



## **COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, JANUARY 9, 2024**

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The Columbia City Council will conduct a Council Meeting on Tuesday, January 9, 2024 at 4:00 p.m. at City Hall (Council Chambers), 1737 Main Street, 3rd Floor, Columbia, SC 29201. Members of the public may view the meeting online at [www.columbiasc.gov](http://www.columbiasc.gov). Please contact the City Clerk's Office at (803)545-3045 or [cityclerk@columbiasc.gov](mailto:cityclerk@columbiasc.gov) if you have questions regarding the meeting.

The Honorable Daniel J. Rickenmann, Mayor  
The Honorable Edward H. McDowell, Jr., District II ▪ The Honorable William Brennan, District III  
The Honorable Aditi Bussells, At-Large ▪ The Honorable Tina N. Herbert, District I  
The Honorable Peter M. Brown, District IV ▪ The Honorable Tyler D. Bailey, 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**

### **PUBLIC INPUT RELATED TO ITEMS ON THE AGENDA**

### **APPROVAL OF MINUTES**

1. Council is asked to approve the December 19, 2023 Work Session and Council Meeting Minutes.

### **CONSENT AGENDA ITEMS 2 THROUGH 13**

2. Council is asked to approve a new Professional Services Contract for Downtown Small Business Popup Initiative, as requested by the Office of the Mayor on December 21, 2023. Award to Made With Cola Love in the amount of \$100,000.00. The term of the contract is February 1, 2024 through June 30, 2025. The firm is located in Columbia, SC.

*Funding Source: Accommodations Tax Fund - 5% General Purpose*



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3. Council is asked to approve the Annual Renewal of Cityworks Software and License Support, as requested by the Information Technology Department on December 19, 2023. Award to Azteca Systems, LLC, in the amount of \$109,200.00. The term for this renewal is from January 15, 2024 through January 14, 2025. This vendor is located in Sandy, UT.

*Funding Source: Public Works Administration - Maintenance & Service Contracts (1011124-638200) \$5,881.82; Public Works Administration - Computer Equipment/Hardware (1011124-627500) \$2,371.82; Forestry Horticulture - Maintenance & Service Contracts (1011217-638200) \$8,381.82; Streets Street & Sidewalk Repair - Maintenance & Service Contracts (1013201-638200) \$2,881.82; Traffic Operations - Maintenance & Service Contracts (1013204-638200) \$3,881.82; Streets - Storm Drains - Maintenance & Service Contracts (5534203-638200) \$2,381.82; Streets - Water & Sewer Repair -Maintenance & Service Contracts (5513202-638200) \$2,881.82; Customer Service - Special Contracts (5511407-638300) \$3,881.82; Meter Reading - Maintenance & Service Contracts (5516202-638200) \$15,881.82; Solid Waste Street Sweeping - Maintenance & Service Contracts (5534408-638200) \$10,881.82; Utilities Wastewater Maintenance - Software License (5516205-627510) \$49,891.82. The original budget amount is \$109,200.00.*

4. Council is asked to approve a new Professional Services Contract for a Strategic Master Plan and Design Guidelines for Downtown Columbia, as requested by the Planning and Development Services Department on May 16, 2023. Award to MKSK, Inc. in an amount not to exceed \$123,000.00, which includes contingency. The initial term of the contract will take effect upon issuance of a Notice to Proceed with an end date ten months from commencement with the option to renew for two additional one-year periods. This firm is located in Greenville, SC.

*Funding Source: Development Services - Professional Services (1014101-636600). The original budget amount is \$123,000.00.*

*MKSK, Inc. is the prime and will provide public engagement, project management plan, public outreach, public realm and streetscape guideline services at 74.47% (\$87,880.00) of the total contract amount.*

*The following subconsultant will provide additional services:*

*White and Smith Planning and Law Group, LLC, located in Charleston, SC, will provide design guideline services at 25.53% (\$30,120.00) of the total contract amount.*

5. Council is asked to approve a new Contract for Water Sealant Services at the PJ Cannon Parking Garage at 1227 Taylor Street, as requested by the General Services Department on September 13, 2023. Award to Watertight Systems, Inc. in the amount of \$165,919.44. The term of the contract will take effect upon issuance of a Notice to Proceed with an end date three months from commencement. This contractor is located in Lexington, SC.





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*Funding Source: Parking Facilities–Maintenance & Service Contract (5312501-638200). The original budget amount is \$165,919.44*

6. Council is asked to approve the Purchase of a Vehicle/Heavy Equipment for Various City Departments, as requested by the Fleet Services Division. Award to multiple vendors using the SC State Contract, in the total amount of \$387,447.00.

| <b>Item</b>                                                                                                                                                                 | <b>Vendor</b>                                                       | <b>Vehicle/Heavy Equipment</b>                                                                 | <b>Department</b>             | <b>Amount</b>       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|------------------------------------------------------------------------------------------------|-------------------------------|---------------------|
| a.                                                                                                                                                                          | Alan Jay Automotive Management dba Alan Jay Fleet Sales Sebring, FL | (1) 2024 Ford Transit Cargo Van T-350 RWD, as requested by Fleets Services on December 7, 2023 | Parks & Recreation Department | \$51,401.00         |
| <i>Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment-Capital (6308972-658500). The original budget amount is \$51,401.00.</i>                             |                                                                     |                                                                                                |                               |                     |
| b.                                                                                                                                                                          | Blanchard Machinery Company West Columbia, SC                       | (1) Mini-Excavator, as requested by Columbia Water on November 11, 2023                        | Wastewater Division           | \$65,374.00         |
| <i>Funding Source: Utilities Wastewater Maintenance - Machinery &amp; Equipment-Capital (5516205-658300). The original budget amount is \$65,374.00.</i>                    |                                                                     |                                                                                                |                               |                     |
| c.                                                                                                                                                                          | Blanchard Machinery Company West Columbia, SC                       | (2) Mini-Excavators, as requested by Columbia Water on November 3, 2023                        | Water Division                | \$270,672.00        |
| <i>Funding Source: Utilities Water Distribution &amp; Maintenance - Auto, Trucks, Heavy Equipment-Capital (5516203-658500). The original budget amount is \$270,672.00.</i> |                                                                     |                                                                                                |                               |                     |
| <b>Total</b>                                                                                                                                                                |                                                                     |                                                                                                |                               | <b>\$387,447.00</b> |

7. Council is asked to approve the Purchase of a CK Currahee Cutter System for Pipe Inspections, as requested by Columbia Water on November 20, 2023. Award to Elxsi dba CUES Inc., using the Houston-Galveston Area Council Cooperative Purchasing Agreement in the amount of \$225,261.00. This firm is located in Orlando, FL.

