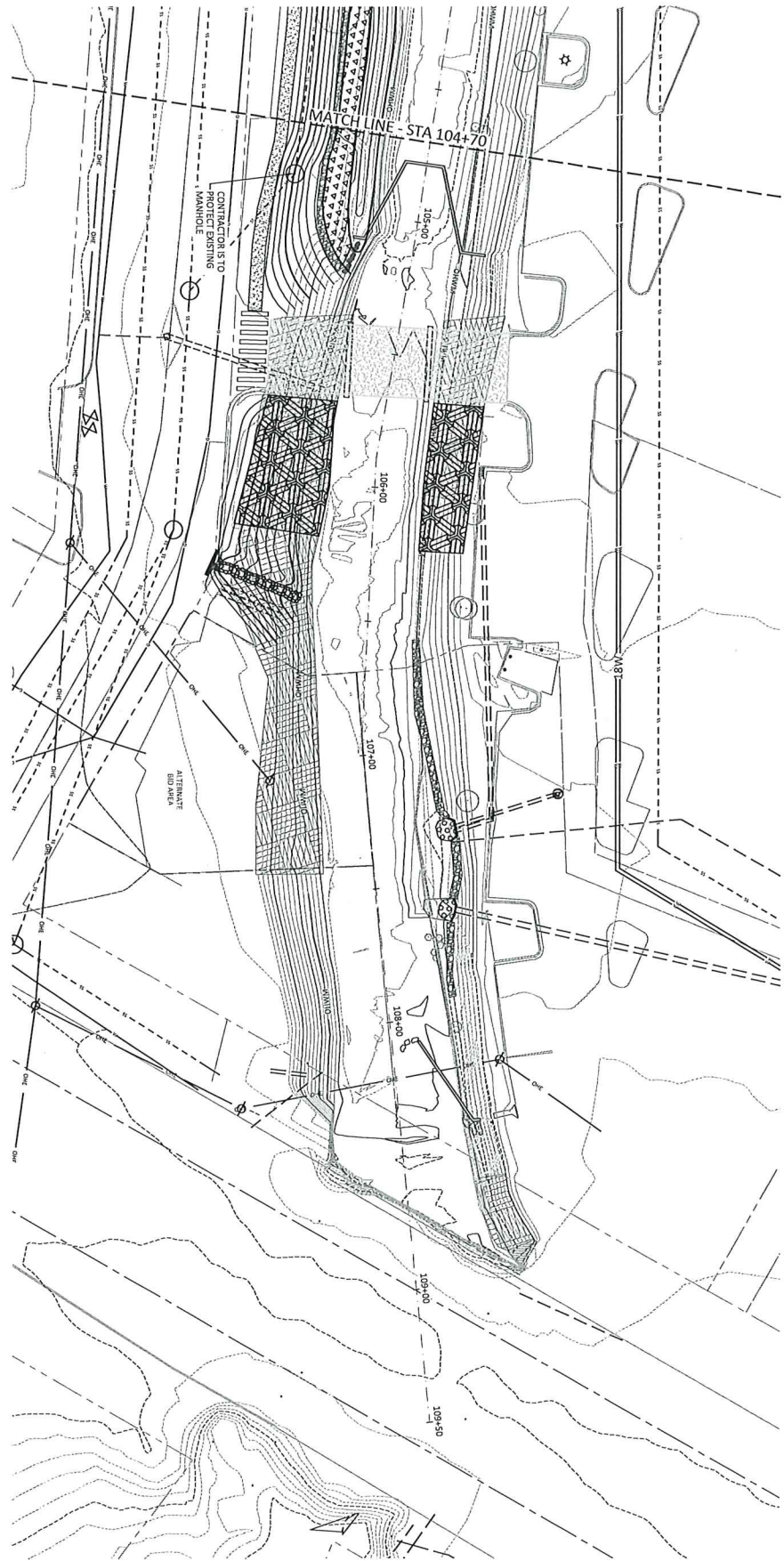
Utility Plan
Gills Creek



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Fax: 843.212.2747

T:\ACTIVE PROJECTS\SC\05\21616\Gills Creek Stream and WQ Improvement Project\CD\AK-Civil\Plan\21616 Utility Plan.dwg August 1, 2002

NOTE:
ALL UTILITIES SHOWN ARE EXISTING.
CONTRACTOR MUST VERIFY ALL UTILITY LINE
LOCATIONS, CALL 811.



Date: 07/27/2002
 T.S. Number: 16100
 Project Engineer: GS
 Drawn By: MFC/LAP
 Checked By: DMJ

4.2

Sheet

Revision	

Gills Creek Stream and WQ Improvement Project Columbia, SC

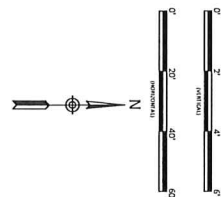
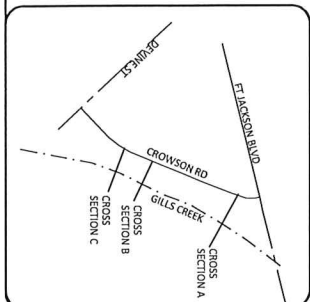
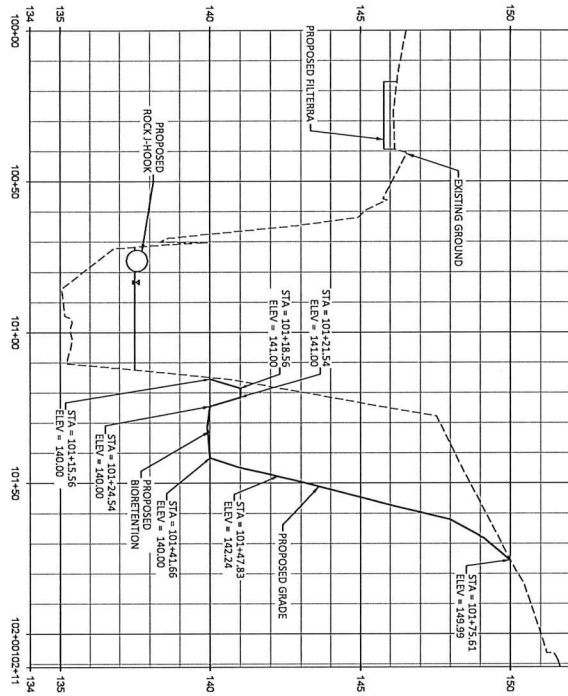
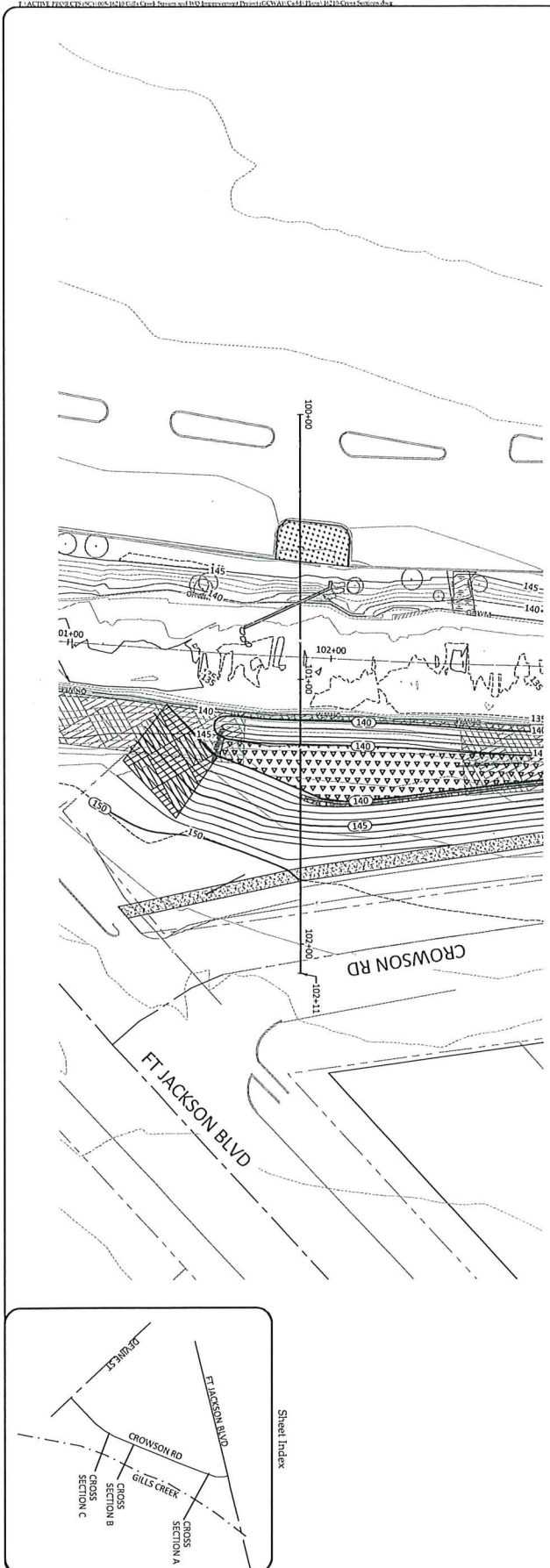
Utility Plan
 Gills Creek



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August 1, 2009



Date	07/27/2008
Job Number	10210
Project Engineer	GS
Drawn By	MPC/LRP
Checked By	DW

5.1

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Gills Creek Stream and WQ Improvement Project Columbia, SC

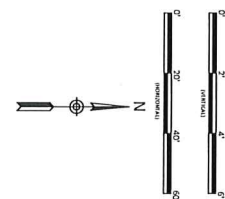
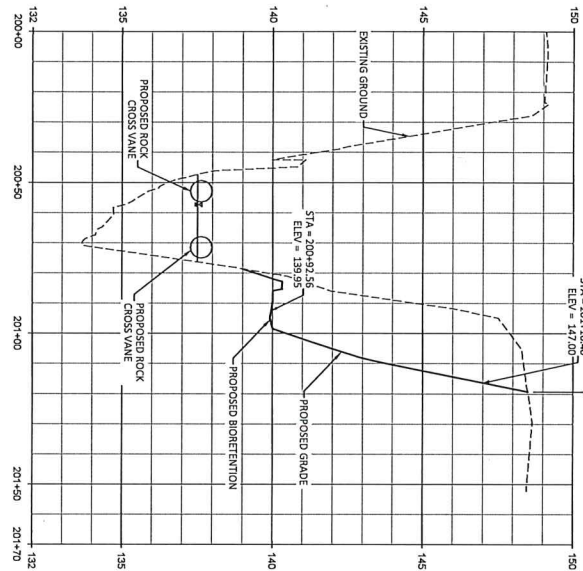
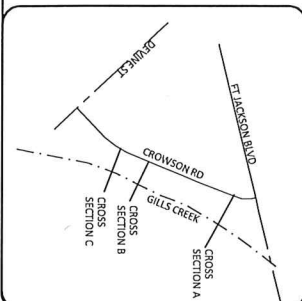
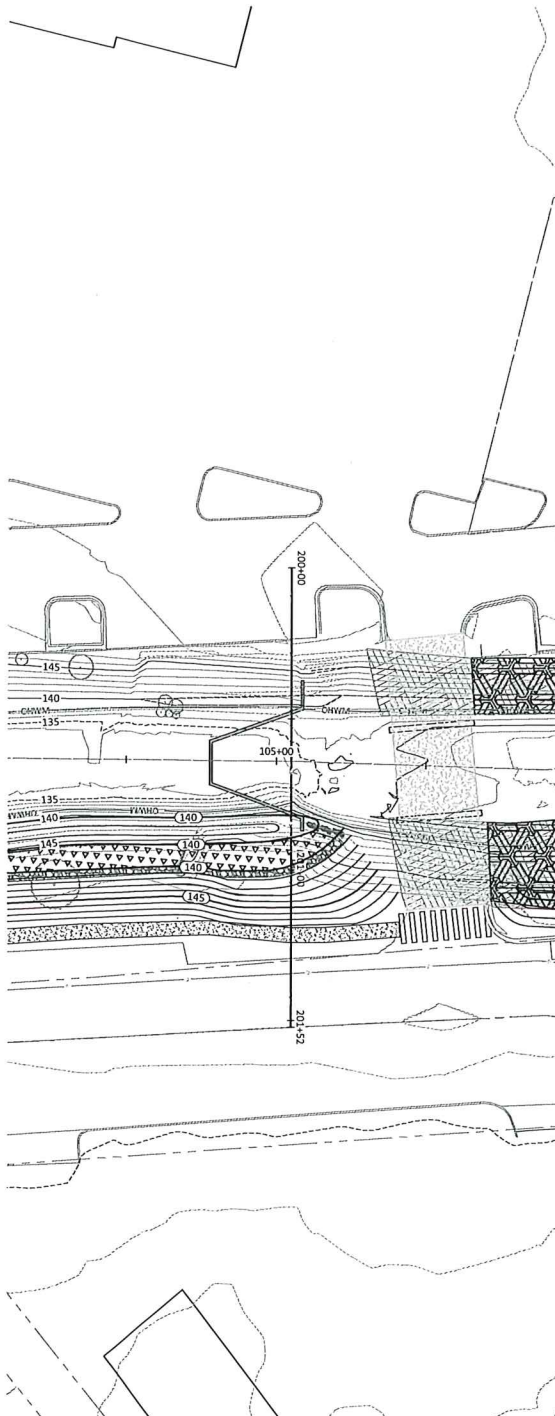
Cross Section A
Gills Creek



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August 3, 2009



Date:	07/27/2009	Revisions:	
Drawn by:	WJH		
Project Engineer:	CS		
Checked by:	MIC LARP		
	WJH		

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Gills Creek Stream and WQ Improvement Project Columbia, SC

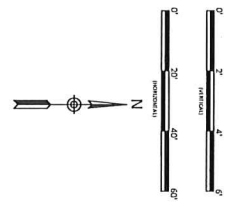
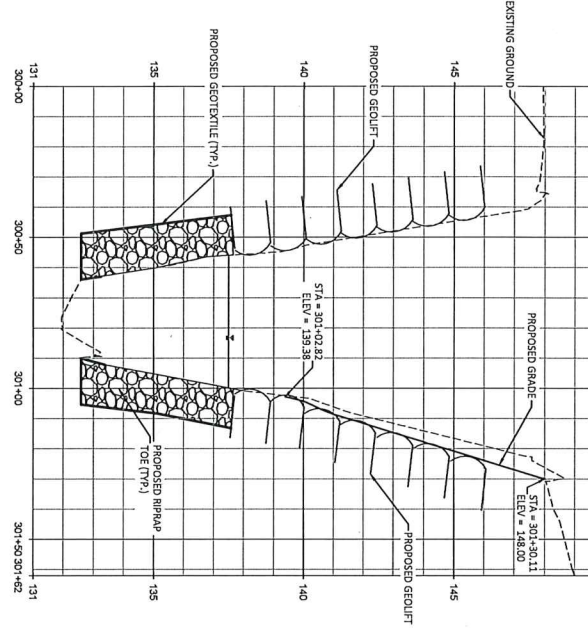
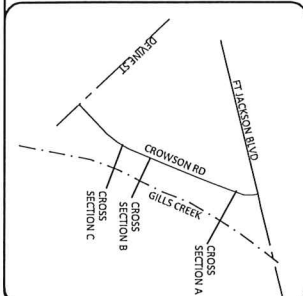
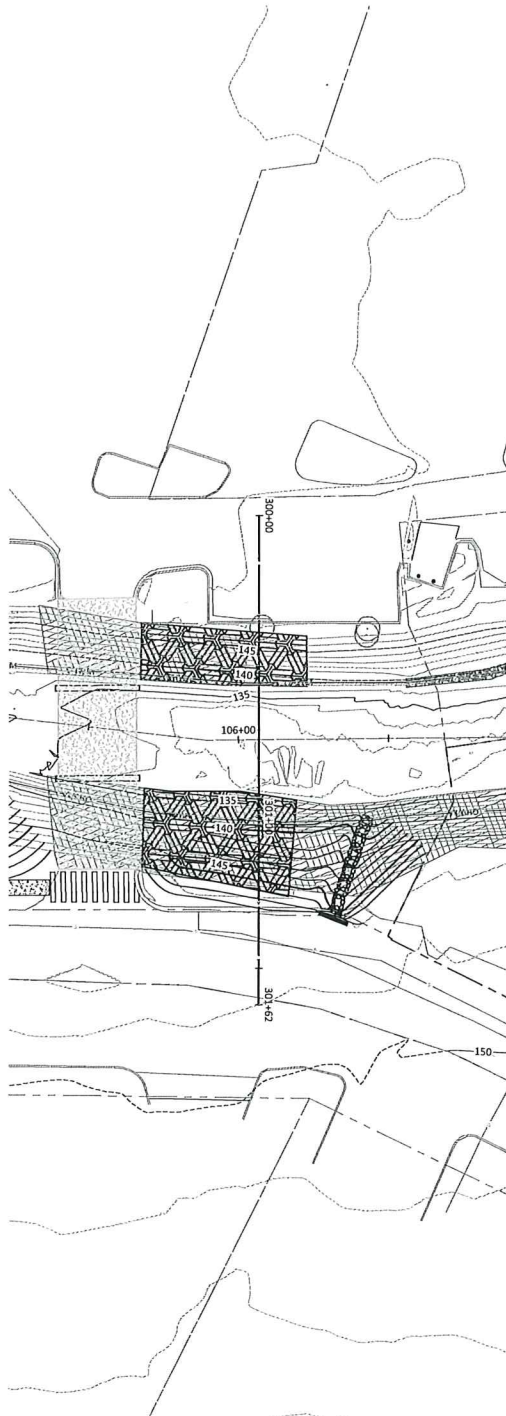
Cross Section B
Gills Creek



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August 1, 2023



Date:	07/27/2023
Job Number:	16210
Drawn By:	GP
Checked By:	MP, LARP
Design:	DNH

Revisions:	

Gills Creek Stream and WQ Improvement Project
Columbia, SC
Cross Section C
Gills Creek



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Date: 07/27/2020
 Job Number: 16310
 Project Engineer: CS
 Drawn By: MRC / AEP
 Checked By: CHH

6.0

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Revisions

Gills Creek Stream and WQ Improvement Project
 Columbia, SC

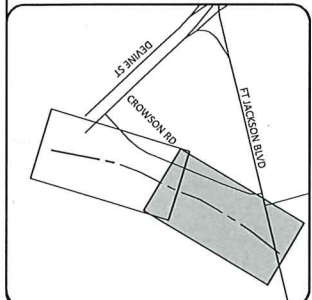
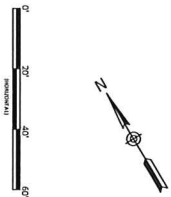
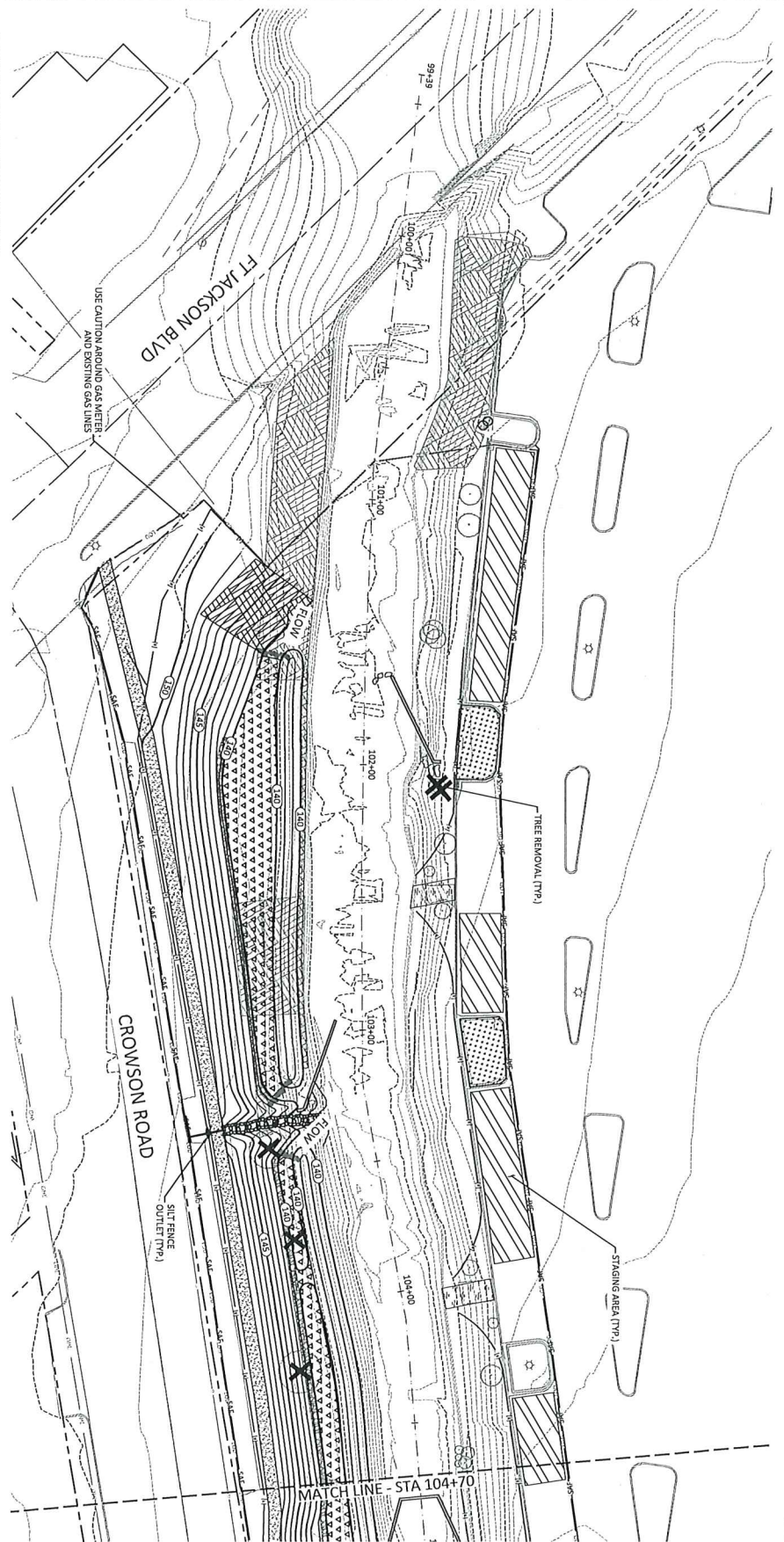
Erosion and Sediment Control Overview
 Gills Creek



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 Fax: 843.212.1111

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NOTE: STAGING AND STOPPING TO OCCUR WITHIN
LOD AS APPROVED BY LANDOWNER AND ENGINEER.



Date:	07/27/2023	Revisions:	
Job Number:	16210		
Drawn By:	GP		
Checked By:	MPK/LAEP		
	EWJ		

6.1

Sheet

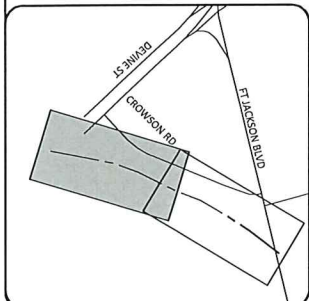
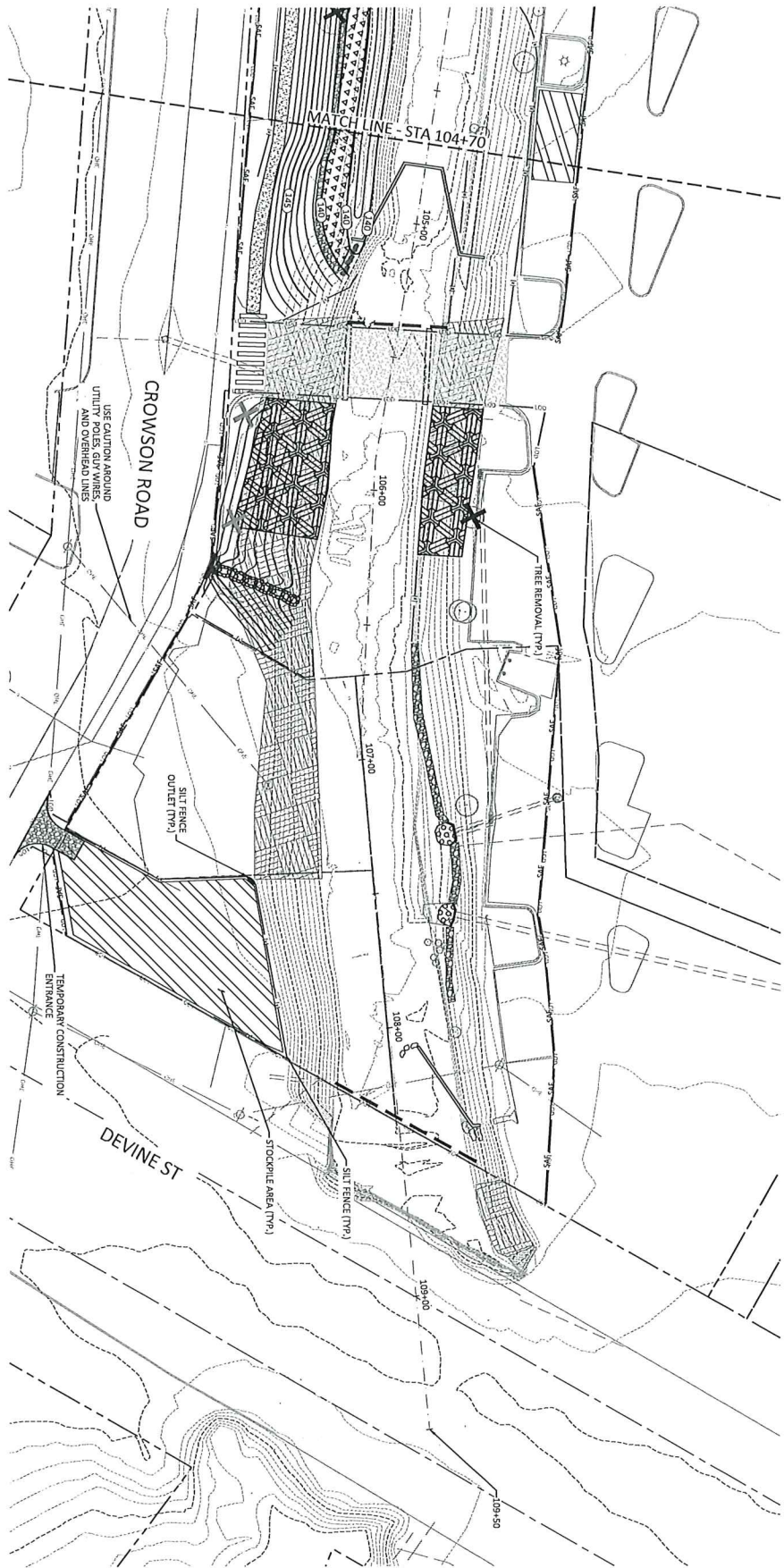
Gills Creek Stream and WQ Improvement Project
Columbia, SC
Erosion and Sediment Control Plan
Gills Creek



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NOTE: STAGING AND STOPPING TO OCCUR WITHIN
LOD AS APPROVED BY LANDOWNER AND ENGINEER.



Sheet Index

Date	07/27/2009	Revisions
Job Number	16210	
Project Engineer	CS	
Drawn By	MPC/AEP	
Checked By	CEH	

6.2

Sheet

Gills Creek Stream and WQ Improvement Project Columbia, SC

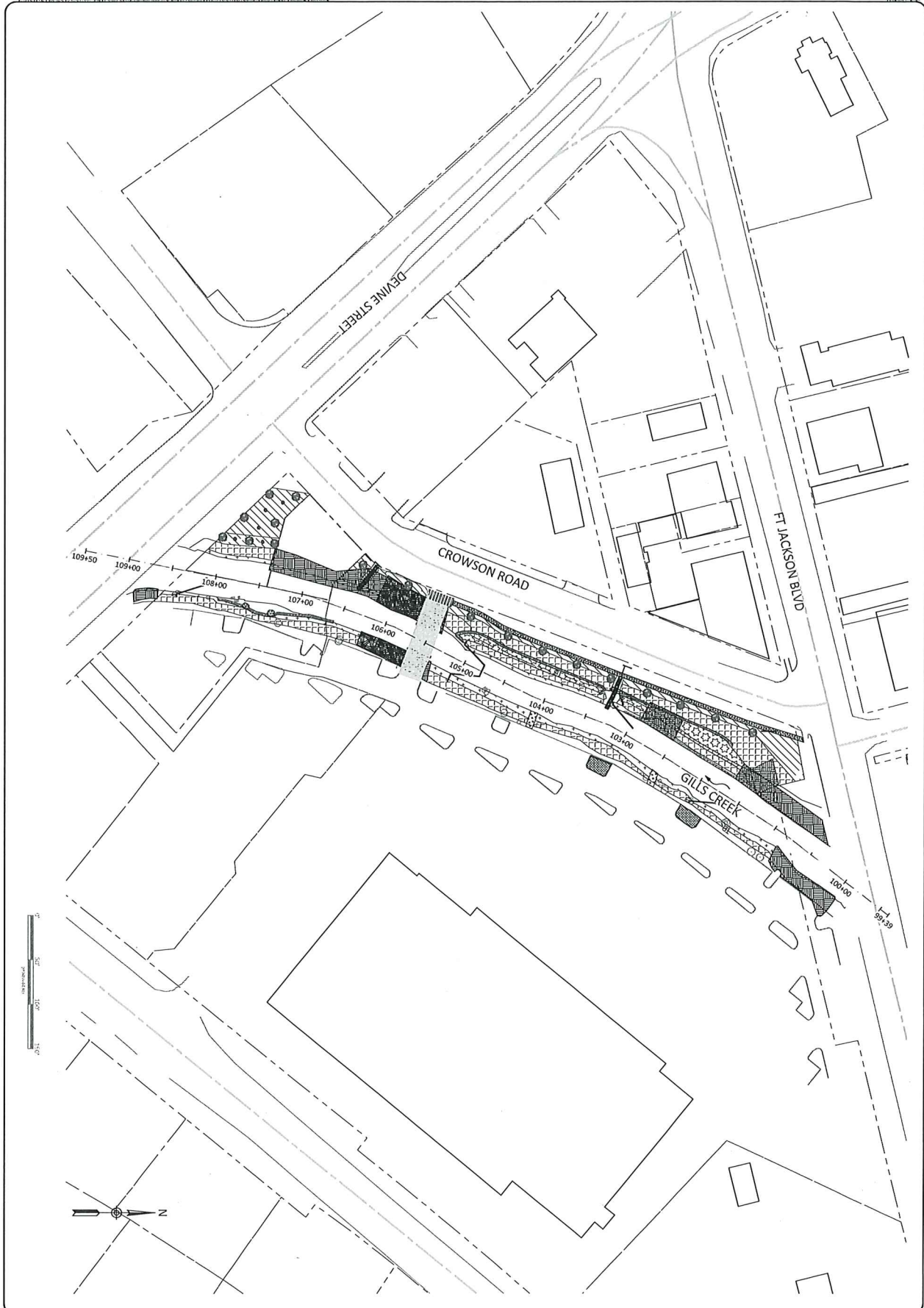
Erosion and Sediment Control Plan
Gills Creek



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T:\ACTIVE PROJECTS\SC\065\210 Gills Creek Stream and WQ Improvement Project\CON\AU\CA\ME\Plan\210 Planting Plan.dwg

August 3, 2020



Date:	07/27/2020	Revisions:	
Job Number:	16210		
Project Engineer:	CS		
Drawn By:	MP/LAB		
Checked By:	DHJ		

7.0

Sheet

Gills Creek Stream and WQ Improvement Project Columbia, SC

Planting Plan Overview
Gills Creek



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- 

PROPOSED STREAMSIDE PLANTING
 7' WIDE BUFFER ZONE ALONG STREAM TO BE PLANTED WITH 1" X 1" SEED BOTTOM 7' AT
 WATER'S EDGE. RIPARIAN SEED MIX, MULCH, HERBACEOUS PLUGS
 AND LIVESTAKES (2 ROWS AT 3' SPACING, DIAMOND PATTERN)
 .129 AC.
- 

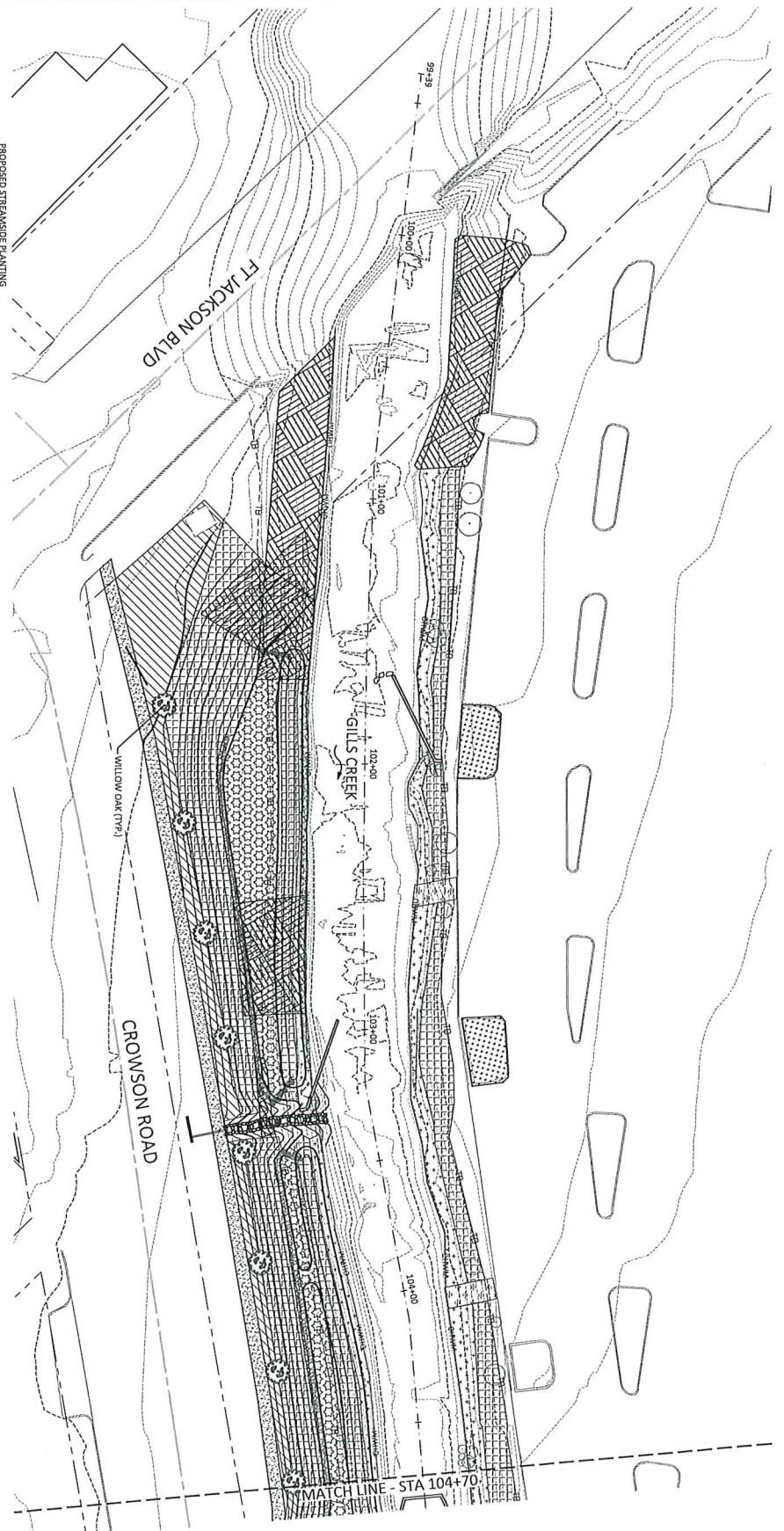
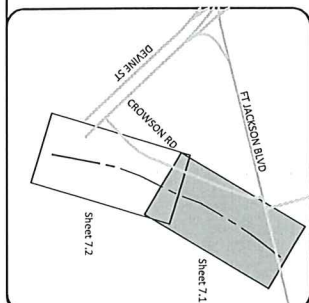
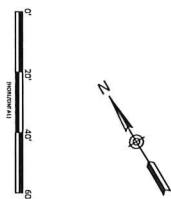
PROPOSED RIPARIAN PLANTING
 TEMPORARY SEED MIX, RIPARIAN SEED MIX, MULCH, CONTAINER
 PLANTING
 .370 AC.
- 

PROPOSED BIOERECTUM PLANTING
 TEMPORARY SEED MIX, RIPARIAN SEED MIX, MULCH, THREE (3)
 SHRUBS AND FOUR (4) HERBACEOUS SPECIES SHOULD BE SEED FOR
 MINIMUM PLANTING DENSITY IS 400 PLANTS/ACRE. PLANT
 CONTAINER SIZE SHOULD BE NO LESS THAN 3-GALON FOR SHRUBS;
 AND 1-QUART FOR HERBACEOUS PLANTS.
 .80 AC.
- 

PROPOSED UPLAND PLANTING - NON-MOWED AREA
 TEMPORARY SEED MIX, UPLAND NON-MOWED AREA SEED MIX,
 MULCH AND BUNKER PLANTING
 .148 AC.
- 

PROPOSED UPLAND PLANTING - MOWED AREA (SOD)
 TEMPORARY SEED MIX, UPLAND MOWED AREA SEED MIX, MULCH,
 .157 AC.

- NOTES:
1. SEE PLANTING REGION, SHEET 7.3, FOR SEED MIXES AND PLANT SPECIES.
 2. SEE DETAILS 1-3, SHEET 9.4 FOR LIVE STAKE, CONTAINER, AND BALL AND BURLAP PLANTINGS.
 3. SEED MIXES FOR UPLAND PLANTING SEED, SOD, AND MULCH TO BE APPLIED TO ADOPTED TURNED AREAS. IN ADDITION, PERMANENT SEED SHALL BE APPLIED TO ADJACENT AREAS OF SHADE VEGETATION AS DIRECTED.
 4. PLANTING OF SEEDS SHOULD BE THROUGHOUT PROJECT ALONG TOE OF CHANNEL FROM LOW FLOW WATER SURFACE TO 2' ABOVE LOW FLOW.
 5. APPLY ADDITIONAL PLANTING AS DIRECTED.



Gills Creek Stream and WQ Improvement Project
 Columbia, SC

Planting Plan
 Gills Creek



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Date:	07/27/2020
Job Number:	16210
Project Engineer:	CS
Drawn By:	MPC/LAP
Checked By:	DHJ

7.1



August 2, 2004

Permanent Planting Applications

Common Name	Scientific Name	Stratum	Individual Spacing	Quantity
Barton Birch	<i>Corynorhiza occidentalis</i>	Shrub	3-6 ft.	125
Nine Bark	<i>Physocarpus opulifolius</i>	Shrub	3-6 ft.	125
Lurel Sedge	<i>Carex lyallii</i>	Herb	3 ft.	125
Soft Rush	<i>Juncus effusus</i>	Herb	3 ft.	125
Woolgrass	<i>Scirpus capensis</i>	Herb	3 ft.	125

TEMPORARY SEED MIX, LINDICUS PERHUS SEED BOTTOM 2 AT WATER'S EDGE, RIPARIAN SEED MIX, MULCH, HERBACEOUS PLUGS AND LIVESTAKES IN ROWS AT 3' SPACING, DIAMOND PATTERN)
.129 AC.

Streamside Planting



TEMPORARY SEED MIX, RIPARIAN SEED MIX, MULCH, CONTAINER PLANTING
.370 AC.

Permanent Planting Applications

Common Name	Scientific Name	Stratum	Individual Spacing	Quantity
Tag Alder	<i>Alnus serrulata</i>	Shrub	3-6 ft.	13
Silky Dogwood	<i>Cornus americana</i>	Shrub	3-6 ft.	14
Bowling Berry	<i>Gallicia americana</i>	Shrub	3-6 ft.	13
Spice Shrub	<i>Gallicia americana</i>	Shrub	3-6 ft.	13
Lurel Sedge	<i>Carex lyallii</i>	Herb	3 ft.	36
Soft Rush	<i>Juncus effusus</i>	Herb	3 ft.	36
Woolgrass	<i>Scirpus capensis</i>	Herb	3 ft.	36

Riparian Planting



TEMPORARY SEED MIX, RIPARIAN SEED MIX, MULCH, THREE (3) SHRUBS AND FOUR (4) HERBACEOUS SPECIES SHOULD BE INCORPORATED. A MINIMUM OF 32 PLANTS SHALL BE USED FOR EACH 100' OF STREAM. PLANTS SHALL BE USED IN CONTAINERS. CONTAINER SIZE SHOULD BE NO LESS THAN 3-GALLON FOR SHRUBS AND 1-QUART FOR HERBACEOUS PLANTS.
.08 AC.

Permanent Planting Applications

Common Name	Scientific Name	Stratum	Individual Spacing	Quantity
Switch Grass	<i>Panicum virgatum</i>	Herb	3 ft.	8
River Grass	<i>Chenopodium bifolium</i>	Herb	3 ft.	8
Indian Grass	<i>Sorghastrum nutans</i>	Herb	3 ft.	8
Summersweet	<i>Celastrus orbicula</i>	Shrub	3-6 ft.	5
Virginia Sweetspire	<i>Ilex verticillata</i>	Shrub	3-6 ft.	5
Aronia	<i>Viburnum dentatum</i>	Shrub	3-6 ft.	5
Blackberry	<i>Rubus glaberrimus</i>	Shrub	3-6 ft.	5

Bioretention Planting



NON-MOWED AREA
TEMPORARY SEED MIX, UPLAND NON-MOWED AREA, SEED MIX, MULCH, BALL AND BURLAP PLANTING
.018 AC.