*Funding Source: Utilities Wastewater Maintenance – Auto, Trucks, Heavy Equipment Capital; (5516205-658500). The original budget amount is \$225,261.00.*



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8. Council is asked to approve Change Order #2 for Project WM3872; Water System Improvements along Rimer Pond Road and Hardscrabble Road, as requested by Columbia Water on November 11, 2023. Award to LAD Construction, LLC in the amount of \$2,801,463.08. The current term of the contract ends on February 14, 2024 and this change order extends the contract to February 14, 2025. This firm is located in Swansea, SC.

*Funding Source: Water and Sewer Capital Projects - Rimer Pond Road and Hardscrabble Road - Capital Project Costs (5529999-WM387201-658650). The current budget amount is \$11,910,999.98. The budget amount for this change order is \$2,801,463.08. The total revised budget amount is \$14,712,463.06.*

*This is a Columbia Disadvantaged Business Enterprise program project and a Local Business Enterprise project with a 5% CDBE goal. The CDBE percentage for this change order is 2.53% and maintains the overall 5% project goal. LAD Construction, LLC is the prime contractor and will provide waterline installation services at 91.66% (\$2,567,708.08) of the change order amount.*

*The following subconsultants will provide additional services:*

*Chao & Associates, a Minority Business Enterprise and a CDBE, located in Columbia, SC, will provide construction staking and as-built services at 0.17% (\$4,800.00) of the change order amount.*

*Herndon Incorporated, a Minority Business Enterprise and a CDBE, located in Lugoff, SC, will provide grassing erosion control services at 0.40% (\$11,250.00) of the change order amount.*

*Southern Commercial, a Minority Business Enterprise and a CDBE, located in Lexington, SC, will provide traffic control services at 1.96% (\$55,000.00) of the change order amount.*

*Ferguson Waterworks, located in Elgin, SC, will provide water line materials at 5.81% (\$162,705.00) of the change order amount.*

9. Ordinance No.: 2023-136 - Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (OREI Columbia 22.5 Acres Property Owner, LLC, formerly referred to as Project OREI, Portion of Richland County TMS No. R25600-03-04)

*Endorsed by the Economic Development and Infrastructure Committee on November 14, 2023.*

*First reading approval was given on December 19, 2023.*



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10. Ordinance No.: 2023-137 - Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (Earlewood Apartment Rental Properties, LLC, formerly referred to as Project Streams, Richland County TMS Nos. R09108-08-04, R9108-08-03, & R09107-02-01)

*Endorsed by the Economic Development and Infrastructure Committee on November 14, 2023.*

*First reading approval was given on December 19, 2023.*

11. Ordinance No.: 2023-135 - Granting an encroachment to Huger Street Property, LLC, for the use of the right of way area of the 400 block of Huger Street for the installation and maintenance of landscaping and irrigation adjacent to 419 Huger Street, Richland County TMS# 08913-01-04

*First reading approval was given on December 19, 2023.*

12. Ordinance No.: 2023-138 - Amending Ordinance 2023-063 to Adopt the Budget for the City of Columbia, South Carolina, for the Fiscal Year ending June 30, 2024

*First reading approval was given on December 19, 2023.*

13. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 0.04-acre portion of 702 Percival Road; TMS#16813-04-01 (portion)

*Ordinance No.: 2023-132 - Annexing a 0.04-acre portion of 702 Percival Road, Richland County TMS #16813-04-01 (portion) 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, assign land use classification of Urban Edge Mixed Residential (UEMR) and assign zoning of Residential Mixed District (RM-1) for a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned RM-HD by Richland County.*

*Applicant: Outlandis Corporation/Addison Pointe, LP*

*Staff Recommendation: Approval*

*PC Recommendation: 11/9/2023; Approval (7-0)*

*First reading approval was given on December 19, 2023.*



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### **ZONING/PLANNING MATTERS - SECOND READING**

14. ZONING MAP AMENDMENT for 1213 Pickens St. TMS#11401-05-09

*Ordinance No.: 2023-134 - Amending the Official Zoning Map to modify the zoning for 1213 Pickens Street, Richland County TMS# 11401-05-09*

*Council District: 2*

*Proposal: Request to rezone the property from Downtown Activity Center District (DAC) in the City Center Design Overlay District (OV-CC) to Mixed-Use District (MU-2) in the City Center Design Overlay District (OV-CC)*

*Applicant: 1527 Gervais Phase 2 LLC, c/o Robert B. Lewis*

*Staff Recommendation: Approval*

*PC Recommendation: 11/9/2023; Approval (7-0)*

*First reading approval was given on December 19, 2023.*

### **ORDINANCES - FIRST READING**

15. Ordinance No.: 2024-001 - Authorizing the City Manager to execute a Lease Agreement between the City of Columbia and One Columbia for Arts and Culture for 932 square feet of office space located at Taylor Street Garage, 1600 Assembly Street

### **EVENT RESOLUTIONS**

16. Resolution No.: R-2023-095 - Authorizing consumption of beer and wine beverages only at the Columbia Mardi Gras Festival at City Roots Urban Farm in the 1000 block of Airport Boulevard between Jim Hamilton Boulevard and the north side of the entrance into Hunter Gatherer on Saturday, February 10, 2024

### **APPOINTMENTS**

17. City Council Committees

### **CITY COUNCIL REPORTS, REFERRALS, AND NEW BUSINESS**

### **PUBLIC INPUT**



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**EXECUTIVE SESSION**

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

*Department of Mental Health Surplus Property*

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

*Lumos Fiber of South Carolina, LLC Franchise Agreement*

**ADJOURNMENT**



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**MEETING DATE:** January 9, 2024

**DEPARTMENT:** City Clerk

**FROM:** *Erika Hammond, City Clerk*

**SUBJECT:** Council is asked to approve the December 19, 2023 Work Session and Council Meeting Minutes.

**FUNDING SOURCE & ORIGINAL BUDGET:**

**ATTACHMENTS:**

- **#a:** MN\_12192023\_WS (DOCX)
- **#b:** MN\_12192023 (DOCX)





## COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, DECEMBER 19, 2023

### CALL TO ORDER

The Columbia City Council conducted a Work Session on Tuesday, December 19, 2023 at City Hall (Mayor's Conference Room), 1737 Main Street, Columbia, South Carolina. The Honorable Daniel J. Rickenmann, Mayor called the meeting to order at 1:10 p.m. and the following members of Council were present: The Honorable Howard E. Duvall, Jr., The Honorable Aditi Bussells, The Honorable Tina N. Herbert, and The Honorable Peter M. Brown. The Honorable William Brennan participated remotely. The Honorable Edward H. McDowell, Jr., Mayor Pro-Tem was absent. 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 Peter M. Brown offered the invocation.

### CITY COUNCIL DISCUSSION

2. Parking Services Update - Ms. Missy Gentry, P.E., Assistant City Manager for Development Services

*Parking Operations Overview - Ms. Elle Matney, Parking Services Director and Mr. Kelvin Keisler, General Services Director*

Ms. Missy Gentry, Assistant City Manager for Development Services said parking is an enterprise of the city made up of 45 employees, 11 decks, 14 surface lots, over 3,600 parking meters, residential parking, event parking, bagged meters, and valet permits. The current revenue is around \$9.6 million.

Ms. Elle Matney, Parking Services Director said Parking Services is split into two divisions: operations and facilities. Operations includes enforcement, the meter shop the front office, customer service, events, and the parking services liaison. Facilities includes maintenance and cleaning. We accommodate nine hotels and we service over 500 staff members with the city. We support and average of 29 events each month. We issue over 8,700 citations; bag over monthly 500 meters; and receive over 70,000 Passport transactions each month.

Ms. Tori Salvant, Deputy Director of Parking Services said that merchants can purchase validations for their patrons at Passportinc.com. We now we have text-to-park. You can text PARK to 30843 then follow the workflow. We have been utilizing Passport since 2015. In that time frame, we have had 6.1 million transactions, 382,000 active users, and \$9.4 million in total revenue. Park



## COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, DECEMBER 19, 2023

Hub is a cashless event module that we have been using since December 2022. It allows those attending the event to tap and pay. Everything reports in real time so we are immediately able to see our revenue. Onsite revenue is \$447,000 with over 34,000 cars parked. The Barnacle is a demobilization device that we began using in September 2023 in conjunction with towing. We're currently using six devices in designated areas. Soon, we will be using the T2 collection services for parkers who decide not to pay their citations. On the 61<sup>st</sup> day, those citations are transferred over to the collection services. Also coming soon, is the ability to appeal a citation electronically,

There was an in-depth discussion about use of the Passport app versus text-to-park and distribution of information to customers, average transaction amounts, the maximum amount of time for parking meters, exploration of a singular app for parking services, and how citations are reviewed.

Ms. Elle Matney, Parking Services Director said the T2 Loop pay parking system is what we currently have. The Loop pay stations take cash but no change is provided. If we move forward with the Loop pay stations, the smartcard will no longer be accepted. You can still do the T2 extend by phone and coupon validation.

There was discussion about the addition of pay by block, dynamic parking and the options for parking systems.

Mr. Kelvin Keisler, Director of General Services said that we have several projects underway for parking facilities worth about \$1.2 million to include elevator replacements at Lady Street and Sumter Street; two water sealant projects at PJ Canon and Lincoln Street garages; and two exterior cleaning and painting projects at Lady Street and Taylor Street parking decks. There are capital improvements and maintenance needs for our facilities. The most pressing need in parking facilities is funding. We need \$2.5 million in year one for renovations at the Sumter, Lady, Washington, and Taylor Street garages. The needs at these facilities currently are structural, water proofing, operation systems, and aesthetics.

There was a discussion about taking advantage of available grants and adding public art, solar technology, and bathroom facilities.

**Mr. Brennan left the meeting at 2:02 p.m.**

### **EXECUTIVE SESSION**

Upon a motion by Mr. Duvall and seconded by Dr. Bussells, Council voted unanimously to enter into Executive Session at 2:03 p.m. for the discussion of **Items 2 and 3**.



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2. Receipt of legal advice related to matters covered by attorney-client privilege pursuant to S.C. Code §30-4-70(a)(2)
    - *Convention Center*
  3. Discussion of negotiations incident to proposed contractual arrangements pursuant to S.C. Code §30-4-70(a)(2)
    - *WGI Engineering Firm*
    - *Emergency Services Consulting International*

**ADJOURNMENT**

The meeting was adjourned at 3:58 p.m.

Respectfully submitted:

Erika D. Moore Hammond, CMC  
City Clerk



## COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, DECEMBER 19, 2023

### **CALL TO ORDER**

The Columbia City Council conducted a regular meeting on Tuesday, December 19, 2023 at City Hall (Council Chambers), 1737 Main Street, Columbia, South Carolina. The Honorable Daniel J. Rickenmann called the meeting to order at 4:12 p.m. and the following members of Council were present: The Honorable Howard E. Duvall, Jr., The Honorable William Brennan, The Honorable Aditi Bussells, The Honorable Tina N. Herbert, and The Honorable Peter M. Brown. The Honorable Edward H. McDowell, Jr., Mayor Pro-Tem was absent. 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.

### **PLEDGE OF ALLEGIANCE**

### **INVOCATION**

The Honorable Peter M. Brown offered the invocation.

### **ADOPTION OF AGENDA**

Upon a motion made by Mr. Duvall and seconded by Ms. Herbert, Council voted unanimously to remove Item 9 from the Consent Agenda.

### **PUBLIC INPUT RELATED TO ITEMS ON THE AGENDA**

Mr. Wade Fulmer expressed concerns with non-enforcement of animal control ordinances.

Mr. David Turner said I represent LTC Hospitality, which is the largest hospitality group here in the city of Columbia. We are excited to be able to reserve the 1600 block this year for Main Street's New Year's Eve party. We have ticketed events at restaurants and other events open to public and we're asking for approval of item 27.

### **APPROVAL OF MINUTES**

1. Council is asked to approve the November 14, 2023 Work Session and December 5, 2023 Council Meeting Minutes. - *Approved*

Upon a motion made by Dr. Bussells and seconded by Mr. Duvall, Council voted unanimously to approve the November 14, 2023 Work Session and December 5, 2023 Council Meeting Minutes.



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2. Council is asked to approve the May 2, 2023 Budget Workshop and June 6, 2023 Special Called Meeting Minutes. - *Approved*

Upon a motion made by Ms. Herbert and seconded by Mr. Duvall, Council voted unanimously to approve the May 2, 2023 Budget Workshop and June 6, 2023 Special Called Meeting Minutes.

**PRESENTATIONS**

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

Ms. Teresa Wilson, City Manager said today marks the last City Council meeting of Councilman Howard Duvall. We know our paths will continue to cross, but we want you to remember us well. We are going to share a video and items that are from the staff and the Council. It takes a while to honor a man who has served a total of 50 years in good governance.