Permanent Planting Applications

Common Name	Scientific Name	Stratum	Individual Spacing	Quantity
Sycamore	<i>Pterocarya occidentalis</i>	Canopy	16 ft.	2
White Oak	<i>Quercus alba</i>	Canopy	16 ft.	2
Shumard Oak	<i>Quercus shumardii</i>	Canopy	16 ft.	2
Redbud	<i>Cercis canadensis</i>	Mid-story	8 ft.	2
Sweetbay magnolia	<i>Magnolia virginiana</i>	Mid-story	8 ft.	1
Shadblow Serviceberry	<i>Amelanchier canadensis</i>	Mid-story	8 ft.	2
Willow Oak	<i>Quercus phellos</i>	Canopy	16 ft.	11

Upland Planting



Seed Mixes

Temporary Seeding			
Approved Date	Common Name	Scientific Name	Density (lb/acre)
Aug 15 - May 1	Pine Grass	<i>Scirpus capensis</i>	140
May 1 - Aug 15	German Millet	<i>Setaria italica</i>	50

Riparian Seed Mix (Density 20 lb/acre)		
Common Name	Scientific Name	Percentage
Indian Grass	<i>Sorghastrum nutans</i>	15%
Deer Tongue	<i>Diarrhena candelabrum</i>	15%
Riverbank wildrye	<i>Elymus riparius</i>	10%
Virginia wildrye	<i>Elymus virginicus</i>	10%
Fox Sedge	<i>Carex vulpinoidea</i>	10%
Winter Berggrass	<i>Agrostis hyemalis</i>	5%
Redtop Paragrass	<i>Panicum rigidulum</i>	5%
Switchgrass	<i>Panicum virgatum</i>	5%
Prairie Coreopsis	<i>Careopsis tinctoria</i>	5%
Unadorned Coreopsis	<i>Careopsis tinctoria</i>	5%
Black-eyed Susan	<i>Rudbeckia hirta</i>	5%
Bur Marigold	<i>Bidens arifolia</i>	5%
Swamp Sunflower	<i>Helianthus scaberrimus</i>	5%

Upland Seed Mix (Density 20 lb/acre)		
Non-mowed Area		
Common Name	Scientific Name	Percentage
Indian Grass	<i>Sorghastrum nutans</i>	20%
Virginia wildrye	<i>Elymus virginicus</i>	20%
White bluestem	<i>Schizanthus scoparius</i>	15%
Purple top	<i>Tridax florus</i>	12%
Prairie coreopsis	<i>Careopsis tinctoria</i>	5%
Unadorned coreopsis	<i>Careopsis tinctoria</i>	5%
Black-eyed susan	<i>Rudbeckia hirta</i>	5%
Bur marigold	<i>Bidens arvensis</i>	5%
Swamp sunflower	<i>Helianthus scaberrimus</i>	5%
Purple coneflower	<i>Echinacea purpurea</i>	5%
Common milkweed	<i>Asclepias syriaca</i>	3%

Seed			
Common Name	Moved Area	Scientific Name	Percentage
Bermuda Grass	Considered desirable		100%

Gills Creek Stream and WQ Improvement Project

Columbia, SC

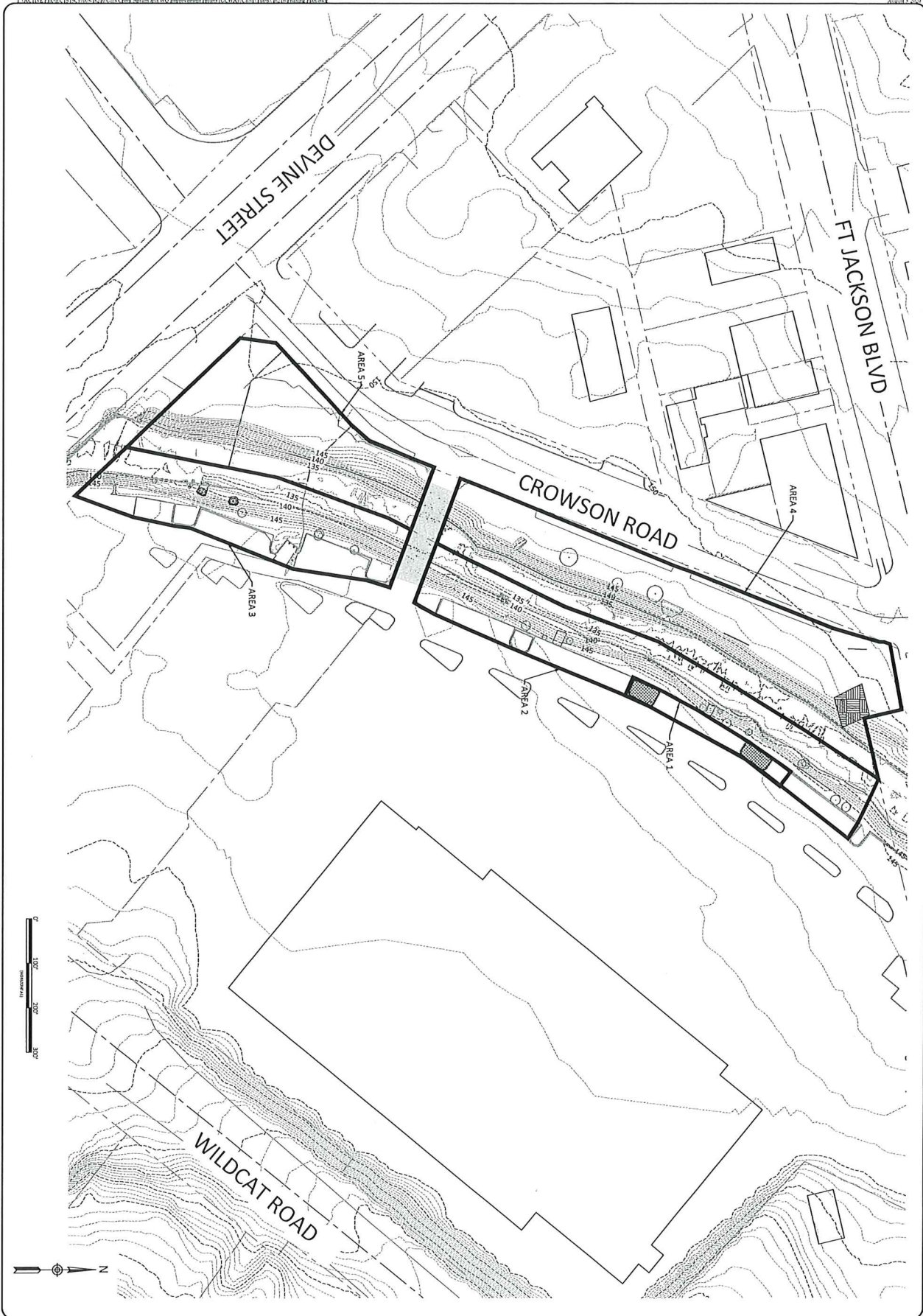
Planting Regions
Gills Creek



Date: 07/27/2004
Task Number: 16210
Project Engineer: CS
Project Manager: MJC
Checked By: CHJ

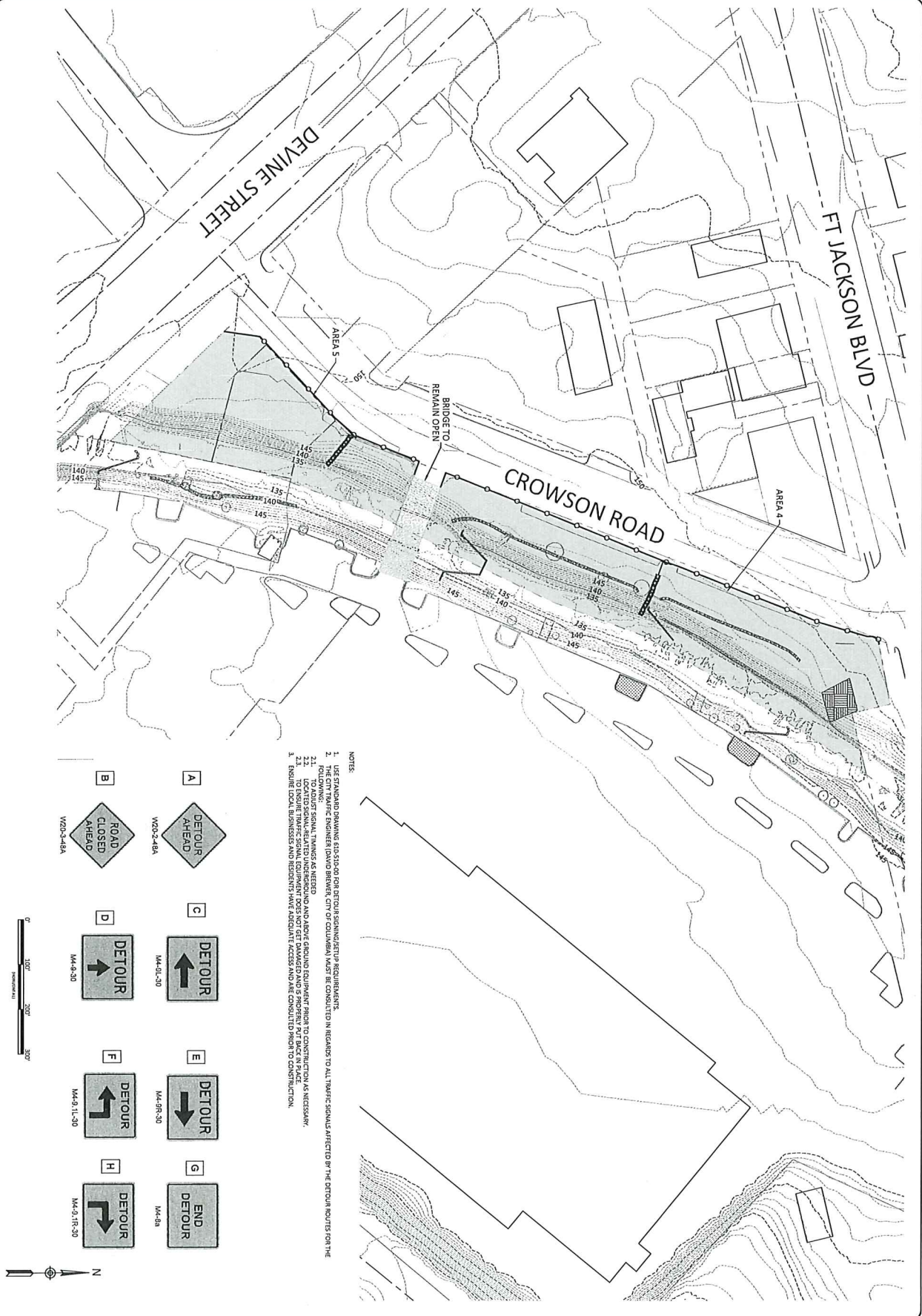
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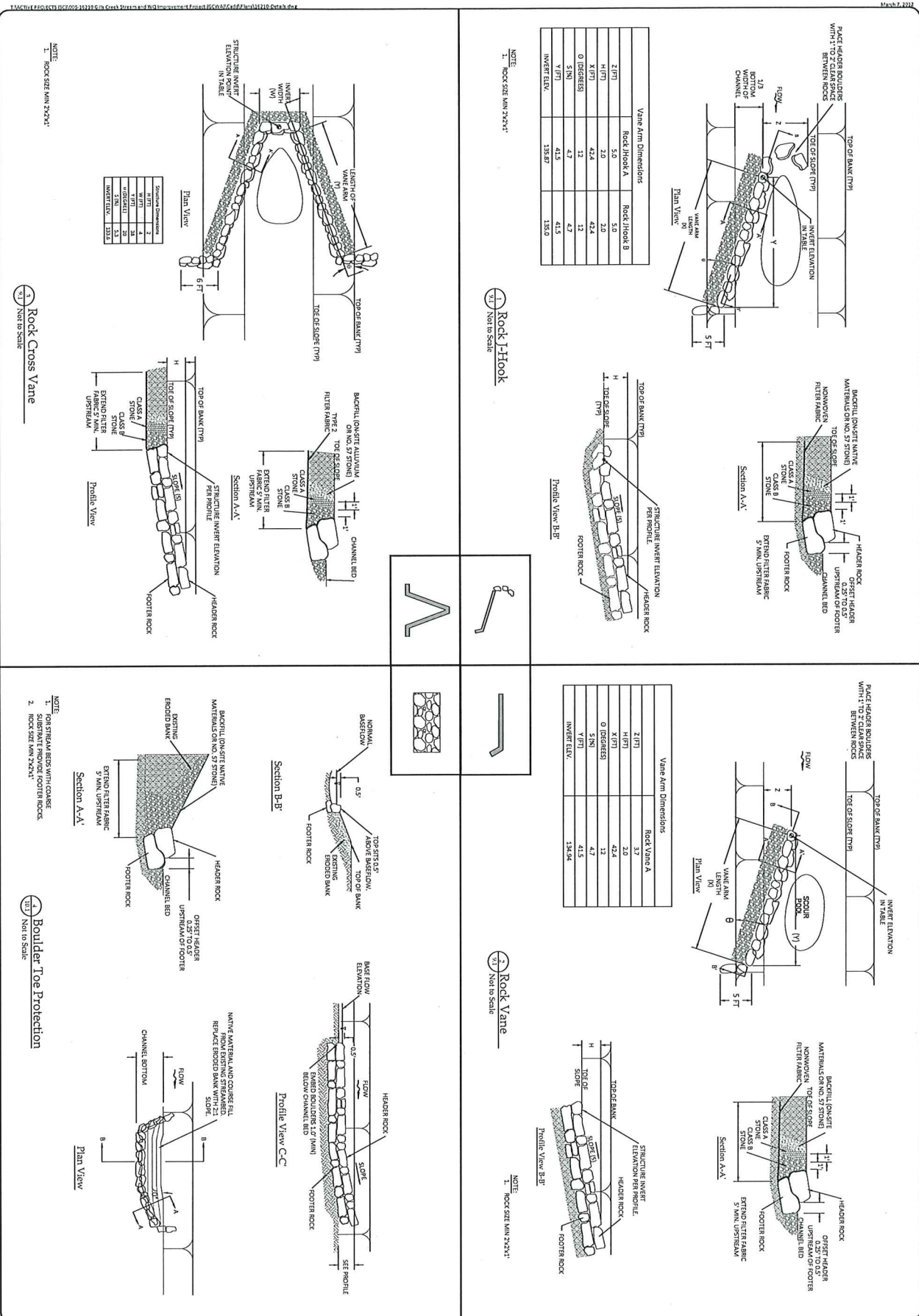
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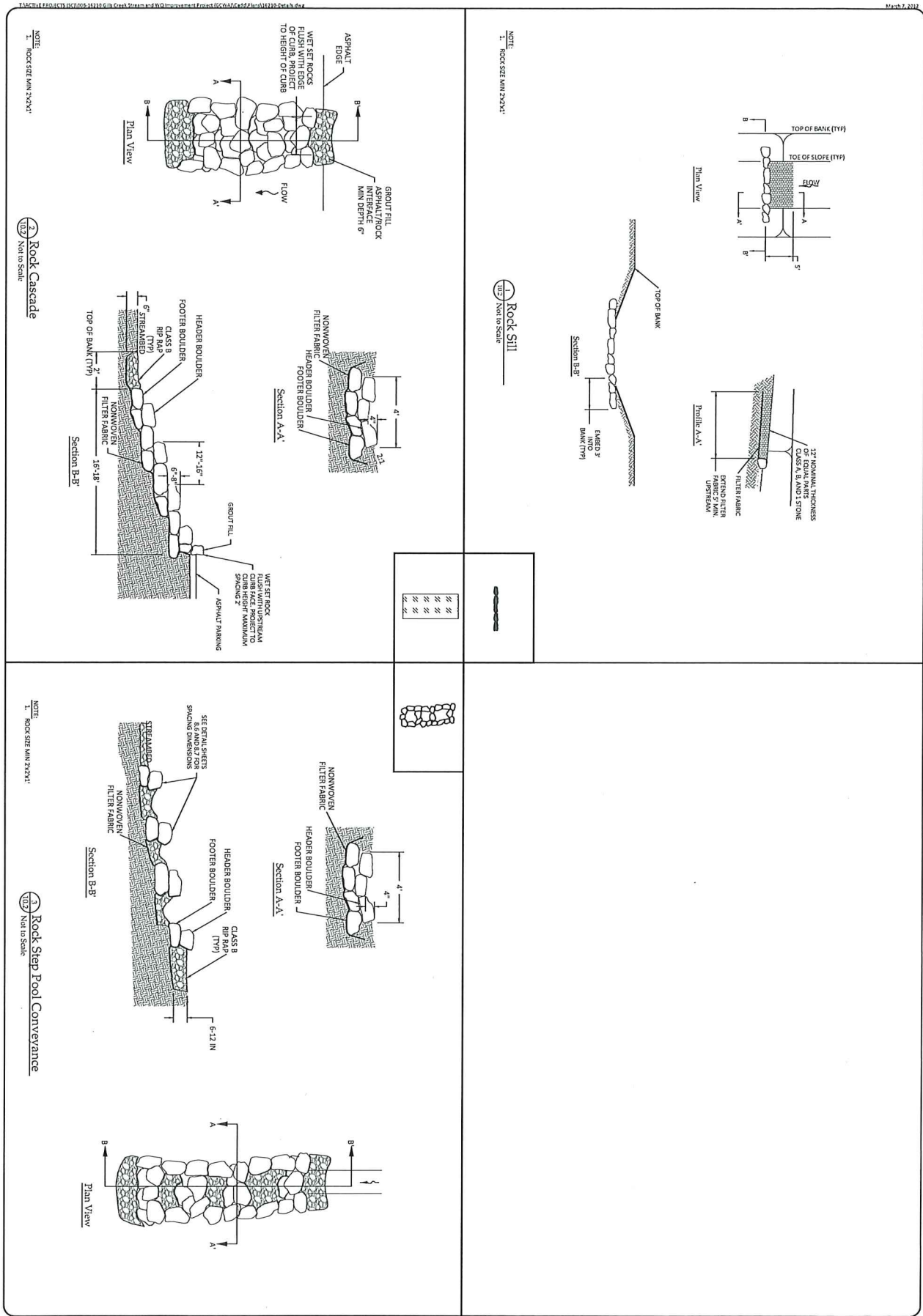




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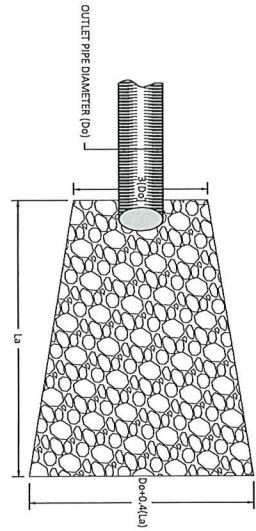






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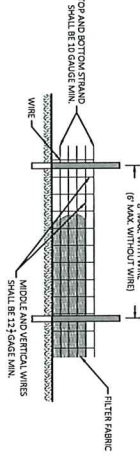
March 7, 2012



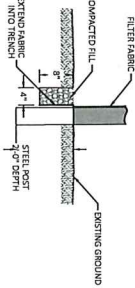
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1	24x1.5	20	
2	3	15	

1. Outlet Protection

(100) Not to Scale

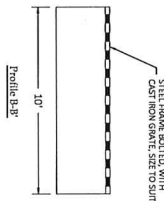
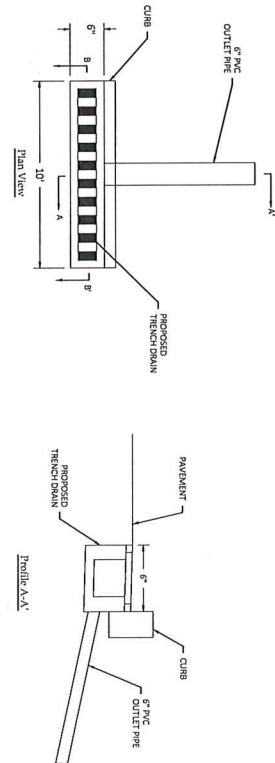


- NOTES:
1. USE WIRE A MINIMUM OF 10 GAUGE WIRE AND WITH A MINIMUM OF 6 LBS OF WIRE WITH 12" STAY SPACING.
 2. USE WIRE A MINIMUM OF 12" STAY SPACING.
 3. WIRE SHALL BE DIRECTED BY THE ENGINEER.
 4. WIRE SHALL BE DIRECTED BY THE ENGINEER.
 5. WIRE SHALL BE DIRECTED BY THE ENGINEER.
 6. WIRE SHALL BE DIRECTED BY THE ENGINEER.
 7. WIRE SHALL BE DIRECTED BY THE ENGINEER.
 8. WIRE SHALL BE DIRECTED BY THE ENGINEER.
 9. WIRE SHALL BE DIRECTED BY THE ENGINEER.
 10. WIRE SHALL BE DIRECTED BY THE ENGINEER.



2. Temporary Silt Fence

(100) Not to Scale

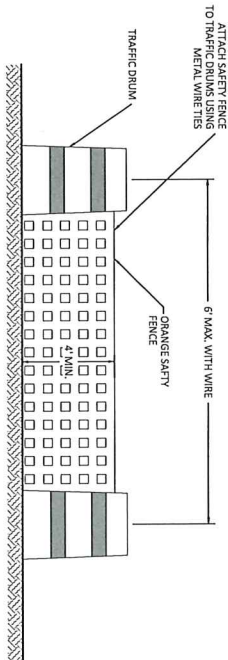


3. Trench Drain

(100) Not to Scale

NOTE: LOCATION OF TRENCH DRAINS TO BE IDENTIFIED IN THE FIELD BY ENGINEER.

MATERIAL SPECIFICATIONS	
PHYSICAL PROPERTY	TESTS
MATERIAL	N/A
RECOMMENDED COLOR	N/A
TENSILE YIELD	ASTM D638
ULTIMATE TENSILE STRENGTH	ASTM D638
ELONGATION AT BREAK (%)	ASTM D638
CHEMICAL RESISTANCE	N/A
	INERT TO MOST CHEMICALS AND ACIDS



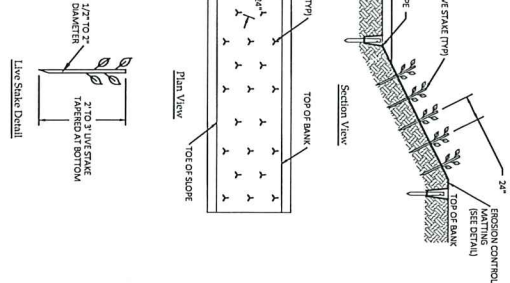
4. Safety Fence

(100) Not to Scale

March 7, 2017

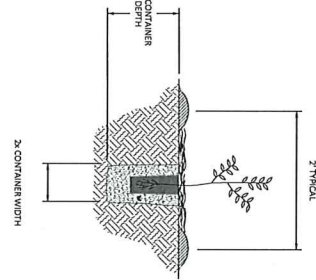
1 Live Staking

1/4" Not to Scale



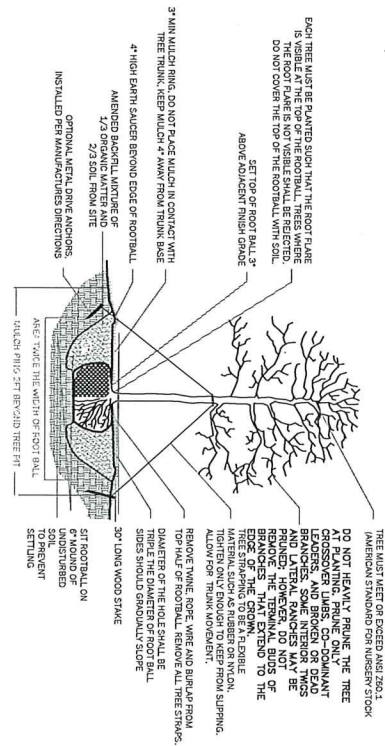
2 Containerized Planting

1/4" Not to Scale



3 Ball and Burlap Planting

1/4" Not to Scale

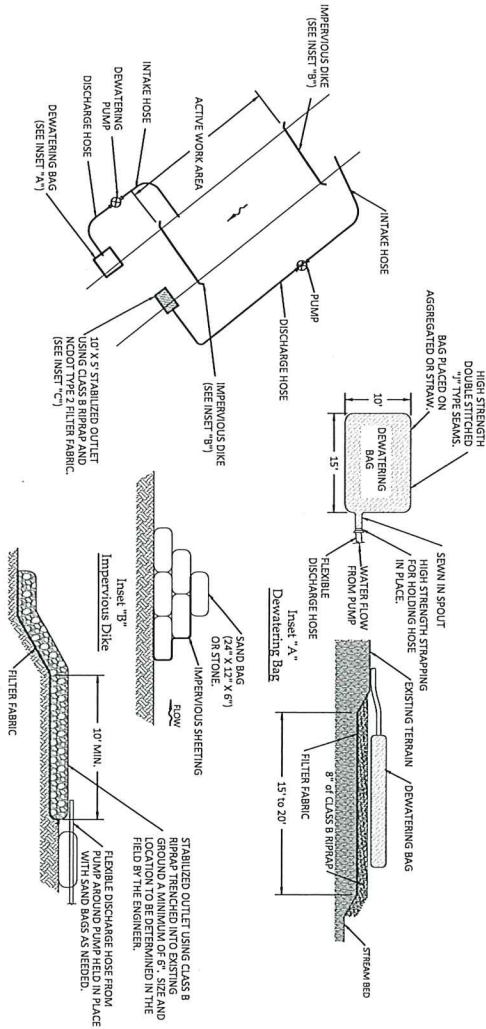


- NOTE:
- PROVIDE STABILIZED OUTLET TO STREAMBED.
 - ALL WORK WITHIN CHANNEL TO BE COMPLETED PRIOR TO PUMP-AROUND PLAN TO BEGIN CONSTRUCTION.

Plan View

4 Pump Around System

1/4" Not to Scale

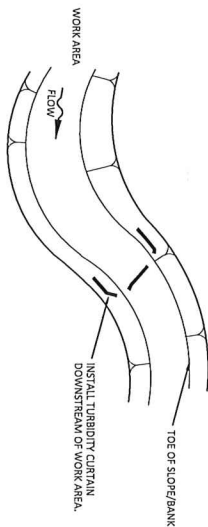


Stabilized Outlet

- NOTE:
1. TURBIDITY CURTAIN SHOULD BE INSTALLED DIRECTLY DOWNSTREAM OF WORK AREA AND INSTALLED IN STREAM TO CAPTURE ANY STREAM FLOW THAT MOVING WATER AND INSTALLED ACCORDING TO MANUFACTURER'S RECOMMENDATIONS. GOT FASTWATER SCREEN OR SIMILAR REPLACEMENT.
 2. TURBIDITY CURTAIN SHOULD BE INSPECTED, MAINTAINED, AND ADJUSTED DAILY TO ENSURE PROPER FUNCTION.

5 Turbidity Curtain

1/4" Not to Scale



Gills Creek Stream and WQ Improvement Project
Columbia, SC

Details

Date:	07/27/2017
By:	WJH
Check By:	WJH
Drawn By:	WJH
Project Engineer:	WJH

10.4

Sheet



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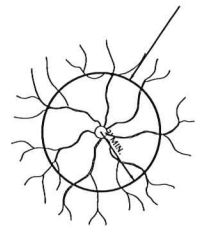
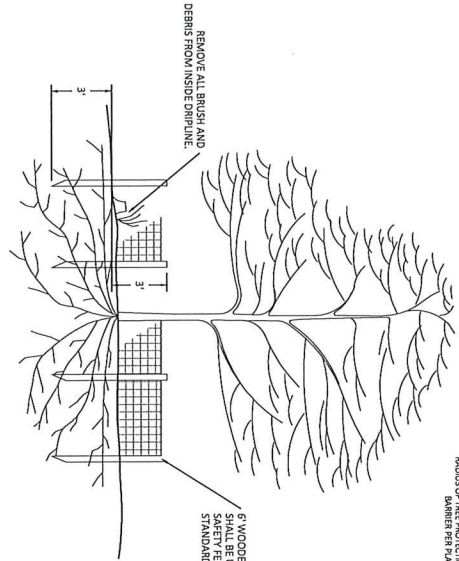
March 7, 2017

- NOTES:
1. ALL TREE PROTECTION BARRIERS SHALL BE REMOVED PRIOR TO CONTRACTOR DEMOBILIZATION.
 2. SEE PLANS FOR LOCATION OF ALL TREE PROTECTION BARRIERS.

1 Tree Protection

10.5 Not to Scale

Section View

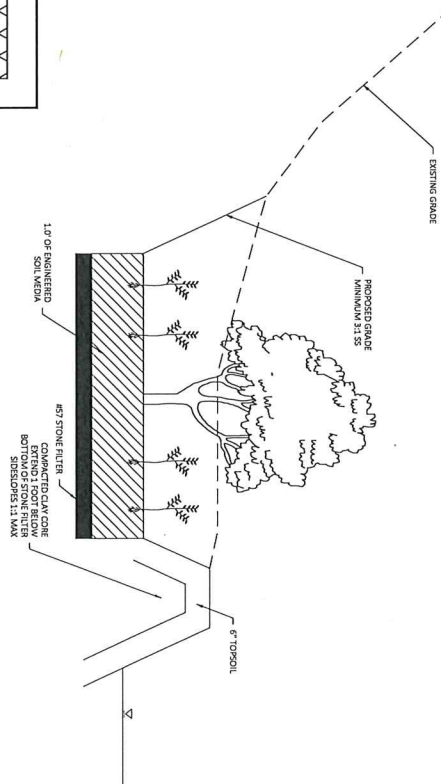


Plan View



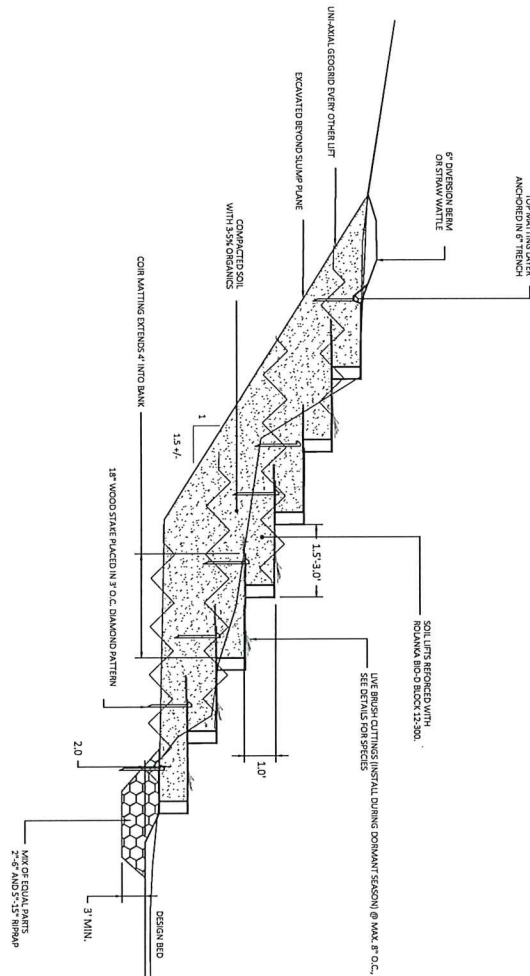
2 Bioretention

10.5 Not to Scale



3 Geolift

10.5 Not to Scale



Date	07/27/2020	Revision	
Job Number	16210		
Project Engineer	GP		
Drawn by	MJC/LAH		
Checked by	EXH		

10.5

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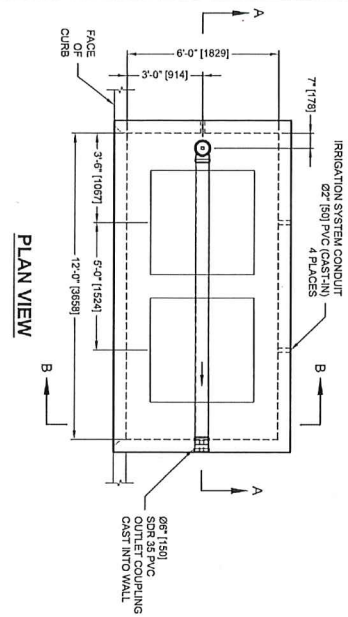
Gills Creek Stream and WQ Improvement Project Columbia, SC

Details



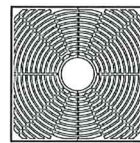
WILDLANDS
ENGINEERING
497 Brannon Ct, Suite 104
Mount Pleasant, SC 29464
Tel. 843.277.1000
Fax. 843.212.1000

March 2, 2012

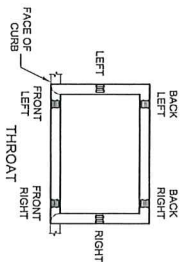


Ø 7" x 8" [178 x 203]
CLEANOUT
(ACTUAL PRODUCT MAY VARY)
N.T.S.

48" x 48" [1219 x 1219]
TREE GRATE
(ACTUAL PRODUCT MAY VARY)
N.T.S.

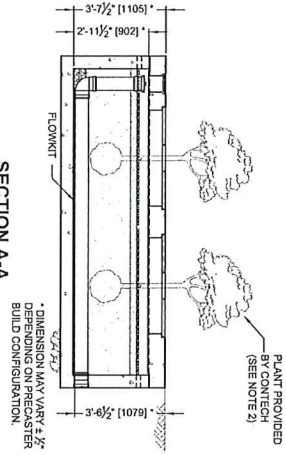


OUTFLOW PIPE ORIENTATION OPTIONS
ORIENTATION REFERENCE IS INLET THROAT

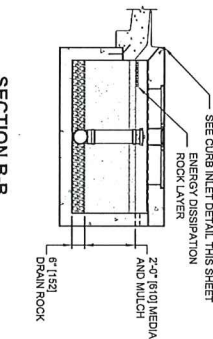


FILTERRA DESIGN NOTES

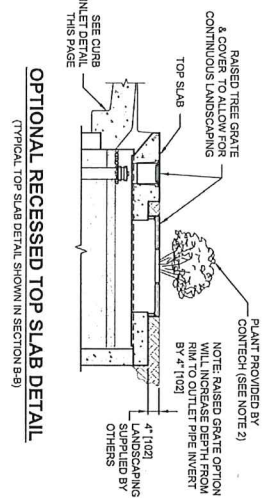
THE FILTERRA TREATMENT CAPACITY IS DETERMINED BY THE TREATMENT RATE OF THE FILTERRA MEDIA. A SEPARATE INLET STRUCTURE MUST BE INSTALLED DOWNSTREAM OF THE OFFLINE FILTERRA TO CONVEY FLOWS IN EXCESS OF THE SYSTEM DESIGN CAPACITY. SEE THE FILTERRA DESIGN, OPERATION, AND PERFORMANCE GUIDE FOR MORE INFORMATION.



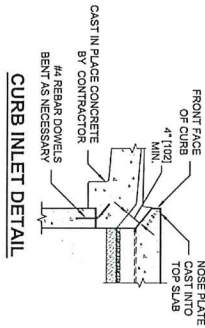
SECTION A-A



SECTION B-B



OPTIONAL RECESSED TOP SLAB DETAIL
(TYPICAL TOP SLAB DETAIL SHOWN IN SECTION B-B)



CURB INLET DETAIL

DATA REQUIREMENTS				
SITE SPECIFIC				
STRUCTURE ID			*	*
SYSTEM TREATMENT CAPACITY (GPD / DAY)			*	*
WATER QUALITY FLOW RATE (GPD / DAY)			*	*
WATER FLOW RATE (GPD / DAY)			*	*
RETURN PERIOD OF PEAK FLOW (HRS)			*	*
REQUIRED MEDIA INFILTRATION RATE			*	*
PIPE DATA				
OUTLET PIPE	*	1" E.	MATERIAL	DIAMETER
		SCH 40 PVC		4"
CURB OPENING ORIENTATION				
TOP OF CURB ELEVATION			*	*
ANTIFLOUT BALLAST				
IF REQUIRED			WIDTH	HEIGHT
NOTES/SPECIAL REQUIREMENTS			*	*
* PER ENGINEER OF RECORD				

* PER ENGINEER OF RECORD

- GENERAL NOTES**
1. CONTRACTOR TO PROVIDE ALL MATERIALS UNLESS NOTED OTHERWISE.
 2. PLANT, MULCH, AND DISSIPATION ROCK ARE SUPPLIED BY CONTECH AND DELIVERED AT TIME OF SYSTEM ACTIVATION. PLANT SELECTION SHALL BE DONE BY THE ENGINEER OF RECORD IN ACCORDANCE WITH THE PROJECT PLANS AND SPECIFICATIONS.
 3. DIMENSIONS MARKED WITH (1) ARE REFERENCED DIMENSIONS. ACTUAL DIMENSIONS MAY VARY.
 4. DIMENSIONS MARKED WITH (2) ARE REFERENCED DIMENSIONS AND WEIGHTS. PLEASE CONTACT YOUR CONTECH REPRESENTATIVE.
 5. FILTERRA WATER QUALITY STRUCTURE SHALL BE IN ACCORDANCE WITH ALL DESIGN DATA AND INFORMATION CONTAINED IN THIS DRAWING.
 6. STRUCTURE ON THE WALLS ON THE STRUCTURE.
 7. FILTERRA STRUCTURE SHALL BE PRECAST CONCRETE CONFORMING TO ASTM C-857, ASTM C-918, AND A-2418 LOAD FACTOR DESIGN METHOD.
- INSTALLATION NOTES**
- A. ANY SUB-BASE, BACKFILL, DEPTH, AND/OR ANTI-FLOTATION PROVISIONS ARE SITE-SPECIFIC DESIGN CONSIDERATIONS AND SHALL BE SPECIFIED BY THE ENGINEER OF RECORD.
 - B. CONTRACTOR TO PROVIDE EQUIPMENT WITH SUFFICIENT LIFTING AND REACH CAPACITY TO LIFT AND SET THE FILTERRA VAULT LIFTING CLUTCHES PROVIDED. SPREADER BAR WITH SUFFICIENT CABLE IS REQUIRED FOR SAFETY AND REDUCTION OF DAMAGE TO CONCRETE STRUCTURE.
 - C. CONTRACTOR TO INSTALL JOINT SEALANT BETWEEN ALL VAULT SECTIONS AND ASSEMBLY VAULT.
 - D. CONTRACTOR TO PROVIDE SUFFICIENT LIFTING AND REACH CAPACITY TO LIFT AND SET THE FILTERRA VAULT LIFTING CLUTCHES PROVIDED.
 - E. CONTRACTOR TO SUPPLY AND INSTALL INLET PROTECTION BAR IF REQUIRED BY LOCAL JURISDICTION.
 - F. CONTRACTOR TO TAKE APPROPRIATE MEASURES TO PROTECT FILTERRA MEDIA BAY FROM CONSTRUCTION-RELATED EROSION RUNOFF.
 - G. CONTECH IS RESPONSIBLE FOR ACTIVATION OF THE SYSTEM AND PLANTING OF THE PLANT THAT IS SPECIFIED. ACTIVATION ONLY OCCURS WHEN THE FILTERRA UNIT MUST BE INSTALLED AND SPENT CLEAN OF CONSTRUCTION DEBRIS.
 - H. FILTERRA UNIT MUST BE INSTALLED AND SPENT CLEAN OF CONSTRUCTION DEBRIS. EACH FILTERRA UNIT INCLUDES IRRIGATION HOLES FOR NEW OR EXISTING IRRIGATION LINES.



CONTECH
ENGINEERED SOLUTIONS LLC
www.conteches.com
2025 Center Pointe Dr., Suite 400, West Chester, OH 45380
800-538-1122 513-845-7000 513-845-7933 FAX

FILTERRA 12x6 OFFLINE STANDARD
LONG SIDE INLET
MODEL: FT1206

NOTES:
1. CONTRACTOR TO PROVIDE DETAILED SHOP DRAWING OF FILTERRA PRIOR TO MANUFACTURE OR INSTALLATION.

Date: 07/27/2010
By: [Signature]
Project Engineer: [Signature]
Drawn By: MONTA
Checked By: [Signature]

10.6

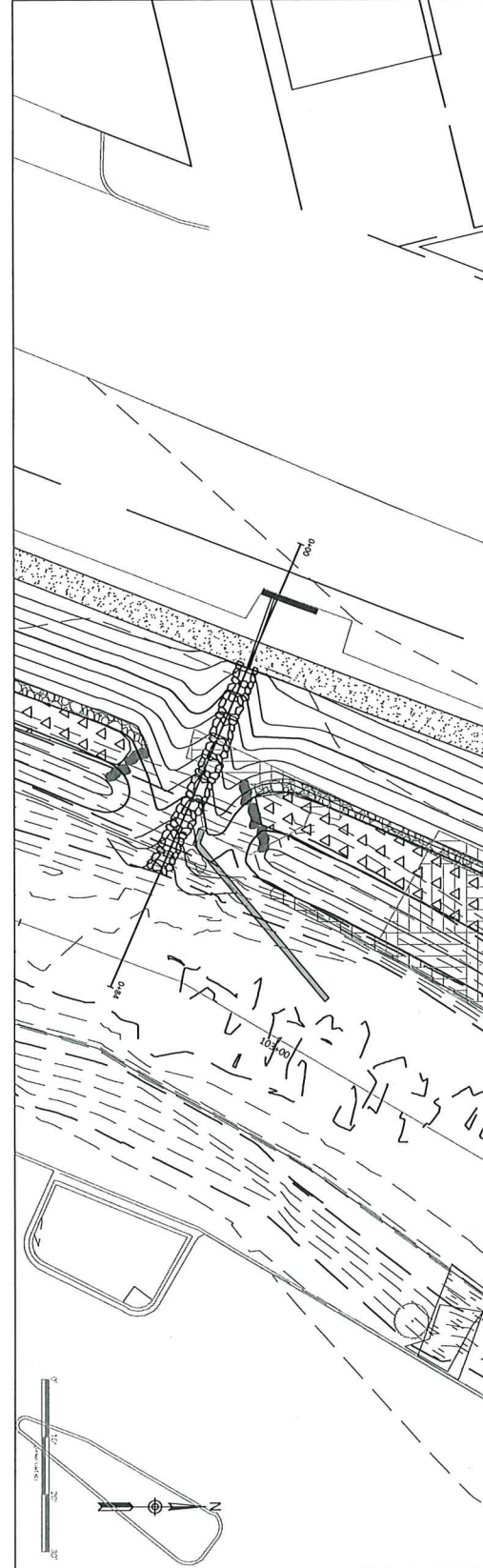
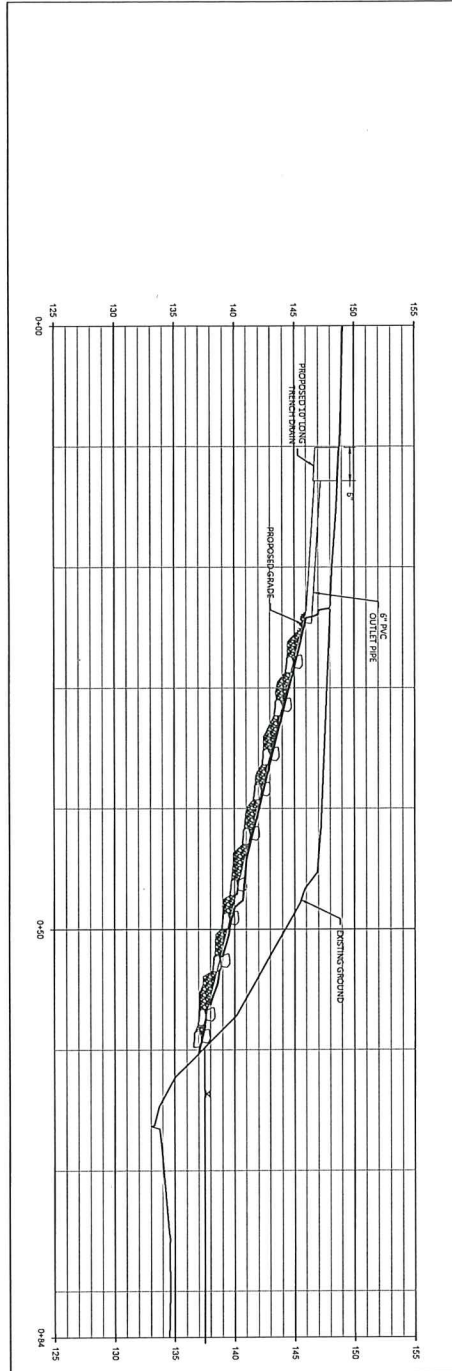
Gills Creek Stream and WQ Improvement Project
Columbia, SC
Details



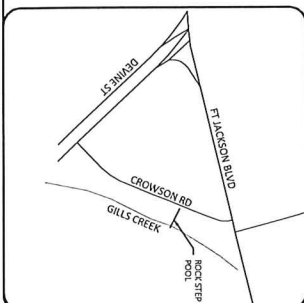
WILDLANDS
ENGINEERING
497 Princeton Ct., Suite 104
North Charleston, SC 29504
Tel: 843-277-6321
Fax: 843-212-1101

T:\Mtl\1720\GIS\DWG\1720-103-25-01.dwg March 7, 2017

March 7, 2017



1 Rock Step Pool Conveyance STA 103+25
100' Not to Scale



Date: 07/27/2020
 Job Number: 16210
 Project Engineer: CS
 Design: MKC/LAF
 Checked By: CHJ

Revision	

Gills Creek Stream and WQ Improvement Project
 Columbia, SC

Details



WILDLANDS
 ENGINEERING
 497 Brecken Ct. Suite 104
 Mount Pleasant, SC 29564
 Tel: 843.277.6201
 Fax: 843.212.1111

10.7

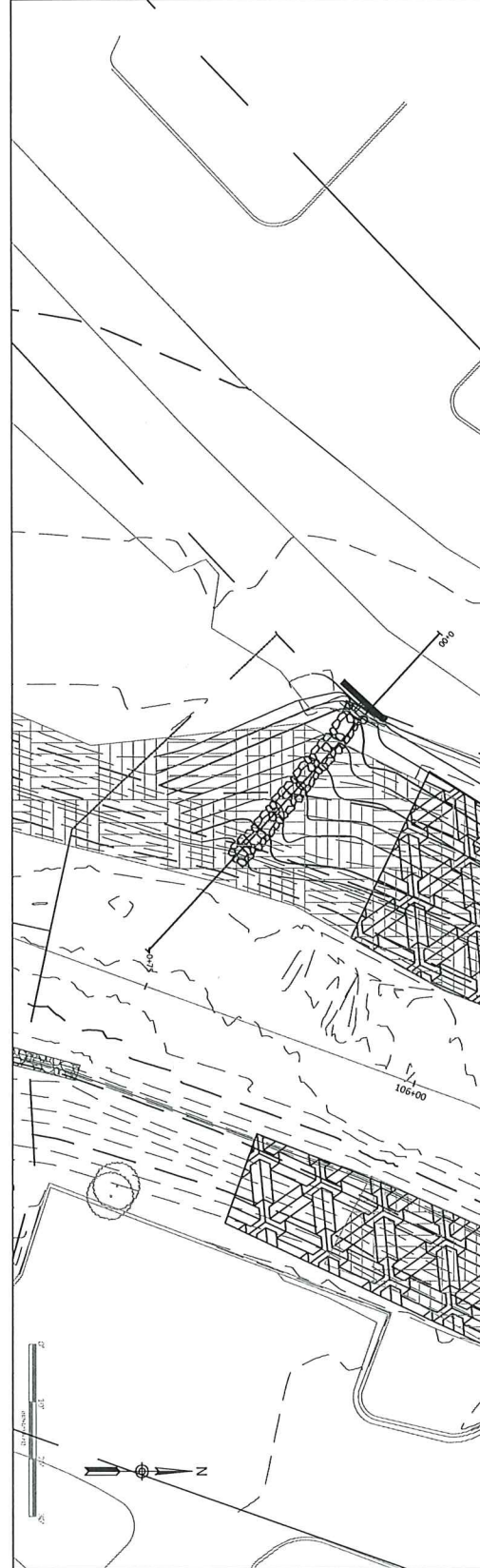
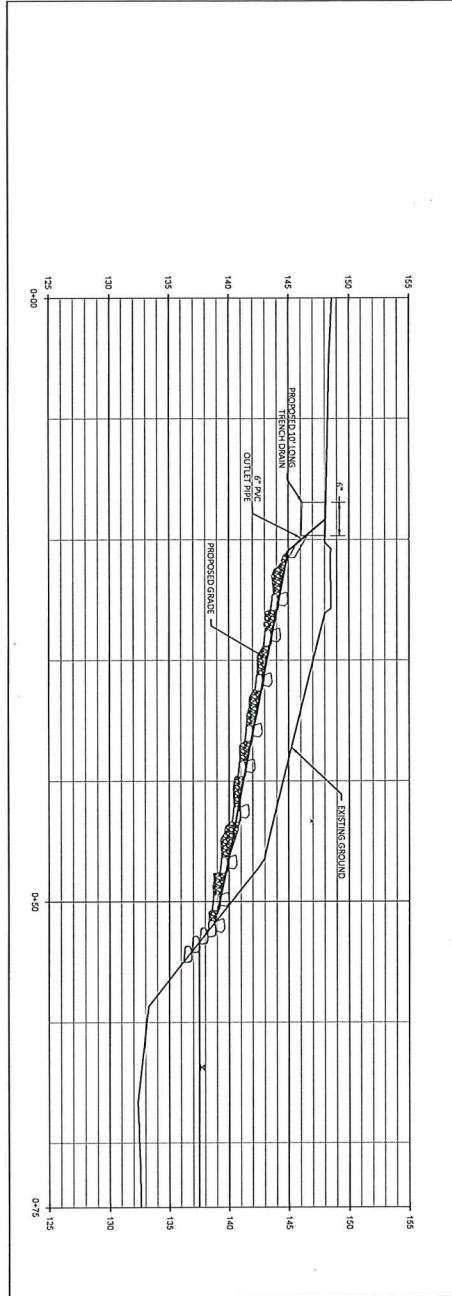
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March 7, 2012

Rock Step Pool Conveyance STA 106+55

Not to Scale



Date	07/27/2020
Job Number	16210
Project Engineer	CS
Drawn By	MRC/LAF
Checked By	DHJ

10.8

Gills Creek Stream and WQ Improvement Project
Columbia, SC

Details



WILDLANDS
ENGINEERING
497 Brannon Ct. Suite 104
Mount Pleasant, SC 29404
Tel: 843.277.0000
Fax: 843.212.0000

Wildlands Engineering, Inc.
497 Bramson Court, Suite 104
Mt. Pleasant, SC 29464



PREPARED BY:

February 1, 2021

CONSTRUCTION SPECIFICATIONS

Gills Creek Stream and Water Quality Improvement Project
Gills Creek Watershed Association
Columbia, South Carolina



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GENERAL NOTES AND CONSTRUCTION SEQUENCE

Construction activities shall be completed according to the construction notes and sequence detailed below.

All construction on this project shall be completed in accordance with applicable portions of the City of Columbia Engineering Regulations Manual, City of Columbia Best Management Practice (BMP) Design Manual, South Carolina Department of Transportation's Standard Specifications for Highway Construction, 2007 Edition (Division 200 through Division 816), the South Carolina Department of Transportation's 2004 Construction Manual, the Construction Specifications herein in effect at the time of bidding. All information contained in the SCDOT specifications referenced above, shall carry their full weight and force as if included in this document verbatim, and are hereby incorporated into this document by reference.

The Project Owner is the Gills Creek Watershed Association, in cooperation with the City of Columbia as the contracting Agent. Any reference in the specifications or special provisions to the terms "Owner" or "City" or other like terms used to describe the facility Owner, shall be interpreted as meaning the Gills Creek Watershed Association or the City of Columbia, as appropriate. Where SCDOT specifications refer to the Resident Construction Engineer (RCE), the City Engineer shall be consulted. All references herein to the City Engineer shall mean the City of Columbia Engineer or their designee.

No portion of the SCDOT Specifications before Division 200 shall be in effect and/or used on this project unless specified by the following special provisions.

All references to Landowner coordination herein will be facilitated by the City or Engineer. Landowner approval will be provided to the City/Engineer in writing via email within 48 hours of notification, unless otherwise agreed upon by the City/Engineer and the Landowner.

Construction activities shall be prohibited on this site from October 1 through February 1 without the express writing permission of the Landowner.

Definitions:

City – The City refers to the City of Columbia City Engineer, or their designated representative.

Contract Documents – Legal contract, and associated documentation, including approved Plans and Specifications, agreed to by the Owner and Contractor.

Contractor – Selected Contractor for the construction of the Project as approved by the Owner.

Engineer – Where referenced herein, Engineer or Design Engineer refers to the engineer responsible for the implementation and final certification of the Project. This must be a registered Professional Engineer within the State of South Carolina, or adequately experienced designee as appointed by the Owner. Where applicable, modifications to the Plans and Specifications may be necessary as field conditions warrant. Changes to the Contract Documents without consent of the Design Engineer absolve the Design Engineer and their representatives from liability associated with the performance and function of the modified portions of the Contract Documents.

Landowner – The registered owner of the property, or his designee, on which the project is to take place. The Landowner must be the owner of record for the designated property as recorded in the Register of Deeds Office of Richland County. The Landowner may identify a designee to coordinate with the Owner for the Project. This designee must be identified in writing to the Owner.

Owner – The Owner herein shall refer to the Gills Creek Watershed Association (GCWA). The Owner shall designate an Owner Representative to facilitate day-to-day activities associated with the Project including, but not limited to, contractual concerns, requests for information (RFIs), pay applications, construction administration and compliance with the approved Plans and Specifications. References to the Owner herein interchangeably refers to the Owner or their representative(s).



1. All erosion and sediment control practices shall comply with the SCDHEC Storm Water Best Management Practice (BMP) Handbook and applicable portions of the City of Columbia Engineering Regulations Manual and the City of Columbia Best Management Practice (BMP) Design Manual.
2. For in-stream work, the Contractor will install pump-around systems or cofferdams as a sediment and erosion control practice. The Contractor shall not remove a pump-around system or advance to subsequent work zones until the disturbed work zone is stabilized in accordance with the Contract Documents. If flow is not sufficient at the time of construction to cause sedimentation to downstream waters, pump-around operations may not be required, as determined by the Engineer. In these cases, rock check dams will be implemented in accordance with spacing and placement requirements outlined

General Construction Notes:

The construction sequence outlined below represents general construction activities, sediment and erosion control measures and detailed measures to facilitate the construction of the Project. Prior to land disturbing activities, the Contractor shall provide the Engineer with a detailed sequence of construction, including timeframes for completion of each area as defined below. This sequence will include the proposed construction sequence for each construction area, general timeline for completion and stabilization of each area and any proposed staging or stockpile areas that may deviate from the Contract Documents. The Engineer will review this detailed sequence of construction for compliance with the Stormwater Pollution Prevention Plan (SWPPP) for the Site and applicable permit requirements. The Contractor will not commence land disturbing activities or mobilization prior to approval of the construction sequence by the Engineer. Deviations to the construction sequence and/or other requirements of these specifications approved by the Engineer shall be documented and maintained as part of the on-site SWPPP (OS-SWPPP).

Construction shall commence in accordance with the construction sequence as approved by the Engineer. In general, the construction sequence shall, at a minimum, include the initial site preparation, grading activities, installation of in-stream structures, installation of water quality treatment devices and construction demobilization steps listed below.

Construction Sequence:

Construction Notes and Construction Sequence

Work Zone – The disturbed area within the Site limits that can be disturbed on a daily basis. For the purposes of this project, active work zones shall be identified sequentially as part of the Contractor's final construction sequence as approved by the Engineer and Landowner. Unless otherwise approved by the Engineer, construction will be conducted in active work zones such that work can be completed and stabilized within one working day. Mass clearing and grubbing or grading outside of the active work zone is prohibited. Work zone lengths may be modified at the discretion of the Engineer.

Specifications – Specifications include the general and technical requirements associated with the completion of the Project included within the Contract Documents. Specifications, technical and otherwise, outlined as part of this document and identified on the accompanying Plans, are limited in their application to the Project and shall not be construed as design specifications or guidance beyond the limits and scope of the Project.

Select Material – Select material used for backfilling and grading consists of clay, clay loam, or sandy clay loam soil that is free of rock and organic debris.

Site – The Site referenced herein refers to the construction area as identified in the *Gillis Creek Stream and WQ Improvement Project* and associated Contract Documents.

SCDHEC – South Carolina Department of Health and Environmental Control.

Plans – References to Plans herein refer to the approved construction plans entitled *Gillis Creek Stream and WQ Improvement Project* and dated July 27, 2020.



1. Contact South Carolina "Call 811 Before You Dig" Center (1.888.721.7877) before any excavation.
2. An on-site pre-construction conference must be held prior to initiating construction activities.
3. Mobilize equipment and materials to the Site.
4. Identify and establish or install construction entrances, staging and stockpile areas, access roads, silt fence, tree protection fencing, check dams, temporary stream crossings and other applicable erosion and sediment control practices as indicated on the Contract Documents or as directed by the Engineer. The Contractor will ensure that erosion and sediment control practices are properly installed and functioning as shown on the Contract Documents and referenced in the on-site Stormwater Pollution

Initial Site Preparation:

11. Access to public facilities, including, but not limited to dumpster bins and mailboxes shall be maintained throughout the course of the project. Temporary closures to these facilities shall be limited to the time necessary to move vehicles from one portion of the worksite to another. Storage of vehicles, materials or traffic control devices to preclude access to these facilities is prohibited.
12. The limits of construction within the limits of the existing parking lot, as identified on the Construction Plans, shall be minimized to the maximum extent practicable. At a minimum, the travel way shall remain open to vehicular traffic except when vehicles must enter the travel way to move within or between project phases. During these times, traffic control shall be provided by the Contractor to safely move equipment and materials on the site.
10. GCWA will provide a stormwater permit, US Army Corps of Engineers Permit for jurisdictional impacts, and DHEC water quality certification that authorize the land disturbance activities and impacts to Waters of the U.S. as depicted on the Contract Documents. The Contractor will be responsible for securing all other necessary permits and authorizations to complete the work.
9. Any unauthorized damage to existing structures or grounds due to construction activities will be repaired or replaced to a condition that meets or exceeds the pre-disturbance conditions. Repairs will occur at the expense of the Contractor.
8. Contractor is responsible for removing and disposing of any vegetation, materials, or debris within the project limits as directed by the Engineer. All material removed from the Site shall be disposed of by the Contractor.
7. Contractor shall not exceed the limits of disturbance illustrated on the Contract Documents without prior approval from the Engineer and Landowner.
6. On-site rock, riprap, gravel and channel bed material within the limits of disturbance will be salvaged and stockpiled for reuse as directed by the Engineer. Salvaged material shall be reused in accordance with the applicable material specifications herein and as directed by the Engineer.
5. Contractor shall avoid damaging or removing existing trees that have been designated to remain, as shown on the Plans or identified in the field by the Engineer. Construction activities shall not encroach within the drip line of trees that are designated to remain.
4. Staging and stockpile areas are depicted on the Contract Documents. Additional or alternative staging and/or stockpile areas may be utilized by the Contractor provided that all practices comply with the SCDHEC BMP Handbook and the City of Columbia Best Management Practice (BMP) Design Manual and the area/practice is approved by the Engineer and Landowner prior to implementation.
3. All graded areas shall be stabilized in accordance with the Contract Documents.
- in the current edition of the SCDHEC BMP Handbook. The Contractor shall provide pump around methods to the Engineer for approval prior to land disturbing activities.



1. Construction activities shall commence in the order described below, unless otherwise approved by the Engineer.
2. Construction access shall be limited to the parking lot side of the Site. No construction vehicles shall be permitted to cross the shopping center access bridge. During construction of Areas 1 – 3 the bridge shall be barricaded on both sides with concrete barricades and appropriate detour signage established in accordance with the Plans.
3. When working in a live watercourse, a pump-around system is required. Install impervious dikes upstream and downstream of the pump-around locations. The pump-around operation shall be performed between these dike locations. The pump-around system shall be in place prior to clearing and grubbing activities within the work zone. Contractor may utilize alternative dewatering measures than those shown on the Contract Documents with prior approval from the Engineer.
4. Clearing and grubbing activities shall be limited to the active work zone and defined in the construction sequence approved by the Engineer. Mass clearing and grubbing is not permitted. Selective tree removal is permitted outside of the daily work zone with prior approval of the Engineer. Selective tree removal shall include cutting of trees over 12" Diameter at Breast Height (DBH). Where selective tree removal occurs outside of the daily work zone, trees shall be cut with limited disturbance to surrounding soil. Removal of stumps outside of daily work zone is not permitted.
5. Bank vegetation and vegetation immediately adjacent to live channels shall be left undisturbed as long as possible. The Contractor shall remove non-native and invasive vegetation prior to construction. Non-native and invasive vegetation must be removed from the Site prior to commencing planting. Non-native and invasive vegetation may not be buried.
6. Where present and identified by the Engineer, the top 6 inches of topsoil within the limits of clearing shall be stripped and stockpiled on-site for reuse upon achievement of finish grade. Where bedrock or unsuitable soil conditions exist to prevent topsoil stripping, the Engineer shall direct the Contractor to the limits of topsoil to be removed. Topsoil shall be stripped as work progresses. Mass stripping of topsoil is not permitted. If topsoil is not present, Contractor shall import sufficient topsoil to meet the requirements outlined in the Contract Documents.
7. Construct in-stream structures and water quality improvement measures according to Contract Documents as construction progresses.
8. Seed and mat banks and floodplain areas according to the Contract Documents.

Site Construction Sequence:

5. Set up temporary facilities, locate equipment within the areas approved by the Engineer and stockpile materials as needed for the initial stages of construction within the stockpile area(s).
 6. Install and maintain on-site rain gauge and logbooks for NPDES permit requirements in accordance with the OS-SWPPP. The OS-SWPPP must be executed and maintained on-site for the duration of project activities.
 7. Erosion and sediment control measures shall be inspected at the end of each workday to ensure they are functioning in accordance with the OS-SWPPP and Contract Documents. Any deficiencies shall be repaired immediately.
 8. In the event of erosion and sediment loss, silt fence or other acceptable sediment and erosion control practices shall be installed in accordance with the Contract Documents or as directed by the Engineer.
- Prevention Plan (OS-SWPPP). Contractor is responsible for notifying Engineer of any phasing plan or construction sequence that may preclude the necessity of installing full site-wide erosion and sediment control practices prior to earthwork activities.



9. If pump-around system is utilized, stabilize disturbed areas and remove pump-around by first removing the downstream dike, then the upstream dike. Remove the pump from the stream once both dikes have been removed and finish channel grade is achieved, where applicable.
 10. Seed and mulch any backfill sections before proceeding to next work zone.
- Area-specific Construction Sequence***
1. Construction activities shall commence in sequential order following the installation of perimeter erosion and sediment controls.
 2. Temporary pump-arounds and cofferdams shall be installed around the active work area, where applicable and remove upon completion of work activities and work area stabilization at the discretion of the Engineer.
 3.
 - Area 1: Installation of Filterra boxes within parking lot islands along left stream bank adjacent to parking lot and north of shopping center bridge.
 - a. Begin by installing temporary safety fence to preclude pedestrian and vehicle traffic from entering the work area as shown on the Plans.
 - b. Stockpile materials for Area 1 within the limits of disturbance for Area 1 as shown on the Plans.
 - c. Remove any large diameter trees with a diameter breast height (DBH) of 12" or greater as directed by the Engineer.
 - d. Excavate bank and existing parking lot area to facilitate placement of the Filterra treatment boxes. Where the parking lot is to be impacted as part of excavation, edges of asphalt excavation shall be saw cut to allow for asphalt patching upon complete installation of Filterra box.
 - e. Install Filterras in accordance with manufacturer specifications as directed by Engineer and Contech representative.
 4.
 - Area 2: Installation of in-stream structures, bank grading and stormwater conveyances along left stream bank adjacent to parking lot and north of the shopping center bridge.
 - a. Begin by installing temporary safety fence to preclude pedestrian and vehicle traffic from entering the work area.
 - b. Stockpile materials for Area 2 within the limits of disturbance for Area 2 as shown on the Plans.
 - c. Remove any large diameter trees with a diameter breast height (DBH) of 12" or greater as directed by the Engineer.
 - d. Install pump-around system for installation of rock j-hook.
 - e. Install rock j-hook, beginning with upstream structure and proceeding downstream, in accordance with the specifications in the Contract Documents.
 - f. Install two rock cascades as shown on the Contract Documents.
 - g. Install key-in and left bank vane arm for rock cross vane. Sill and right vane arm to be installed as part of Area 4 construction.
 - h. Seed and stabilize disturbed areas with approved stabilization seed mix according to the Contract Documents or as directed by Engineer.
 - i. Complete backfill and asphalt patching of parking lot.
 - j. Remove safety fence and proceed to Area 3.



5. Areas 3 – Installation of in-stream structures, geolift, bank grading and stormwater conveyances along left stream bank adjacent to parking lot and south of shopping center bridge.
 - a. Begin by installing temporary safety fence to preclude pedestrian and vehicle traffic from entering the work area.
 - b. Remove any large diameter trees with a diameter breast height (DBH) of 12" or greater as directed by the Engineer.
 - c. Construction activities for this area shall be completed from the downstream j-hook in an upstream direction to the shopping center bridge crossing.
 - d. Install pump-around system for installation of rock j-hook.
 - e. Install rock j-hooks in accordance with the specifications in the Contract Documents. Remove pump-around after the installation of each j-hook or as directed by the Engineer.
 - f. Install pump-around system for installation of boulder toe and outlet protection.
 - g. Install boulder toe and outlet protection in accordance with the specifications in the Contract Documents.
 - h. Install pump-around system for installation of geolift.
 - i. Excavate left bank to facilitate placement of geolift.
 - j. Install geolift in accordance with the specifications in the Contract Documents and as directed in the field by the Engineer.
 - k. Seed and stabilize disturbed areas with approved stabilization seed mix according to the Contract Documents or as directed by Engineer.
 - l. Complete backfill and asphalt patching of parking lot, if applicable. Where asphalt patching is required due to damage by Construction activities, saw cut existing asphalt to allow for placement of full depth patch.
 - m. Remove safety fence and proceed to Area 4.
6. Area 4 – Installation of in-stream structures, bank grading, bioretention area and stormwater conveyances along right stream bank adjacent to Crowson Road, north of shopping center bridge.
 - a. Install silt fence along the toe of slope at the normal water surface elevation.
 - b. Install safety fence along Crowson Road to preclude pedestrian and vehicle traffic from entering the work area.
 - c. Remove any large diameter trees with a diameter breast height (DBH) of 12" or greater as directed by the Engineer.
 - d. Construction activities for this area shall be completed from upstream to downstream.
 - e. Remove existing riprap on the right bank within the limits of construction and stockpile on-site for reuse.
 - f. Rough grade banks and bioretention area within the upstream bioretention area. Stockpile excavated topsoil on-site for reuse. Additional excavated material shall be removed from the Site by the Contractor.
 - g. Fine grade upstream bioretention area to within 6" of finish grade.
 - h. Install rock sills in accordance with the Construction Documents.
 - i. Install boulder toe within bioretention area in accordance with the Contract Documents.



7. **Area 5** – Installation of geolift, bank grading and stormwater conveyances along right stream bank adjacent to Crowson Road, south of shopping center bridge.
- a. Install silt fence along the toe of slope at the normal water surface elevation.
 - b. Install safety fence along Crowson Road to preclude pedestrian and vehicle traffic from entering the work area.
 - c. Remove any large diameter trees with a diameter breast height (DBH) of 12" or greater as directed by the Engineer.
 - d. Construction activities for this area shall be completed from upstream to downstream.
 - e. Remove existing riprap on the right bank within the limits of construction and stockpile on-site for reuse.
 - f. Install pump-around system for installation of geolift.
 - g. Excavate right bank to facilitate placement of geolift.
 - h. Install geolift in accordance with the specifications in the Contract Documents and as directed in the field by the Engineer.
 - i. Install trench drain and step pool conveyance.
 - j. Complete backfill and asphalt patching of Crowson Road parking area, if applicable. Where asphalt patching is required due to damage by Construction activities, saw cut existing asphalt to allow for placement of full depth patch.
7. **Area 5** – Installation of geolift, bank grading and stormwater conveyances along right stream bank adjacent to Crowson Road, south of shopping center bridge.
- j. Backfill bioretention area with stockpiled topsoil to achieve finish grade elevation. Supplement with imported topsoil as necessary.
 - k. Install pump around system to facilitate installation of rock vane.
 - l. Install rock vane and step pool conveyance.
 - m. Rough grade banks and bioretention area within the downstream bioretention area. Stockpile excavated topsoil on-site for reuse. Additional excavated material shall be removed from the Site by the Contractor.
 - n. Install pump around system to facilitate installation of rock cross vane.
 - o. Install sill and right arm of rock cross vane in accordance with Contract Documents and as directed by the Engineer.
 - p. Fine grade downstream bioretention area to within 6" of finish grade.
 - q. Install rock sills in accordance with the Construction Documents.
 - r. Install boulder toe within downstream bioretention area in accordance with the Contract Documents.
 - s. Backfill downstream bioretention area with stockpiled topsoil to achieve finish grade elevation. Supplement with imported topsoil as necessary.
 - t. Complete backfill and asphalt patching of Crowson Road parking area, if applicable. Where asphalt patching is required due to damage by Construction activities, saw cut existing asphalt to allow for placement of full depth patch.
 - u. Seed and stabilize disturbed areas with approved stabilization seed mix according to the Contract Documents or as directed by Engineer.
 - v. Remove safety fence and proceed to Area 5.



1. Remove stockpile areas, and temporary closures as portions of the Site requiring these project elements are completed. Removal of these features shall be approved by the Engineer. These removed areas shall be seeded and stabilized in accordance with the Contract Documents.
2. Break up the upper 6" of soil after removing temporary stockpile area in Area 5 by diskling or other similar methods.
3. Seed and stabilize the removed temporary stockpile area in Area 5 according to the Contract Documents.
4. Remove temporary perimeter sediment and erosion control practices including, but not limited to, silt fence, silt fence drains and safety fence once permanent seed is established within the limits of disturbance. Minimum permanent seed coverage of 70% and approval from the Engineer and Landowner is required. No sediment and erosion control measures shall be removed without prior approval from the Engineer.
5. Contractor shall remove all trash, debris and any leftover construction materials prior to demobilization.
6. Contractor shall perform final site walk with Landowner and Engineer for final project acceptance.
7. Once project is accepted by Landowner and Engineer, Contractor shall demobilize equipment from the Site.

Construction Demobilization

1. Following the completion of channel restoration and grading activities, vegetative planting shall be completed in accordance with the Construction Documents.
2. Contractor shall adhere to construction planting window in the Construction Documents unless otherwise directed by the Owner or Engineer.
3. The Contractor shall avoid all tree save areas designated on the Contract Documents and as directed by the Engineer.
4. Apply permanent seed and mulch to the floodplain according to the Contract Documents upon completion of floodplain grading.

Planting:

- l. Remove safety fence and demobilize from the Site upon acceptance of the site by the Engineer.
- k. Seed and stabilize disturbed areas with approved stabilization seed mix according to the Contract Documents or as directed by Engineer.

SPECIFICATIONS

Section 1.0: Special Conditions

1.1 Quantities and Contract

Refer to the contract for specific details on payment and quantity measurements. In general, lump sum items within this contract are to be considered immeasurable and will be paid for as a lump sum price. The Contractor must be able to perform all activities (furnish all equipment, labor, materials, and incidentals) necessary to complete the lump sum items unless specifically listed as a unit price cost item. In general, for unit price bid items, overruns and under runs may be adjusted based on the difference between the quantity estimated and the actual quantity. For lump sum bid items, a change order is applicable only to modifications in scope of the work and shall not be adjusted based on quantity take-off. The Contractor shall verify the estimated quantities and bid accordingly. The Contractor is responsible to verify quantities as represented on the Plans and Specifications at time of bidding. If the Contractor feels corrections are required to the bid tab on the basis of incorrect quantities, the Contractor shall be responsible for notifying the Engineer prior to bid due date. Failure by the Contractor to verify quantities as part of the original bid is not the responsibility of the Owner or Engineer.

1.2 Standards

The Contractor shall follow the standards and regulations of the A.G.C. Accident Prevention Manual in Construction as amended, the SCDOT standard Specifications for Highway Construction as amended, the SCDHEC Storm Water BMP Handbook as amended, and applicable sections of the City of Columbia Engineering Regulations Manual and City of Columbia Best Management Practice (BMP) Design Manual.

The Contractor shall adhere to the rules, regulations and interpretations of the South Carolina Department of Labor's Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal Regulations, Part 1926 published in Volume 39, Number 122, Part 11, June 24, 1974 Federal Register), and Article VI, Part 1910 of the General Industry Safety and Health Standards.

1.3 Contractor's Liability for Damage

The Contractor is responsible for the Site during construction. The Contractor is required to provide all the necessary safeguards as required by laws or ordinances governing such conditions and any Owner or City required safeguards. The Contractor shall be responsible for any damage to the Landowner's personal property or that of others on the job, by himself, his personnel or his subcontractors, and shall make good such damages. The Contractor is also responsible for any damage to real property at the site by himself, his personnel, or his subcontractors, not in accordance with the project specifications. He shall be responsible for and pay for any claims alleged by the Landowner arising from such damages. Existing right of ways, roads used as construction entrances, and access roads must be restored to their original condition at the completion of construction.

The 25-year 24-hour storm event for Richland County, SC (NOAA Station ID: 38-1944) is 6.38 inches of rainfall. The Contractor is responsible for reporting all storm events resulting in 0.5 inches of rainfall measured over a 24-hour period within the rain gages on-site. Contractor is responsible for repairing and restoring any damage to the Site as a result of flooding events associated with a 25-year 24-hour storm event or less from the initiation of clearing and grubbing activities until the date construction and stabilization is complete and accepted by the Engineer. Repair costs for damage caused by events greater than a 25-year storm event may be negotiated with the Owner on a case-by-case basis.

1.4 Safety Measures and Traffic Coordination

The Contractor is expected to perform Site construction safely in accordance with all application rules and regulations. All necessary safety measures for the protection of all persons on the Site, including the requirements of the A.G.C. Accident Prevention Manual in Construction as amended, shall be provided by the Contractor. All safety measures shall also comply with all state laws or regulations and South Carolina State





The Contractor shall provide and pay all the cost for temporary utilities including electricity, telephone and water. The Contractor may provide a temporary field office complete with lights, telephone and proper climate conditioning as required by weather conditions. A portion of the field office, if provided, shall be designated for use by the Owner or its representatives. This area shall be of adequate size and contain an adequate layout board and adequate plan rack. The field office, if provided, shall not be removed from the project without the approval of the Owner. Each Contractor may provide any necessary storage shed for its own use. All temporary structures shall be constructed in a sound, waterproof manner and located on the Site as approved by the Landowner. All temporary structures shall remain on the Site until the Landowner approves their removal.

The Contractor shall provide and pay all the cost for toilet facilities for all workmen, as required by local ordinances for complete and adequate sanitary arrangements. Sanitary facilities and the surrounding area shall be kept clean and neat at all times. They shall be located on the project site as approved by the Landowner. All temporary facilities will be available for the duration of the project. The Contractor will be responsible for compliance with code ordinances and requirements of local officials for temporary facilities, controls, and related health and safety requirements.

The Contractor shall provide a Site inspection box of adequate size to contain site plans, permits, and inspection reports and a rain gauge within the project limits for recording daily rainfall.

1.5 Other Notes

The Contractor is responsible for any necessary traffic coordination while entering and exiting the construction Site. The Contractor is responsible for conducting due diligence on subsurface information for the Site ("Call 811 Before You Dig" 1.888.721.7877). The City traffic engineer (David Brewer, City of Columbia) must be consulted in regard to all traffic signals affected by the detour routes for the following: to adjust signal timings as needed, located signal-related underground and above ground equipment prior to construction as necessary, to ensure traffic signal equipment does not get damaged and is properly put back in place. Ensure local businesses and residents have adequate access and are consulted prior to construction.

Building Code requirements to prevent accident or injury to persons on or about the location of the work. Existing hazards shall be clearly marked with warnings, and any excavations or similar hazards shall be barricaded. Hard hats and any required head gear shall be worn when working near heavy machinery in accordance with OSHA Standards 29 CFR 1926.100 and 29 CFR 1910.135 and the Contractor shall protect against potential damage or injury which could result from falling materials. Protective devices and signs shall be maintained throughout the work's progress.



Demobilization includes all activities and costs for transportation of personnel, equipment, and supplies not included in the contract from the site; including the disassembly, removal and site cleanup, and repair of offices, buildings, and other facilities assembled on-site for this contract.

Refer to Section 103 of the SCDOT Standard Specifications for Highway Construction. Mobilization includes all activities and costs for transportation of personnel, equipment, materials, and operating supplies to the Site; establishment of offices and other necessary facilities for the Contractor's operations at the Site; premiums paid for performance and payment bonds, including coinsurance and reinsurance agreements as applicable; and other items as specified in this specification.

Construction Methods

This work consists of the mobilization and demobilization of the Contractor's equipment, materials and personnel necessary to perform the identified activities as listed in the Contract Documents. Mobilization will not be considered as work in fulfilling the requirement for commencement of work.

2.2 Mobilization and Demobilization

Bid Item	Pay Item	Pay Unit	Lump Sum (\$)
1	Construction Survey		

Partial payments will be made for this work based on the percentage complete of Construction Survey as approved by the Engineer and/or City. The Contractor will submit a certified statement each month indicating the percentage of Construction Survey work completed. Payment will be made under:

Construction Survey will be measured and paid for as a lump sum price. Such price and payment will be full compensation for all work covered by this section, including but not limited to construction layout, boundary surveying, and engineering necessary for the proper construction of the project in accordance with the Contract Documents. Any adjustments to the Plans shall be considered incidental to the lump sum price for Construction Survey.

Measurement and Payment

Refer to Section 105.8 in the SCDOT Standard Specifications for Highway Construction. Prior to any clearing activities, the Contractor shall install temporary stakes to mark the limits of disturbance, staging and stockpile areas, the Site boundaries and sensitive areas that shall not be disturbed (i.e., jurisdictional wetlands that are not permitted for impact, etc.). There will be no additional payment for re-staking. Staking may not be required if GPS is used in conjunction with grading activities. If GPS technology is utilized, the Engineer shall have the ability to use the Contractor's GPS unit to field verify grades in accordance with the Plans.

Construction Methods

The Contractor shall maintain a GPS and/or level and rod on-site at all times for use by the City and Owner to evaluate grades and structure elevations. This condition will not alleviate the Contractor's responsibility to make certain that construction is in accordance with the Contract Documents.

A Construction Survey shall be performed in accordance with the SCDOT Survey Manual and shall include, but not be limited to identifying and staking structures, grading limits, temporary and permanent boundaries, and all sensitive areas associated with implementing the design as indicated on the Plans.

Description

2.1 Construction Survey

Section 2.0: Site Preparation



Prior to construction activities, the Contractor shall identify staging areas throughout the Site and review these areas with the City, Engineer and Landowner.

Construction Methods and Materials

This work consists of staging construction equipment for storage and refueling purposes, and stockpiling Site materials in staging areas. The Contractor may establish staging areas as appropriate for phasing purposes with approval of the Landowner, City and/or Owner. All staging areas must be located within the limits of disturbance or as identified on the Plans. Additional staging and stockpile areas may be allowable, with prior approval of the Landowner, Engineer and City.

2.4 Staging and Stockpiling

Bid Item	Pay Item	Lump Sum (LS)
3	Temporary Construction Entrance	

All work completed under this section will be measured and paid for as a lump sum. This work includes materials, labor and equipment required by the above specification. This payment will be made upon project completion, demobilization and removal of all equipment and excess materials from the Site. Payment will be made under:

Measurement and Payment

The Contractor shall install construction entrances in accordance with the Contract Documents or as directed by the Engineer in the field. The Contractor shall repair any damage that occurs to existing roads, gates, fences, or vegetation adjacent to the construction entrances by restoring these areas to pre-construction conditions. The Contractor is responsible for conducting and the cost of these repairs, unless otherwise noted in the Contract Documents. Each construction entrance shall be composed of Class 2 non-woven geotextile fabric and aggregate stone and adhere to SCDOT Technical Specification SC-M-815-10 and the SCDHEC BMP Handbook.

Construction Methods and Materials

This work consists of furnishing and installing any and all material, labor, and equipment required for construction, maintenance and removal of temporary construction entrances.

Description

2.3 Temporary Construction Entrance

Bid Item	Pay Item	Lump Sum (LS)
2	Mobilization and Demobilization	

The payment schedule for this item will be 50% upon mobilization of equipment and materials to the Site, and 50% upon completion of demobilization and removal of all equipment and excess materials from the Site at project completion. Payment will be made under:

Measurement and Payment

All work completed under this section will be measured and paid for as a lump sum for Mobilization & Demobilization, in accordance with Section 103.10 of the SCDOT Standard Specifications for Highway Construction and City of Columbia Engineering Regulations Manual. This work includes mobilization and demobilization required by the contract at the time of the award. If additional mobilization and demobilization activities and costs are required during the performance of the contract as a result of the changed, deleted, or added items of work for which the Contractor is entitled to an adjustment in contract price, compensation for such costs will be included in the price adjustment for the item or items of work changed or added. One properly installed construction sign is considered incidental to mobilization.



Bid Item	Pay Item	Lump Sum (LS)
4	Traffic Control	

Measurement and Payment
All work completed under this section will be measured and paid for as a lump sum. This work includes materials, labor and equipment required by the above specification. This payment will be made upon project completion, demobilization and removal of all equipment and excess materials from the Site. Payment will be made under:

The movement of material and equipment is permitted between construction areas as defined in the Contract Documents. When construction vehicles are travelling between designated construction areas, Contractor shall provide temporary traffic control including, but not limited to, flagmen, temporary detours and barricades to safely move materials and equipment between project areas. Storage of materials and equipment outside of the designated limits of disturbance as shown in the Contract Documents is prohibited.

Construction Methods
The SCDOT has adopted the FHWA Manual on Uniform Traffic Control Devices (MUTCD) for its traffic control guidelines. Contractor shall provide, erect and maintain all necessary traffic control devices including temporary barricades, barrels and warning signs or signals. During construction of Areas 1 – 3 the bridge shall be barricaded on both sides with concrete barricades and appropriate detour signage established in accordance with the Plans. All flagmen shall be properly trained and equipped to comply with SCDOT and the MUTCD requirements. Contractor shall coordinate with City staff prior to any road closings and Contractor shall provide necessary warning signage and barricades to properly discourage pedestrian and vehicular traffic. Contractor shall also consult the City regarding all traffic signals affected by the detour routes to adjust signal timings as needed, located signal-related underground and above ground equipment prior to construction as necessary, and to ensure traffic signal equipment does not get damaged and is properly put back in place. The Contractor must also ensure local businesses and residents have adequate access and are consulted prior to construction.

Description
The Contractor is responsible for any and all necessary traffic coordination while entering and exiting the construction site in accordance with the Plans. This includes compliance with all SCDOT and local requirements and specifications.

2.6 Traffic Control

Measurement and Payment
All work completed under this section shall be considered incidental to Mobilization and Demobilization, therefore no separate pay item for this work is provided.

Description
The Contractor is required to document the existing site conditions prior to initiating construction. Documentation is required to prevent claim of damages not incurred by the Contractor. If recording video is not possible, it is required that the Contractor document Site conditions with photos prior to mobilization.

2.5 Video Existing Conditions

Measurement and Payment
All work completed under this section shall be considered incidental to Mobilization and Demobilization (Section 2.2), therefore no separate pay item for this work is provided.



Section 3.0: Earthwork, Paving, & Permanent Stormwater Features

3.1 Grading

Description

This work entails changing an existing condition elevation via grading within the project limits. The Contractor shall perform excavation and grading as necessary to attain final surface elevations as shown on the Contract Documents.