Ms. Sara Hollar, Deputy Public Works Director along with Mr. Brian Neiger, Superintendent of Forestry and Beatification presented Councilman Duvall with an honorary tree planting and a plaque that was installed in front of City Hall. She said your passion for trees started long before you came to the city of Columbia. We see it every year at our Arbor Day Program. Arbor Day is also a requirement for our Tree City USA designation and Columbia is the longest running Tree City USA in South Carolina. We would also like to have you as our guest of honor at our first public meeting to celebrate the \$290,000 grant the city has received to plant 1,500 trees on private property. There is an education piece and we will teach people the benefits of planting trees and how to properly plant and maintain them.

Mr. Aubrey Jenkins, Fire Chief presented Councilman Duvall with a certificate designating him as an honorary member of the Columbia Fire Department. He also presented him with the chief's coin, which represents excellence. He said we want to present this to you because you fought so hard for us and we appreciate all that you did.

Mr. William "Skip" Holbrook, Police Chief presented Councilman Duvall with the Chief's Award for Excellence. He said it has been a privilege to serve with you professionally and personally. You're what we expect out of an elected official. You have always advocated for safety and supported the mission of our city.

Ms. Missy Caughman, Budget, Program Management & Grants Director presented Mr. Duvall with a framed Athenian Oath.



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Councilor Duvall said I have enjoyed my eight years serving the city of Columbia. I've worked with a lot of you on projects that have made the city better. We have an outstanding City staff. I have worked in municipal government since 1974 and it has been inspiring for me to see how professional this staff is. I think that reflects not only on our city but on our City Manager. Most people don't understand that our City Manager is exceptional. I want to thank the City Council. This council is one of the best I've ever seen. It works well together because we understand that we have seven different opinions that get espoused in any debate that we have. By respecting each other, we add to the correctness of any decision that we make. It gives me great comfort that Mr. Tyler Bailey is going to be sitting up here. I think he will do a great job.

**ORDINANCE - FIRST READING**

4. Ordinance No.: 2023-138 - Amending Ordinance 2023-063 to Adopt the Budget for the City of Columbia, South Carolina, for the Fiscal Year ending June 30, 2024 – *Approved on first reading.*

Upon a motion made by Mr. Duvall and seconded by Ms. Herbert, Council voted unanimously to give first reading approval to Ordinance No.: 2023-138 - Amending Ordinance 2023-063 to adopt the Budget for the City of Columbia, South Carolina, for the Fiscal Year ending June 30, 2024.

**CONSENT AGENDA ITEMS 5 THROUGH 18**

Upon a single motion by Ms. Herbert and seconded by Mr. Brown, Council voted unanimously to approve **Consent Agenda Items 5** through **8** and **10** through **18**.

5. Council is asked to approve the Fiscal Year 2023/2024 Contract Renewal for Improvement and Operational Services within the Downtown Business Improvement District, as requested by the Economic Development Department. Award to the City Center Partnership in the amount of \$70,000.00. This firm is located in Columbia, S.C. - *Approved*

*Funding Source: Economic Development Special Contracts (5511301-638300). The original budget amount is \$70,000.00.*

6. Council is asked to approve the Purchase of Radios, Laptop Equipment and Accessories for the Columbia Police Department, as requested by the Fleet Services Division. Award to the following vendors, using the SC State Contract in the amount of \$254,510.04. – *Approved*



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*Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment-Capital (6308972-658500). The original budget amount is \$254,510.04.*

| <b>Item</b>                                                                                                                                       | <b>Vendor</b>                          | <b>Description</b>                                                                            | <b>Department</b>          | <b>Amount</b>       |
|---------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|-----------------------------------------------------------------------------------------------|----------------------------|---------------------|
| a.                                                                                                                                                | Motorola Solutions<br>Sumter, SC       | (17) Digital Operation Software Equipment, as requested by Fleet Services on November 3, 2023 | Columbia Police Department | \$118,590.57        |
| <i>Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment-Capital (6308972-658500). The original budget amount is \$118,590.57.</i>  |                                        |                                                                                               |                            |                     |
| b.                                                                                                                                                | Synnex Corporation<br>Greenville, SC   | (4) Laptop & Havis vehicle dock equipment, as requested by Fleet Services on November 3, 2023 | Columbia Police Department | \$75,180.27         |
| <i>Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment-Capital (6308972-658500). The original budget amount is \$75,180.27.</i>   |                                        |                                                                                               |                            |                     |
| c.                                                                                                                                                | Utility Associates Inc.<br>Decatur, GA | (2) Rocket Communications, as requested by Fleet Services on November 3, 2023                 | Columbia Police Department | \$60,739.20         |
| <i>Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment - Capital (6308972-658500). The original budget amount is \$60,739.20.</i> |                                        |                                                                                               |                            |                     |
| <b>Total Amount:</b>                                                                                                                              |                                        |                                                                                               |                            | <b>\$254,510.04</b> |

7. Council is asked to approve the Annual Software Maintenance Support for Mobile Area Routing and Vehicle Location Information System (MARVLIS), as requested by the Columbia Police Department on November 17, 2023. Award to Bradshaw Consulting Services, Inc. in the amount of \$87,952.36. This vendor is located in Aiken, SC. - *Approved*

*Funding Source: Police Administrative Services - Maintenance and Service Contract (1012402-638200). The original budget amount is \$87,952.36.*

8. Council is asked to approve the Purchase of Fleet In-Car Video Systems with Extended Warranties, as requested by the Columbia Police Department on October 12, 2023. Award to Axon Enterprise, Inc. using the Sourcewell Cooperative Contract in the amount of \$299,980.65. This vendor is located in Scottsdale, AZ. - *Approved*

*Funding Source: Police Administration Services - Cloud Based Solution Services (1012402-632170). The original budget amount is \$299,980.65.*

9. Council is asked to approve Project CP901201; Design Services for the City of Columbia Law Enforcement and Judicial Center Up-Fit Renovations, as requested by the General





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Services Department on August 28, 2023. Award to LS3P in an amount not to exceed \$1,647,594.10, which includes contingency. The initial term of the contract will take effect upon issuance of a Notice to Proceed with an end date two years from commencement with the option to renew for two additional one-year periods. This firm is located in Columbia, SC. - *Approved*

*Funding Source: General Capital Projects - 400 Laurel Street AFLAC Building - Professional Services (4039999-CP901201-636600). The original budget amount is \$1,647,594.10.*

*LS3P is the prime and will be provide data collection, facility conditions assessment, site and utility survey, geotechnical analysis, inventory, programming and space planning, and design services at 65.91% (\$987,218.32) of the total contract amount.*

*The following subconsultants will also be providing additional services:*

*ADC Engineering, Inc., located in Irmo, SC, will provide civil and structural engineering services at 7.10% (\$106,340.00) of the total contract amount.*

*CMTA, Inc., located in Irmo, SC, will provide mechanical, electrical, plumbing, and fire protection engineering, audio visual and security consulting services at 25.21% (\$377,594.81) of the total contract amount.*

*CGL, located in Columbia, SC, will provide municipal courts programming and planning consulting at .80% (\$12,000.00) of the total contract amount.*

*Quantum Reality Capture, located in Charleston, SC, will provide Light Detection and Ranging (LiDAR) 3D building mapping and modeling services at .98% (\$14,660.00) of the total contract amount.*

Upon a motion made by Mr. Duvall and seconded by Mr. Brown, Council voted unanimously to approve Project CP901201; Design Services for the City of Columbia Law Enforcement and Judicial Center Up-Fit Renovations, as requested by the General Services Department on August 28, 2023. Award to LS3P in an amount not to exceed \$1,647,594.10, which includes contingency. The initial term of the contract will take effect upon issuance of a Notice to Proceed with an end date two years from commencement with the option to renew for two additional one-year periods. This firm is located in Columbia, SC.