Construction Methods and Materials

All work shall be completed in accordance with the Contract Documents and SCDOT Standard Specifications for Highway Construction (including but not limited to Sections 203, 205 and 206). Work will take place in a Special Flood Hazard Area (SFHA). Contractor must comply with local regulations for stockpiling materials within a SFHA. The Contractor shall perform grading as necessary to attain final surface elevations as shown on the Contract Documents. Field modifications shall be approved by the Owner or Engineer. Final elevations shall be within a vertical tolerance of +/- 0.1 feet (1.2 inches) and a horizontal tolerance of +/- 0.2 feet (2.4 inches).

Channel banks will be graded evenly and smoothly at the slopes and dimensions indicated on the Contract Documents. The top of slopes and embankments will match surrounding adjacent grade such that after compaction and settlement, grades will be at proper elevation. Existing drainage patterns should remain unchanged on the adjacent floodplain, unless otherwise noted in the Contract Documents. This specification is inclusive of grading and offsite disposal associated with construction of the stormwater control measures (i.e., recessed rain gardens, grass swale, bio-swale, pervious detention, porous parking areas, etc.) and stream improvements. Native material excavation may be required in the channel or floodplain. Excess material shall be disposed of as shown on the Plans or as directed by the Owner or Engineer. No suitable materials shall be removed from the Site unless specifically approved by the Owner or Engineer. The Contractor is responsible for obtaining all appropriate permits for offsite disposal and will be required to address any settlement that occurs within the warranty term (1 year).

Measurement and Payment

All work completed under this section will be measured and paid for as lump sum for Grading. The quantity of earthwork may be increased or decreased due to field adjustments to grading limits as directed by the Owner and/or Engineer. Such variations in quantity will not be considered as alterations in the details of construction or a change in the character of the work. No separate or additional payment or credit will be due from an increase or decrease in earthwork from one or multiple field adjustments. Materials and equipment necessary to dewater excavations during earthwork will be considered incidental to Grading and no separate measurement or payment will be made.

The above prices and payments will be full compensation for all work covered by this section including, but not limited to, accessing the Site, bank excavation, over-excavating unsuitable materials, placing and compacting select material, backfilling undercut areas, constructing embankments in eroded areas, channel bank sloping and hauling of suitable and/or unsuitable excavated material to an offsite location approved by the Owner for disposal. This specification is inclusive of grading and offsite disposal associated with construction of the stormwater control measures and stream improvements. The payment schedule for this item will on a percent complete basis as determined by the Contractor and approved by the Engineer. Payment will be made under:

Bid Item	Pay Item	Pay Unit
5	Grading	Lump Sum (LS)



Construction Methods and Materials
Construction methods for asphalt paving shall conform to the specifications given in the City of Columbia Engineering Regulations Manual (Part 5). As indicated on the Plans and as directed by the Engineer, pavement damaged during construction shall be stripped and removed from the Site and disposed of in an appropriate manner and at an appropriate off-site location. This specification includes demolition and off-site disposal of the

Description
The work under this specification consists of repair of asphalt associated with the installation of improvements as part of this project.

3.3 Asphalt Patching

Bid Item	Pay Item	Pay Unit
6	Demo Existing Stormwater Pipe	Linear Foot (LF)
7	Demo Concrete Structure	Each (EA)
8	Tree Removal	Each (EA)
9	Remove Debris from Streambank	Cubic Yard (CY)

Measurement and Payment
Demolition and offsite disposal of existing stormwater pipes shall be paid per linear foot (LF) of pipe removed. Demolition and offsite disposal of concrete structures shall be paid per cubic yard of concrete removed from the Site. Tree removal shall be paid per fell tree removed from the site. Removal of debris from the streambanks shall be paid per cubic yard of material removed and hauled off-site. Such price and payment shall be full compensation for the items of work, including the cost for furnishing all materials, labor, equipment, tools and incidentals required by the above specification. The Contractor will submit a certified statement each month that documents the quantity of completed units for each pay item listed below. Payments will be made under:

No materials suitable for use in project will be removed from the Site without the Engineer's approval. Removal of trees with a Diameter at Breast Height (DBH) of less than 12" and brush from the Site will not be paid for and shall be incidental to Mobilization & Demobilization. Do not damage or remove trees 12" or larger without consent of the Landowner or Engineer except for those that must be removed for construction as shown on the Plans.
Stone or gravel encountered during grading and demolition and approved by the Owner or Engineer may be used to the extent that it is free of trash, debris and waste asphalt. Gravel that contains trash, debris and waste asphalt may not be utilized in the stream. Existing on-site riprap shall be removed in accordance with the Plans and stockpiled on-site for reuse as directed by Engineer.

Construction Methods and Materials
Refer to the Limits of Disturbance (LOD) depicted on the Plans for limits of clearing and grubbing. The Contractor is responsible for complying with all applicable local, state or federal regulations for offsite disposal of materials. Materials shall not be disposed of on-site without permission of the Landowner. Other waste material including metal, non-inert substances and encountered trash or debris, shall be properly disposed of off-site by the Contractor.

Description
The work under this specification consists of clearing, grubbing and disposal of organic material (vegetation, trees, snags, logs, brush, stumps, root mass, shrubs), non-organic debris from the project area and man-made items as marked on the Plans. All materials that will be re-used on-site, as approved by the Engineer, shall be removed, preserved and protected in a manner to facilitate reuse. Removal and subsequent handling of organic materials (live or dead plant material) shall be referred to as clearing and grubbing.

3.2 Clearing, Grubbing, Debris Removal, and Demolition



outlined in the outfall protection detail in the Plans.
Contractor shall reuse riprap removed on-site as directed by Engineer. The stone size shall conform to the sizes
Materials

This work consists of installing permanent outfall protection channels to convey runoff from adjacent
concentrated flow features to the stream channel.
Description

3.5 Outfall Protection

Bid Item	Pay Item	Pay Unit
13	Curb Cut	Each (EA)

rock cascade. Payments will be made under:
Incidentals necessary to construct the curb cuts and provide stable and adequate drainage to the downstream
for all work covered by this section, including, but not limited to, furnishing all materials, labor, equipment and
Curb cuts shall be paid per each location specified on the Plans. Such price and payment will be full compensation
Measurement and Payment

curb cut.
Engineer, the Contractor may be required to amend the existing curb to provide a smooth trowel finish to the
a result of the curb cutting, the Contractor is responsible for repair or replacement. If deemed necessary by the
cascades. Saw cuts shall be uniform and clean. Where chipping, cracking or other damage occurs to the curb as
Contractor is to saw cut approximately 3-foot wide portions of the existing curb to facilitate drainage to the rock
Construction Methods

should be present between the curb cut and downstream cascade.
flowable fill or grout to ensure the curb cut is seamlessly connected to the downstream rock cascade. No gap
to the two (2) rock cascades on the east side of the stream improvements. This includes the application of
This work consists of cutting the existing concrete curb as identified on the Plans to facilitate stormwater runoff
Description

3.4 Curb Cuts

Bid Item	Pay Item	Pay Unit
10	Demo Existing Asphalt	Square Yard (SY)
11	Asphalt Patching	Square Yard (SY)
12	Paint/Stripe Spaces	Lump Sum (LS)

listed below. Payments will be made under:
submit a certified statement each month that documents the quantity of completed units for each pay item
materials, labor, equipment, tools and incidentals required by the above specification. The Contractor will
Such price and payment shall be full compensation for the items of work, including the cost for furnishing all
Asphalt demolition and paving shall be paid per Square Yard. Parking space painting shall be paid as a lump sum.
Measurement and Payment

geotechnical engineer or otherwise certified testing laboratory.
Standard Specifications for Highway Construction Section 301.4.6. Testing must be completed by a qualified
test per patch or 200 square feet of patch, whichever is less. Testing shall be in accordance with the SCDOT 2007
Contractor to provide material and compaction testing of asphalt patching to the Engineer at a minimum of one
shall comply with the City of Columbia Engineering Regulations Manual (Part 9).
existing asphalt as indicated on the Plans. Painting or striping to mark parking stalls, ADA accessible or otherwise,



Construction Methods and Materials
The Filterra shall be installed in accordance with the Plans and manufacturer recommendations. The Contractor shall provide shop drawings completed by the manufacturer to the Engineer for approval prior to manufacture or installation. The Contractor is responsible for coordinating with the manufacturer to determine final installation specifications not identified on the Plans.

Description
The work covered in this section consists of installing Filterra water quality improvement units as shown on the Plans. The Filterra units will convey stormwater runoff from the existing parking lot and act as a water quality improvement feature. A Filterra is a BMP that uses filtration through plants and other medium to improve water quality.

3.7 Filterra

Bid Item	Pay Item	Pay Unit
15	Hardwood Mulch	Cubic Yard (CY)
16	Engineered Soil Media	Cubic Yard (CY)
17	Stone Bedding	Ton (TN)

Measurement and Payment
The bioretention area shall be paid by cubic yard (CY) of hardwood mulch and engineered soil media and ton (TN) of stone bedding (#57). Grading and seeding will be covered under their respective sections. Such price and payment shall be full compensation for the items of work, including the cost for furnishing all materials, labor, equipment, tools and incidentals required by the above specification. The Contractor will submit a certified statement each month that documents the quantity of completed units for each pay item listed below. Payments will be made under:

Construction Methods and Materials
The bioretention area will be constructed in accordance with the Plans, with a minimum of 3" of hardwood mulch, 1' of engineered soil media, as detailed below, underlain with a minimum 6" of #57 stone bedding. Refer to section 6.2 for specifications on permanent seeding and section 3.1 for grading. Upon reaching the designed excavation depth, Contractor shall conduct an infiltration test. If the infiltration rate meets or exceeds 2" per hour, the Contractor may proceed with backfilling. If the infiltration rate does not meet or exceed 2" per hour, results of the test shall be reported to the Engineer for approval before backfilling commences.

Description
The work covered in this section consists of installing and grading bioretention cells as shown on the Plans. The bioretention areas will convey drainage parallel to the stream and act as a water quality improvement feature. A bioretention cell is a BMP that uses filtration through plants and other medium to improve water quality.

3.6 Bioretention

Bid Item	Pay Item	Pay Unit
14	Outfall Protection	Each (EA)

Measurement and Payment
Outfall protection shall be paid per each location specified on the Plans. Such price and payment will be full compensation for all work covered by this section, including, but not limited to, furnishing all materials, labor, equipment and incidentals necessary to construct the outfall protection. Payments will be made under:

Construction Methods
Outfall protection shall be installed in locations shown on the Plans or as directed by the Engineer. This item includes labor, materials and equipment required for installation, repair and maintenance.



Bid Item	Pay Item	Each (EA)
19	Trench Drain	

Measurement and Payment
The trench drains shall be paid on a per unit basis. Such price and payment shall be full compensation for the items of work, including the cost for furnishing all materials, labor, equipment, tools and incidentals required by the above specification. The Contractor will submit a certified statement each month that documents the quantity of completed units for each pay item listed below. Payments will be made under:

Construction Methods and Materials
The trench drains shall be installed in accordance with the Plans and SCDOT specifications. The trench drains will be installed at the edge of pavement with a central 6" PVC outfall pipe. Positive drainage from either end of the trench drain to the central outfall pipe is required. The intersection of the outfall pipe and step pool shall be routed to ensure a positive connection and to prevent scour around the outlet pipe.

Description
The work covered in this section consists of installing trench drains along the existing roadway perpendicular to the rock step pool conveyances along Crowson Road as shown on the Plans. These trench drains will be installed along the existing edge of pavement and will be connected to the rock step pools via a PVC outlet pipe. This mechanism will concentrate flow to the rock step pools and reduce the potential for overland rilling from the roadway runoff.

3.8 Trench Drain

Bid Item	Pay Item	Pay Unit
18	Filterra Unit (12'x6')	
		Lump sum (LS)

Measurement and Payment
The Filterra units shall be paid on a lump sum (LS) per unit basis. Grading, excavation and removal of existing parking lot islands shall be included as part of the lump sum price per unit. Such price and payment shall be full compensation for the items of work, including the cost for furnishing all materials, labor, equipment, tools and incidentals required by the above specification. The Contractor will submit a certified statement each month that documents the quantity of completed units for each pay item listed below. Payments will be made under:



The second and each subsequent lift shall be constructed in the same manner, with a layer of live cuttings at the base of each lift. The cuttings shall be spaced a maximum of 8 inches apart and shall have branch materials extending roughly 12 inches from the face of the lift as shown on the Plans. The cuttings shall be covered with a thin layer of soil and then the bottom flap of matting for the next lift. The top flap of matting at the top of the geolift installation shall be staked and anchored in a trench at the top of bank as shown on the Plans.

5. Wrap the remaining matting over the top of the soil lift and install wooden stakes at a 3-foot spacing.
4. Seed and mulch the top of the soil lift; and
3. Place 12 inches of suitable soil in two lightly compacted (using excavator bucket) 6-inch lifts; of the lift;
2. Place first coir block over the stone foundation, with the top flap of matting draped over the front face
1. Construct stone foundation;

geolift shall be constructed as follows:
 stone foundation materials shall be thoroughly mixed before placement and lightly compacted in place. The first stone foundation materials shall be intended to fill voids in the larger size stone, forming a dense foundation. The brush or by the Owner and Engineer. Stone and brush sizes and foundation dimensions shall be as indicated on the Plans. The smaller size stone is intended to fill voids in the larger size stone, forming a dense foundation. The brush or working platform above the baseflow (water surface). Riprap may be substituted for native stone if authorized by the Owner and Engineer. Stone and brush sizes and foundation dimensions shall be as indicated on the Plans. Geolifts shall be constructed during the dormant season for the selected vegetation species. A stone foundation shall be constructed at the bottom of the geolift installation to form an erosion resistant base and to provide a

Construction Methods and Materials

A geolift is a composed of coir matting, soil and live branches that are placed in lifts on a bank. The live branches root and form a stabilizing root mass and provide bank protection.

Description

4.2 Geolifts

Bid Item	Pay Item	Pay Unit
20	Boulder Toe Protection	Linear Foot (LF)

completed units for each pay item listed below. Payment will be made under:
 Engineer. The Contractor will submit a certified statement each month that documents the quantity of Boulder Toe Protection shall be paid per linear foot of the structure installed and accepted by the Owner and

Measurement and Payment

The boulder toe should be constructed per the Contract Documents and as directed in the field by the Engineer. As there is limited native material on-site, the Contractor shall supply natural quarried stone material as approved by the Owner and Engineer. Riprap is not permissible as the face of the boulder toe, but may be permitted as backfill as approved by Engineer. Filter fabric will line the newly constructed bank. The filter fabric used on-site shall be consistent with section 815.2.5.2 of the SCDOT Standard Specifications for Highway Construction. Embed boulders below channel bed and minimize void space between rocks. Where boulder toe is located within the bioretention area, footer boulders shall be embedded at similar grade to the bottom of the stone bedding with the top of the toe extending to a minimum of one foot above finish grade of the bioretention.

Construction Methods and Materials

This work consists of collecting, storage, preparation and installation of all materials required for installation of boulder toe protection.

Description

4.1 Boulder Toe Protection

Section 4.0: In-Stream Structures



the field.
Sills shall be constructed according to the rock sill detail shown on the Plans or as directed by the Engineer in

Construction Methods and Materials

This work consists of the construction of rock structures placed in accordance with the Plans. Sills shall be installed at locations shown on the Plans to stabilize material and provide grade control.

Description

4.4 Rock Sill

Bid Item	Pay Item	Pay Unit
22	Rock J-Hook	Each (EA)

Measurement and Payment
J-hooks shall be paid per each structure installed and accepted by the Engineer in the field. Such price and payment shall be full compensation for the items of work, including the cost for furnishing all materials, labor, equipment, tools and incidentals required by the above specification. Payment will be made under:

The J-hook will be constructed according to the detail shown on the Plans or as directed by the Engineer. Refer to Plans for the stone, boulder and filter fabric specifications.

Construction Methods and Materials

This work consists of constructing rock J-hooks. J-hooks are in-stream flow structures primarily used for grade control, reducing near bank shear stresses, and providing habitat.

Description

4.3 Rock J-Hook

Bid Item	Pay Item	Pay Unit
21	Geolifts – on a per lift basis	Linear Feet (LF)

Measurement and Payment
The quantity of geolifts will be measured per linear foot of each individual lift (i.e. an installation along 100 linear feet of stream consisting of 6 individual lifts would equal 600 linear feet as measured in the Pay Item) properly installed and accepted by the Owner and Engineer, including all labor, machinery, formwork, maintenance, hauling, preparing, and installing of the item to complete the work in an acceptable manner. The geolift item shall include stone foundation materials, coir blocks and matting, live brush, matting stakes and all excavation and soil placement associated with geolift construction. Seed and mulch shall be measured and paid under "Temporary Seeding" and "Permanent Seeding". The Contractor will submit a certified statement each month that documents the quantity of completed units for each pay item listed below. Geolifts will be paid under:

amendments such as compost may be required if the on-site soil lacks sufficient organic content. Soil used in geolifts shall be a sand/silt/clay mixture that is free of debris and at a suitable moisture content to allow for proper compaction. The organic content of the geolift soil shall be approximately 3 to 5 percent. Soil specifications for wooden stakes as described in section 5.2, erosion control matting.

The face of geolifts shall be constructed with coir blocks with attached coir matting. The attached coir matting shall meet the material specifications for erosion control matting as described in section 5.2. The Engineer may consider alternate geolift configurations using 29 ounce/square yard coir facing. Stakes shall meet the material

1. Woody branches up to 1 inch in diameter and 5 to 7 feet in length.
2. Live branch cuttings shall be kept covered and moist at all times.
3. Must contain both Silky Dogwood and Silky Willow, per the densities listed in the Plans.

Live branches shall be cut from fresh, healthy, dormant parent plants which are adapted to the Site conditions with the following guidelines:



Bid Item	Pay Item	Pay Unit
24	Rock Step Pool (right bank Sta 103+25)	Each (EA)
25	Rock Step Pool (right bank Sta 106+55)	Each (EA)
26	Rock Cascade (left bank Sta 102+50)	Each (EA)
27	Rock Cascade (left bank Sta 104+10)	Each (EA)

Measurement and Payment
Step-pool conveyance shall be paid per each cascade/riffle-pool sequence installed and accepted by the Engineer in the field. Such price and payment shall be full compensation for the items of work, including the cost for furnishing all materials, labor, equipment, tools and incidentals required by the above specification. The Contractor will submit a certified statement each month that documents the quantity of completed units for each pay item listed below. Step Pools will be paid under:

Filter fabric shall be placed under all boulders as depicted in the Plans. The filter fabric used on-site shall be consistent with section 815.2.5.2 of the SCDOT Standard Specifications for Highway Construction. A continuous sheet or fabric should be used to prevent undercutting. If multiple sheets are required, a 6" overlap with the upstream piece overlapping the downstream piece is required.

Construction Methods and Materials
Boulders for use in cascade sections must be a minimum of 2 feet by 2 feet by 1 foot and follow dimensions shown on the Plans. Native salvaged stone is not available; thus, quarried stone shall be imported for construction of the cascades. Filter media shall be comprised of imported river cobble or riprap. Channels shall be excavated or filled with native soils as necessary to achieve appropriate subgrades. Filter media is to be placed above native or fill soil to a depth as shown on the detail. Final design grades will be established by placing boulders on cascade portions of structure and/or riffle material on riffles. The final inverts of the cascades, riffles, and pools shall meet the elevations depicted in profile view in the Plans. Voids between boulders and riffle material shall be chinked with smaller stone material. All materials shall be placed neatly and uniformly with an even surface in accordance with the Plans and shall meet the approval of the Owner and Engineer. Boulder arms on cascades and riffles shall be arranged in a parabolic shape as shown in the detail and extend at approximately a twenty-degree angle longitudinally to the center of the pool. Boulders shall be tabular in shape to maximize interlocking.

Description
This work consists of installing a series of riffles or cascades and pools to stabilize highly sloped areas of concentrated runoff to provide stability and water quality treatment. Riffles have a longitudinal gradient of equal to or less than 5% and cascades have a longitudinal gradient greater than 5%. These practices are designed to infiltrate a portion of the surface runoff to shallow groundwater flow and treat this flow by filtration through a subsurface medium.

4.5 Step Pool Conveyance / Rock Cascade

Bid Item	Pay Item	Pay Unit
23	Rock Sill	Each (EA)

Measurement and Payment
Sills shall be paid per each sill installed and accepted by the Engineer in the field. When sills are shown in sequence in the Plans, payment shall be made for each sill in the sequence. Such price and payment shall be full compensation for the items of work, including the cost for furnishing all materials, labor, equipment, tools and incidentals required by the above specification. Payments will be made under:



Bid Item	Pay Item	Pay Unit
29	Rock Cross Vane	Each (EA)

Measurement and Payment
Rock cross vanes shall be paid per each structure installed and accepted by the Owner and Engineer in the field. Such price and payment shall be full compensation for the items of work, including the cost for furnishing all materials, labor, equipment, tools and incidentals required by the above specification. The Contractor will submit a certified statement each month that documents the quantity of completed units for each pay item listed below. Payment will be made under:

Description
This work consists of constructing a rock cross vane. Rock cross vanes are in-stream flow structures primarily used for reducing near bank shear stresses, grade control and providing habitat.

Construction Methods and Materials
The rock cross vane will be constructed according to the Plans or as directed by the Engineer.

4.7 Rock Cross Vane

Bid Item	Pay Item	Pay Unit
28	Rock Vane	Each (EA)

Measurement and Payment
Rock vanes shall be paid per structure installed and accepted by the Engineer. Such price and payment shall be full compensation for the items of work, including the cost for furnishing all materials, labor, equipment, tools and incidentals required by the above specification. The Contractor will submit a certified statement each month that documents the quantity of completed units for each pay item listed below. Payment will be made under:

Description
This work consists of constructing a rock vane. Rock vanes are in-stream flow structures primarily used for reducing near bank shear stresses and providing habitat.

Construction Methods and Materials
The rock vane will be constructed according to the Plans or as directed by the Engineer.

4.6 Rock Vane



Silt fence will be measured and paid for in linear feet, accepted in place, along the ground line of the fence. No direct payment will be made for posts, woven wire fence, filter fabric, staples and any other material components; these will be considered incidental to the work covered by silt fence.

Measurement and Payment

A double row of silt fencing shall be installed in all areas where a minimum 30 ft setback buffer cannot be maintained between the disturbed area and the water body or wetland. Double row of silt fencing shall be placed no closer than 5 ft downhill from the toe of any fill area and a minimum of 5 ft spacing shall be maintained between silt fence rows. A minimum of 5 ft buffer should be maintained between the last row of silt fence and all water bodies and wetlands. Materials for silt fence shall conform to the silt fence systems technical specifications published in the SCDHEC BMP Handbook.

Construction methods for silt fence shall conform to the sediment fence specifications (Section 815) in the SCDOT Standard Specifications for Highway Construction and the City of Columbia Engineering Regulations Manual (Section 15.61).

Construction Methods and Materials

This work consists of installation and maintenance of geotextile silt fences to trap sediment from limited runoff areas. Silt fence shall be properly trenched to prevent erosion under them. Silt fence is a temporary control measure and shall be removed after permanent stabilization of contributing areas as approved by the City.

Description

5.1 Silt Fence

1. Erosion and sediment control devices shall be inspected once a week at a minimum and within 24 hours following any rainfall event in excess of 0.5 inches per 24-hour period. Results of these inspections shall be documented and any devices that are not functioning properly shall be immediately repaired.

2. The Contractor is required to maintain a rain gauge on the site and keep a record of rainfall amounts and dates.

3. The Sediment and Erosion Control Plan, a copy of permit SCR030000, rainfall records, and inspection reports must be kept on the site and must be accessible at all times.

The Contractor must follow the requirements of both the Sediment and Erosion Control Plan and the requirements of General Permit No. SCR030000 (General Permit to Discharge Storm Water Discharges from Small Municipal Separate Sewer Systems (MS4) under the National Pollutant Discharge Elimination System) at all times, including the following:

The quantity of erosion control devices to be installed will be affected by the actual conditions that occur during the construction of the project. The quantity of erosion control devices may be increased or decreased. Such variations in quantity will not be considered as alterations in the details of construction or a change in the character of the work. Additional notes and details are available in the SCDHEC BMP Handbook and Section 815 of the SCDOT Standard Specifications for Highway Construction as amended and the City of Columbia Engineering Regulations Manual.

The work covered by this section consists of furnishing, installing, maintaining and removing any and all erosion control practices used on this project to facilitate stream restoration construction. Prior to anticipated larger storm events, channel construction areas shall be stabilized to reduce erosion.

This work consists of installation and maintenance of erosion and sedimentation control devices to conform to the Plans, permits, local laws, state regulations and federal requirements.

Section 5.0: Erosion Control



Measurement and Payment
Erosion control mat will be measured and paid for in square yards measured along the surface of the ground. Only matting that has been correctly installed (placed) will be considered for payment. No separate measurement will be made for overlapping fabric at seams or for material required for trenching.

*Testing methods specified by Erosion Control Technology Council (ECTC) guidelines.

PROPERTY	REQUIREMENT	TEST METHOD
matrix	100% coconut fiber	ECTC*
roll size	6.6 feet x 164 feet	ECTC*
thickness	0.30 inches (minimum)	ASTM D5199
elongation	34% x 38% (maximum)	ECTC*
flexibility	65030 x 29590 mg cm	ECTC*
mass per unit area	20 ounces per square yard (minimum)	ASTM D5261
stable flow velocity	11 feet per second (minimum)	ECTC*
open area (measured)	50% (maximum)	ECTC*
tensile strength	1348 x 626 pounds per foot	ASTM D5035
'C' factor	0.002	ASTM D5035

Coir Fiber matting is to be machine-produced mat made of 100% coconut fiber and the properties listed below:
remainder of matting. No metal staples will be used on this project.

A hardwood Eco-STAKE™ or similar biodegradable stakes shall be used to secure matting. Wooden stakes 18 inches in length are required to secure the top and bottom edge of matting when Eco-STAKES™ are used for the mulch will be used to cover the finished grade to achieve a 60% coverage on the soil.

Prior to mat placement, proposed grades shall be achieved and no voids will occur in the slope. The area will be treated with fertilizer, soil amendments and seeding as specified elsewhere in the Contract Documents. Straw installed. Mat will be installed to lay on slopes not too loosely but not in tension.

The Contractor will install erosion control mat along the length of stream channel on the Crowson Road side of the project between Fort Jackson Boulevard the access bridge to the shopping center, or as directed by the Engineer. Matting will be installed along the disturbed portion of the stream bank a minimum of 4 feet vertically above the ordinary water surface elevation as directed by the Engineer. Matting will be secured with wooden stakes and installed at three (3) feet on center in offset rows, a diamond pattern. Mat overlap at seams will be a minimum of six inches. Mat will be overlapped so that the upstream mat end is on top of the downstream mat start. Stakes will secure matting at three feet spacing on the overlapping seams. Mat will be installed in a six-inch-deep trench at the toe of the slope and at the top of slope as shown in the details. Mat will be dry when installed. Mat will be installed to lay on slopes not too loosely but not in tension.

Construction Methods and Materials

This work consists of furnishing and installing Erosion Control Matting on finished grade as shown on the Contract Documents or as directed by the Owner or Engineer. The quantity of erosion control mat to be installed will be affected by the actual conditions that occur during the construction of the project. The quantity of erosion control mat may be increased, decreased, or eliminated entirely as directed. Such variations in quantity will not be considered as alterations in the details of construction or a change in the character of the work.

Description

5.2 Erosion Control Matting

Bid Item	Pay Item	Pay Unit
30	Silt Fence	Linear Feet (LF)

Such payment shall be considered full compensation for the items of work, including the cost for furnishing all materials, labor, equipment, tools, incidentals, storage, preparation, installation, removal and proper disposal of the erosion control devices and components. The Contractor will submit a certified statement each month that documents the quantity of completed units for each pay item listed below. Payment will be made under:



The pump around system shall be constructed according to the Plans and may contain a coffer dam constructed of sandbags, jersey barriers or other control device as approved by the Engineer. Before initiating in-stream work, the coffer dam must be installed and functioning correctly. The coffer dam shall be positioned several feet from the toe of the bank along the active work area. The ends of the coffer dam should be installed to intercept the toe of the bank and minimal flow should be observed in the work area. Impermeable plastic sheeting shall be positioned along the outside of the coffer dam and held in place with sandbags so that the work area is effectively separated from pass-by flow in the stream. The coffer dam should be inspected, maintained and adjusted daily to ensure proper function.

Construction Methods and Materials

This work consists of furnishing and installing a pump around system for use as a coffer dam around the work area. This also includes the utilization of pump-arounds or alternative dewatering devices to ensure that all work performed is completed in the dry as directed by the Engineer. Contractor to provide pump-around/dewatering plan to Engineer prior to construction.

Description

5.4 Pump Around

Bid Item	Pay Item	Pay Unit
32	Safety Fence	Linear Feet (LF)

Safety fence will be measured and paid for in linear feet, accepted in place, along the ground line of the fence. No direct payment will be made for posts, signage, fencing and other material components; these will be considered incidental to the work covered by tree protection fencing. Such payment shall be considered full compensation for the items of work, including the cost for furnishing all materials, labor, equipment, tools, incidentals, storage, preparation, installation, removal and proper disposal of the erosion control devices and components. The Contractor will submit a certified statement each month that documents the quantity of completed units for each pay item listed below. Payment will be made under:

Measurement and Payment

The Contractor shall install tall, bright, protective fencing durable to last throughout the construction project. Orange safety fence is preferred. Fencing shall be installed in accordance with the Contract Documents to signify the limits of disturbance for the project. Signage shall be installed along all sides of fencing saying "Keep out". Safety fence shall be installed and maintained in accordance with the Plans and as directed by the Engineer.

Construction Methods and Materials

This work consists of installation and maintenance of safety fence to delineate the limits of disturbance in accordance with the Contract Documents. Safety fence is a temporary measure and shall be removed after completion of construction activities as approved by the City and Engineer.

Description

5.3 Safety Fence

Bid Item	Pay Item	Pay Unit
31	Erosion Control Matting	Square Yard (SY)

Such price and payment will be full compensation for all work covered by this section, including but not limited to all labor, machinery, maintenance, hauling, preparation and installation to complete the work in an acceptable manner. Wooden stakes will be considered incidental to erosion control mat installation. Seeding, soil amendments and fertilizers will be measured and paid under Site Stabilization and Preparation. The Contractor will submit a certified statement each month that documents the quantity of completed units for each pay item listed below. Payment will be made under:



Bid Item	Pay Item	Lump Sum (LS)
34	Turbidity Curtain	Pay Unit

Measurement and Payment
All work completed under this section will be measured and paid for as a lump sum for turbidity curtains. The payment schedule for this item will be 50% upon mobilization of equipment and materials to the Site, and 50% upon completion of demobilization and removal of all equipment and excess materials from the Site at project completion. This work includes materials, labor, and equipment required by the above specification. Payment will be made under:

- Fabric – Polyester Reinforced Vinyl 18 oz/yd²
- Flotation – 13 lbs/ft
- Rope Retainer – ½ inch Polypropylene
- Grommets #4 Brass #4 Brass
- Seams Heat Welded
- Bottom Load Chain – 0.63 lbs/ft (min) (½ inch, galvanized)
- Connecting Hardware – Galvanized Steel

The turbidity curtains shall be suitable for use in moving water and installed according to manufacturer's recommendations and the Contractor shall provide appropriate turbidity curtains and anchor system. Contractor shall provide all personnel required to adequately position, install and maintain the turbidity curtain until the project is complete. Provide floating turbidity barrier meeting the following minimum requirements:

The turbidity curtains shall be installed at the north side of the shopping center bridge and the downstream limits of disturbance according to manufacturer's instructions and as shown on the Contract Documents. The turbidity curtains should intercept all stream flow that contacts the work zone or displays increased turbidity related to construction activities. The curtain should remain in the stream as long as non-stabilized work zones exist within the project area and until project completion.

Construction Methods and Materials

Description
This work consists of furnishing and installing turbidity curtains to reduce downstream turbidity and sedimentation.

5.4 Turbidity Curtain

Bid Item	Pay Item	Lump Sum (LS)
33	Pump Around	Pay Unit

Measurement and Payment
All work completed under this section will be measured and paid for as a lump sum for coffer dam and turbidity curtain. The payment schedule for this item will be 50% upon mobilization of equipment and materials to the site, and 50% upon completion of demobilization and removal of all equipment and excess materials from the site at project completion. This work includes materials, labor, and equipment required by the above specification. Payment will be made under:

Contractor shall furnish a coffer dam of a height that is minimum 1 ft higher than base flow depth in the stream and shall provide enough barriers to properly separate the entirety of the active work area from flow in the stream. Plastic sheeting shall be impermeable and sandbags should be of a durability that it will remain intact while in the stream. Contractor shall provide all personnel required to adequately position, install and maintain the coffer dam until the project is complete.



Description
This work consists of furnishing and installing permanent seed in areas specified in the Plans and will be performed by the Contractor. This work consists of site preparation, soil amendments, seedbed preparation, seeding and mulching. The quantity of permanent seed to be installed will be affected by the actual conditions

6.2 Permanent Seeding

Bid Item	Pay Item	Pay Unit
35	Temporary Seeding	Acres (AC)

each pay item listed below. Payment will be made under:
Contractor will submit a certified statement each month that documents the quantity of completed units for
Such payment shall be considered full compensation for the items of work, including the cost for furnishing all
materials, labor, equipment, tools, incidentals, storage, preparation and planting of the temporary seed. The
work and materials will be measured and paid as provided elsewhere in this contract under permanent seeding.
applying permanent seed, limestone, fertilizer, mulch and water will not be measured or paid in this section; this
Temporary seeding will be measured and paid for in acres measured along the surface of the ground that has
been completed at the scheduled seeding rate and accepted by the Landowner and Engineer. Furnishing and
Temporary seeding will be measured and paid for in acres measured along the surface of the ground that has
been completed at the scheduled seeding rate and accepted by the Landowner and Engineer. Furnishing and
work and materials will be measured and paid as provided elsewhere in this contract under permanent seeding.
Such payment shall be considered full compensation for the items of work, including the cost for furnishing all
materials, labor, equipment, tools, incidentals, storage, preparation and planting of the temporary seed. The
Contractor will submit a certified statement each month that documents the quantity of completed units for
each pay item listed below. Payment will be made under:

Measurement and Payment
All seed and seed varieties must be free of state and federal noxious weed seed. In addition, none of the
following seed will occur in the mix: annual bluegrass, Bermuda bluegrass, bindweed, cocklebur, corn cockle,
dodder, giant foxtail, horse nettle, lespedeza, spurred anoda, wild garlic, or wild onion.

Approved Date	Species Name	Common Name	Stratum	Density (lbs/acre)
May 1 – August 15	<i>Setaria italica</i>	German Millet	Herb	50
August 15 – May 1	<i>Secale cereale</i>	Rye Grain	Herb	140
Pure Live Seed				
Temporary Seeding				

Temporary seed will include the species listed below and will be applied according to the following schedule:
Temporary groundcover must be established on exposed slopes within 7 calendar days following the completion
of any phase of grading when a site will not be worked for at least 21 days. The Contractor must guarantee 85%
temporary seeding coverage for a term of 1 year following acceptance by the Landowner and Engineer.

All disturbed areas will be seeded with temporary seed. Seeding will be performed using a broadcast spreader.
Other methods may be used but must be approved by the Engineer in advance of installation. No seeding will
be performed when ambient temperature is below 32° F or 0° C. No seeding will occur when ground is frozen or
excessively wet.

Construction Methods and Materials

This work consists of furnishing and installing temporary seed in areas specified in the Plans and includes site
preparation and seeding. All work described herein is to be performed by the Grading Contractor. The quantity
of temporary seed to be installed will be affected by the actual conditions that occur during the construction of
the project. The quantity of temporary seed may be increased, decreased, or eliminated entirely as directed by
the Engineer. Such variations in quantity will not be considered as alterations in the details of construction or a
change in the character of the work. Refer to SC-M-810 of the SCDOT Standard Specifications for Highway
Construction Temporary Seeding.

6.1 Temporary Seeding

Section 6.0: Site Stabilization and Preparation



This work consists of furnishing and installing permanent sodding in areas specified in the Plans and will be performed by the Contractor. This work consists of site preparation, soil amendments, seeded preparation and

Description

6.3 Permanent Sodding

Bid Item	Pay Item	Pay Unit
36	Permanent Seeding	Acre (AC)

Permanent seeding will be measured and paid for in acres measured along the surface of the ground that has been completed and accepted by the Landowner and Engineer. No direct payment will be made for soil tests or furnishing and applying limestone, fertilizer, mulch, or water; such work and materials will be considered incidental to the work covered by permanent seeding. Such payment shall be considered full compensation for the items of work, including the cost for furnishing all materials, labor, equipment, tools, incidentals, storage, preparation, planting, maintenance and warranty of the permanent seed. The Contractor will submit a certified statement each month that documents the quantity of completed units for each pay item listed below. Payment will be made under:

Measurement and Payment

All seed and seed varieties must be free from state and federal noxious weed seed. In addition, none of the following seed will occur in the mix: annual bluegrass, Bermuda bluegrass, bindweed, corn cockle, dodder, giant foxtail, horse nettle, lespedeza, spurred anoda, wild garlic, and wild onion. Refer to SC-M-810 for Fertilizer in the SCDOT Standard Specifications for Highway Construction. The Contractor is encouraged to conduct an independent soil test and is responsible for recommending soil amendment application rates prior to construction. All soil amendment applications shall occur prior to seeding. Seed mulch will consist of straw or wood cellulose mulch. No tacking agent is necessary for areas under erosion control matting. Water used in the planting or care of vegetation will meet the requirements identified in SC-M-810.

compensate for the PLS difference. Permanent seed mix to be used shall be as detailed on the Plans.

Engineer for approval. Seed will have a Pure Live Seed (PLS) certification equal to or greater than that rate by the supplier and is not required to be mixed on site. All plant sources and materials shall be submitted to the Refer to SC-M-810 for Seed in the SCDOT Standard Specifications for Highway Construction. Seed may be mixed specifications. The Contractor is required to complete this within 31 days of the Owner's notification.

of growth. The Contractor shall reseed any bare spots greater than 9 square feet to the aforementioned It is the Contractor's responsibility to ensure a dense stand of herbaceous vegetation on-site during the first year 90 calendar days (whichever is shorter) following completion of construction.

Groundcover must be established on exposed slopes within 21 calendar days following the completion of any phase of grading. Permanent groundcover must be established for all disturbed areas within 15 working days or 90 calendar days (whichever is shorter) following completion of construction.

Site will be watered lightly but thoroughly so that the top 3" of soil is saturated.

similar equipment, or by dragging the surface of the soil with a chain link fence. Immediately after seeding the soil. The seed-to-soil contact will be maximized by firming the soil around the seed with a cultipacker, other be approved by the Owner and Engineer in advance of installation. Seed will be applied within the top ¾ inch of ground is frozen. Seeding will be performed using a broadcast spreader. Other methods may be used but must No seeding will be performed when ambient temperature is below 32° F or 0° C. No seeding will occur when the

Construction Methods and Materials

that occur during the construction of the project. The quantity of permanent seed may be increased, decreased, or eliminated entirely as directed by the Engineer. Such variations in quantity will not be considered as alterations in the details of construction or a change in the character of the work. Refer to SC-M-810 for Seeding and Mulching in the SCDOT Standard Specifications for Highway Construction.



Live stakes shall be tamped perpendicularly into the finished bank slope with a dead blow hammer, with buds oriented in an upward direction. Stakes should be tamped until approximately 80 percent of the stake length is within the ground and at least two nodes are projecting from the ground. In cases where the ground is hard or where riprap is present, a pilot hole may be made to assist in inserting the live stake. The Contractor may use a 0.5-inch metal rod or other means acceptable to the Engineer for this purpose. The intent of this requirement is to maintain firm soil/stake contact after the live stake is installed while also preventing damage to the stake. The rod must be removed carefully and may not be rotated to enlarge the hole. The area around each live stake shall be compacted by foot after the live stake has been installed.

Construction Methods and Materials

Live stakes will be installed on the creek banks in areas indicated on the Plans. The work consists of furnishing and installing live stakes.

6.4 Live Staking

Bid Item	Pay Item	Pay Unit
37	Permanent Sodding	Square Yards (SY)

Permanent sodding will be measured and paid for in square yards measured along the surface of the ground that has been completed and accepted by the Landowner and Engineer. No direct payment will be made for soil tests or furnishing and applying limestone, fertilizer, mulch, or water; such work and materials will be considered incidental to the work covered by permanent sodding. Such payment shall be considered full compensation for the items of work, including the cost for furnishing all materials, labor, equipment, tools, incidentals, storage, preparation, planting, maintenance and warranty of the permanent sod. The Contractor will submit a certified statement each month that documents the quantity of completed units for each pay item listed below. Payment will be made under:

Measurement and Payment

Solid sodding shall be laid when soils are moist. Dry sod beds shall be well moistened before sod is laid. Sections of solid sod shall be laid edge to edge with staggered joints. Openings shall be plugged with sod or filled with acceptable loamy topsoil. After laying and joint filling, sod shall be rolled or tamped with approved equipment to eliminate air pockets and provide an even surface.

Sod shall be laid on the prepared sod bed within twenty-four (24) hours after cutting, except that sod may be stored in stacks or piles, grass to grass and roots to roots for not more than five (5) days. Sod shall be protected against drying from sun or wind and from freezing if necessary. The moving and laying of sod shall, as far as possible, be done when weather conditions and soil moisture are favorable.

No sodding will be performed when ambient temperature is below 32° F or 0° C. No sodding will occur when the ground is frozen. Sod shall be living, well-established growth, predominantly of the grass specified in the Contract Documents. It shall be vigorous, well rooted, healthy turf, free from disease, insect pests, weeds, other grasses, stones and any other harmful or detrimental materials. Sod shall be machine striped at a uniform soil thickness of approximately one inch. The minimum acceptable soil thickness shall be 3/4 inch. The measurement for thickness shall exclude top growth and thatch. Sod shall be rolled or folded prior to lifting. Handling of sod shall be done in a manner that will prevent tearing, breaking, drying or any other damage.

Construction Methods and Materials

sod placement. The quantity of permanent sod to be installed will be affected by the actual conditions that occur during the construction of the project. The quantity of permanent sod may be increased or decreased as directed by the Engineer. Such variations in quantity will not be considered as alterations in the details of construction or a change in the character of the work. Refer to SC-M-813 for Sodding in the SCDOT Standard Specifications for Highway Construction.



This item will be measured by each unit furnished, properly installed and accepted by the Engineer, including all labor, machinery, maintenance, hauling, preparing, harvesting and installing of the item to complete the work

Measurement and Payment

must be approved by the Landowner and Engineer prior to installation. Outside storage locations should be continually shaded and protected from wind and direct sunlight to prevent trees and shrubs from drying. Species selection may be adjusted depending on availability. Substitute species the approval of the Engineer. All containerized plants shall be dormant at time of acquisition and planting. Containerized plants shall be a minimum of 18 inches in height (excluding roots and container) and shall be between 0.5 inches and 1.5 inches in diameter. All plant material shall be purchased from a local nursery, with puddle water over the roots.

backfilled with the excavated soil. A small ridge of soil should be constructed around the backfilled hole to help with excavated soil. The container should be removed and plant placed in the hole with the remaining void should be approximately 1.5 times the depth of the container. The bottom third of the hole should be backfilled project. A hole should be dug approximately twice the container diameter at the specified locations. Hole depth directed by the Engineer. Care should be taken to mix species in different planting regions throughout the Containerized plants shall be installed as indicated on the Plans and at the spacing listed in the Plans, or as

Construction Methods and Materials

installing the containerized plants. Containerized plants will be installed in areas indicated on the Plans. The work consists of furnishing and

Description

6.5 Containerized Planting (size as specified on the Plans)

Bid Item	Pay Item	Pay Unit
38	Live Stakes	Each (EA)

Payment will be made under: This item will be measured by each unit furnished, properly installed and accepted by the Owner and Engineer, including all labor, machinery, maintenance, hauling, preparing, harvesting, and installing of the item to complete the work in an acceptable manner. No payment shall be made for improperly installed stakes. The quantity of live stakes measured as provided above, will be paid for at the contract unit price per each. Such payment will be full compensation for all work covered by this special provision. The Contractor will submit a certified statement each month that documents the quantity of completed units for each pay item listed below.

Measurement and Payment

Live stakes shall remain moist until they are planted and shall be soaked in water for a minimum of 24 hours immediately prior to installation. Outside storage locations should be continually shaded and protected from wind and direct sunlight to prevent drying.

time of acquisition and planting. shall be purchased from a local nursery, with the approval of the Engineer. All live stakes shall be dormant at diameter of 2 inches. The basal end is intended to take root and shall be installed in the ground. All plant material and cut to at least 18 inches in length. Stakes shall have a minimum diameter of 0.5 inch and a maximum or Engineer prior to installation. Live branches, appropriately delivered, shall be trimmed of all side branches Species selection may be adjusted depending on availability. Substitute species must be approved by the Owner Plans.

The stakes species are identified on the Plans and shall be installed per the spacing requirements shown on the live stakes shall be cut after installation to create a smooth top end. Any stakes that are split or damaged during installation shall be removed and replaced. The top 1 to 3 inches of Stems shall be placed with a density of 0.1 stems per square foot. Cracked or split live stakes will not be accepted.



Description
The work in this section consists of the replacement of dead vegetation during the warranty period, repair of eroded areas and repair or replacement of in-stream structures. The Contractor shall warrant vegetation per the terms listed in the table below.

6.7 Planting Warranty

Bid Item	Pay Item	Pay Unit
40	Ball and Burlap Plants	Each (EA)

Measurement and Payment
This item will be measured by each unit furnished, properly installed and accepted by the Engineer, including all labor, machinery, maintenance, hauling, preparing, harvesting and installing of the item to complete the work in an acceptable manner. No payment shall be made for improperly installed ball and burlap plants. The quantity of ball and burlap plants measured as provided above, will be paid for at the contract unit price per each. Such payment will be full compensation for all work covered by this special provision. The Contractor will submit a certified statement each month that documents the quantity of completed units for each pay item listed below. Payment will be made under:

Construction Methods and Materials
The ball and burlap plants shall be appropriately delivered and stored in accordance with nursery recommendations. Root areas of the trees and shrubs shall be appropriately wrapped in burlap and protected. All plant material shall be purchased from a local nursery, with the approval of the Engineer. All ball and burlap plants shall be dormant at time of acquisition and planting. Outside storage locations should be continually shaded and protected from wind and direct sunlight to prevent trees and shrubs from drying. Species selection may be adjusted depending on availability. Substitute species must be approved by the Landowner or Engineer prior to installation.

The ball and burlap plants shall be installed as indicated on the Plans, or as directed by the Engineer. A hole should be dug approximately twice the rootball diameter of the tree at the specified location. Hole depth should be approximately the diameter of the rootball so that the top of the rootball sits just below the existing ground grade. The burlap wrapping around the rootball should be removed and placed in the hole with the tree and backfilled with the excavated soil. A small ridge of soil should be constructed around the backfilled hole to help puddle water over the rootball. Double-shredded, double-hammered hardwood mulch shall be placed around the rootball. Staking and ties to help hold the tree vertically are also recommended.

Description
The ball and burlap plants will be installed in areas indicated on the Plans. The work consists of furnishing and installing the specified ball and burlap plants listed in the Plans.

6.6 Balled and Burlap Planting

Bid Item	Pay Item	Pay Unit
39	Containerized Plants	Each (EA)

Payment will be made under:
In an acceptable manner. No payment shall be made for improperly installed containerized plants. The quantity of containerized plants measured as provided above, will be paid for at the contract unit price per each. Such payment will be full compensation for all work covered by this special provision. The Contractor will submit a certified statement each month that documents the quantity of completed units for each pay item listed below.



Bid Item	Pay Item	Pay Unit	Lump Sum (LS)
41	Planting Warranty		

Measurement and Payment
All work completed under this section will be measured and paid for as a lump sum. This work includes mobilization, materials, labor, and equipment required by the above specification. The payment schedule for this item will be 100% upon completion of construction and the payment will be made under:

The Landowner and Engineer shall identify the area(s) that are to be reseeded or replanted and notify the Contractor in writing. The Contractor must return to the site and reseed or replant within 45 calendar days from the postmarked written notification. All replacement seed and plants shall be furnished and installed as specified herein. The cost of replacement shall be borne by the Contractor except where the Contractor can document and validate that the loss is a result of vandalism.

Type of Vegetation	Warranty Terms
Permanent Seeding, Containerized Plants and Live Stakes	85% coverage (one-year term)
Ball and Burlap Plants	100% Survival (one-year term)

Construction Methods and Materials
The Landowner and Engineer will inspect the project after completion of planting and the growing season. The term shall include at least one full growing season and will initiate on the date the project is complete and accepted by the Landowner and Engineer. The following warranty terms shall apply to vegetation:

RESOLUTION NO.: R-2022-005

Approving and Ratifying Mutual Aid Agreements between the City of Columbia and the City of Columbia Police Department and Various Law Enforcement Agencies and Authorizing the City Manager of the City of Columbia and the Chief of Police of the City of Columbia to execute all such Agreements

WHEREAS, the South Carolina Law Enforcement Assistance and Support Act, codified in Section 23-20-10 through 23-20-60 of the Code of Laws of South Carolina (2016) authorizes law enforcement agencies of the State of South Carolina (the "State") to enter into contractual agreements with other law enforcement providers as may be necessary for the proper and prudent exercise of public safety functions; and,

WHEREAS, the Columbia Police Department ("CPD") is desirous of entering into agreements with various law enforcement agencies in the State, in order to properly and prudently exercise public safety functions in a manner which benefits the citizens the City and the State; and,

WHEREAS, the City Council of the City of Columbia, as the governing body of the City ("City Council") believes the adoption, execution and use of multi-jurisdictional agreements to be reasonable, prudent and desirable, and that such agreements serve the best interest of the citizens of the City; and,

WHEREAS, pursuant to Section 23-20-40(B) of the *Code of Laws of South Carolina* (2016) all multi-jurisdictional agreements be approved by the respective governing bodies for each agency; and,

WHEREAS, there are certain jurisdictions and law enforcement agencies with whom the Columbia Police Department has had long standing cooperative relationships and entering into agreements with those jurisdictions and agencies should be facilitated; and,

WHEREAS, the City Council finds that the Police Chief of the City (the "Chief"), as the lead law enforcement officer for the City and the City Manager of the City (the "City Manager"), as the chief executive officer of the City, are qualified and shall be authorized by City Council to enter into multi-jurisdictional agreements with the select jurisdictions and agencies with which the City of Columbia has enjoyed a strong relationship; and,

WHEREAS, none of the Mutual Aid Agreements provide for any expenditure of funds from the City of Columbia above Fifty Thousand and No/100 (\$50,000.00) Dollars, so the City Manager is authorized to sign said documents; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2022, as follows:

1. The Chief and the City Manager, acting together, are authorized to execute and enter into mutual aid agreements with various law enforcement agencies with which the City of Columbia has enjoyed long standing cooperative relationships. A list of all governmental agencies to which the Chief and City Manager are authorized to so act and agree is attached hereto as Exhibit "A". The Chief and the City Manager are specifically authorized and vested with the power to execute and negotiate any and all mutual aid agreements with such entities (the "Agreements").

2. To the extent any such Agreement is executed by the Chief and the City Manager, it shall be valid and binding against the City (and CPD) and upon their joint execution thereof, such Agreement shall be deemed ratified, confirmed and approved by City Council.

3. The approval and ratification powers granted herein applies to and validates all actions previously taken or to be taken by the Chief and/or the City Manager, any action taken or to be taken by the City or CPD under such agreements (as executed by the Chief and the City Manager), including, but not limited to, joint operations, extra-jurisdictional arrests, multi-jurisdictional investigations, sharing of personal and/or equipment, and all other activities authorized by applicable law and by the terms of the respective agreements.

4. Any amendment or necessary change to the list of entities in the attached Exhibit "A" shall be approved by City Council by and through an express written amendment hereto.

5. The authorization for the Chief and the City Manager to act under the provisions hereof, including the term of any Agreements authorized under the provisions of this Resolution, shall be binding until December 31, 2023, unless the authorization for the Chief and/or the City Manager to so act is revoked by the City Council, or otherwise amended.

Requested by:

City Manager _____

Mayor _____

Approved by:

City Manager _____

Approved as to form:

ATTEST:

Deputy City Attorney _____

City Clerk _____

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

EXHIBIT "A"
RESOLUTION NO.: R-2022-005

MUNICIPALITY/COUNTY	STATE AGENCIES
Aiken County Sheriff	State Museum
Batesburg-Leesville Police Dept.	SC Department of Natural Resources
Bishopville Police Dept.	SC Department of Probation, Pardon and Parole
Camden Police Dept.	SC Department of Public Safety
Cayce Police Dept.	SLED
Charleston County Sheriff	South Carolina Criminal Justice Council
Charleston Police Dept.	South Carolina Criminal Justice Academy
Cherokee County Sheriff	South Carolina Department of Corrections
Chester County Sheriff	
Chesterfield County Sheriff	
Clemson University Police Dept.	
Darlington County Sheriff	
Elgin Police Dept.	
Fairfield County Sheriff	
Florence County Sheriff	
Florence Police Dept.	
Forest Acres Police Dept	
Greenville Police Dept.	
Greenville County Sheriff	
Horry County Police Dept.	
Irmo Police Dept.	
Kershaw County Sheriff	
Lancaster County Sheriff	
Lexington County Sheriff	
Lexington Police Dept.	
Myrtle Beach Police Dept.	
Newberry County Sheriff	
North Charleston Police Dept.	
North Myrtle Beach Police Dept.	
Orangeburg County Sheriff	
Orangeburg Department of Public Safety	
Richland County Sheriff	
Spartanburg County Sheriff	
Spartanburg Department of Public Safety	
Springdale Police Dept.	
Sumter County Sheriff	
Sumter Police Dept.	
West Columbia Police Dept.	

OTHER ENTITIES

Allen University
Benedict College
Columbia College
Commission on Accreditation for Law Enforcement Agencies, Inc.
Congaree Swamp National Park
Drug Enforcement Agency
Federal Bureau of Investigations
Department of Homeland Security
Irmo-Chapin Recreation Commission
Irmo Fire District
LARADAC, The Behavioral Health Center of the Midlands
Midlands Technical College
Richland County School District One
River Alliance
South Carolina State University
University of South Carolina Division of Public Safety
United States Law Enforcement
United States Marine Corps, Special Operations Command (MARSCO)

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

**911 COMMUNICATIONS CENTER
CONSOLIDATED AGREEMENT EXTENSION**

WHEREAS the City of Columbia ("City") and Richland County ("County") executed the 911 Communications Center Consolidated Agreement ("911 Agreement"), dated July 1, 2010; and

WHEREAS the City and the County extended the 911 Agreement by execution of the 911 Communications Center Consolidation Agreement, dated June 2017, and which expired on June 30, 2018; and

WHEREAS, the City and County renewed and extended the 911 Communications Agreement for an additional one (1) year term commencing July 1, 2019, and which expired on June 30, 2019; and

WHEREAS the City of Columbia and Richland County desire to renew and extend the 911 Agreement for an additional (1) one year term commencing September 6, 2021, and ending on June 30, 2022.

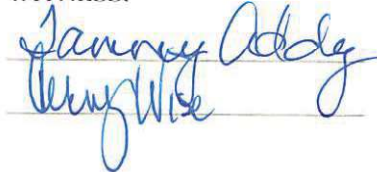
WHEREAS Richland County will pay \$3, 100,000 for budget year FY22.

NOW THEREFORE, BE IT RESOLVED, in consideration of the mutual undertakings and terms contained herein, the city and county agree as follows:

1. Subject to and contingent upon approval and authorization by the parties' respective legislative bodies by legislative enactment, the term of the 911 Agreement, which is attached hereto and incorporated herein by reference hereto shall be renewed and extended for an additional one (1) year period from September 6, 2021, to June 30, 2022, during which time Richland County will be working diligently toward the design and construction of a new consolidated county operated 911 communications center, of which the City of Columbia may have an option to participate collaboratively in its usage.
2. Richland County may terminate the contract with 120 days' notice to the City of Columbia.

Except as modified herein and renewed and extended hereby, the 911 Agreement shall remain in full force and effect. IN WITNESS THEREOF, the parties hereto have executed this 911 Communications Center Consolidated Agreement Extension this 3rd day of November, 2021.

WITNESS:



Richland County, South Carolina

BY: Leonardo Brown

ITS: County Administrator

City of Columbia, South Carolina

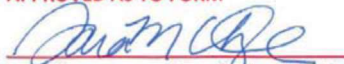
BY: _____

ITS: _____

Richland County Attorney's Office


Approved as to LEGAL form ONLY
NO Opinion Rendered As To Content

APPROVED AS TO FORM


Legal Department City of Columbia, SC
11/19/2021

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

**911 COMMUNICATIONS CENTER
CONSOLIDATED AGREEMENT EXTENSION**

WHEREAS the City of Columbia ("City") and Richland County ("County") executed the 911 Communications Center Consolidated Agreement ("911 Agreement"), dated July 1, 2010; and

WHEREAS the City and the County extended the 911 Agreement by execution of the 911 Communications Center Consolidation Agreement, dated June 2017, and which expired on June 30, 2018; and

WHEREAS, the City and County renewed and extended the 911 Communications Agreement for an additional one (1) year term commencing July 1, 2019, and which expired on June 30, 2019; and

WHEREAS the City of Columbia and Richland County desire to renew and extend the 911 Agreement for an additional (1) one year term commencing September 6, 2021, and ending on June 30, 2022.

WHEREAS Richland County will pay \$3, 100,000 for budget year FY22.

NOW THEREFORE, BE IT RESOLVED, in consideration of the mutual undertakings and terms contained herein, the city and county agree as follows:

1. Subject to and contingent upon approval and authorization by the parties' respective legislative bodies by legislative enactment, the term of the 911 Agreement, which is attached hereto and incorporated herein by reference hereto shall be renewed and extended for an additional one (1) year period from September 6, 2021, to June 30, 2022, during which time Richland County will be working diligently toward the design and construction of a new consolidated county operated 911 communications center, of which the City of Columbia may have an option to participate collaboratively in its usage.
2. Richland County may terminate the contract with 120 days' notice to the City of Columbia.

Except as modified herein and renewed and extended hereby, the 911 Agreement shall remain in full force and effect. IN WITNESS THEREOF, the parties hereto have executed this 911 Communications Center Consolidated Agreement Extension this 3rd day of November, 2021.

WITNESS:

Jeremy Adley
Berry Wise

Richland County, South Carolina

BY: *Leonardo Brown*

ITS: *County Administrator*

City of Columbia, South Carolina

BY: _____

ITS: _____

Richland County Attorney's Office

Approved as to LEGAL form ONLY
NO Opinion Rendered As To Content

**RICHLAND COUNTY GOVERNMENT
ADMINISTRATION**

2020 Hampton Street, Suite 4069, Columbia, SC 29204
P 803-576-2050 | F 803-576-2137 | TDD 803-576-2045
richlandcountysc.gov



November 3, 2021

Henry M. Simons
Assistant City Manager
City of Columbia
P.O. Box 147
Columbia, SC 29217

Re: 911 Communications Center Consolidated Agreement Extension

Dear Mr. Simons:

Enclosed please find the 911 Communications Center Consolidated Agreement Extension between the City of Columbia and Richland County for your review and execution.

There are two originals, both for your execution. Please return an original to Richland County Administration. I have enclosed a self-addressed, stamped envelope for your convenience.

Thank you for your attention to this matter.

Regards,

A handwritten signature in blue ink that reads "Tammy Addy".

Tammy Addy
Executive Assistant to the County Administrator
Richland County Administration

Enclosures

RESOLUTION NO.: R-2022-006

Authorizing the City Manager to execute a 911 Communications Center Consolidation Agreement Extension between the City of Columbia and Richland County

BE IT RESOLVED by the Mayor and City Council this _____ day of _____, 2022, that the City Manager is hereby authorized to execute the attached 911 Communications Center Consolidation Agreement Extension, or on a form to be approved by the City Attorney, between the City of Columbia and Richland County for the continued operation of the 911 Communications Center through June 30, 2022.

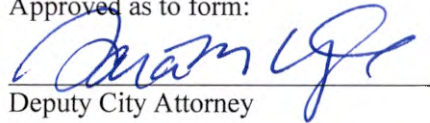
Requested by:

City Manager _____

Approved by:

City Manager _____

Approved as to form:


Deputy City Attorney

Introduced:
Final Reading:

Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT

RESOLUTION NO.: R-2022-001

Authorizing consumption of beer and wine beverages only at First Thursday on Main Street

WHEREAS, First Thursday on Main ("Sponsor") is sponsoring First Thursday on Main in the 1200, 1300, 1400, 1500, 1600 and 1700 blocks of Main Street from Gervais Street to Laurel Street to include Boyd Plaza, 1515 Main Street, from 5:00 p.m. until 10:00 p.m. on Thursdays, February 3, March 3, April 7, May 5, June 2, July 7, August 4, September 1, October 6, November 3 and December 1, 2022; and,

WHEREAS, Sponsor has requested permission for use of the 1200, 1300, 1400, 1500, 1600 and 1700 blocks of Main Street from Gervais Street to Laurel Street to include Boyd Plaza, 1515 Main Street from 5:00 p.m. until 10:00 p.m. on Thursdays, February 3, March 3, April 7, May 5, June 2, July 7, August 4, September 1, October 6, November 3 and December 1, 2022, for patrons to consume beer and wine beverages only during the event hours of 5:00 p.m. until 9:30 p.m.; and for crowd control and overflow; and,

WHEREAS, to ensure the safety of attendees, Organizer understands and agrees as follows:

1. Firearms shall be prohibited on the 1200, 1300, 1400, 1500, 1600 and 1700 blocks of Main Street from Gervais Street to Laurel Street to include 1515 Main Street, Boyd Plaza, on Thursday, February 3, March 3, April 7, May 5, June 2, July 7, August 4, September 1, October 6, November 3 and December 1, 2022 from 5:00 p.m. until 10:00 p.m. regardless of whether such firearm is carried openly or concealed, and regardless of whether the individual carrying such firearm is a valid concealed weapons permit holder.
2. The Organizer shall establish a boundary line around the event space and the Organizer shall ensure all entrance points into the permitted event area are posted with signage stating "NO CONCEALABLE WEAPONS ALLOWED" that complies with the size and formatting requirements of section 23-31-235 of the South Carolina Code.
3. When publicizing the event in the community, the Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.
4. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to COVID-19 pandemic safety and social distancing protocols as published by the CDC and SCDHEC, and Organizer shall modify the plans and footprint as safety protocols published by the CDC and SCDHEC are updated.
5. The City may cancel the event at any time based upon public safety and/or public health concerns. The City shall not be financially responsible for any costs associated with the cancellation of the event.
6. Organizer shall display signs (physical and/or electronic) throughout the event area that discourage physical contact, such as hugs, handshakes, fist bumps, and high-fives during the event.
7. Organizer shall encourage all attendees of the event to adhere to all COVID-19 safety protocols to include, but not be limited to, wearing face masks, social distancing, and frequent washing of hands.
8. Organizer is required to provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to the public during the event. Organizer is to provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof who attends the event. Ten percent (10%) of these facilities shall be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. The City of Columbia may determine the total number of required restroom facilities on a case-by-case basis. Organizer shall post signs or markers to prohibit lines or crowds forming near the restroom without maintaining a distance of at least six (6) feet from other people.
9. Organizer shall post signs or markers to prohibit lines or crowds forming near food vendors and should encourage attendees to bring their own water. Alcohol, beer and/or wine shall be prohibited at the event without approval of a written resolution of City Council.
10. to use their own pens.
11. At no cost to the City, Organizer shall be responsible for hiring no fewer than two (2) off-duty City of Columbia police officers during the hours of 2:00 p.m. and 11:00 p.m.

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 _____, 2022 that the sale of beer and wine beverages only is authorized between the hours of 5:00 p.m. and 9:30 p.m. on Thursdays, February 3, March 3, April 7, May 5, June 2, July 7, August 4, September 1, October 6, November 3 and December 1, 2022; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the cleanup of all trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area and within the designated area of impact as shown on the attached drawing, any costs incurred by the City in removing loose trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, is prohibited. All pets shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated dates and times that the 1200, 1300, 1400, 1500, 1600, and 1700 blocks of Main Street from Gervais Street to Laurel Street, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, 1200, 1300, 1400, 1500, 1600 and 1700, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine beverages shall be permitted only in plastic cups, plastic or aluminum bottles or aluminum cans provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that in the event of inclement weather on Thursdays, February 3, March 3, April 7, May 5, June 2, July 7, August 4, September 1, October 6, November 3 and December 1, 2022, the City Manager is authorized to approve the rescheduling of that event date for another date within one (1) week from the date of the originally scheduled event upon receiving twenty-four (24) hours written notice requesting the rescheduling of the event. The hours of operation for the event, service of beer and wine at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

BE IT FURTHER RESOLVED that should the organizer reschedule an 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 _____

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

Introduced:
Final Reading:

Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT

DATE OF REQUEST

12-15-2021

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)Phillip Blair
803-767-8008
phillblair@gmail.comESTIMATED NUMBER OF
ATTENDEES ANTICIPATED:

1000

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)

First Thursday on Main

DATE(S) OF EVENTS: (multiple day can be on one request)

2022 Feb 3rd, March 3rd, April 7th, May 5th, June 2nd, July 7th, Aug 4th, Sept 1st, Oct 6th, Nov 3rd, Dec

RAIN CONTINGENCY DATE: (Rescheduling due to inclement weather is allowed once within one week from the date of the originally scheduled event upon 24-hours written notice to the City, without a new request. The time of event operation shall remain the same.)

none

LOCATION OF EVENT

(i.e., Amphitheater area
of Finlay Park; 1300 and 1400 blocks
of Main Street between Lady Street
and Hampton Street)

1200-1700 blocks of Main Street + Boyd Plaza

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)

Boyd Plaza 1515 Main Street, Columbia SC 29201

5:00-10:00pm

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

HOURS OF EVENT

(i.e., 6:00 p.m. - 10:00 p.m.)*

5:00-10:00 pm

HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**)

(Service should end one-half hour prior to end of event
(i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*

5:00-9:30pm

DUE TO COVID-19 THERE ARE ADDITIONAL REQUIREMENTS AND PROCEDURES THAT MUST BE IN PLACE TO INSURE PUBLIC SAFETY. PLEASE PROVIDE YOUR SAFETY PLAN/PROTOCOL WITH DRAWING DEPICTING CLEANING/SANITIZATION AREAS WITH YOUR SPECIAL EVENT REQUEST FORM

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 (shari.ardis@columbiasc.gov), 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.). Written approval from the neighborhood president and adjoining business/property owners must be provided before requests will be submitted to City Council. 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.

**ONLY BEER AND WINE BEVERAGES ARE ALLOWED ON CITY PROPERTY. POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of beer and wine beverages 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., Main Street Latin Festival, St. Patrick's Festival, Vista Lights, Rocky Shoals Spider Lily Festival, 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 which exclude the sale, possession and consumption of alcoholic beverages 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. Possession, distribution and consumption of any type of alcoholic beverage at neighborhood block parties shall be restricted to private property and is prohibited on sidewalks, streets and parks.

Fire Marshal George N. Adams, Jr., 803-545-3703; george.adams@columbiasc.gov
Legal Department - Shari Ardis; 803-737-4242; shari.ardis@columbiasc.gov or fax 803-737-4250 - resolution preparation
Parking Services - Jessica Argoe; (803) 545-0287; jessica.argoe@columbiasc.gov - meter bagging
Parks and Recreation - Pearl Osborne; 803-545-3100; pearl.osborne@columbiasc.gov - park reservations
Police Department Special Events - Sgt. Jennifer L. Jordan; (803) 545-3514; jennifer.jordan@columbiasc.gov - parade permit, police, safety protocol
Police Department Community Services - Brenda Murphy; 803-545-3507; brenda.murphy@columbiasc.gov - street closing

Last revised: 5/5/2021



CITY OF COLUMBIA POLICE DEPARTMENT
1 JUSTICE SQUARE
COLUMBIA, SOUTH CAROLINA 29201
(803) 545-3500
SPECIAL DUTY REQUEST FORM



I, Philip Blair / FIRST THURSDAY ON MAIN, request the services of the City of Columbia Police
 (Individual/Business)

Department to perform law enforcement duties at 1200-1700 BLOCKS OF MAIN STREET
 (Location for Assignment)

for the time period of FEB 3rd, MARCH 3rd, APRIL 7th, MAY 5th, JUNE 2nd, JULY 7th, AUG 4th, SEPT 1st
OCT 6th, NOV 3rd, DEC 1st 5:00-10:00pm (Date(s) / Hours)

I understand when performing Special Duty Assignments, officers are subject to all directives and procedures of the City of Columbia Police Department, and will act only under the Chief's authority to enforce all applicable State and Local Laws.

I understand that officers are subject to calls in the immediate area of the Special Duty Location and will respond to any situation deemed necessary by the police department, officers or dispatch.

I understand this request for services is with the City of Columbia Police Department which will assign officers to perform Special Duty assignments. Payment for services is Thirty-Five (\$35.00) dollars per hour for each assigned officer. There is a three (3) hour minimum on working special duty and no cash payments are allowed.

By signing below and upon final approval of this request, the parties hereto, their administrators, assigns Legal representatives, affiliated companies, agents, officers, directors, shareholders and partners (hereinafter "party" or "parties") agree that any dispute, claim, controversy or proceeding arising out of or relating to this Agreement, and/or including payment or failure thereof for services rendered by the City of Columbia Police Department shall be tried and litigated exclusively in the State and Federal courts located in the County of Richland/Lexington, State of South Carolina. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. Each party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the State and Federal courts located in the County of Richland/Lexington shall be in personam jurisdiction and venue over each of them for the purpose of litigating any dispute, claim, controversy or proceeding arising out of or related to this Agreement.

The completed form must be signed and returned to the Special Duty Coordinator who will forward to the Office of the Special Operations Major for final approval.

THE CHIEF OF POLICE HAS THE AUTHORITY TO DISCONTINUE PROVIDING SPECIAL DUTY ASSIGNMENTS AT HIS DISCRETION.

APPROVED: SPECIAL OPERATIONS MAJOR

DATE

PRINT NAME OF ASSIGNED OFFICER

CONTACT NUMBER

SIGNATURE OF OFFICER'S SUPERVISOR

SIGNATURE OF REQUESTOR

DATE

CONTACT NUMBER OF REQUESTOR

SOCIAL SECURITY NO. OF REQUESTOR

TAX I.D. NO. OF REQUESTOR (IF APPLICABLE)

ORDINANCE NO.: 2022-008

Authorizing the City Manager to execute a Contract of Sale, Deed and any other documents necessary to consummate the transfer of property located at 1701, 1705, 1710 and 1715 Washington Street, Richland County TMS #11402-08-20, 11402-08-18, 11402-08-17 and 11402-08-16 to Brick and Mortar, LLC

BE IT ORDAINED by the Mayor and City Council this _____ day of _____, 2022, that in compliance with Columbia City Code Section 2-210(b), the City Manager is hereby authorized to execute any documents necessary and approved by the City Attorney, between the City of Columbia and Brick and Mortar, LLC to consummate the sale of 1701, 1705, 1710 and 1715 Washington Street, Richland County TMS #11402-08-20, TMS #11402-08-18, 11402-08-17 and TMS #11402-08-16 for the sum of Six Hundred Twenty-five Thousand One Hundred and 00/100 Dollars (\$625,000.00) Dollars.

Requested by:

Assistant City Manager Gentry

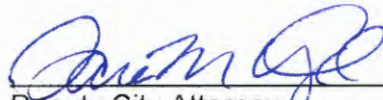
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Deputy City Attorney

City Clerk

Introduced:

Final Reading:

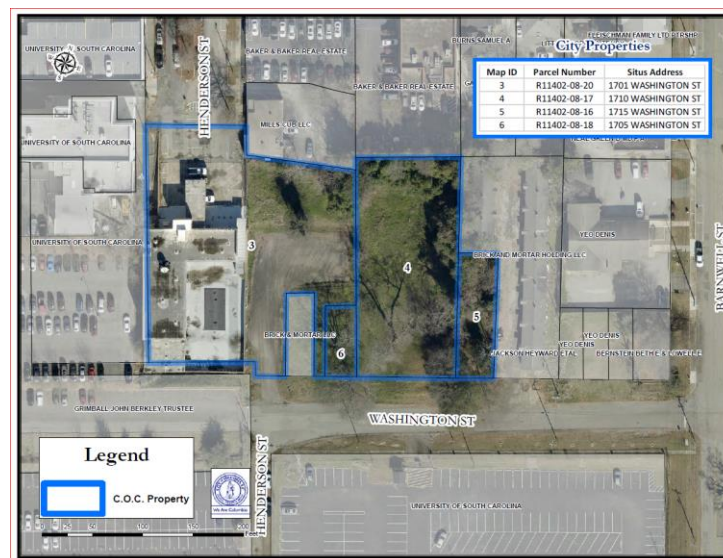


We Are Columbia

TO: Teresa Wilson, City Manager
 FROM: Missy Gentry, PE, Assistant City Manager for Development
 RE: Ordinance 2022-008; PSA for the Sale of City Owned Property on the 1700 block of Washington
 DATE: January 14, 2022

City Ordinance 2022-008 is a purchase and sales agreement for the City owned property on Washington Street, consisting of 1701, 1705, 1710 and 1715 Washington St. The 1701 Washington St parcel currently houses the City Employee Gym and serves as storage for Support Services Division. The other parcels are vacant lots. The City was approached about the possible sale of the City owned property in this location several years ago by an adjacent property owner/developer. After careful thought and consideration, the decision was made to move forward with accepting offers for the property per City Code 2-102(b) from all adjacent property owners.

The purchase price for the property is \$625,000 and includes an Occupancy Period of 8 months to vacate the property, with the ability to extend by an additional 6 months. The Occupancy Period included in the PSA allows the City to continue to occupy the facility in order to provide the City ample time to relocate the City Gym and Support Services functions housed on site. There are various options under consideration for the relocation of the City Gym to include space in various City owned facilities. While no decision has been made regarding the intended location, the management team recognizes the importance of the City gym to those who utilize it and remains optimistic that the right location can be identified in the near future and certainly within the Occupancy Period. The City will continue to own the property that houses the gym throughout the Occupancy Period but the Developer has the ability to close on the adjacent vacant lots ahead of closing on the parcel that houses the building.



cc: Henry Simons, Assistant City Manager for Operations
 Clint Shealy, Assistant City Manager Columbia Water
 Jeff Palen, Assistant City Manager and CFO
 Pam Benjamin, Assistant City Manager

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “Agreement”) is made as of the Effective Date , by and among the **CITY OF COLUMBIA, SOUTH CAROLINA** (“Seller”), and **BRICK & MORTAR, LLC**, a South Carolina limited liability company (“Buyer”). (the “Escrow Agent”) joins in this Agreement for the limited purposes set forth in Section 14. The Effective Date shall be the date the last party executes this Agreement (the “Effective Date”).

BACKGROUND

A. Seller is the owner of the following (collectively, the “Property”):

(1) All that land which is located in the City of Columbia, Richland County, South Carolina and reflected on the map contained in **Exhibit A** hereto, together with all easements, rights and privileges appurtenant thereto (the “Land”);

(2) The building (the “Building”) having approximately 14,567 square feet, all improvements, structures, fixtures and parking areas located on the Land and appurtenant thereto (the Building and such improvements, structures, fixtures and parking areas being hereinafter collectively referred to as the “Improvements,” and the Land and the Improvements being hereinafter collectively referred to as the “Real Property”);

(3) All fixtures, equipment, furniture, furnishings, appliances, supplies, artwork and sculptures and other personal property of every nature and description attached or pertaining to, or otherwise used in connection with, the Real Property and located within the Real Property (the “Personalty”);

B. Buyer desires to purchase, and Seller desires to sell, the Property, as provided in this Agreement.

TERMS AND CONDITIONS

In consideration of the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Sale and Purchase.

1.1. Sale. Seller hereby agrees to sell, transfer and convey the Property to Buyer, and Buyer hereby agrees to purchase and accept the Property from Seller, in each case for the Purchase Price (as defined below) and on and subject to the other terms and conditions set forth in this Agreement.

1.2. Project.

(a) Purchaser plans to use the property for a mix of uses which will likely include residential and office. Purchaser owns adjacent residential property which purchaser plans to redevelop and expand in addition to Purchaser’s conversion of the Building. The viability of converting the Building and the determination of the highest and best use(s) for

the building require further study and due diligence. All projects contemplated by Purchaser shall be subject to all required zoning and municipal review.

(b)

1.3 Upon completion of the required design and construction documents, Buyer shall promptly apply for all permits and approvals necessary for construction of the Project (the "Permits/Approvals") and shall use commercially reasonable best efforts to diligently pursue all Permits/Approvals to issuance as expeditiously as possible.

1.4 1.5 Purchase Price. The total purchase price for the Property the "Purchase Price") shall be SIX HUNDRED TWENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$625,000.00).

1.3. Deposit.

(a) Within ten (10) business days after the execution and delivery of this Agreement by all parties, Buyer shall deliver to Escrow Agent, in immediately available funds, to be held in escrow and delivered in accordance with this Agreement, a cash or wire transfer deposit in the amount of TEN THOUSAND AND 00/100 DOLLARS (\$10,000.00) (together with any interest earned thereon, the "Initial Deposit").

1.4. Payment at Closing.

(a) At the consummation of the transaction contemplated hereby (the "Closing"), Buyer shall deliver to Escrow Agent, in immediately available funds, cash or wire transfer in an amount equal to the Purchase Price less the Deposit. The Purchase Price less the Deposit, subject to other adjustments and apportionments as set forth herein, shall be paid at Closing by wire transfer of immediately available funds, transferred to Escrow Agent.

(b) The delivery and recording of documents and the disbursement of funds shall be effectuated through Buyer's and Seller's South Carolina counsel and the Escrow Agent at the Closing and pursuant to the closing instructions from the parties hereto, which closing instructions shall not modify or diminish the parties' respective obligations hereunder. Notwithstanding anything to the contrary in this Agreement, the Closing shall be conducted in accordance with the requirements of South Carolina with respect to its unauthorized practice of law requirements.

2. Representations and Warranties of Seller. Seller represents and warrants to Buyer as follows:

2.1. Authority. Seller is a municipal corporation in the State of South Carolina. Seller has all requisite power and authority to enter into this Agreement and perform its obligations hereunder. The execution and delivery of this Agreement have been duly authorized by Seller.

2.2. No Conflict. To Seller's actual knowledge, the execution and delivery of this Agreement and the consummation of the transactions contemplated hereunder, on the part of

Seller does not and will not conflict with or result in the breach of any material terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge, or encumbrance upon any of the Property by reason of, the terms of any contract, mortgage, lien, lease, agreement, indenture, instrument or judgment to which Seller is a party or which is or purports to be binding upon Seller, or which otherwise affects Seller, which will not be discharged, assumed or released at Closing.

2.3. Leases. There are no leases currently in effect which affect the Real Property.

2.4 Contracts. There are no construction, management, leasing, service, equipment, supply, maintenance or concession agreements in effect with respect to the any portion of the Property

2.4. No Other Options. Other than this Agreement, no portion of the Property is subject to any outstanding agreement(s) of sale or options to purchase, rights of first refusal to purchase or other rights of purchase.

3A. Limitations Regarding Representations and Warranties.

(a) As used in this Agreement, or in any other agreement, document, certificate or instrument delivered by Seller to Buyer, the phrase "to Seller's actual knowledge", "to the best of Seller's actual knowledge" or any similar phrase shall mean the actual, not constructive or imputed, knowledge of General Services Director of the Seller and not individually, without any obligation on such individual's part to make any independent investigation of the matters being represented and warranted, or to make any inquiry of any other persons, or to search or examine any files, records, books, correspondence and the like.

(b) Except as stated in Seller's representations and warranties set forth herein, Seller shall not have any liability whatsoever to Buyer, with respect to (i) any matters disclosed in any document delivered to Buyer by Seller prior to the date of this Agreement or on any exhibit attached hereto, (ii) any information of which Buyer obtains actual knowledge prior to the Closing Date, or (iii) any other information disclosed in writing to Buyer by Seller after the date hereof and prior to the Closing (all such matters being referred to herein as "Exception Matters"), whether or not Closing occurs hereunder.

3. Inspection Period; Access; Purchase "As Is". To the extent in Seller's possession, Seller has delivered, or shall deliver to Buyer within ten (10) business days following the Effective Date of this Agreement (the "Property Materials Delivery Date"), or make available to Buyer electronically, or, if unavailable electronically, at the offices of Seller, the materials as set forth on **Exhibit D** attached hereto relating to the Property and such other documents as Seller may make available to Buyer (all such items hereafter referred to as the "Property Materials"), except for any materials which are confidential, privileged or proprietary in nature, such as (but not limited to) internal memoranda and analyses, appraisals, financial projections, client and investor correspondence and other similar materials (the "Proprietary Materials"). If Seller does not provide the Property Materials within ten (10) business days after the Effective Date, the Initial Inspection Period shall be extended for a period equal to the number of days after the Property Materials Delivery Date that Buyer receives all Property Materials. Buyer hereby

acknowledges and agrees that (a) Seller has not independently verified the accuracy of completeness of any of the Property Materials, (b) Seller makes no representation or warranty, express or implied, as to the accuracy, completeness or content of the Property Materials, and (c) neither Seller shall have any liability to Buyer as a result of any inaccuracy or incompleteness of any of the Property Materials. In the event that the Closing does not occur in accordance with the terms of this Agreement, Buyer shall return to Seller all of the documents, material or information regarding the Property supplied to Buyer by Seller.

3.1. During the Inspection Period (as defined below), Buyer, its agents and representatives, shall be entitled to enter upon the Real Property from time to time, upon receipt by Seller of notice (which may be verbal) at least one (1) business day in advance of the intended entry, to perform inspections and tests of the Real Property expressly permitted under this Agreement, including surveys, non-invasive environmental studies, non-invasive examinations and tests of structural and mechanical systems within the Improvements, all subject to all of the rights, obligations and limitations set forth in this Section 4.1.

Notwithstanding the foregoing, Buyer, its agents, contractors, consultants, employees, designees, representatives, engineers, subcontractors, accountants or attorneys (collectively, "Buyer's Agents") shall not be permitted to interfere unreasonably with Seller's use of the Property. Buyer acknowledges and agrees that Buyer's right to conduct physically invasive testing, including without limitation, soil sampling/testing, the penetration of walls or ceilings or the penetration of foundation slab, shall be subject to Seller's prior consent thereto, which consent may not be unreasonably withheld. Seller acknowledges that certain geotechnical engineering and soil sampling will be required to determine whether additional improvements may be constructed on the Land. In addition, certain of the existing Improvements may need to be invasively tested and/or penetrated to address any environmental and/or structural integrity concerns. Buyer shall provide to Seller in writing at least three (3) business days prior to the desired access date the reasons for, scope and parameters of, and names and contact information of parties to perform the required invasive testing; such information shall be provided to Kelvin Keisler (kelvin.keisler@columbiasc.gov), and Gregory Taylor (Gregory.Taylor@columbiasc.gov) via email. Within three (3) business days of receipt, Seller shall provide notice to Buyer of its consent or any objection to such invasive testing (the "Inspection Notice Period"); if Seller does not respond within the Inspection Notice Period, Seller shall be deemed to have consented to such testing. Seller shall provide an explanation of any objection. Buyer and Seller agree to work cooperatively to allow reasonable testing at reasonable locations. Buyer shall promptly repair any damage to the Property caused by any such inspections, samples, tests or investigations performed under this Section.