10. Council is asked to approve a new Professional Services Contract for Project PK005002; Martin Luther King Park Playground, as requested by the Parks and Recreation Department on February 22, 2023. Award to Barrs Recreation, LLC in an amount not to exceed \$150,000.00, which includes contingency. The initial term of the contract will take effect upon the issuance of a Notice to Proceed with an end date six months from commencement





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and the option to renew for two additional one-year periods. This contractor is located in Pittsboro, NC. – *Approved*

*Funding Source: General Capital Projects - Martin Luther King Park Playground Project - Capital Project Costs (4039999-PK005002-658650). The original budget amount is \$150,000.00.*

*Barrs Recreation, LLC is the prime and will perform custom design, drainage, and irrigation installation services at 40.10% (\$58,116.20) of the total contract amount.*

*The following subcontractors will provide additional services:*

*Outback Creations, LLC, located in Wilmington, NC, will provide equipment installation services at 11.60% (\$16,810.00) of the total contract amount.*

*Replay Surfacing, located in Charlotte, NC, will provide pour-in-place surfacing services at 48.3% (\$70,000.00) of the total contract amount.*

11. Council is asked to approve the Purchase of a Vacuum Truck System for the Metro Wastewater Treatment Plant, as requested by Fleet Services Division on November 13, 2023. Award to Jet Vac Equipment Company, using the Sourcewell Cooperative Contract in the amount of \$465,980.42. This vendor is located in Sumter, SC. - *Approved*

*Funding Source: Utilities Metro Wastewater Plant - Auto, Trucks, Heavy-Equipment Capital (5516208-658500). The original budget amount is \$465,980.42.*

12. Council is asked to approve Contract Amendment #6 to the Indefinite Delivery Contract for Engineering Services related to Wastewater Flood Mitigation, as requested by Columbia Water on November 20, 2023. Award to AECOM in the amount of \$61,531.24. The current term of the contract ends on December 31, 2023 and this amendment extends the contract term to August 31, 2025. This firm is located in Columbia, SC. – *Approved*

*Funding Source: FEMA Grants Control - 2015 October Flood Recovery (2539999-638400). The current budget amount is \$790,000.00. The budget amount for this amendment is \$61,531.24. The total revised budget amount is \$851,531.24.*

13. Council is asked to approve Contract Amendment #3 for Project SS7583; Saluda River 02 and Broad River 04 Engineer Led Find and Fix Rehabilitation, as requested by Columbia Water on November 7, 2023. Award to Weston and Sampson Engineers, Inc., in the amount of \$228,010.00. The current term of the contract ends on December 31, 2023 and this amendment extends the contract base period to December 31, 2024. This firm is located in Columbia, SC. – *Approved*



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*Funding Source: Water and Sewer Capital Projects - SR02 Find and Fix Rehab - Capital Project Cost (5529999-SS758301-658650). The current budget amount is \$948,765.00. The budget amount for this amendment is \$228,010.00. The total revised budget amount is \$1,176,775.00.*

*This is a Clean Water 2020 Program project and a Mentor Protégé Program project. Weston and Sampson Engineers, Inc., is the mentor and will provide additional project management, construction inspection, and engineering services at 78.07% (\$178,010.00) of the amendment amount.*

*4D Engineering, a Minority Business Enterprise (W), located in Lexington, SC, is the protégé and will provide construction administration and observation services at 21.93% (\$50,000.00) of the amendment amount.*

14. Council is asked to approve a new Professional Services Contract for Project WM4750; Water System Hydraulic Modeling, as requested by Columbia Water on November 27, 2023. Award to Hazen and Sawyer in an amount not to exceed \$578,884.00. The initial term of the agreement will take effect upon issuance of a Notice to Proceed with an end date of June 30, 2024 and the option to renew for one additional one year period. This firm is located in Columbia, SC. – *Approved*

*Funding Source: Engineering Water System Improvement - Special Contracts Water/Sewer, Stormwater (5516220-638305). The original budget amount is \$578,884.00.*

*This is a Mentor Protégé Program project. Hazen and Sawyer is the mentor and will provide project administration, hydraulic model development, existing and future system analysis and summary, and capital improvement program development services at 80% (\$463,107.00) of the total contract amount.*

*DESA Inc. a Minority Business Enterprise (W), located in Columbia, SC, is the protégé and will provide consulting services at 20% (\$115,777.00) of the total contract amount.*

15. Council is asked to approve a new Professional Services Contract for Water Tank Repainting and Maintenance, as requested by Columbia Water on March 2, 2023. Award to Southern Corrosion, Inc. in an amount not to exceed \$998,264.00. The initial term of the contract will take effect January 1, 2024 through June 30, 2024 with the option to renew for ten additional one-year periods. This firm is located in Roanoke Rapids, NC. – *Approved*



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*Funding Source: Utilities Lake Murray Water Plant - Special Contracts Water System, Storm Water (5516207-638305) and Columbia Canal Water Treatment Plant - Special Contracts Water System, Storm Water (5516206-63805). The original budget amount is \$998,264.00.*

16. Council is asked to approve a new Contract for Utility Billing, Postage and Parking Printing Services, as requested by Columbia Water on May 30, 2023. Award to Matrix Imaging Solutions, LLC dba DataProse in an amount not to exceed \$766,815.18. The initial term of the contract will take effect upon issuance of a Notice to Proceed with an end date of June 30, 2024, and the option to renew for four additional one-year periods. This firm is located in Coppell, TX. – *Approved*

*Funding Source: Customer Care - Special Contract (5511407-638300). The original budget amount is \$766,815.18.*

17. Council is asked to approve new Indefinite Delivery Contracts (IDC) for Water System Repairs, as requested by Columbia Water on August 22, 2023. Award to the following contractors in the total amount of \$1,600,000.00. Project specific administration shall be required, executed, and issued for each waterline/hydrant leak restoration service project awarded under the approved IDCs. – *Approved*