Buyer hereby agrees to indemnify and hold harmless each Seller, their respective members, trustees, beneficiaries and the shareholders, officers, directors, employees, agents, partners, members, successors and assigns of each of the foregoing (collectively, the "Indemnified Parties") from and against any mechanics' lien or claim therefor, any claim, cause of action, lawsuit, damage, liability, loss, cost or expense (including, without limitation, attorneys' fees) arising out of any (i) entry on to the Real Property by Buyer or any of Buyer's Agents or (ii) out of any inspections, samples, investigations or tests conducted by Buyer or any of Buyer's Agents; provided, however, the

indemnity in clause (ii) of this sentence shall not apply to any liability, clean-up expense, diminution in value, lost profits, consequential damages or special damages arising out of any condition discovered as a result of such inspections, samples, investigations or tests so long as such condition was not actually caused or exacerbated by Buyer or Buyer's Agents. Prior to any entry upon the Real Property by Buyer or any of Buyer's Agents, Buyer shall deliver to Seller an original certificate acknowledging an endorsement to the commercial general liability insurance policy of Buyer and/or any of Buyer's Agents, as applicable, which evidences that Buyer and/or any of Buyer's Agents, as applicable, are carrying a commercial general liability insurance policy covering (i) the activities of Buyer and/or any Buyer's Agents, as applicable, on or upon the Real Property, and (ii) Buyer's indemnity obligation above. Such endorsement to such insurance policy shall evidence that such insurance policy shall have a per occurrence limit of at least \$1,000,000 and an aggregate limit of at least \$2,000,000, shall name Seller as an additional insured, shall be primary and non-contributing with any other insurance available to Seller, shall contain a full waiver of subrogation clause, and insure Buyer's indemnity obligations hereunder.

The provisions of this Section 4.1 shall survive Closing or the termination of this Agreement.

3.2. Inspection Period.

(a) The term "Initial Inspection Period," as used herein, shall mean the period ending at 5:00 p.m. Eastern Time Zone (U.S.A.) on the date which is sixty (60) days following the Effective Date. Buyer may terminate this Agreement in its sole discretion for any reason, or for no reason at all, by giving written notice of such election to Seller on any day prior to and including the final day of the Inspection Period, in which event the Initial Deposit shall be returned to Buyer and, except as expressly set forth herein, neither party shall have any further liability or obligation to the other hereunder. In the absence of such written notice, the contingency provided for in this Section 4.2 (a) no longer shall be applicable, and this Agreement shall continue in full force and effect. The Additional Deposit shall be deposited with the Escrow Agent within one (1) business day after the expiration of the Inspection Period.

(b) If any date on which the expiration of the Inspection Period would occur by operation of this Agreement is either a weekend day or a federal or state holiday, the expiration of the Inspection Period shall occur at 5:00 p.m. Eastern Time Zone (U.S.A.) on the next business day.

(c) Upon any termination of this Agreement as provided in this section 4.2, Buyer shall deliver a list of all third party vendors utilized by Buyer in its investigation and assessment of the Property; at Seller's option, Seller may purchase from Buyer all third party surveys, title commitments, engineering reports, environmental audits and other third party studies and reports generated by or for Buyer in connection with the Property for 75% of the price Buyer paid for such items.

(d) Buyer agrees to diligently pursue completion of all assessments, studies, testing, inspections and Project plans during the Inspection Period.

(e) If, prior to the end of the Inspection Period, Buyer determines that it needs additional time to complete its investigations and assessments of the Property, Buyer shall give written notice to Seller requesting a specified extension of the Inspection Period; Seller shall consider such request in its reasonable discretion.

3.3. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND IN THE SELLER CLOSING DOCUMENTS (AS DEFINED BELOW), IT IS UNDERSTOOD AND AGREED THAT SELLER IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

BUYER ACKNOWLEDGES AND AGREES THAT UPON CLOSING SELLER SHALL SELL AND CONVEY TO BUYER AND BUYER SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS", EXCEPT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT OR IN THE SELLER CLOSING DOCUMENTS. BUYER HAS NOT RELIED AND WILL NOT RELY ON, AND SELLER IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR RELATING THERETO (INCLUDING SPECIFICALLY, WITHOUT LIMITATION, ANY PROSPECTUS DISTRIBUTED WITH RESPECT TO THE PROPERTY) MADE OR FURNISHED BY SELLER, THE MANAGERS OF THE PROPERTY, OR ANY REAL ESTATE BROKER OR AGENT REPRESENTING OR PURPORTING TO REPRESENT SELLER, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING, UNLESS SPECIFICALLY SET FORTH IN THIS AGREEMENT OR IN THE SELLER CLOSING DOCUMENTS. BUYER ALSO ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS AND TAKES INTO ACCOUNT THAT THE PROPERTY IS BEING SOLD "AS-IS."

BUYER REPRESENTS TO SELLER THAT BUYER HAS CONDUCTED, OR WILL CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS BUYER DEEMS NECESSARY OR DESIRABLE TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS OR TOXIC SUBSTANCES ON OR DISCHARGED FROM THE PROPERTY, AND WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO. UPON CLOSING, BUYER SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO, CONSTRUCTION DEFECTS AND ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY BUYER'S INVESTIGATIONS,

AND, SUBJECT TO BUYER'S RIGHTS UNDER SECTION 10.2, BUYER, UPON CLOSING, SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED AND RELEASED SELLER AND THE INDEMNIFIED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH BUYER MIGHT HAVE ASSERTED OR ALLEGED AGAINST SELLER AND THE INDEMNIFIED PARTIES AT ANY TIME BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT CONSTRUCTION DEFECTS OR PHYSICAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE LAWS AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS REGARDING THE PROPERTY EXCEPT AS MAY ARISE FROM A BREACH OF ANY REPRESENTATION, WARRANTY, COVENANT OR AGREEMENT OF SELLER SET FORTH IN THIS AGREEMENT OR IN THE SELLER CLOSING DOCUMENTS.

THE PROVISIONS OF THIS SECTION SHALL SURVIVE CLOSING OR ANY TERMINATION OF THIS AGREEMENT.

3.4. Title and Survey Matters. No later than twenty (20) days prior to the end of the Initial Inspection Period, Buyer shall, at Buyer's sole cost and expense, obtain a title report or commitment issued by a title insurance company licensed to do business in South Carolina (the "Title Commitment") with respect to the Real Property. Buyer may, at Buyer's sole cost and expense, obtain an updated survey or new survey of the Real Property (in either case, the "Survey") no later than twenty (20) days prior to the end of the Initial Inspection Period. Buyer shall provide Seller with copies of the Title Commitment and the Survey received by Buyer promptly following Buyer's receipt of same. Buyer shall have until the date which is fifteen (15) days prior to the end of the Initial Inspection Period to approve or disapprove matters disclosed thereby and to give written notice to Seller ("Objection Notice") of any disapproval thereof, indicating in reasonable detail the nature and reasons for Buyer's objection (any such matter or matters to which Buyer objects, are hereinafter, "Objections"); and failure to give an Objection Notice shall constitute Buyer's approval of all such matters. Within ten (10) days after receiving Buyer's Objection Notice ("Seller's Title Notice Period") Seller shall send notice to Buyer (the "Seller's Response"), advising whether Seller intends to attempt to cure such Objections, but Seller shall have no obligation whatsoever to attempt to cure any such Objections except for mortgages placed on any portion of the Property by Seller and mechanics liens encumbering any portion of the Property resulting from contracts entered into by Seller, (the "Company Liens"). Seller's failure to timely deliver a Seller's Response shall be deemed Seller's notice it that will not to attempt to cure such Objections. If Seller's Response states that Seller will not to attempt to cure such Objections, Buyer may, prior to the expiration of the Initial Inspection Period elect to terminate this Agreement by written notice to Seller in which event the Initial Deposit shall be returned to Buyer; provided, if Buyer does not so terminate this Agreement prior to the expiration of the Initial Inspection Period, Buyer shall be deemed to have waived any Objections other than the Company Liens and agreed to accept title subject thereto, without reduction in the Purchase Price. If Seller's Response states that Seller shall attempt to cure such Objections, Seller shall have until the Closing Date (the "Title Cure Period") within which to cure the Objections. Seller shall be obligated to satisfy any Company Liens and may satisfy same at Closing from its Closing proceeds. Upon notice to Buyer at least three (3) business days prior to

the Closing Date, Seller shall have the right to extend the Closing Date for up to thirty (30) days in order to effectuate any such cure. If Seller's Response states its intention to attempt to effectuate such cure and Seller fails to actually effectuate such cure within the Title Cure Period, Buyer's sole rights with respect thereto shall be to terminate this Agreement prior to Closing and receive a refund of the Initial Deposit hereunder; provided if Buyer does not so terminate this Agreement prior to Closing, Buyer shall be deemed to have waived any Objections to any such Title Commitment or Survey matters other than Company Liens, and Buyer shall be deemed to have agreed to accept title subject thereto, without reduction in the Purchase Price.

The parties agree that if the Title Commitment is updated following the expiration of the Initial Inspection Period such that any new title matter that was not of record as of the date of the Title Commitment is disclosed, which is objectionable to Buyer in its reasonable discretion and (i) which arose through Seller following the Effective Date, and (ii) which would have a material adverse effect on the development of the Project on the Property, then Buyer shall have the right to object to the same within five (5) business days after the same is disclosed to Buyer (in which event the Closing, if it otherwise is scheduled to occur earlier, shall be extended until the expiration of such five (5) business day period). If such new objection(s) is not cured (provided that Seller shall have no obligation to cure any such objections) prior to the Closing Date, then Buyer shall have the right to terminate this Agreement and receive a prompt refund of the Deposit.

4. Conditions Precedent to Buyer's Obligations. All of Buyer's obligations hereunder are expressly conditioned on the satisfaction at or before the time of Closing hereunder, or at or before such earlier time as may be expressly stated below, of each of the following conditions (any one or more of which may be waived in writing in whole or in part by Buyer, at Buyer's option) (the "Buyer Conditions"):

4.1. Accuracy of Representations. All of the representations and warranties of Seller contained in this Agreement shall have been true and correct in all material respects as of the date of this Agreement, and, except for Exception Matters that do not (a) result from Seller's breach of any of its covenants in this Agreement or (b) materially and adversely affect the value to Buyer of the transactions contemplated by this Agreement, shall be true and correct in all material respects on the date of Closing with the same effect as if made on and as of such date.

4.2. Performance. Seller shall have performed, observed and complied with all material covenants, agreements and conditions required by this Agreement to be performed, observed and complied with on its part prior to or as of Closing hereunder.

4.3. Documents and Deliveries. All instruments and documents required on the Seller's part to effectuate this Agreement and the transactions contemplated hereby (including the Seller Closing Documents) shall be delivered to Buyer and shall be in the form and substance consistent with the requirements herein.

4.4. [Intentionally Deleted]

If any of the above Buyer Conditions to Closing are not completed prior to the Closing Date to the full satisfaction of Buyer, in its sole and absolute discretion, Buyer, as its sole right in such event, shall by the Closing Date either (i) waive any unsatisfied Buyer Conditions to

Closing and proceed to Closing or (ii) terminate this Agreement by written notice to Seller on or before the Closing Date. Upon any termination under this paragraph, the Deposit shall be returned to Buyer and Buyer shall deliver a list of all third party vendors utilized by Buyer in its investigation and assessment of the Property; at Seller's option, Seller may purchase from Buyer all third party surveys, title commitments, engineering reports, environmental audits and other third party studies and reports generated by or for Buyer in connection with the Property for 75% of the price Buyer paid for such items. If the Closing occurs, any unsatisfied Buyer Conditions to Closing, unless otherwise agreed, shall be deemed waived by Buyer.

5A. Conditions Precedent to Seller's Obligations. All of Seller's obligations hereunder are expressly conditioned on the satisfaction at or before the time of Closing hereunder, or at or before such earlier time as may be expressly stated below, of each of the following conditions (any one or more of which may be waived in writing in whole or in part by Seller, at Seller's option) (the "Seller Conditions"):

5A.1 Accuracy of Representations. All of the representations and warranties of Buyer contained in this Agreement shall have been true and correct in all material respects as of the date of this Agreement, and shall be true and correct in all material respects on the date of Closing with the same effect as if made on and as of such date.

5A.2 Performance. Buyer shall have performed, observed and complied with all material covenants, agreements and conditions required by this Agreement to be performed, observed and complied with on its part prior to or as of Closing hereunder.

5A.3 Documents and Deliveries. All instruments and documents required on the Buyer's part to effectuate this Agreement and the transactions contemplated hereby (including the Buyer Closing Documents) shall be delivered to Seller and shall be in the form and substance consistent with the requirements herein.

5A. 4 [Intentionally Deleted]

If any of the above Seller Conditions to Closing are not completed prior to the Closing Date to the full satisfaction of Seller, in its sole and absolute discretion, Seller, as its sole right in such event, shall by the Closing Date either (i) waive any unsatisfied Seller Conditions to Closing and proceed to Closing or (ii) terminate this Agreement by written notice to Buyer on or before the Closing Date. Upon any termination under this paragraph, the Deposit shall be returned to Buyer and, upon Seller's request, Buyer shall deliver to Seller copies of all third party surveys, title commitments, engineering reports, environmental audits and other third party studies and reports generated by or for Buyer in connection with the Property (but without any representations or warranties by Buyer with respect to the completeness, accuracy, truthfulness or content of any such studies or reports, and with respect to which, Seller shall rely upon the same at its sole risk), If the Closing occurs, any unsatisfied Seller Conditions to Closing, unless otherwise agreed, shall be deemed waived by Seller.

5B. Agreement Negotiation/Form. Seller and Buyer agree to work cooperatively to agree on a form of each of the agreements set forth in Buyer's Condition to Closing prior to the end of the Inspection Period, each agreement containing such terms and

provisions as are reasonably satisfactory to both parties. In the event all or any of the above said agreements have not been finalized to the reasonable satisfaction of the parties herein by the end of the Inspection Period, either Buyer or Seller may terminate this Agreement, whereupon the Deposit shall be returned to Purchaser and the rights and obligations of the parties herein shall be deemed terminated except those provisions expressly stated to survive termination. Upon any such termination, Buyer shall, upon Seller's request, deliver to Seller copies of all third party surveys, title commitments, engineering reports, environmental audits and other third party studies and reports generated by or for Buyer in connection with the Property (but without any representations or warranties by Buyer with respect to the completeness, accuracy, truthfulness or content of any such studies or reports, and with respect to which, Seller shall rely upon the same at its sole risk). Any such notice of termination shall be provided in writing to the other party.

5. Pre-Closing Matters.

5.1. OCCUPANCY PERIOD: Buyer and Seller acknowledge the intention of Seller to occupy premises for up to eight (8) months, during which time, the Buyer will be allowed access as needed to perform due diligence and inspection period items. If the Seller wishes to extend the occupancy beyond the eight (8) month period, notice of such intent shall be provided in writing no less than 60 days prior to the end of the Occupancy Period to the Buyer along with a date by which the Seller will vacate the premises. The Seller has the option to extend the period up to 6 months.

5.2. Operation of Real Property. From and after the Effective Date of this Agreement, Seller shall operate, maintain and manage the Real Property in the same manner as Seller has in the past. Notwithstanding anything to the contrary in this Agreement, Seller may allow short-term use of the Property to support City operations and/or community events and may lease parking on the Property for daily, monthly and/or event use, provided that all such uses are terminated prior to the Closing Date and provided further that such use does not unreasonably interfere with Buyer's due diligence hereunder.

5.3. No Marketing of Property. During the pendency of this Agreement, Seller shall not enter into any contract or other written agreement for sale of any portion of the Property, or cause or allow any party directly or indirectly controlled by Seller to enter into any contract or other written agreement for sale of any portion of the Property with any other party, nor will it agree to do so.

5.4. No Liens on Property. During the pendency of this Agreement, Seller shall not voluntarily create any liens, easements or other conditions affecting any portion of the Property, without the prior written consent of Buyer, unless such lien, easement or other condition will be cancelled or discharged at Closing, and in such case, such consent shall not be unreasonably withheld, conditioned or delayed.

6. Closing; Deliveries.

6.1. Time of Closing. The Closing shall take place following notice from the Seller of the intent to vacate premises as allowed in Section 5.1. Such closing will be scheduled

on the date which is thirty (30) days following the expiration of the Occupancy Period, to include any extension periods, if the Seller exercises such rights as provided for in Section 5.1 or such earlier date as the parties may agree to (such date, the “Closing Date”) at the offices of the Escrow Agent or by mail, under the supervision of Buyer’s and Seller’s South Carolina counsel, unless otherwise agreed to in writing by both Seller and Buyer (the parties hereby agreeing that all deliveries may be mailed into escrow with Escrow Agent and neither party shall be required to appear at the offices of Escrow Agent). If any date on which the Closing would occur by operation of this Agreement is either a weekend day or a federal or state holiday, the Closing shall occur on the next business day. Buyer shall have the option to purchase a portion of the Land (“Land Parcel”) prior to expiration of the Occupancy Period. The Land Parcel shall not impact Seller’s access to or occupancy of the building. Buyer shall have the right appropriate any portion of the Purchase Price to the Land Parcel but that amount shall be no less than \$200,000.

6.2. Seller Deliveries. At Closing, Seller shall deliver to Escrow Agent the following, each of which shall be in a form reasonably satisfactory to the parties hereto (“Seller Closing Documents”):

6.2.1. A limited warranty deed (the “Deed”) to the Real Property from Seller, duly executed and acknowledged by Seller, subject only to such title matters as are approved (or deemed approved) pursuant to Section 4.5.

6.2.2. A bill of sale for the Personalty from Seller, duly executed by Seller.

6.2.3. An owner's affidavit sufficient for Buyer's title insurer to issue, without extra charge, an owner's policy of title insurance free of any exceptions for unfilled mechanics' or materialmen's liens for work performed by Seller prior to Closing, or for rights of parties in possession; provided that such affidavit shall not contain any indemnifications from the Seller.

6.2.4. A Non-Foreign Affidavit as required by FIRPTA with respect to the sale of the Property, duly executed by Seller.

6.2.5. A certification by Seller that all representations and warranties made by Seller in Article 3 of this Agreement are true and correct in all material respects on the date of Closing, except as may be set forth in such certificate.

6.2.6. Keys or combinations to all locks at the Real Property, to the extent in Seller's possession. Buyer hereby acknowledges and agrees that Seller shall be permitted to make the items described in this Section 7.2.7 available to Buyer at the Real Property in lieu of delivering them to Escrow Agent.

6.2.7. The Declaration.

6.2.8. All other instruments and documents reasonably required to effectuate this Agreement and the transactions contemplated thereby.

6.3. Buyer Deliveries. At Closing, Buyer shall deliver to Escrow Agent the following:

6.3.1. In accordance with Seller's instructions, wire transfer in the amounts required under Section 1.4 hereof (subject to the adjustments provided for in this Agreement).

6.3.2. A certification by Buyer that all representations and warranties made by Buyer in Article 16 of this Agreement are true and correct in all material respects on the date of Closing.

6.3.3. .

6.3.4. [Intentionally Deleted]

6.3.5. All other instruments and documents reasonably required to effectuate this Agreement and the transactions contemplated thereby.

7. Apportionments; Taxes; Expenses.

7.1. Apportionments. Seller shall deliver to Buyer a draft settlement statement reflecting the proration of amounts relating to the Property on or before five (5) business days prior to Closing.

7.1.1. Taxes and Operating Expenses. All real estate taxes, charges and assessments affecting the Property ("Taxes"), and all charges for water, electricity, sewer rental, gas, telephone and all other utilities ("Operating Expenses"), shall be prorated on a per diem basis as of the date of Closing. Buyer shall be entitled to all income and responsible for all expenses for the period beginning at 12:01 a.m. (Eastern Time Zone (U.S.A.)) on the date of Closing, except as set forth herein. If any Taxes have not been finally assessed as of the date of Closing for the current fiscal year of the taxing authority, then the same shall be adjusted at Closing based upon the most recently issued bills therefor, and shall be re-adjusted when and if final bills are issued. If any Operating Expenses cannot conclusively be determined as of the date of Closing, then the same shall be adjusted at Closing based upon the most recently issued bills thus far, and shall be re-adjusted when and if final bills are issued. Buyer hereby agrees to assume all non-delinquent assessments affecting the Property, whether special or general.

7.1.2. Items Customarily Prorated. Any items not specified in this Section 8.1 which are customarily prorated, apportioned or adjusted in commercial transactions in the State of South Carolina shall be prorated, apportioned or adjusted, as applicable, of the date of Closing.

7.1.3. Correction of Prorations. In the event any prorations, apportionments, adjustments, or computation shall prove to be incorrect for any reason (including errors or omissions), then either party shall be entitled to an adjustment to correct the same within thirty (30) days after written notice to the other party, provided that all such adjustments shall be made, if at all, on or before a date which is one hundred fifty (150) days after the calendar year in which the Closing occurs.

7.1.4. Survival. The provisions of this Section 8.1 shall survive the Closing to the extent any monies may be payable pursuant to this Section 8.1 to either party subsequent to the transfer of title to the Property to Buyer.

7.2. Closing Costs. Seller shall pay transfer taxes and documentary stamps and/or similar taxes or charges and costs (other than recording or filing fees) due upon the transfer of the Real Property in Columbia, South Carolina in connection with the transaction contemplated hereby, and payment of all Company Liens, if applicable. Buyer agrees to pay recording costs imposed upon recordation of the Deed for the Real Property. Buyer shall also pay all title insurance premiums and costs (including the costs of endorsements), the cost of the Survey, the costs of its due diligence studies and reports, and the costs and fees of the Escrow Agent. Seller and Buyer shall each pay the costs of its own counsel.

8. Damage or Destruction; Condemnation; Insurance.

If at any time prior to the date of Closing there is damage or destruction to the Real Property excluding the need for roof repair or the installation of a new roof, the cost for repair of which exceeds an amount equal to \$200,000 and the Real Property cannot be restored to its original condition prior to Closing, or if all or any material portion of the Real Property is condemned or taken by eminent domain proceedings by any public authority, then, at the option of Buyer, this Agreement shall terminate, and the Deposit shall be returned to Buyer, and except as expressly set forth herein, neither party shall have any further liability or obligation to the other hereunder.

If there is any damage or destruction or condemnation or taking, regardless of the cost of any repair, and if Buyer elects not to terminate this Agreement as therein provided, then (1) in the case of a taking, all condemnation proceeds paid or payable to Seller shall belong to Buyer and shall be paid over and assigned to Buyer at Closing; and (2) in the case of a casualty, Seller shall assign to Buyer all rights to any insurance proceeds paid or payable under the applicable insurance policies, less any costs of collection and any sums expended in restoration, and Seller's deductible shall be a credit to Buyer against the Property Purchase Price.

9. Remedies.

9.1. Pre-Closing Buyer Default. In the event Buyer breaches or fails, without legal excuse to complete the purchase of the Property or to perform its obligations under this Agreement, then Seller shall, as its sole remedy therefor, be entitled to receive the Deposit, plus all interest earned and accrued thereon, as liquidated damages (and not as a penalty) in lieu of, and as full compensation for, all other rights or claims of Seller against Buyer by reason of such default (other than with respect to the indemnification and restoration obligations of Buyer contained herein). Thereupon this Agreement shall terminate and the parties shall be relieved of all further obligations and liabilities hereunder, except as expressly set forth herein. Buyer and Seller acknowledge that the damages to Seller resulting from Buyer's breach would be difficult, if not impossible, to ascertain with any accuracy, and that the liquidated damage amount set forth in this Section represents both parties' best efforts to approximate such potential damages.

9.2. Pre-Closing Seller Default. In the event Seller breaches or fails, without legal excuse, to complete the sale of the Property or to perform its pre-Closing obligations under this Agreement or if any of Seller's representations contained herein was untrue in any material respect as of the date of this Agreement and the Closing Date, Buyer may, as its sole remedy therefor, subject to Section 3A(b), either (i) enforce specific performance of this Agreement against Seller, or (ii) terminate this Agreement and receive a return of the Deposit Buyer expressly waives its rights to seek damages in the event of Seller's default hereunder. Buyer shall be deemed to have elected to terminate this Agreement and receive a return of the Deposit if Buyer fails to provide Seller with written notice, within thirty (30) days following the date upon which the Closing was to have occurred, of Buyer's intent to file a suit for specific performance or if Buyer fails to file such suit within sixty (60) days after such written notice.

10. Confidentiality. Buyer agrees to keep confidential and not to use, other than in connection with its determination whether to proceed with the purchase of the Property in accordance with Section 4. hereof, any of the documents, material or information regarding the Property supplied to Buyer by Seller or by any third party at Seller's request, including, without limitation any environmental site assessment reports furnished to Buyer except to Buyer's consultants, accountants, attorneys, agents, advisors, investors, lenders and other similar parties on a "need to know" basis. In addition, prior to and after the Closing, Buyer shall not issue any press release or other information to the public regarding the transaction contemplated herein, except as may be expressly approved in advance by Seller; provided that Buyer may issue press releases following the Closing as long as the same do not name or identify Seller or any Affiliate of Seller. Notwithstanding the foregoing, Buyer and Seller shall be permitted to make such disclosures as are required by the law, including the securities laws and laws relating to financial reporting and laws and regulations applicable to Seller as a governmental entity. Buyer agrees to indemnify and hold harmless Seller from and against any and all losses, damages, claims and liabilities of any kind (including, without limitation, reasonable attorneys' fees) arising out of Buyer's breach of this Section 11. The provisions of this Section 11 shall survive the termination of this Agreement.

11. Possession. Possession of the Real Property shall be surrendered to Buyer at Closing.

12. Notices. All notices and other communications provided for herein shall be in writing and shall be sent to the address set forth below (or such other address as a party may hereafter designate for itself by notice to the other parties as required hereby) of the party for whom such notice or communication is intended:

12.1. If to Seller:

City of Columbia, South Carolina
Attn: Kelvin Keisler
1737 Main Street
Columbia, South Carolina 29201
Email: Kelvin.Keisler@columbiasc.gov

With a copy to:

Dana Thye, Assistant City Attorney
 1401 Main Street 10th Floor
 Columbia, South Carolina 29201
 Fax No. (803)733-4242
 E-mail: dana.thye@columbiasc.gov

If to Buyer:

Brick & Mortar, LLC
 W.H. Pope

With a copy to:

If to the Escrow Agent to:

Any such notice or communication shall be sufficient if sent by registered or certified mail, return receipt requested, postage prepaid; by hand delivery; by overnight courier service; or by facsimile or email transmission (provided that such facsimile or email transmission is confirmed by the sender by delivery service or by mail in the manner previously described within 24 hours after such transmission is sent). Any such notice or communication shall be effective when delivered or when delivery is refused.

13. Brokers. Buyer and Seller each represents to the other that it has not dealt with any broker or agent in connection with this transaction, except that Buyer has retained CBG Realty, LLC, to serve as its broker in connection with this transaction. Each party shall pay the fees and costs of its broker, if any.

14. Escrow Agent. Escrow Agent shall hold the Deposit in accordance with the terms and provisions of this Agreement, subject to the following:

14.1. Obligations. Escrow Agent undertakes to perform only such duties as are expressly set forth in this Agreement and no implied duties or obligations shall be read into this Agreement against Escrow Agent.

14.2. Reliance. Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes, and any statement or assertion contained in such writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instrument in connection with the provisions of this Agreement has been duly authorized to do so. Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of any instrument deposited in escrow, nor as to the identity, authority, or right of any person executing the same, and Escrow Agent's duties under this Agreement shall be limited to those provided in this Agreement.

14.3. Escrow Agent Liability. The Escrow Agent shall not incur any liability in connection with the performance of its duties under this Agreement unless the Escrow Agent acts

in a negligent manner or is guilty of willful misconduct with regard to its duties under this Agreement.

14.4. Disputes. If the parties (including Escrow Agent) shall be in disagreement about the interpretation of this Agreement, or about their respective rights and obligations, or the propriety of any action contemplated by Escrow Agent, or the application of the Deposit, Escrow Agent shall hold the Deposit until the receipt of written instructions from both Buyer and Seller or a final order of a court of competent jurisdiction. In addition, in any such event, Escrow Agent may, but shall not be required to, file an action in interpleader to resolve the disagreement. Escrow Agent shall be indemnified for all costs and reasonable attorneys' fees in its capacity as Escrow Agent in connection with any such interpleader action and shall be fully protected in suspending all or part of its activities under this Agreement until a final judgment in the interpleader action is received.

14.5. Counsel. Escrow Agent may consult with counsel of its own choice and have full and complete authorization and protection in accordance with the opinion of such counsel. Escrow Agent shall otherwise not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind, unless caused by its negligence or willful misconduct.

14.6. Interest. All deposits into the escrow shall be held by the Escrow Agent in a non-interest bearing account.

14.7. Conflict. Seller and Buyer acknowledge that Escrow Agent is also representing Buyer in the transaction contemplated by this Agreement and no conflict exists, or to the extent a conflict does exist, the parties waive any such conflict.

15. Representations of Buyer. Buyer represents and warrants to Seller that:

15.1. Authority. Buyer is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of South Carolina, duly qualified to transact business in the State of South Carolina and has all requisite power and authority to enter into this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement by Buyer has been duly authorized.

15.2. No Conflict. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereunder on the part of Buyer does not and will not violate any applicable law, ordinance, statute, rule, regulation, order, decree or judgment, conflict with or result in the breach of any material terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge, or encumbrance upon any of the property or assets of Buyer by reason of the terms of any contract, mortgage, lien, lease, agreement, indenture, instrument or judgment to which Buyer is a party or which is or purports to be binding upon Buyer or which otherwise affects Buyer, which will not be discharged, assumed or released at Closing. No action by any federal, state or municipal or other governmental department, commission, board, bureau or instrumentality is necessary to make this Agreement a valid instrument binding upon Buyer in accordance with its terms.

15.3. Source of Funds. Buyer shall have the right to obtain financing in connection with its purchase of the Property, however Buyer acknowledges and agrees that its obligations hereunder are not contingent upon Buyer obtaining financing for the purchase of the Property.

15.4. Bankruptcy Matters. Buyer has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Buyer's creditors, (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of Buyer's assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Buyer's assets, (v) admitted in writing its inability to pay its debts as they come due, or (vi) made an offer of settlement, extension or composition to its creditors generally, and Buyer has not planned or contemplated, and is not planning or contemplating, any of the foregoing.

15.5. OFAC. Buyer is in compliance with the requirements of the Orders. Neither Buyer nor any of its affiliates (i) is listed on any of the Lists, (ii) is a Person (as defined in the Order) who has been determined by competent authority to be subject to the prohibitions contained in the Orders, or (iii) is owned or controlled by (including without limitation by virtue of such person being a director or owning voting shares or interests), or acts for or on behalf of, any person on the Lists or any other person who has been determined by competent authority to be subject to the prohibitions contained in the Orders. Buyer is not acting, directly or indirectly for, or on behalf of, any person, group, entity or nation named by any Executive Order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, or nation pursuant to any Law that is enforced or administered by the Office of Foreign Assets Control, and is not engaging in the transactions contemplated herein, directly or indirectly, on behalf of, or instigating or facilitating the transactions contemplated herein, directly or indirectly, on behalf of, any such person, group, entity or nation.

16. Miscellaneous.

16.1. Assignability. Buyer may not assign this Agreement without first obtaining Seller's written consent, provided however, Buyer may assign this Agreement to an entity controlled by Buyer without the consent of Seller. In such event, the assignee shall assume all the obligations of Buyer hereunder and Buyer shall also remain fully liable under this Agreement. Any assignment in contravention of this provision shall be void. Any assignee shall be deemed to have made any and all representations and warranties made by Buyer hereunder and shall be bound by any covenant of Buyer hereunder, as if the assignee were the original signatory hereto.

16.2. Governing Law; Bind and Inure. This Agreement shall be governed by the law of the State of South Carolina and shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, assigns and personal representatives.

16.3. Recording. Neither this Agreement nor any notice or memorandum hereof shall be recorded in any public land record. A violation of this prohibition shall constitute a material breach entitling the non-breaching party to terminate this Agreement.

16.4. Time of the Essence. Time is of the essence as to the obligations of Buyer under each and every provision of this Agreement.

16.5. Headings. The headings preceding the text of the paragraphs and subparagraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

16.6. Counterparts. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

16.7. Exhibits. All Exhibits which are referred to herein and which are attached hereto or bound separately and initialed by the parties are expressly made and constitute a part of this Agreement.

16.8. Use of Proceeds to Clear Title. To enable Seller to make conveyance as herein provided, Seller may, at the time of Closing, use the Purchase Price or any portion thereof to clear the title of any or all encumbrances or interests, provided that provision reasonably satisfactory to Buyer's attorney is made for prompt recording of all instruments so procured in accordance with conveyancing practice in the jurisdiction in which the Property is located.

16.9. Submission not an Offer or Option. The submission of this Agreement or a summary of some or all of its provisions for examination or negotiation by Buyer or Seller does not constitute an offer by Seller or Buyer to enter into an agreement to sell or purchase the Property, and neither party shall be bound to the other with respect to any such purchase and sale until a definitive agreement satisfactory to Buyer and Seller in their sole discretion is executed and delivered by both Seller and Buyer.

16.10. Entire Agreement; Amendments. This Agreement and the Exhibits hereto set forth all of the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as contained herein. This Agreement may not be changed orally but only by an agreement in writing, duly executed by or on behalf of the party or parties against whom enforcement of any waiver, change, modification, consent or discharge is sought.

16.11. Business Days. The phrase "business days" as used herein shall mean the days of Monday through Friday, excepting only federal holidays.

16.12 Attorneys Fees. In the event of any litigation arising out this Agreement, the reasonable attorney's fees and costs incurred by the prevailing party shall be paid by the non-prevailing party.

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

SELLER:

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____
Name: _____
Title: _____
Date: _____

BUYER:

BRICK & MORTAR, LLC

a South Carolina limited liability company

By: _____
Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM


Legal Department City of Columbia, SC

ESCROW AGENT:

XXXX

By: _____
Name: _____
Title: _____

LIST OF EXHIBITS

- | | | |
|------------------|---|---------------------------|
| Exhibit A | - | Map of Properties |
| Exhibit B | - | Reserved |
| Exhibit C | - | Property Materials |

EXHIBIT A

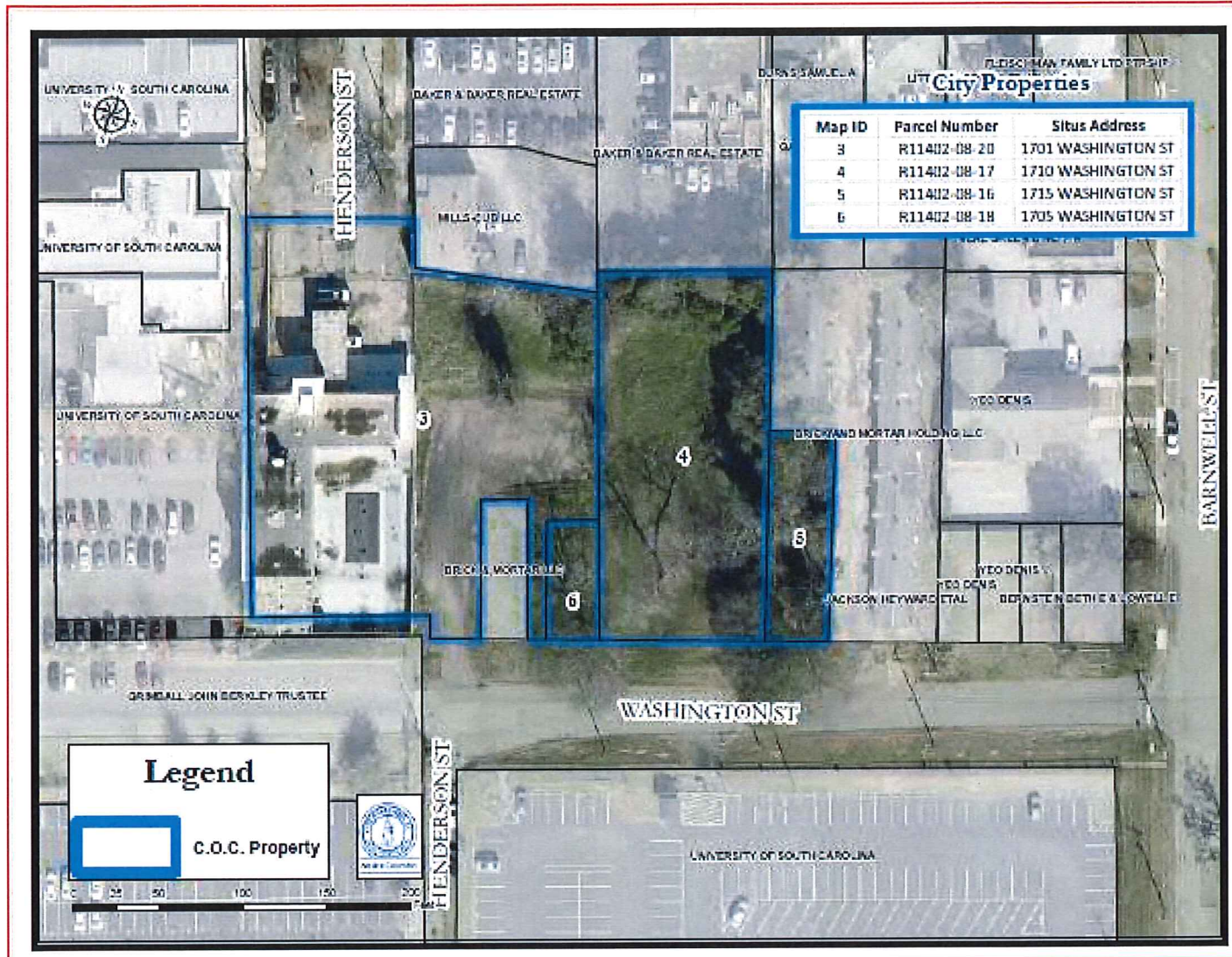
Description of Land

EXHIBIT B**Reserved**

EXHIBIT C

EXHIBIT D**Property Materials****[to the extent in Seller's possession]**

- a) Existing title policy and survey.
- b) A detailed list of all equipment on the site.
- c) Most recent Life Safety Inspection reports (alarm, sprinkler, backflow, infrared, roof).
- d) Any maintenance/replacement records on the HVAC systems.
- e) Plans, specifications and any architectural drawings, if any.
- f) Any warranties as to personalty, roof or other improvements.
- g) Any and all utility bills or other utility information provided to Seller over the last three (3) months.



CITY COUNCIL

January 18, 2022 at 4:00pm

City Hall, 3rd floor Council Chambers, 1737 Main Street, Columbia, SC 29202

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY

2708 Shop Road aka 2708 Shop Road Extension; TMS# 16200-04-01

Council District:	3
Proposal:	Request to annex the property and assign a land use classification of Industrial (IND) and assign zoning of Light Industrial (LI) at the time of annexation. The property is currently classified as Economic Development Center/Corridor and zoned M-1 by Richland County.
Applicant:	BDW Partners, LLC
Staff Recommendation:	Approval
PC Recommendation:	12/06/2021; Approval (6-0)
ZPH, 1 st Reading:	01/18/2022; Pending
2 nd Reading:	02/01/2022; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 2.10 acres
Current Use: Industrial
Proposed Use: Industrial
Reason for Annexation: Municipal Services
Urban Service Area: Secondary
Current County Land Use Classification: Economic Development Center/Corridor
Proposed City Land Use Classification: Industrial (IND)
Current County Zoning: Light Industrial (M-1)
Proposed City Zoning: Light Industrial (LI)
Census Tract: 117.02

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

Police

The Columbia Police Department does not object to this proposed annexation. As with most annexations, we find that the proposed annexation will result in an increased number of calls for service. The estimated cost to serve this existing warehouse would be **approximately \$2,100 per year**, based on calls to similar commercial properties within the City limits.

Fire

The proposed annexation will not result in significant 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

This type of use is generally not served by the Solid Waste Division.

Engineering

Because water and sewer lines currently exist in this area, Utilities and Engineering **will not incur any costs** associated with this annexation.

Water Customer Care

The customer on the property will pay water and sewer rates approximately **40% lower** than out-of-city customers. New sprinkler service is being added to the building on the property.

Planning & Development Services

We recommend approval of the annexation of this property, which is located within a designated Secondary Area in the Urban Service Area plan. A warehouse is on the site, and the estimated real estate tax revenue generated for the City would be **approximately \$4,400 per year**, based on the current taxable value of this property.

* Estimated City Tax Revenue is based on **2021 millage** for real property and calculated as: $((\text{Taxable Value} \times \text{Tax Rate}) \times \text{City Millage Rate } (.0938))$. The actual additional taxes paid by the property owner will generally be substantially lower as some millage items do not apply to in-City properties, and an increased Local Option Sales Tax credit factor applies to in-City properties (an additional .002280 for the 2021 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject property is in a “Secondary 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.

Secondary Areas are those areas where it may be logical or advantageous to provide City services, but where the ability to provide all services and/or the condition of existing infrastructure may not be at optimal levels for annexation. For instance, it may be that the property is outside of the generally accepted fire response area, or the storm drainage and/or road system is substandard. These areas may include “higher value” properties where annexation could prove beneficial to revenues.

Annexation within *Secondary Areas* should be considered, but an assessment of the impact on the City’s revenue and ability to serve the property/area in question should occur prior to consideration of and action upon annexation petitions.

Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property is Industrial (IND) in the *Columbia Compass: Envision 2036* Future Land Use Map. The property is currently designated as Economic Development Center/Corridor by Richland County.

Industrial areas are located throughout the City and include a range of building types and uses dedicated to the processing, mining, manufacturing, warehousing, outdoor storage, and distribution of materials or goods. These areas are appropriate for uses that have heavy freight traffic and which may generate noise, odors, or other

impacts. These areas should be adequately large to accommodate these uses, and should provide buffers and sufficient street infrastructure to accommodate the needs of the businesses.

Primary Types

- Office/Services Medium to High-rise
- Flex Small to Extra Large

Secondary Types

- Power Utilities
- Water & Wastewater Treatment

Tertiary Types

- Commercial Small to Extra Large
- Parking Structures & Lots

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is not located within the 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 M-1 by Richland County. Surrounding parcels within the City of Columbia are currently zoned Light Industrial (LI) to the South. Surrounding parcels in unincorporated Richland County are currently zoned M-1 to the East, North, and West.

The proposed City of Columbia zoning district is Light Industrial (LI).

Light Industrial (LI)

The purpose of the Light Industrial (LI) District is to provide lands that allow light industrial development. Development allowed in the LI District includes wholesaling, distribution, storage, processing, research and development, light manufacturing, and related development. The district also accommodates support uses such as office and limited commercial uses that primarily serve the principal industrial uses.

STAFF RECOMMENDATION

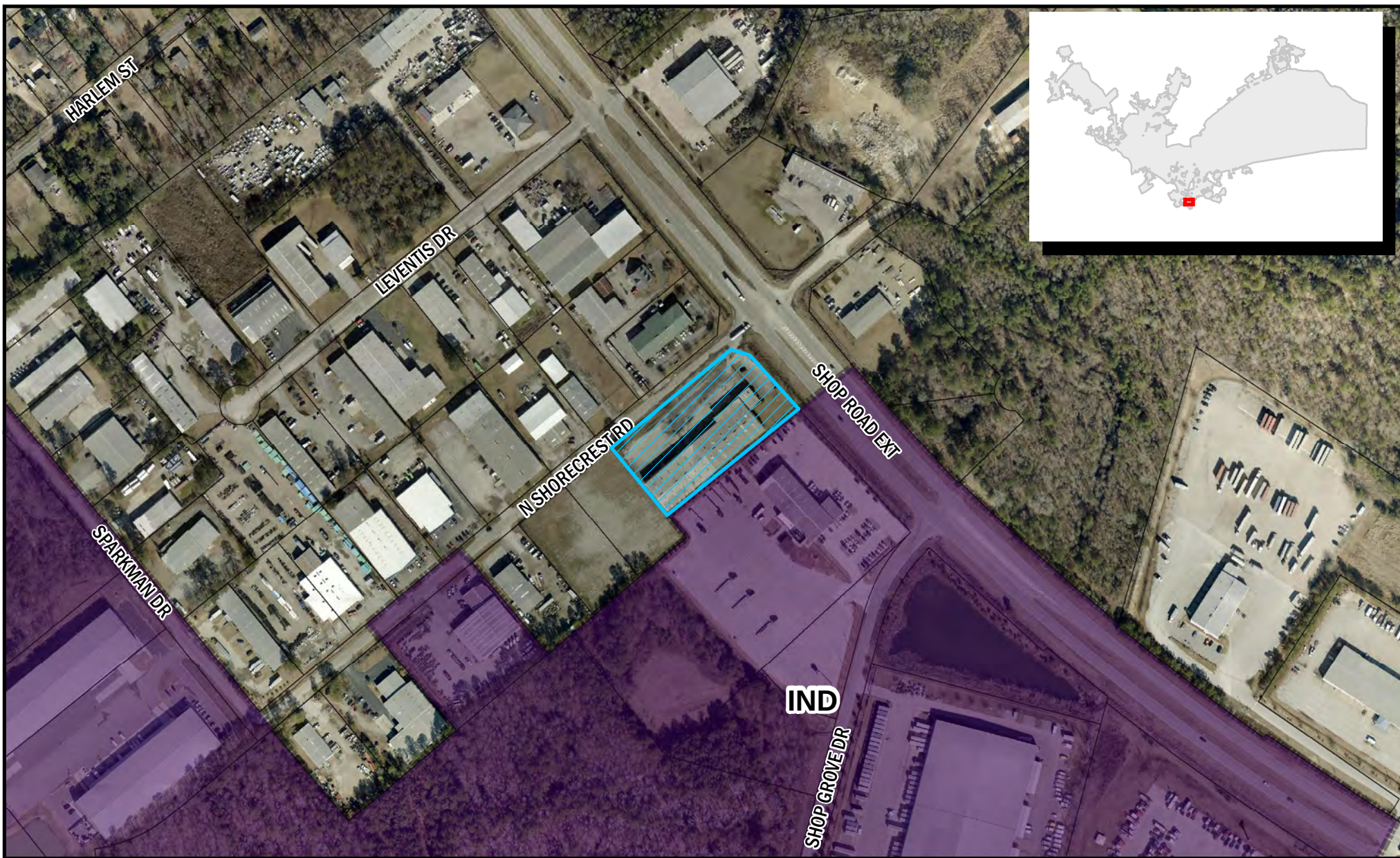
Staff recommends the annexation of the property and the assignment of a future land use classification of Industrial (IND) and zoning of Light Industrial (LI) at the time of annexation.



Future Land Use Map

2708 Shop Road aka 2708 Shop Rd. Ext., TMS# 16200-04-01;
Current Rich. Co. FLU: Economic Development Center/Corridor, Proposed FLU: IND

21.a



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 10/12/2021



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CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPILATION,
OR WAS PRODUCED BY OTHERS. IT IS FOR
INFORMATION ONLY AND THE CITY OF COLUMBIA
MAKES NO REPRESENTATIONS AS TO ITS ACCURACY
OR USE WITHOUT FIELD VERIFICATION.
IS A

Packet Pg. 322

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

2708 Shop Road aka 2708 Shop Rd. Ext.; TMS# 162
Current Rich. Co. Zoning: M-1, Proposed Zoning: LI

21.a



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 10/13/2021



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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

Packet Pg. 323

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

ORDINANCE NO.: 2022-003

Annexing 2708 Shop Road a/k/a 2708 Shop Road Extension, Richland County TMS# 16200-04-01 into the City of Columbia, South Carolina and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

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 Code Ann. § 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; and,

WHEREAS, City Council adopted *Columbia Compass: Envision 2036* as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (§6-29 of the SC Code); and,

WHEREAS, the City of Columbia has adopted the Unified Development Ordinance (UDO) by Ordinance No.: 2019-013 and Official Zoning Map of the City of Columbia, S.C. by Ordinance No.: 2021-001, both amended from time to time, in accordance with the authority in Title VI of the SC Code; and

WHEREAS, pursuant to Sec. 17-1.7(c) of the UDO, annexation may be considered concurrent with amendments to the Comprehensive Plan and the Zoning Map; and

WHEREAS, the City of Columbia Planning Commission has reviewed the proposed future land use and zoning classifications of the property, and made a recommendation to City Council in accordance with §6-29 of the SC Code and §17-2.5 of the UDO; and

WHEREAS, the Columbia City Council has held a public hearing in accordance with §17-2.4(f) of the UDO and §6-29-760 of the SC Code; and

WHEREAS, the Columbia City Council has determined that the proposed land use classification is appropriate for the property, and the proposed zoning district meets one or more of the criteria set forth by §17-2.5(c)(4), Zoning Map Amendment Decision Standards, of the UDO; NOW THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this day of _____, 2022, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 2708 Shop Road a/k/a 2708 Shop Road Extension and TMS# 16200-04-01 containing 2.10 acres, further identified in Attachment A, is hereby annexed to and becomes a part of the City of Columbia, and is incorporated into Columbia Compass: Envision 2036 and the Official Zoning Map, effective immediately.
3. This property shall be apportioned to City Council District #3, Census Tract 117.02, and assigned a future land use classification of Industrial (IND) and zoning of Light Industrial (LI).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 16200-04-01

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 _____

Approved by:

Mayor

City Manager

Approved as to form:

ATTEST:



Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2022-003
EXHIBIT "A"
PROPERTY DESCRIPTION

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 delineated as containing 2.10 acres, more or less, on a plat prepared for BDW Partners by William Wingfield, RLS of Enwright Surveying, Inc. dated December 17, 1985, and recorded in the Office of the ROD for Richland County in Deed Book 929 at Page 293; said lot having such metes and bounds as shown on said plat, which is being incorporated herein by reference as a part of this description.

LEGAL DEPARTMENT DRAFT



CITY COUNCIL

January 18, 2022 at 4:00pm

City Hall, 3rd floor Council Chambers, 1737 Main Street, Columbia, SC 29202

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY 3923 Bright Avenue; TMS# 13708-08-14

Council District: 3

Proposal: Request to annex the property and assign a land use classification of Urban Core Residential Small Lot (UCR-1) and assign zoning of Residential Single Family-Small Lot (RSF-3) at the time of annexation. The property is currently classified as Mixed Residential High Density and zoned RS-HD by Richland County.

Applicant: Andrea Godby

Staff Recommendation: Approval

PC Recommendation: 11/01/2021; Approval (8-0)

ZPH, 1st Reading: 01/18/2022; Pending

2nd Reading: 02/01/2022; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.41 acres
Current Use: Residential
Proposed Use: Residential
Reason for Annexation: Municipal Services
Urban Service Area: Donut Hole-Primary
Current County Land Use Classification: Mixed Residential High Density
Proposed City Land Use Classification: Urban Core Residential Small Lot (UCR-1)
Current County Zoning: Residential Single Family High Density (RS-HD)
Proposed City Zoning: Residential Single Family-Small Lot (RSF-3)
Census Tract: 26.03

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

Police

The Columbia Police Department does not object to this proposed annexation. As with most annexations, we find that the annexation will result in an increased number of calls for service. The estimated cost to serve this single family residence would be **approximately \$340 per year**, based on call levels in nearby residential areas of the City.

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

Solid Waste provides service in this neighborhood. The cost associated with solid waste service is approximately **\$216 annually per household**.

Engineering

Because water and sewer lines currently exist in this area, Utilities and Engineering **will not incur any costs** associated with this annexation.

Water Customer Care

The customer on the property will pay water and sewer rates approximately **40% lower** than out-of-city customers.

Planning & Development Services

We recommend approval of the annexation of this property, which is located within an area designated as Donut Hole – Primary in the Urban Service Area plan. The estimated real estate tax revenue generated for the City would be **approximately \$600 per year**, based on the current taxable value of the property.

* Estimated City Tax Revenue is based on **2021 millage** for real property and calculated as: ((Taxable Value × Tax Rate) × City Millage Rate (.0938)). The actual additional taxes paid by the property owner will generally be substantially lower as some millage items do not apply to in-City properties, and an increased Local Option Sales Tax credit factor applies to in-City properties (an additional .002280 for the 2021 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject property is in a “Donut Hole-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.

Donut Holes - Primary are the donut holes where services are readily available and the infrastructure is generally good. These services include fire, police, sanitation, and utilities.

Annexation within an area classified as *Donut Hole - Primary* is the highest priority. Barring unanticipated circumstances, annexation of these areas is recommended, and staff should work with individual property owners or neighborhoods/developments to encourage and expedite annexation.

Donut Holes are unincorporated areas that are completely surrounded by the City of Columbia and/or another municipality, or areas surrounded by the City of Columbia and a major geographical feature, such as a river. These areas pose a number of challenges to the City that can be addressed through annexation. Often, these are areas that were developed before the City or any municipality became adjacent, and may lack easy access to City utilities or other services.

Donut Holes can often cause inefficiencies in the delivery of services due to confusion about jurisdiction, and 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 can impact property owners and residents, both within and outside of the municipal boundaries, through confusion over services as well as added operational costs to local government. This results in a greater financial impact to City residents, who pay both City and County taxes

Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property is Urban Core Residential Small Lot (UCR-1) in the *Columbia Compass: Envision 2036* Future Land Use Map. The property is currently designated as Mixed Residential High Density by Richland County.

Urban Core Residential Small Lot neighborhoods are common just outside the urban center; most were subdivided before 1950 and many continue the grid or street network from the original planned portion of the City. This development type may represent existing neighborhoods and is a development form appropriate for medium to large-scale redevelopments or infill sites. Traditional and contemporary architectural styles have a place in these neighborhoods. When infill development is designed, scale and orientation of existing structures on the block should act as design presets.

Primary Types

- Single-family Detached

Secondary Types

- Single-family Attached
- Two-family
- Three-family

Tertiary Types

- Multi-family Small
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is located within the study area of the [Rosewood Corridor & Neighborhood Plan](#) (2012). As the subject property was not located within the City limits at the time of the planning effort, no specific recommendations for future land use or zoning were made for the property, though the plan did note that the property could be located within the potential neighborhood design overlay area (Ch. 4 Page 32). In general, the Plan discusses the need for walkability and improved/maintained tree canopy within Rosewood.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned RS-HD by Richland County. Surrounding parcels within the City of Columbia are currently zoned Residential Single Family-Small Lot (RSF-3) to the North, West, and South. Surrounding parcels in unincorporated Richland County are currently zoned RS-HD to the North and East.

The proposed City of Columbia zoning district is Residential Single Family-Small Lot (RSF-3)

Residential Single Family-Small Lot (RSF-3)

The purpose of the Residential Single-Family - Small Lot (RSF-3) District is to provide lands that accommodate primarily single-family detached dwellings at moderate densities. The district also accommodates parks and recreation centers, government offices, and minor utility facilities. District regulations discourage development that substantially interferes with the quiet residential nature of the district.

STAFF RECOMMENDATION

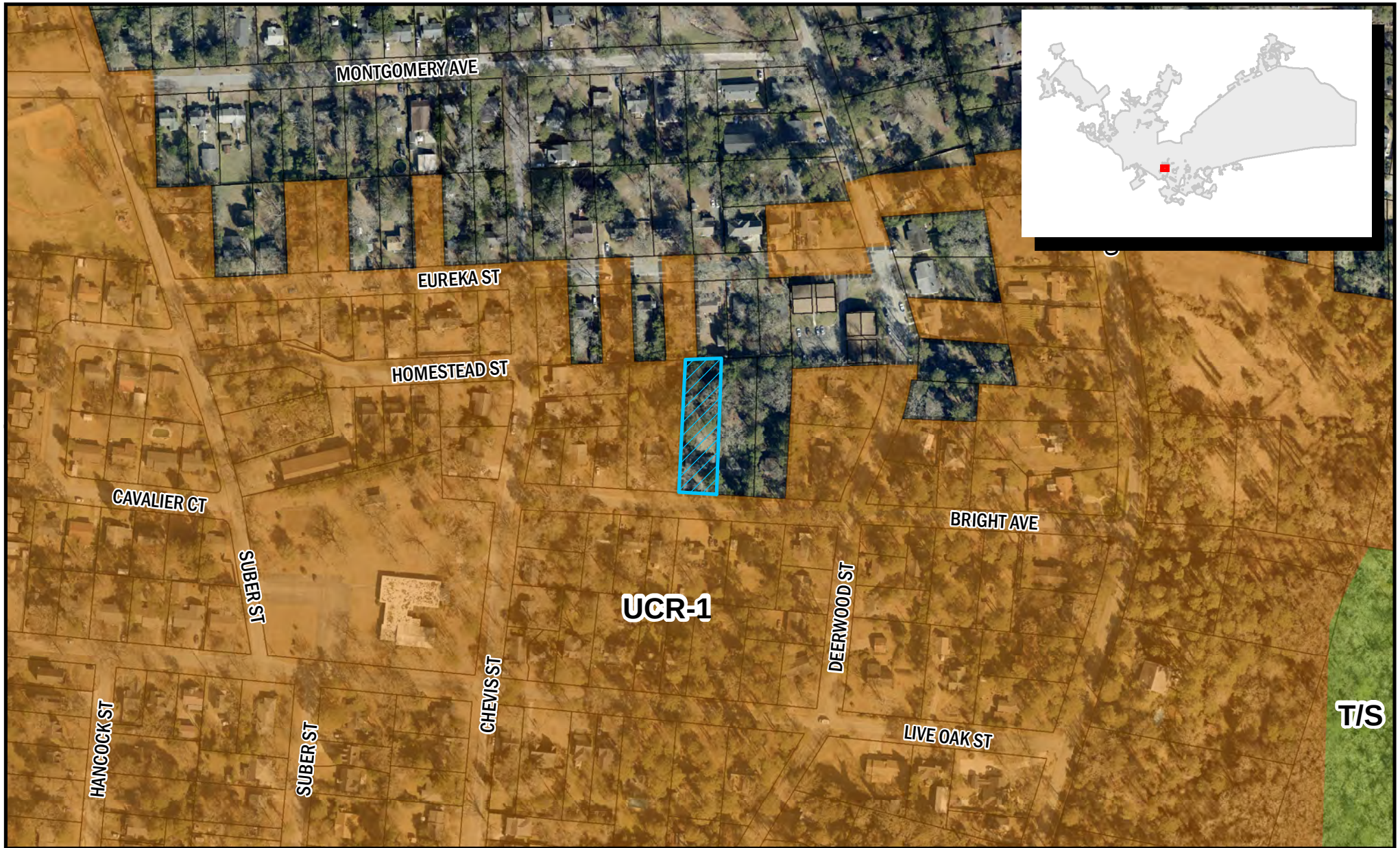
Staff recommends the annexation of the property and the assignment of a future land use classification of Urban Core Residential Small Lot (UCR-1) and zoning of Residential Single Family-Small Lot (RSF-3) at the time of annexation.



Future Land Use Map

3923 Bright Avenue, TMS# 13708-08-14;
Current Rich. Co. FLU: Mixed Residential High Density, Proposed FLU: UCR-1

22.a



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 10/12/2021



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CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPILATION,
OR WAS PRODUCED BY OTHERS. IT IS FOR
INFORMATION ONLY AND THE CITY OF COLUMBIA
MAKES NO REPRESENTATIONS AS TO ITS ACCURACY
OR USE WITHOUT FIELD VERIFICATION.
IS A

Packet Pg. 331

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

3923 Bright Avenue, TMS# 13708-08-14;
Current Rich. Co. Zoning: RS-HD, Proposed Zoning: RSF-3

22.a



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 10/13/2021



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Feet

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

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** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

ORDINANCE NO.: 2022-002

Annexing 3923 Bright Avenue, Richland County TMS# 13708-08-14 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

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 Code Ann. § 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; and,

WHEREAS, City Council adopted *Columbia Compass: Envision 2036* as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (§6-29 of the SC Code); and,

WHEREAS, the City of Columbia has adopted the Unified Development Ordinance (UDO) by Ordinance No.: 2019-013 and Official Zoning Map of the City of Columbia, S.C. by Ordinance No.: 2021-001, both amended from time to time, in accordance with the authority in Title VI of the SC Code; and

WHEREAS, pursuant to Sec. 17-1.7(c) of the UDO, annexation may be considered concurrent with amendments to the Comprehensive Plan and the Zoning Map; and

WHEREAS, the City of Columbia Planning Commission has reviewed the proposed future land use and zoning classifications of the property, and made a recommendation to City Council in accordance with §6-29 of the SC Code and §17-2.5 of the UDO; and

WHEREAS, the Columbia City Council has held a public hearing in accordance with §17-2.4(f) of the UDO and §6-29-760 of the SC Code; and

WHEREAS, the Columbia City Council has determined that the proposed land use classification is appropriate for the property, and the proposed zoning district meets one or more of the criteria set forth by §17-2.5(c)(4), Zoning Map Amendment Decision Standards, of the UDO; NOW THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this day of _____, 2022, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 3923 Bright Avenue and TMS# 13708-08-14 containing 0.41 acres, further identified in Attachment A, is hereby annexed to and becomes a part of the City of Columbia, and is incorporated into Columbia Compass: Envision 2036 and the Official Zoning Map, effective immediately.
3. This property shall be apportioned to City Council District #3, Census Tract 26.03, and assigned a future land use classification of Urban Core Residential Small Lot (UCR-1) and zoning of Planned Residential Single-Family – Small Lot (RSF-3).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 13708-08-14

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 _____

Approved by:

Mayor

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2022-002
EXHIBIT "A"
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 delineated as Lot Number Seven (7) on a plat of Willie Mae Sistrunk, prepared by Columbia Engineering Company, dated October 30, 1953, and recorded in the Office of the Register of Deeds for Richland County in Plat Book 4 at Page 159; and being further shown on a plat prepared for William L. Rose and Laura R. Rose by Claude R. McMillan, Jr., Registered Land Surveyor, dated August 11, 1975; and being further shown on a plat prepared for Christine Anne Case by Belter and Associates, Inc., dated May 20, 1982 and recorded in the Office of the Register of Deeds for Richland County in Plat Book Z at Page 2428. Reference being made to said latter plat for a more complete and accurate description; all measurements being a little more or less. This description is made in lieu of the metes and bounds as permitted by law under § 30-5-250 of the South Carolina Code of Laws, 1976, as amended.

LEGAL DEPARTMENT DRAFT



CITY COUNCIL

January 18, 2022 at 4:00pm

City Hall, 3rd floor Council Chambers, 1737 Main Street, Columbia, SC 29202

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY

44.38 acre portion, County Line Trail; TMS# 31700-01-04(p)

Council District:	4
Proposal:	Request to annex the property and assign a land use classification of Urban Edge Residential Small Lot (UER-1) and assign zoning of Planned Development (PD) at the time of annexation. The property is currently classified as Neighborhood (Medium Density) and zoned M-1 by Richland County.
Applicant:	Mulberry Hall Properties, LLC / Sandy Oaks Development, LLC
Staff Recommendation:	Approval
PC Recommendation:	11/01/2021; Approval (8-0)
ZPH, 1 st Reading:	01/18/2022; Pending
2 nd Reading:	02/01/2022; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 44.38 acres
Current Use: Undeveloped
Proposed Use: Residential
Reason for Annexation: Municipal Services
Urban Service Area: Secondary
Current County Land Use Classification: Neighborhood (Medium Density)
Proposed City Land Use Classification: Urban Edge Residential Small Lot (UER-1)
Current County Zoning: Light Industrial (M-1)
Proposed City Zoning: Planned Development (PD)
Census Tract: 114.07

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

Police

The Columbia Police Department does not object to this proposed annexation. As with most annexations, we find that the annexation will result in an increased number of calls for service. The estimated cost to serve the proposed development would be **approximately \$82,000 per year**, based on calls to nearby properties within the City limits.

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

Solid Waste provides service in this area. As a result of recent growth in the Woodcreek Farms area our services will be strained until we can get added personnel, equipment and funding. The cost associated with solid waste service is approximately **\$216 annually per household**.

Engineering

This property is in Palmetto Utilities sewer service area. It will be the property owner's responsibility to extend water to the property.

Water Customer Care

The proposed development will generate new customers, who will pay water rates approximately **40% lower** than out-of-city customers.

Planning & Development Services

We recommend approval of the annexation of this property, which is located within a designated Secondary Area in the Urban Service Area plan. A +/- 236-lot single-family subdivision is proposed for the property (Ellington Phase II), and based on this development the estimated real estate tax revenue generated for the City would be **approximately \$204,000 per year**, based on the average taxable value of similar homes nearby.

* Estimated City Tax Revenue is based on **2021 millage** for real property and calculated as: ((Taxable Value × Tax Rate) × City Millage Rate (.0938)). The actual additional taxes paid by the property owner will generally be substantially lower as some millage items do not apply to in-City properties, and an increased Local Option Sales Tax credit factor applies to in-City properties (an additional .002280 for the 2021 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject property is in a “Secondary 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.

Secondary Areas are those areas where it may be logical or advantageous to provide City services, but where the ability to provide all services and/or the condition of existing infrastructure may not be at optimal levels for annexation. For instance, it may be that the property is outside of the generally accepted fire response area, or the storm drainage and/or road system is substandard. These areas may include “higher value” properties where annexation could prove beneficial to revenues.

Annexation within *Secondary Areas* should be considered, but an assessment of the impact on the City’s revenue and ability to serve the property/area in question should occur prior to consideration of and action upon annexation petitions.

Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property is Urban Edge Residential Small Lot (UER-1) in the *Columbia Compass: Envision 2036* Future Land Use Map. The property is currently designated as Neighborhood (Medium Density) by Richland County.

Urban Edge Residential Small lot neighborhoods account for a significant portion of the City’s existing residential neighborhoods. This development type is appropriate as development on remaining large lots or as redevelopment in the outer areas of Columbia. Most of these developments are relatively modern and occurred

after 1970. Urban Edge Residential Small Lot developments generally do not continue the grid and block pattern found in the urban core neighborhoods, but do tend to have a consistently organized internal street network with loops and interconnections. Culs-de-sac are most prominent in this development type.

Primary Types

- Single-family Detached

Tertiary Types

- Single-family Attached
- Two-family
- Three-family
- Multi-family Small
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is not located within the 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 M-1 by Richland County. Surrounding parcels within the City of Columbia are currently zoned Planned Development (PD) to the North. Surrounding parcels in unincorporated Richland County are currently zoned M-1 to the West and South and RU to the East.

The proposed City of Columbia zoning district is Planned Development (PD).

Planned Development District (PD-#)

The purpose of the Planned Development (PD) District is to encourage integrated and well-planned mixed-use development in locations throughout the City. A range of residential and nonresidential uses are allowed, with the intent of providing a variety of housing options and mutually-supportive nonresidential uses that serve the residents and the surrounding neighborhood. Substantial flexibility is provided, with an expectation that development quality will surpass what is otherwise achievable through the base zoning district. District standards shall support the efficient use of land and resources, protect natural features and the environment, promote greater efficiency in providing public facilities and infrastructure, and mitigate potential adverse impacts on surrounding development.

STAFF RECOMMENDATION

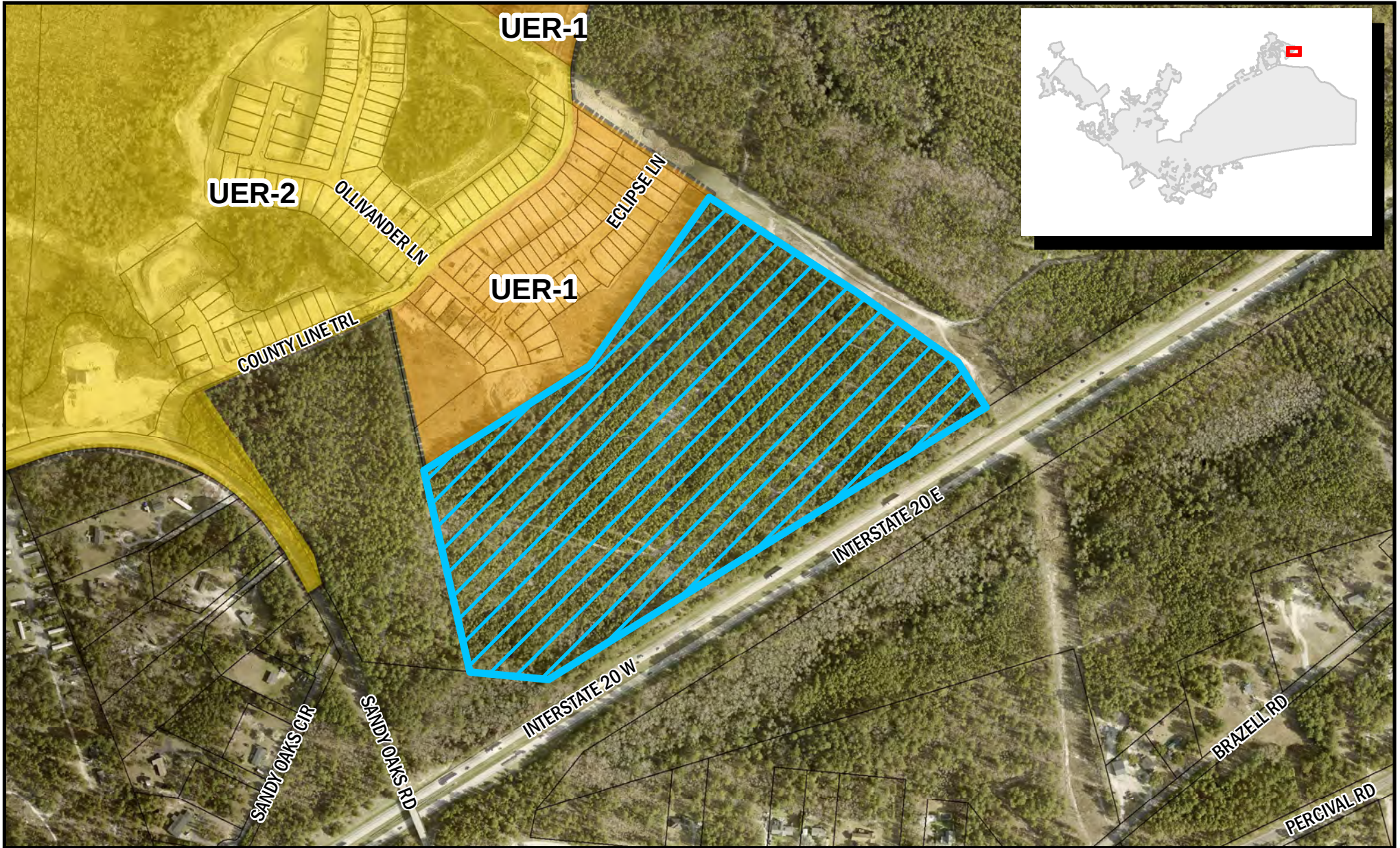
Staff recommends the annexation of the property and the assignment of a future land use classification of Urban Edge Residential Small Lot (UER-1) and zoning of Planned Development (PD) at the time of annexation.



Future Land Use Map

44.38 acre portion, County Line Trail, TMS# 31700-01-04(p);
Current Rich. Co. FLU: Neighborhood (Medium Density), Proposed FLU: UER-1

23.a



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 10/13/2021



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CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPILATION,
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INFORMATION ONLY AND THE CITY OF COLUMBIA
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OR USE WITHOUT FIELD VERIFICATION.
IS A

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** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

44.38 acre portion, County Line Trail, TMS# 31700
Current Rich. Co. Zoning: M-1, Proposed Zoning: PD

23.a



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 10/13/2021



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** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

WOODCREEK FARMS

LAND ALREADY DEVELOPED

PARCEL ID	ZONING ID	DEVELOPABLE LAND	AMOUNT IN LAKES/PONDS	AMOUNT IN WETLANDS	TOTAL LAND
A9	RS-1	73.48 ac			73.48 ac
APARTMENTS	C-3	16.83 ac			16.83 ac
B2	RS-1	37.30 ac	15.05 ac		52.35 ac
B5a	RG-1	7.86 ac			7.86 ac
B5b	RG-1	2.12 ac			2.12 ac
D3	RG-1	16.93 ac			16.93 ac
D4 + 4a	RS-1 / RG-1	39.54 ac	22.50 ac		62.04 ac
D5	RS-1	36.00 ac	18.09 ac		54.09 ac
D8	RS-1	31.00 ac			31.00 ac
D14 + D15	RS-1	107.30 ac		3.81 ac	111.11 ac
D17	RS-1	39.19 ac		3.78 ac	42.97 ac
Wdcrk Village	PUD	14.00 ac			14.00 ac
Shell Station	C-3	1.41 ac			1.41 ac
Wdcrk Nursery	C-3	8.93 ac			8.93 ac
Collector Roads		40.32 ac			40.32 ac
TOTALS		472.21 ac	55.64 ac	7.59 ac	536.16 ac

WOODCREEK FARMS

LAND AVAILABLE FOR DEVELOPMENT

PARCEL ID	ZONING ID	DEVELOPABLE LAND	AMOUNT IN LAKES/PONDS	AMOUNT IN WETLANDS	TOTAL LAND
A1	C-3	9.00 ac			9.00 ac
A2	RS-2	37.99 ac	2.68 ac	5.05 ac	45.72 ac
A3	RS-1	25.60 ac		2.64 ac	28.24 ac
A4	RS-1	96.84 ac	18.81 ac	16.25 ac	131.90 ac
A5	RS-1	25.97 ac		2.65 ac	28.62 ac
A6a	RG-1	22.97 ac	14.31 ac	2.86 ac	40.14 ac
A6b	RG-1	6.73 ac			6.73 ac
A7	RG-1	18.19 ac	14.28 ac		32.47 ac
A8	RG-1	7.31 ac	5.68 ac	1.69 ac	14.68 ac
A10b	C-1	50.1 ac		7.11 ac	57.21 ac
A11	RS-2	54.08 ac			54.08 ac
A12	RG-1	40.61 ac	0.73 ac		41.34 ac
A15	RG-1	24.50 ac			24.50 ac
WDCRK VILL	PUD	13.00 ac		3.00 ac	16.00 ac
B1	RG-1	10.91 ac	3.69 ac	7.78 ac	22.36 ac
B2-PH3	RS-1	9.22 ac		5.19 ac	14.41 ac
B3	RS-1	23.19 ac		2.67 ac	25.86 ac
B4	RG-1	16.76 ac			16.76 ac
B5	RG-1	21.00 ac			21.00 ac
B6	RS-1	36.91 ac		0.92 ac	37.83 ac
B7	RS-1	35.56 ac	2.44 ac		38.00 ac
B8	RS-1	26.89 ac		15.93 ac	42.82 ac
B9	RS-1	50.04 ac		32.77 ac	82.81 ac
B10	RS-1	21.01 ac	2.09 ac	42.19 ac	65.29 ac
C1	RG-2	22.10 ac		1.83 ac	23.93 ac
C2	RS-2	21.00 ac			21.00 ac
C3	RS-2	56.77 ac		26.11 ac	82.88 ac
C4	RS-2	30.45 ac		24.17 ac	54.62 ac
C5	RS-2	30.97 ac	2.90 ac	7.64 ac	41.51 ac
C6	RS-2	29.42 ac	5.55 ac		35.97 ac
D1	RG-1	14.69 ac		1.78 ac	16.47 ac
D2	RG-1	19.16 ac	9.45 ac	11.09 ac	39.70 ac
D6	C-1	37.17 ac			37.17 ac
D7	MF RG-1	17.89 ac	2.04 ac		19.93 ac
D9	C-1	21.89 ac		0.59 ac	22.48 ac
D11	C-1	62.03 ac			62.03 ac
D13	RG-1	7.10 ac			7.10 ac
D13 out parcel	RG-1	0.90 ac			0.90 ac
D14	RS-1	24.20 ac			24.20 ac
D16	RS-1	2.71 ac		4.35 ac	7.06 ac
D18	RS-1	1.69 ac		11.59 ac	13.28 ac
D19	C-1	2.30 ac			2.30 ac
WDCRK COMM.	C-3	67.11 ac			67.11 ac
A-13	RS-2	24.60 ac			24.6 ac
A-13b	RS-1	1.70 ac			1.70 ac
A-14	RS-2	53.00 ac		14.40 ac	67.40 ac
C7	RS-2	18.02 ac			18.02 ac
C8	RG-1	44.38 ac			44.24 ac
TOTALS		1,295.49 ac	85.65 ac	253.23 ac	1,634.37 ac

WOODCREEK FARMS

GOLF COURSE + CLUB HOUSE

214.29 AC

WETLAND PRESERVE

110.25 AC

SITE TOTAL (INCLUDING WETLANDS, PONDS, LAKES):

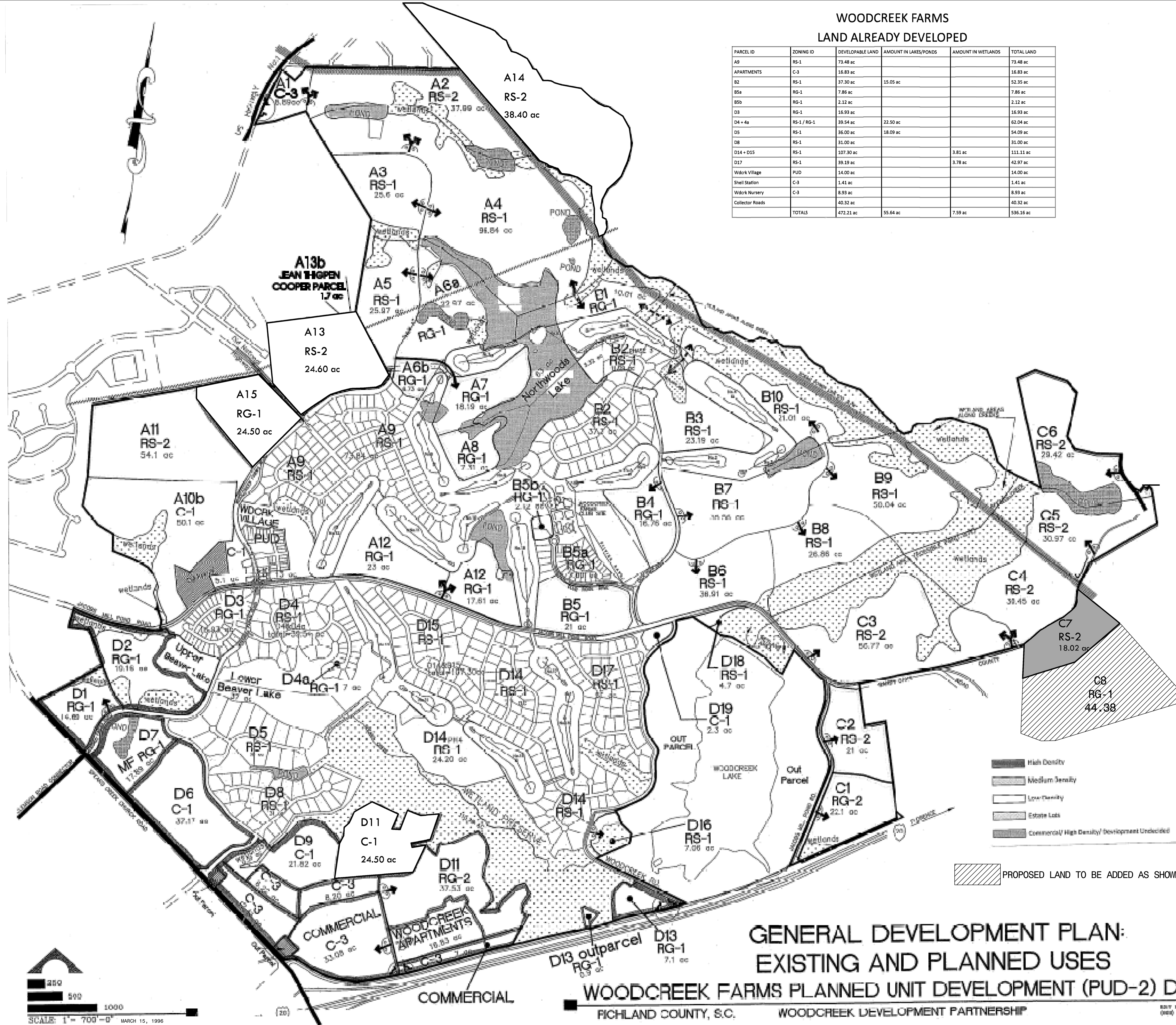
DEVELOPED AREAS= 513.16 ACRES

UNDEVELOPED AREAS= 1634.37 ACRES

GOLF COURSE AREA= 214.29 ACRES

WETLAND PRESERVE= 110.25 ACRES

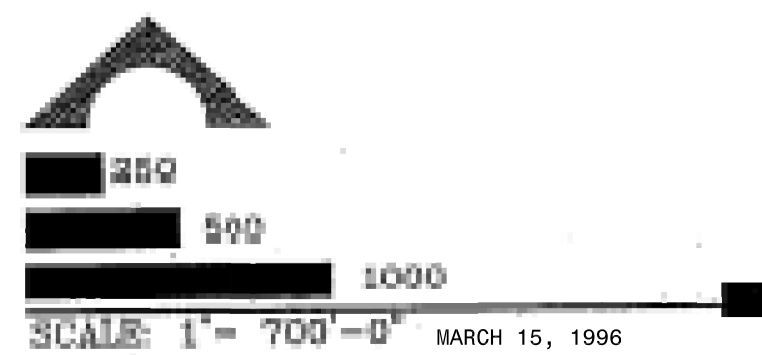
TOTAL= 2,472.21 ACRES

ALL ACREAGES AND AREAS APPROXIMATE ONLY.
BOUNDARIES HAVE NOT BEEN CONFIRMED BY SURVEYGENERAL DEVELOPMENT PLAN:
EXISTING AND PLANNED USES

WOODCREEK FARMS PLANNED UNIT DEVELOPMENT (PUD-2) DRAWING 2,472.21 AC

RICHLAND COUNTY, S.C.

WOODCREEK DEVELOPMENT PARTNERSHIP

8511 North Trevelyan Road, Columbia, SC
(803) 767-1121

MARCH 15, 1996
REVISED 5/12/04
WCO
REVISED 05/20/20 POWER ENGINEERING COMPANY, INC., ADDED C7
REVISED 09/29/21 JACOB RICE ENGINEERING- ADDED C9

ORDINANCE NO.: 2022-001

Annexing 44.38 acres County Line Trail, Richland County TMS# 31700-01-04 (portion) into the City of Columbia, South Carolina Columbia, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

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 Code Ann. § 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; and,

WHEREAS, City Council adopted Columbia Compass: Envision 2036 as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (§6-29 of the SC Code); and,

WHEREAS, the City of Columbia has adopted the Unified Development Ordinance (UDO) by Ordinance No.: 2019-013 and Official Zoning Map of the City of Columbia, S.C. by Ordinance No.: 2021-001, both amended from time to time, in accordance with the authority in Title VI of the SC Code; and

WHEREAS, pursuant to Sec. 17-1.7(c) of the UDO, annexation may be considered concurrent with amendments to the Comprehensive Plan and the Zoning Map; and

WHEREAS, the City of Columbia Planning Commission has reviewed the proposed future land use and zoning classifications of the property, and made a recommendation to City Council in accordance with §6-29 of the SC Code and §17-2.5 of the UDO; and

WHEREAS, the Columbia City Council has held a public hearing in accordance with §17-2.4(f) of the UDO and §6-29-760 of the SC Code; and

WHEREAS, the Columbia City Council has determined that the proposed land use classification is appropriate for the property, and the proposed zoning district meets one or more of the criteria set forth by §17-2.5(c)(4), Zoning Map Amendment Decision Standards, of the UDO; NOW THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this day of _____, 2022, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as County Line Trail and TMS# 31700-01-04 (portion) containing 44.38 acres, further identified in Attachment A, is hereby annexed to and becomes a part of the City of Columbia, and is incorporated into Columbia Compass: Envision 2036 and the Official Zoning Map, effective immediately.
3. This property shall be apportioned to City Council District #4, Census Tract 114.07, and assigned a future land use classification of Urban Edge Residential Small Lot (UER-1) and zoning of Planned Development (PD).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 31700-01-04 (portion)

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

Approved by:

Mayor

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2022-001
EXHIBIT "A"
PROPERTY DESCRIPTION

All that certain piece, parcel, or lot of land, with the improvements thereon, if any, situate, lying and being located near the City of Columbia, in the County of Richland, State of South Carolina, containing 44.38 acres, more or less, and shown on a plat prepared for Sandy Oaks Development LLC, by Belter & Associates, Inc., on survey date August 5, 2021. Reference being made to said plat for a more complete and accurate description; all measurements being a little more or less.