*These are Mentor Protégé Program projects and the protégées will receive a minimum of 20% of the total contract amount.*

| Item                                                                                                                   | Vendor and Location                       | Description                                                                          | Term                                                                                 | Amount       |
|------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|--------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|--------------|
| a.                                                                                                                     | Lake Murray Utility Company<br>Chapin, SC | IDC for Waterline System Repairs, as requested by Columbia Water on August 22, 2023. | Initial term of six months with four one year renewal periods (1/1/2024 - 6/30/2024) | \$400,000.00 |
| <i>Funding Source: Utilities Water Distribution &amp; Maintenance - Special Projects (5516203-638500) \$400,000.00</i> |                                           |                                                                                      |                                                                                      |              |

|                                                                                                                        |                                          |                                                                                      |                                                                                      |              |
|------------------------------------------------------------------------------------------------------------------------|------------------------------------------|--------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|--------------|
| b.                                                                                                                     | LAD Construction<br>Swansea, SC          | IDC for Waterline System Repairs, as requested by Columbia Water on August 22, 2023. | Initial term of six months with four one year renewal periods (1/1/2024 - 6/30/2024) | \$200,000.00 |
| <i>Funding Source: Utilities Water Distribution &amp; Maintenance - Special Projects (5516203-638500) \$200,000.00</i> |                                          |                                                                                      |                                                                                      |              |
| c.                                                                                                                     | G. H. Smith Construction<br>Columbia, SC | IDC for Waterline System Repairs, as requested by Columbia Water on August 22, 2023. | Initial term of six months with four one year renewal periods (1/1/2024 - 6/30/2024) | \$400,000.00 |



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|                                                                                                                                  |                                                  |                                                                                      |                                                                                      |                       |
|----------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|--------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|-----------------------|
|                                                                                                                                  |                                                  | 22, 2023.                                                                            | (1/1/2024 - 6/30/2024)                                                               |                       |
| <i>Funding Source: Utilities Water Distribution &amp; Maintenance - Special Projects (5516203-638500)</i><br><b>\$400,000.00</b> |                                                  |                                                                                      |                                                                                      |                       |
| d.                                                                                                                               | Carolina Tap and Bore, Inc.<br>West Columbia, SC | IDC for Waterline System Repairs, as requested by Columbia Water on August 22, 2023. | Initial term of six months with four one year renewal periods (1/1/2024 - 6/30/2024) | <b>\$400,000.00</b>   |
| <i>Funding Source: Utilities Water Distribution &amp; Maintenance - Special Projects (5516203-638500)</i><br><b>\$400,000.00</b> |                                                  |                                                                                      |                                                                                      |                       |
| e.                                                                                                                               | Williams Infrastructure<br>Columbia, SC          | IDC for Waterline System Repairs, as requested by Columbia Water on August 22, 2023. | Initial term of six months with four one year renewal periods (1/1/2024 - 6/30/2024) | <b>\$200,000.00</b>   |
| <i>Funding Source: Utilities Water Distribution &amp; Maintenance - Special Projects (5516203-638500)</i><br><b>\$200,000.00</b> |                                                  |                                                                                      |                                                                                      |                       |
| <b>Total Amount:</b>                                                                                                             |                                                  |                                                                                      |                                                                                      | <b>\$1,600,000.00</b> |

18. Ordinance No.: 2023-131 - Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (Southern Realty Development Corp., 1101 Wayne, LLC, Cola CH Holdings, LLC and VBH Holdings, LLC, Richland County TMS #08916-11-02 and TMS #08916-11-05A formerly referred to as Project Vista Depot) – *Approved on second reading.*

*Endorsed by the Economic Development and Infrastructure Committee on October 17, 2023.*

*First reading approval was given on December 5, 2023.*

**PUBLIC HEARING & FIRST READING APPROVAL FOR ZONING/PLANNING MATTERS**

**Council opened the public hearing at 4:59 p.m.**

19. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 0.04-acre portion of 702 Percival Road; TMS#16813-04-01 (portion) – *Approved on first reading.*

*Ordinance No.: 2023-132 - Annexing a 0.04-acre portion of 702 Percival Road, Richland County TMS #16813-04-01 (portion) into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map – Approved on first reading.*



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*Council District: 4*

*Proposal: Request to annex the property, assign land use classification of Urban Edge Mixed Residential (UEMR) and assign zoning of Residential Mixed District (RM-1) for a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned RM-HD by Richland County.*

*Applicant: Outlandis Corporation/Addison Pointe, LP*

*Staff Recommendation: Approval*

*PC Recommendation: 11/9/2023; Approval (7-0)*

Ms. Krista Hampton, Director of Planning and Development said this is to help facilitate an entrance to the property. Councilman Duvall, you literally wrote the book on comprehensive planning and annexation; thank you.

*No one appeared at this time.*

Upon a motion made by Mr. Brennan and seconded by Dr. Bussells, Council voted unanimously to give first reading approval to the Annexation, Future Land Use Map Amendment, and Zoning Map Amendment for 0.04-acre portion of 702 Percival Road; TMS#16813-04-01 (portion) and Ordinance No.: 2023-132 - Annexing a 0.04-acre portion of 702 Percival Road, Richland County TMS #16813-04-01 (portion) into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map.

### 20. ZONING MAP AMENDMENT for 1213 Pickens St. TMS#11401-05-09 – *Approved on first reading.*

*Ordinance No.: 2023-134 - Amending the Official Zoning Map to modify the zoning for 1213 Pickens Street, Richland County TMS# 11401-05-09 – Approved on first reading.*

*Council District: 2*

*Proposal: Request to rezone the property from Downtown Activity Center District (DAC) in the City Center Design Overlay District (OV-CC) to Mixed-Use District (MU-2) in the City Center Design Overlay District (OV-CC)*

*Applicant: 1527 Gervais Phase 2 LLC, c/o Robert B. Lewis*

*Staff Recommendation: Approval*



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*PC Recommendation: 11/9/2023; Approval (7-0)*

*No one appeared at this time.*

Upon a motion made by Mr. Duvall and seconded by Dr. Bussells, Council voted unanimously to give first reading approval to the Zoning Map Amendment for 1213 Pickens St. TMS#11401-05-09 and Ordinance No.: 2023-134 - Amending the Official Zoning Map to modify the zoning for 1213 Pickens Street, Richland County TMS# 11401-05-09. Mr. Brennan abstained from voting due to a conflict of interest.

**Council closed the public hearing at 5:02 p.m.**

### **ORDINANCES - FIRST READING**

21. Ordinance No.: 2023-135 - Granting an encroachment to Huger Street Property, LLC, for the use of the right of way area of the 400 block of Huger Street for the installation and maintenance of landscaping and irrigation adjacent to 419 Huger Street, Richland County TMS# 08913-01-04 – *Approved on first reading.*

Upon a motion made by Dr. Bussells and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to Ordinance No.: 2023-135 - Granting an encroachment to Huger Street Property, LLC, for the use of the right of way area of the 400 block of Huger Street for the installation and maintenance of landscaping and irrigation adjacent to 419 Huger Street, Richland County TMS# 08913-01-04.

22. Ordinance No.: 2023-136 - Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (OREI Columbia 22.5 Acres Property Owner, LLC, formerly referred to as Project OREI, Portion of Richland County TMS No. R25600-03-04) – *Approved on first reading.*

*Endorsed by the Economic Development and Infrastructure Committee on November 14, 2023.*

Upon a motion made by Dr. Bussells and seconded by Mr. Brennan, Council voted unanimously to give first reading approval to Ordinance No.: 2023-136 - Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (OREI Columbia 22.5 Acres Property Owner, LLC, formerly referred to as Project OREI, Portion of Richland County TMS No. R25600-03-04).





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23. Ordinance No.: 2023-137 - Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (Earlewood Apartment Rental Properties, LLC, formerly referred to as Project Streams, Richland County TMS Nos. R09108-08-04, R9108-08-03, & R09107-02-01) – *Approved on first reading.*

*Endorsed by the Economic Development and Infrastructure Committee on November 14, 2023.*

Upon a motion made by Ms. Herbert and seconded by Dr. Bussells, Council voted unanimously to give first reading approval to Ordinance No.: 2023-137 - Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (Earlewood Apartment Rental Properties, LLC, formerly referred to as Project Streams, Richland County TMS Nos. R09108-08-04, R9108-08-03, & R09107-02-01).

Councilman Brown requested additional information from staff about the projects. He said there is a real economic development mode right now in the city it's important that we let the citizens know about all the good things that are happening all over Columbia.

Ms. Grace Salter, Business Recruitment Manager for Economic Development said Project Orei is a project that is going to bring housing to an underutilized area in Columbia. We are looking a total public infrastructure of \$12.5 million and total capital investment of \$65 million. Over 30 years, this project will produce an estimated \$57,314,939 in property tax revenue. For Project Streams, these are 300 new market rate apartment units that are going to be located on an 8.46 acre site near the intersection of Sunset and River Drive. A 520 space structure parking deck will include 42 surface spaces and resident amenities. Total project investment is going to be \$93 million. Over 30 years, the project will produce an estimated \$78,730,741 in property tax revenue.

24. Resolution No.: R-2023-096 - Certifying Building Site as an Abandoned Building Pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the South Carolina Code of Laws (1976), as amended, regarding property located at 2439 Read Street, Columbia, South Carolina, Richland County TMS # R11505-12-13. – *Approved*

Upon a motion made by Mr. Duvall and seconded by Ms. Herbert, Council voted unanimously to approve Resolution No.: R-2023-096 - Certifying Building Site as an Abandoned Building Pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the South Carolina Code of Laws (1976), as amended, regarding property located at 2439 Read Street, Columbia, South Carolina, Richland County TMS # R11505-12-13.





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25. Resolution No.: R-2023-101 - Amending 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 to add Columbia Housing Community Safety to the list of agencies

Upon a motion made by Dr. Bussells and seconded by Mr. Duvall, Council voted unanimously to approve Resolution No.: R-2023-101 - Amending 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 to add Columbia Housing Community Safety to the list of agencies.

26. Resolution No.: R-2023-097 - Authorizing consumption of beer and wine only for a New Year's Eve Event at the 1600 block of Main Street between Taylor Street and Blanding Street on Sunday, December 31, 2023 - *Approved*

Upon a motion made by Dr. Bussells and seconded by Mr. Brown, Council voted unanimously to approve Resolution No.: R-2023-097 - Authorizing consumption of beer and wine only for a New Year's Eve Event at the 1600 block of Main Street between Taylor Street and Blanding Street on Sunday, December 31, 2023.

27. Resolution No.: R-2023-098 - Authorizing consumption of beer and wine only at First Thursdays on Main Street during 2024 - *Approved*

Upon a motion made by Mr. Duvall and seconded by Dr. Bussells, Council voted unanimously to approve Resolution No.: R-2023-098 - Authorizing consumption of beer and wine only at First Thursdays on Main Street during 2024.

28. Resolution No.: R-2023-100 - Authorizing tastings only of locally produced wine and beer only provided by market vendors and operation of Soda City, an open-air market featuring farmers and food from January 1, 2024 to December 31, 2028 with an option to renew for an additional five (5) years if agreed upon in writing by both parties within the 1400 and 1500 blocks of Main Street excluding Boyd Plaza and the sidewalk areas, and based on growth and/or seasonal fluctuations expanding to the 1300 block of Main Street excluding the sidewalk areas and closing the intersection of Hampton Street and Main Street, and based on growth and/or seasonal fluctuations expanding into the 1600 block of Main Street



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between Blanding Street and Taylor Street excluding the sidewalk areas and without closing the intersection and authorizing the City Manager to execute an Agreement between the City of Columbia and Market Hall LLC dba Soda City for use of the 1400 and 1500 block of Main Street excluding Boyd Plaza and the sidewalk areas and based on growth and/or seasonal fluctuations expanding to the 1300 block of Main Street excluding the sidewalk areas, closing the intersection of Hampton Street and Main Street for Soda City and the 1600 block of Main Street between Blanding and Taylor Street, excluding the sidewalk areas and without closing the intersections; and authorize City staff to require vendors to remove items City staff deems not to be in compliance, to authorize the relocation of Soda City for move-in dates of The Hub, Latinfest, SC Pride and Jam Room Music festivals only to the 1600 block of Main Street, excluding the sidewalk areas and without closing the intersection of Taylor Street and Main Street and based on growth and/or seasonal fluctuations into the 1700 block of Main Street between Blanding Street and Laurel Street excluding the sidewalk areas and without closing the intersection of Blanding Street or the intersection of Laurel Street - *Approved*