LEGAL DEPARTMENT DRAFT



CITY COUNCIL

January 18, 2022 at 4:00pm

City Hall, 3rd floor Council Chambers, 1737 Main Street, Columbia, SC 29202

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY 4021 Trotter Road; TMS# 22008-01-01

Council District: 4

Proposal: Request to annex the property and assign a land use classification of Urban Edge Residential Large Lot (UER-2) and assign zoning of Residential Mixed (RM-1) at the time of annexation. The property is currently classified as Neighborhood (Medium Density) and zoned RS-HD by Richland County.

Applicant: Nathaniel Johnson

Staff Recommendation: Approval

PC Recommendation: 11/01/2021; Approval (8-0)

ZPH, 1st Reading: 01/18/2022; Pending

2nd Reading: 02/01/2022; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.58 acres
Current Use: Residential
Proposed Use: Residential
Reason for Annexation: Municipal Services
Urban Service Area: Secondary Area
Current County Land Use Classification: Neighborhood (Medium Density)
Proposed City Land Use Classification: Urban Edge Residential Large Lot (UER-2)
Current County Zoning: Residential Single Family High Density (RS-HD)
Proposed City Zoning: Residential Mixed (RM-1)
Census Tract: 116.06

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

Police

The Columbia Police Department does not object to this proposed annexation. As with most annexations, we find that the proposed annexation will result in an increased number of calls for service. The estimated cost to serve this property would be **approximately \$450 per year**, based on based on call levels in nearby residential areas of the City. If an additional 4 units are built, the cost would rise to **approximately \$2,300 per year**.

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

The cost associated with solid waste service is approximately **\$216 annually per household**.

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

The customer on the property will pay water and sewer rates approximately **40% lower** than out-of-city customers. Any new development would bring new customers and additional revenue.

Planning & Development Services

We recommend approval of the annexation of this property, which is located within a designated Secondary Area in the Urban Service Area plan. At the property's current taxable value, the estimated real estate tax revenue generated for the City would be **approximately \$430 per year**, however if an additional 4 units are built on the property as the petitioner is exploring, the estimated real estate tax revenue generated for the City would be **approximately \$1,700 per year**, based on the average taxable value of similarly used properties.

* Estimated City Tax Revenue is based on **2021 millage** for real property and calculated as: ((Taxable Value × Tax Rate) × City Millage Rate (.0938)). The actual additional taxes paid by the property owner will generally be substantially lower as some millage items do not apply to in-City properties, and an increased Local Option Sales Tax credit factor applies to in-City properties (an additional .002280 for the 2021 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject property is in a "Secondary 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.

Secondary Areas are those areas where it may be logical or advantageous to provide City services, but where the ability to provide all services and/or the condition of existing infrastructure may not be at optimal levels for annexation. For instance, it may be that the property is outside of the generally accepted fire response area, or the storm drainage and/or road system is substandard. These areas may include "higher value" properties where annexation could prove beneficial to revenues.

Annexation within *Secondary Areas* should be considered, but an assessment of the impact on the City's revenue and ability to serve the property/area in question should occur prior to consideration of and action upon annexation petitions.

Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property is Urban Edge Residential Large Lot (UER-2) in the *Columbia Compass: Envision 2036* Future Land Use Map. The property is currently designated as Neighborhood (Medium Density) by Richland County.

Urban Edge Residential Large Lot neighborhoods represent many of the older residential neighborhoods in the outer areas of the City. This development type is appropriate as development on remaining large lots or as redevelopment in the outer areas of Columbia. Most of the existing developments occurred after 1950. Urban Edge Residential Large Lot developments generally do not continue the grid and block pattern found in the urban neighborhoods, but do tend to have a consistently organized internal street network with loops and interconnections.

Primary Types

- Single-family Detached
- *Accessory dwelling units

Tertiary Types

- Single-family Attached
- Two-family
- Three-family
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is not located within the 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 RS-HD by Richland County. Surrounding parcels within the City of Columbia are currently zoned General Commercial (GC) to the North. Surrounding parcels in unincorporated Richland County are currently zoned RS-HD to the East, South, and West.

The proposed City of Columbia zoning district is Residential Mixed (RM-1).

Residential Mixed District (RM-1)

The purpose of the Residential Mixed (RM-1) District is to provide lands that accommodate a walkable, moderate-density mix of residential development that allows single-family, two-family, townhouse, and multi-family dwellings.

STAFF RECOMMENDATION

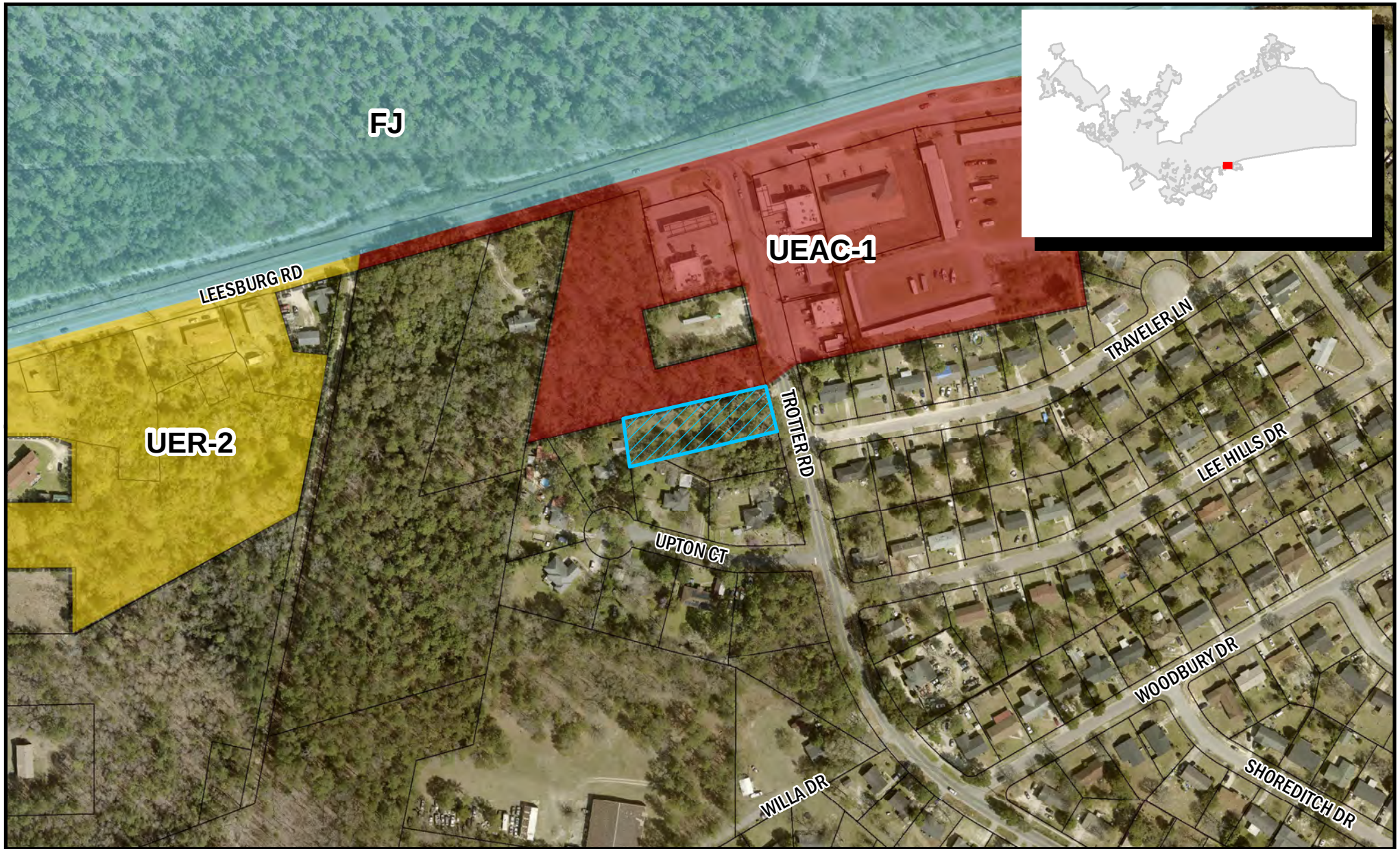
Staff recommends the annexation of the property and the assignment of a future land use classification of Urban Edge Residential Large Lot (UER-2) and zoning of Residential Mixed (RM-1) at the time of annexation.



Future Land Use Map

4021 Trotter Road, TMS# 22008-01-01;
Current Rich. Co. FLU: Neighborhood (Medium Density), Proposed FLU: UER-2

24.a



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 10/12/2021



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Packet Pg. 350

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

4021 Trotter Road, TMS# 22008-01-01;
Current Rich. Co. Zoning: RS-HD, Proposed Zoning: RM-1

24.a



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 10/13/2021



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Packet Pg. 351

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

ORDINANCE NO.: 2022-004

Annexing 4021 Trotter Road, Richland County TMS# 22008-01-01 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

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 Code Ann. § 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; and,

WHEREAS, City Council adopted *Columbia Compass: Envision 2036* as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (§6-29 of the SC Code); and,

WHEREAS, the City of Columbia has adopted the Unified Development Ordinance (UDO) by Ordinance No.: 2019-013 and Official Zoning Map of the City of Columbia, S.C. by Ordinance No.: 2021-001, both amended from time to time, in accordance with the authority in Title VI of the SC Code; and

WHEREAS, pursuant to Sec. 17-1.7(c) of the UDO, annexation may be considered concurrent with amendments to the Comprehensive Plan and the Zoning Map; and

WHEREAS, the City of Columbia Planning Commission has reviewed the proposed future land use and zoning classifications of the property, and made a recommendation to City Council in accordance with §6-29 of the SC Code and §17-2.5 of the UDO; and

WHEREAS, the Columbia City Council has held a public hearing in accordance with §17-2.4(f) of the UDO and §6-29-760 of the SC Code; and

WHEREAS, the Columbia City Council has determined that the proposed land use classification is appropriate for the property, and the proposed zoning district meets one or more of the criteria set forth by §17-2.5(c)(4), Zoning Map Amendment Decision Standards, of the UDO; NOW THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this _____ day of _____, 2022, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 4021 Trotter Road and TMS# 22008-01-01 containing 0.58 acres, further identified in Attachment A, is hereby annexed to and becomes a part of the City of Columbia, and is incorporated into Columbia Compass: Envision 2036 and the Official Zoning Map, effective immediately.
3. This property shall be apportioned to City Council District #4, Census Tract 116.06, and assigned a future land use classification of Urban Edge Residential Large Lot (UER-2) and zoning of Residential Mixed (RM-1).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 22008-01-01

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

Approved by:

Mayor

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2022-004
EXHIBIT "A"
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, containing 0.58 acre, more or less, and being shown on a plat prepared for Nathaniel Johnson, by Cox and Dinkins, Inc., dated August 9, 2021. Reference being made to said plat for a more complete and accurate description; all measurements being a little more or less.

LEGAL DEPARTMENT DRAFT



CITY COUNCIL

January 18, 2022 at 4:00pm

City Hall, 3rd floor Council Chambers, 1737 Main Street, Columbia, SC 29202

Zoning Map Amendment Case Summary **2401 Two Notch Road(p) and 0.21 acres, E/S Waites Street,** **TMS# 11511-11-10(p) and 11511-11-08**

Council District:	2
Proposal:	Request to rezone the property from Community Activity Center/Corridor District (CAC) to Residential Mixed District (RM-1).
Applicant:	Homeless No More
Staff Recommendation:	Approval
PC Recommendation:	12/06/2021; Approval (5-1)
ZPH, 1st Reading:	01/18/2022; Pending
2nd Reading:	02/01/2022; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 1.30 acres
Current Use: Vacant land
Proposed Use: Affordable housing
Current Land Use Classification: Urban Core Residential Small Lot (UCR-1)
Current Zoning: Community Activity Center/Corridor District (CAC)
Proposed Zoning: Residential Mixed District (RM-1)

PLANS, POLICIES, AND LAND USE

Comprehensive Plan Land Use Classification

The subject property is designated Urban Core Residential Small Lot (UCR-1) in the *Columbia Compass: Envision 2036* Future Land Use Map.

Urban Core Residential Small Lot neighborhoods are common just outside the urban center; most were subdivided before 1950 and many continue the grid or street network from the original planned portion of the City. This development type may represent existing neighborhoods and is a development form appropriate for medium to large-scale redevelopments or infill sites. Traditional and contemporary architectural styles have a place in these neighborhoods. When infill development is designed, scale and orientation of existing structures on the block should act as design presets.

Primary Types

- Single-family Detached

Secondary Types

- Single-family Attached
- Two-family
- Three-family

Tertiary Types

- Multi-family Small
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is located within the study area of [*A Plan for the Redevelopment of East Central City*](#) (2004), within Cluster Three. The Plan's site analysis identified the property and that which surrounded it as an area for potential revitalization, with the intersection of Harrison and Two Notch identified as a significant intersection/potential gateway (Section 3A, Page 12). The plan notes that "The Two Notch Rd corridor presents an opportunity to reduce the amount of existing commercial property, much of which is vacant or under-utilized, and to introduce a higher density residential element that could in turn support a small retail node." The Plan suggests a land use of Attached Single Family Residential (High Density) for the majority of the property within the Two Notch Road corridor, with Detached Single Family Residential (Low Density) suggested for the strip of the property which fronts along Waites Road (maybe a fifth of the block width) (Section 4A, Page 1). Catalyst 3-2 includes the subject property, but a specific site plan is only provided for the area south of Tremain Street, which does not include the subject property (Section 5, Page 31).

PROPOSED ZONING DISTRICT SUMMARY

The subject property is currently zoned Community Activity Center/Corridor District (CAC). The abutting properties in the City of Columbia have base zoning of Residential Mixed District (RM-1) to the North and South, Community Activity Center/Corridor District (CAC) to the East, and Residential Single Family-Small Lot District (RSF-3) to the West.

The proposed zoning district is Residential Mixed District (RM-1).

Residential Mixed District (RM-1)

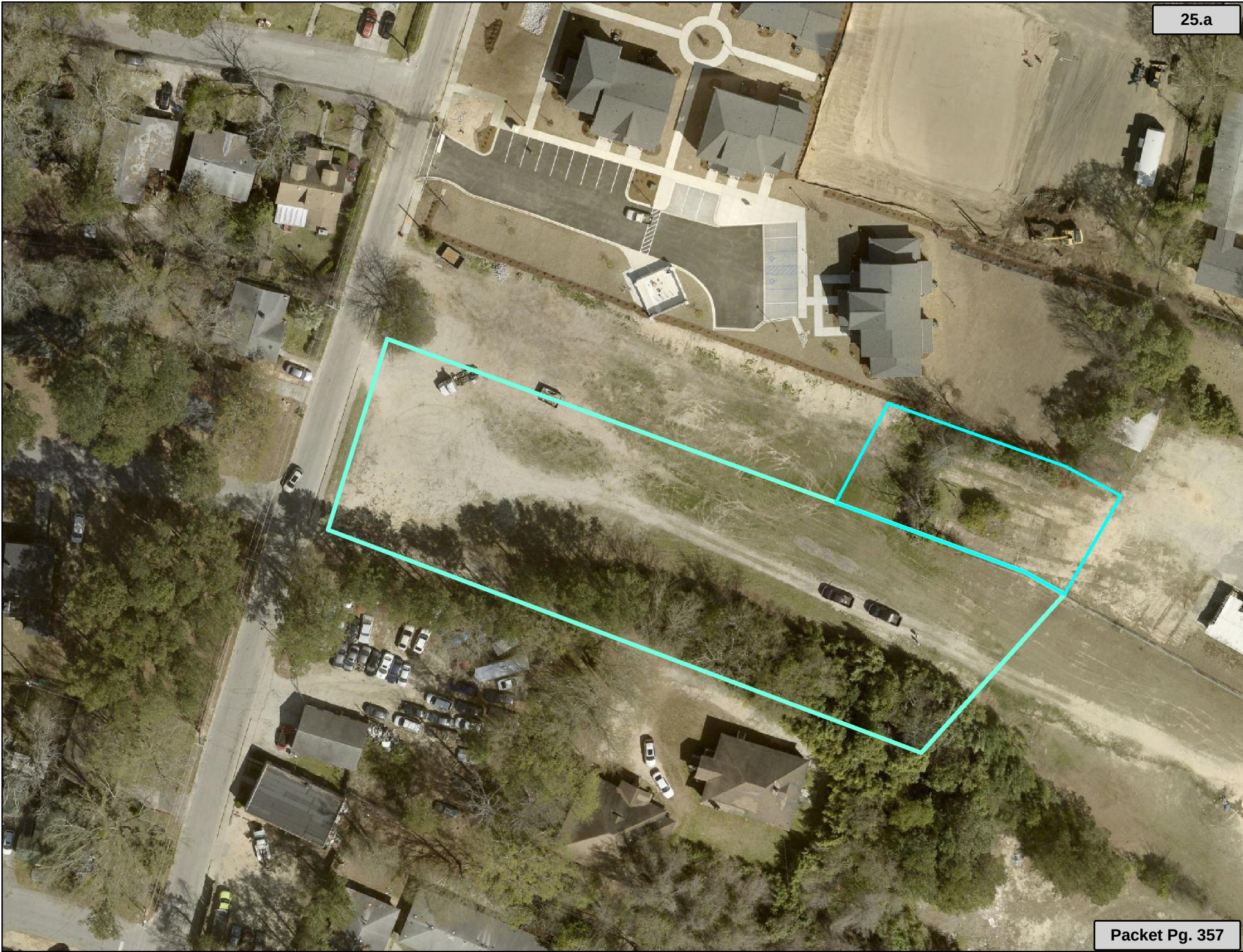
The purpose of the Residential Mixed (RM-1) District is to provide lands that accommodate a walkable, moderate-density mix of residential development that allows single-family, two-family, townhouse, and multi-family dwellings.

Community Activity Center/Corridor District (CAC)

The purpose of the Community Activity Center/Corridor (CAC) District is to provide lands that accommodate moderate-density, walkable, and medium-scale mixed-use development, and commercial development that serves multiple neighborhoods. Some auto-oriented uses are allowed, but the design and location of those uses must be compatible with and support pedestrian-oriented development. Allowed uses include live/work and multi-family dwellings, mixed-use, offices, recreation/entertainment, cultural facilities, restaurants, and drinking establishments.

STAFF RECOMMENDATION

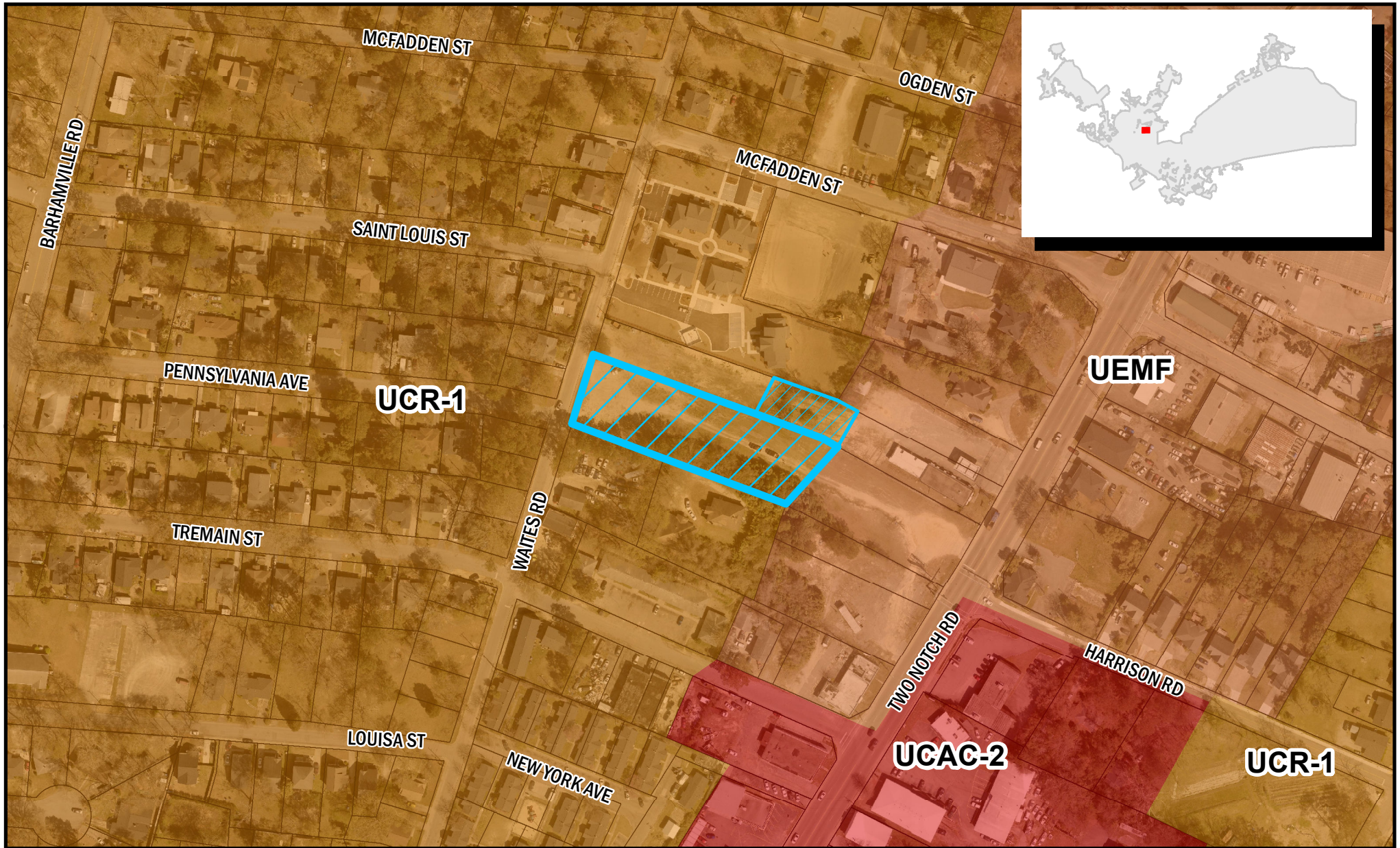
Staff finds that the proposed zoning change is consistent with the surrounding zoning, with the Comprehensive Plan land use classification and supports the recommendations of the East Central City area plan and therefore recommends **approval** of the request.



Future Land Use Map

2401 Two Notch Rd(p) and 0.21 acres, E/S Waites St, TMS# 11511-11-10(p) and 11511-1-
Current FLU: UCR-1

25.a



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 11/9/2021



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** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

2401 Two Notch Rd(p) and 0.21 acres, E/S Waites St, TMS# 11511-11-10(p) and 11511-1-1
Current Zoning: CAC, Proposed Zoning: RM-1

25.a



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
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Date: 11/9/2021



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Packet Pg. 359

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

ORDINANCE NO.: 2022-005

Amending the Official Zoning Map to modify the zoning for 2401 Two Notch Road and 0.21 acres E/S Waites Street, Richland County TMS #11511-11-10 (portion) and TMS #11511-11-08

WHEREAS, an application has been made to amend the Official Zoning Map of the City of Columbia, S.C. to modify the zoning for 2401 Two Notch Road, Richland County TMS# 11511-11-10; and,

WHEREAS, City Council adopted *Columbia Compass: Envision 2036* as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (§6-29 of the SC Code); and,

WHEREAS, the City of Columbia has adopted the Unified Development Ordinance (UDO) by Ordinance No.: 2019-013 and Official Zoning Map of the City of Columbia, S.C. by Ordinance No.: 2021-001, both amended from time to time, in accordance with the authority in Title VI of the SC Code; and

WHEREAS, the City of Columbia Planning Commission has reviewed the application and made a recommendation to City Council regarding the application in accordance with §17-2.5(c)(3)(f) of the UDO; and

WHEREAS, the Columbia City Council has held a public hearing in accordance with §17-2.4(f) of the UDO and §6-29-760 of the SC Code; and

WHEREAS, the Columbia City Council has determined that the proposed rezoning meets one or more of the criteria set forth by §17-2.5(c)(4), Zoning Map Amendment Decision Standards, of the UDO; NOW THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia this ___ day of _____, 2022, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 2401 Two Notch Road and 0.21 acres E/S Waites Street and TMS# 11511-11-10 (portion) and TMS #11511-11-08, and as shown in Attachment A, is hereby rezoned from Community Activity Center/Corridor District (CAC) to Residential Mixed District (RM-1). The Official Zoning Map of the City of Columbia, S.C. is hereby amended to conform to this change.

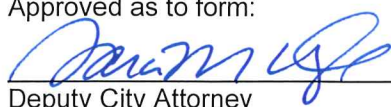
Requested by:

Assistant City Manager Gentry

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

Introduced:

Final Reading:

Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT



CITY COUNCIL

January 18, 2022 at 4:00pm

City Hall, 3rd floor Council Chambers, 1737 Main Street, Columbia, SC 29202

Zoning Map Amendment Case Summary **2632 Millwood Avenue and 2627, 2526, and 2623 Cherry Street,** **TMS# 11413-03-05, 11413-03-10, 11413-03-11, and 11413-03-12**

Council District: 3

Proposal: Request to rezone the property from Mixed-Use District (MU-1), Office and Institutional District (O-I) and Residential Mixed District (RM-1), Old Shandon/Lower Waverly Historic Preservation Overlay District (OV-HP) to Mixed-Use District (MU-1), Old Shandon/Lower Waverly Historic Preservation Overlay District (OV-HP).

Applicant: Thomas Rhodes III, Millwood Investments LLC

Staff Recommendation: Approval

PC Recommendation: 12/06/2021; Approval (6-0)

ZPH, 1st Reading: 01/18/2022; Pending

2nd Reading: 02/01/2022; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 1.07 acres

Current Use: Vacant land

Proposed Use: Mixed Use

Current Land Use Classification: Urban Core Mixed Residential - Type 1 (UCMR-1)

Current Zoning: Mixed-Use District (MU-1), Office and Institutional District (O-I) and Residential Mixed District (RM-1), Old Shandon/Lower Waverly Historic Preservation Overlay District (OV-HP).

Proposed Zoning: Mixed-Use District (MU-1), Old Shandon/Lower Waverly Historic Preservation Overlay District (OV-HP).

PLANS, POLICIES, AND LAND USE

Comprehensive Plan Land Use Classification

The subject property is designated Urban Core Mixed Residential - Type 1 (UCMR-1) in the *Columbia Compass: Envision 2036* Future Land Use Map.

Urban Core Mixed Residential Type 1 neighborhoods are appropriate in the central city and near major corridors throughout Columbia. This development type may represent existing and historic neighborhoods, or a vision for intensification of transitional areas between lower density neighborhoods and higher activity corridors and centers. Traditional and contemporary architectural styles have a place in Urban Core Mixed Residential neighborhoods but scale is always important. Urban Core Mixed Residential Type 1 will usually transition to Urban Core mixed Residential Type 2 as development moves further from main arterials and activity centers.

Primary Types

- Single-family Attached
- Multi-family Medium
- Multi-family Mixed-use Small & Medium

Primary Types

- Single-family Detached
- Two-family
- Three-family
- Multi-family Small & Large

Tertiary Types

- Civic/Institutional Small & Medium
- Business/Employment Small & Medium (excl. Flex)
- Parking Structures & Lots

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is not located within the 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 subject properties currently have base zoning Mixed-Use District (MU-1), Office and Institutional District (O-I) and Residential Mixed District (RM-1) and are partially included in the Old Shandon/Lower Waverly Historic Protection Overlay District (OV-HP) Area B (Buffer). The abutting properties in the City of Columbia have base zoning of Mixed-Use District (MU-1) to the North and East, Residential Mixed District (RM-2) to the East, and Residential Mixed District (RM-1) to the South and West.

The proposed zoning district is Mixed-Use District (MU-1), with continued partial inclusion in the Old Shandon/Lower Waverly Historic Preservation Overlay District (OV-HP) Area B Buffer.

Office and Institutional District (O-I)

The purpose of the Office and Institutional (O-I) District is to provide lands that accommodate a broad range of civic and commercial development, as well as limited residential, typically in locations where visibility and good access are important. Development is encouraged to be configured with multiple uses, shared parking, and coordinated signage and landscaping. Higher-density residential development is encouraged on the upper floors of nonresidential establishments. Allowed uses include multi-family, mixed-use, hospitals, government offices, medical or dental offices, professional offices, and restaurants.

Residential Mixed District (RM-1)

The purpose of the Residential Mixed (RM-1) District is to provide lands that accommodate a walkable, moderate-density mix of residential development that allows single-family, two-family, townhouse, and multi-family dwellings.

Mixed-Use District (MU-1)

The purpose of the Mixed-Use (MU-1) District is to provide lands that accommodate low-density, walkable, mixed-use development in a gridded street pattern with varied lot sizes. Allowed uses include single-family, two-family, townhouse, and multi-family dwellings, as well as neighborhood-serving, small-scale mixed-use retail, office, personal services, and institutional development.

Historic Preservation Overlay District (OV-HP)

The purpose of the Historic Preservation Overlay (OV-HP) District is to encourage new development and redevelopment that is consistent with the character of original or historic development in the historic districts and sites. District standards and guidelines are intended to prevent destruction of historic structures and ensure new uses, building design, and site features are compatible with the character of historic districts and sites.

STAFF RECOMMENDATION

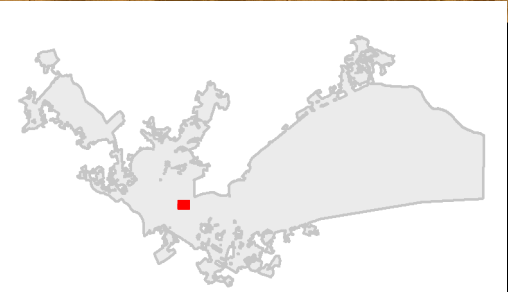
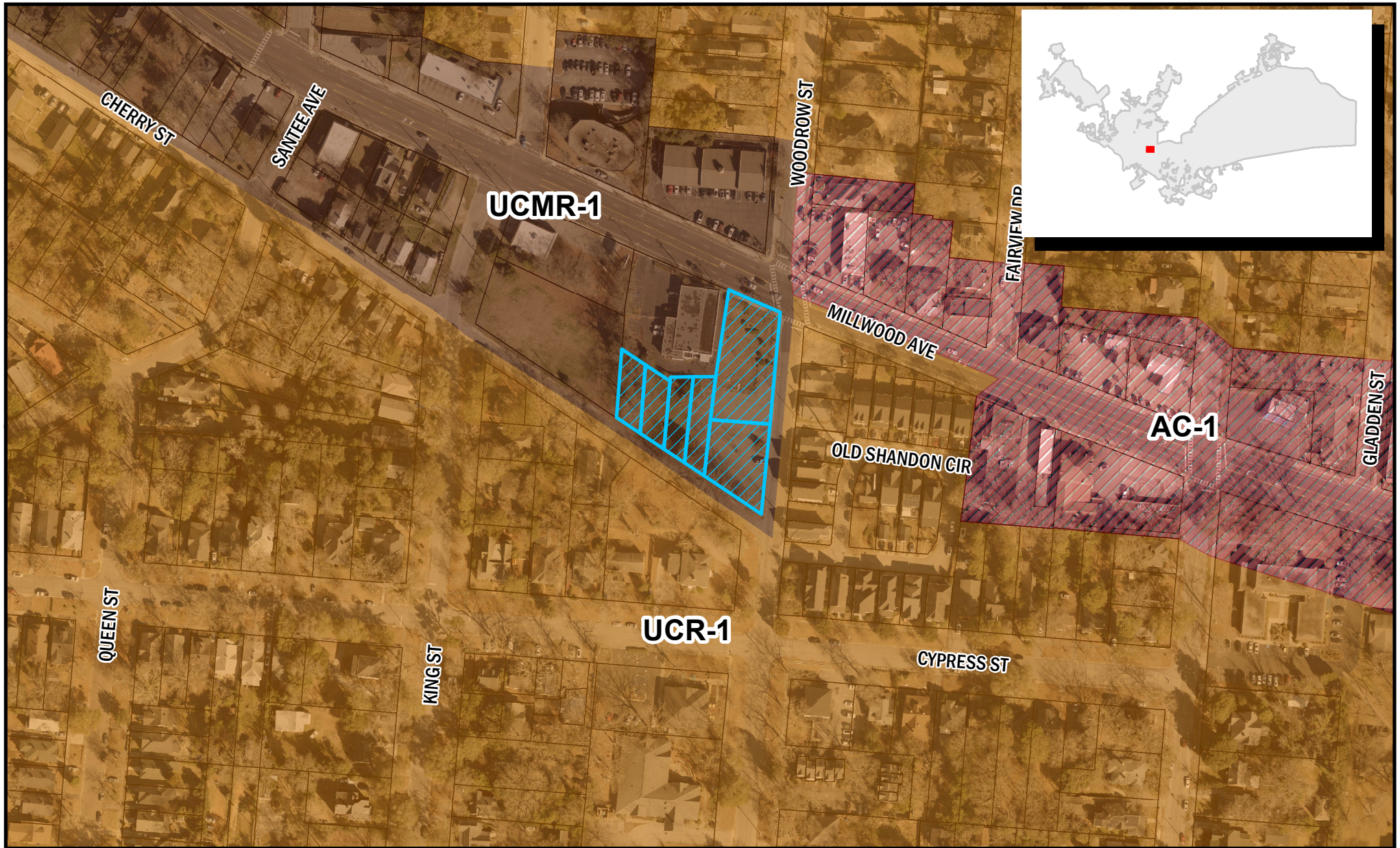
Staff finds that the rezoning request to MU-1 is consistent with surrounding context and zoning of adjacent parcels, as well as with the Comprehensive Plan land use classification and therefore recommends **approval** of the rezoning of the property from MU-1, O-I and RM-1, OV-HP (partial) to MU-1, OV-HP (partial).



Future Land Use Map

2632 Millwood Ave and 2627, 2526, and 2623 Cherry St
TMS# 11413-03-05, -10, -11, and -12
Current FLU: UCMR-1

26.a



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 11/9/2021



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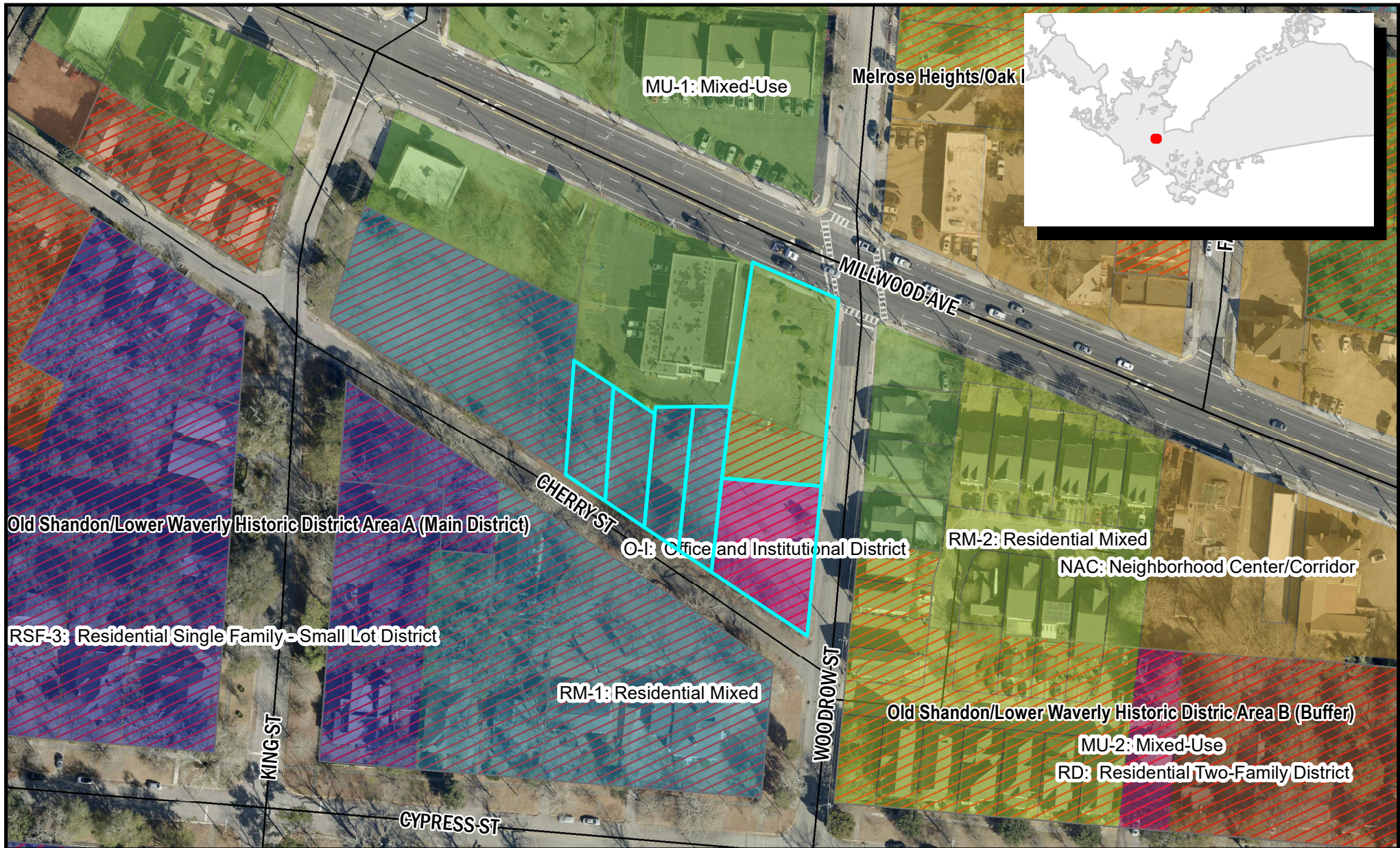
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** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

2632 Millwood Ave and 2627, 2526, and 2623 Cherry St, TMS# 11413-03-05, -10, -11
 Current Zoning: MU-1, O-I, RM-1, and OV-HP, Proposed Zoning: MU-1, OV-HP

26.a



Department of Planning &
 Development Services

ORIGINAL PREPARATION/DATE:
 This map was prepared by:

Shane Shaughnessy
 Date: 11/23/2021



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** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

ORDINANCE NO.: 2022-006

Amending the Official Zoning Map to modify the zoning for 2632 Millwood Avenue and 2627, 2526 and 2623 Cherry Street, Richland County TMS #11413-03-05, TMS #11413-03-10, TMS #11413-03-11 and TMS #11413-03-12

WHEREAS, an application has been made to amend the Official Zoning Map of the City of Columbia, S.C. to modify the zoning for 2632 Millwood Avenue and 2627, 2526 and 2623 Cherry Street, Richland County TMS #11413-03-05, TMS #11413-03-10, TMS #11413-03-11 and TMS #11413-03-12; and,

WHEREAS, City Council adopted *Columbia Compass: Envision 2036* as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (§6-29 of the SC Code); and,

WHEREAS, the City of Columbia has adopted the Unified Development Ordinance (UDO) by Ordinance No.: 2019-013 and Official Zoning Map of the City of Columbia, S.C. by Ordinance No.: 2021-001, both amended from time to time, in accordance with the authority in Title VI of the SC Code; and

WHEREAS, the City of Columbia Planning Commission has reviewed the application and made a recommendation to City Council regarding the application in accordance with §17-2.5(c)(3)(f) of the UDO; and

WHEREAS, the Columbia City Council has held a public hearing in accordance with §17-2.4(f) of the UDO and §6-29-760 of the SC Code; and

WHEREAS, the Columbia City Council has determined that the proposed rezoning meets one or more of the criteria set forth by §17-2.5(c)(4), Zoning Map Amendment Decision Standards, of the UDO; NOW THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia this ___ day of _____, 2022, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 2632 Millwood Avenue and 2627, 2526 and 2623 Cherry Street, Richland County TMS #11413-03-05, TMS #11413-03-10, TMS #11413-03-11 and TMS #11413-03-12 and as shown in Attachment A, is hereby rezoned from Mixed-Use District (MU-1), Office and Institutional District (O-I) and Residential Mixed District (RM-1), Old Shandon/Lower Waverly Historic Preservation Overlay District (OV-HP) to Mixed-Use District (MU-1), Old Shandon/Lower Waverly Historic Preservation Overlay District (OV-HP). The Official Zoning Map of the City of Columbia, S.C. is hereby amended to conform to this change.

LEGAL DEPARTMENT DRAFT

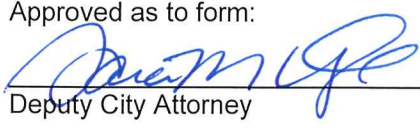
Requested by:

Assistant City Manager Gentry

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

Introduced:

Final Reading:

Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT

COLUMBIA CITY COUNCIL COMMITTEES

ADMINISTRATIVE POLICY COMMITTEE

Chair: Ed McDowell

Member: Will Brennan

Member: Joe Taylor

ARTS AND HISTORIC PRESERVATION COMMITTEE

Chair: Will Brennan

Member: Ed McDowell

Member: Aditi Bussells

ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE

Chair: Joe Taylor

Member: Will Brennan

Member: Tina Herbert

ENVIRONMENT AND INFRASTRUCTURE COMMITTEE

Chair: Aditi Bussells

Member: Ed McDowell

Member: Howard Duvall

PUBLIC SAFETY COMMITTEE

Chair: Howard Duvall

Member: Joe Taylor

Member: Tina Herbert

TECHNOLOGY COMMITTEE

Chair: Tina Herbert

Member: Howard Duvall

Member: Aditi Bussells

January 12, 2022