Upon a motion made by Mr. Duvall and seconded by Dr. Bussells, Council voted unanimously to approve Resolution No.: R-2023-100 - Authorizing tastings only of locally produced wine and beer only provided by market vendors and operation of Soda City, an open-air market featuring farmers and food from January 1, 2024 to December 31, 2028 with an option to renew for an additional five (5) years if agreed upon in writing by both parties within the 1400 and 1500 blocks of Main Street excluding Boyd Plaza and the sidewalk areas, and based on growth and/or seasonal fluctuations expanding to the 1300 block of Main Street excluding the sidewalk areas and closing the intersection of Hampton Street and Main Street, and based on growth and/or seasonal fluctuations expanding into the 1600 block of Main Street between Blanding Street and Taylor Street excluding the sidewalk areas and without closing the intersection and authorizing the City Manager to execute an Agreement between the City of Columbia and Market Hall LLC dba Soda City for use of the 1400 and 1500 block of Main Street excluding Boyd Plaza and the sidewalk areas and based on growth and/or seasonal fluctuations expanding to the 1300 block of Main Street excluding the sidewalk areas, closing the intersection of Hampton Street and Main Street. for Soda City and the 1600 block of Main Street between Blanding and Taylor Street, excluding the sidewalk areas and without closing the intersections; and authorize City staff to require vendors to remove items City staff deems not to be in compliance, to authorize the relocation of Soda City for move-in dates of The Hub, Latinfest, SC Pride and Jam Room Music festivals only to the 1600 block of Main Street, excluding the sidewalk areas and without closing the intersection of Taylor Street and Main Street and based on growth and/or seasonal fluctuations into the 1700 block of Main Street between Blanding Street and Laurel Street excluding the sidewalk areas and without closing the intersection of Blanding Street or the intersection of Laurel Street.



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**CITY COUNCIL COMMITTEE REPORTS, REFERRALS, AND NEW BUSINESS**

Upon a motion made by Mr. Brown and seconded by Ms. Herbert, Council voted unanimously to refer a review of the policy for Food Trucks to the Administrative Policy Committee.

**PUBLIC INPUT**

Mr. Harold Murray said on behalf of the Greenview community, we appreciate Councilman Duvall's service. He was prompt and very professional in addressing the needs of the community. I am concerned about stabilizing and maintaining the leadership of Greenview Park, which is an integral part of the community. I received a complaint from a parent in regards to the waterpark being unsanitary. I have already contacted Mr. Davis.

**ADJOURNMENT**

The meeting was adjourned at 5:17 p.m.

Respectfully submitted:

Erika D. Moore Hammond, CMC  
City Clerk



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We Are Columbia

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**MEETING DATE:** January 9, 2024

**DEPARTMENT:** City Clerk

**FROM:** *Erika Hammond, City Clerk*

**SUBJECT:** Council is asked to approve a new Professional Services Contract for Downtown Small Business Popup Initiative, as requested by the Office of the Mayor on December 21, 2023. Award to Made With Cola Love in the amount of \$100,000.00. The term of the contract is February 1, 2024 through June 30, 2025. The firm is located in Columbia, SC.

**FUNDING SOURCE & ORIGINAL BUDGET:** Funding Source: Accommodations Tax Fund - 5% General Purpose

**ATTACHMENTS:**

- **#a:** Council Memo\_COLA LOVE Pop-up (DOCX)
- **#b:** COLA LOVE Contract (PDF)



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**We Are Columbia**

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**TO:** Honorable Daniel J. Rickenmann, Mayor & Members of City Council

**CC:** Ms. Teresa Wilson, City Manager  
Ms. Missy Gentry, Assistant City Manager

**FROM:** Ms. Ayesha Driggers, Director, Office of Business Opportunities

**DATE:** January 4, 2024

**SUBJECT:** Made With Cola Love Pop-up Shop and Downtown Revitalization Program

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Recommend approval to enter into contract with Made With Cola Love for a project focused on breathing new life into downtown Columbia by repurposing vacant commercial real-estate spaces for a dynamic series of small business popups. In addition to revitalizing these spaces, the project will be supported by the Made With Cola Love incubator program, providing a comprehensive ecosystem of support services to the participating businesses.

**CONTRACT**

COLA LOVE will enter into a professional services agreement with the City of Columbia. The contract period is February 1, 2024, through June 30, 2025. The City will make two separate installments of \$50,000 to COLA LOVE. The first payment will be made at the beginning of the contract and the second and final payment will be made July 2024, pending satisfactory progress of all work described in the contract. Full contract attached.

**FUNDING SOURCE**

The five percent general purpose from State Accommodations Tax will fund this program.

**MEASUREABLE OBJECTIVES**

The group, COLA LOVE, worked with the Office of Business Opportunities to identify measurable objectives to meet program and community goals. The second half of funding will be released upon progress related to the agreed upon benchmarks in the areas below:

- Economic revitalization and business growth
- Entrepreneurial empowerment and diversity
- Business sustainability and longevity
- Community engagement and interaction
- Data-driven decision making and impact assessment
- Knowledge transfer and scalability

The project will be supported by the Made With Cola Love incubator program, providing the below support services to the participating businesses:

- **Interactive Workshops and Events:** A series of workshops will be organized within the popups, covering topics such as entrepreneurship, creative skills, and community development. These workshops will be open to the public and provide opportunities for skill-building and knowledge-sharing.
- **Community-Driven Collaborations:** Collaborations with local artists, musicians, and performers will infuse the popups with a vibrant atmosphere. Live performances, art installations, and interactive displays will add a layer of engagement that extends beyond commerce.
- **Community Feedback and Input:** Regular feedback sessions and suggestion boxes will encourage community members to voice their opinions and ideas. This iterative feedback loop will ensure that the project remains responsive to the community's evolving needs.
- **PopUP Showcases:** Dedicated showcase events will allow the participating businesses to present their offerings to the community. These events will provide networking opportunities, allow for direct customer engagement, and foster a sense of pride among entrepreneurs.
- **Community-Initiated Initiatives:** Empowering the community to take the initiative, the project will invite residents to organize their events and workshops within the popups. This co-creation approach encourages a sense of ownership and active participation.
- **Collaboration with Local Organizations:** Partnering with local nonprofits, community organizations, and civic groups will extend the project's reach and align with existing community initiatives, strengthening collective efforts for positive change.

## **BACKGROUND**

- In summer 2023, the Mayor asked city staff to investigate pop-up programs in similar cities and create a proposal for a City of Columbia program. Research and brainstorming led to several concepts of how this type of program could work, along with recognition of resources that may be required to proceed.
- Simultaneously, in August 2023, COLA LOVE requested a meeting with the Mayor to pitch a full-service pop-up incubator to help give small businesses the resources they need to transition to a brick and mortar – Made With Cola Love. Shortly after, the group met with additional city staff to discuss how the program could be molded to fit the city's goals of empowering small businesses to their next step via partnership.
- In October 2023, the Office of Business Opportunities worked with COLA LOVE to establish a scope of work and program that fits the needs of our downtown community.
- Additionally, the City examined opportunities to assist businesses in appropriate city-owned spaces and this program would complement those efforts and allow for potential expansion in the future.

If approved, the partnership between the City and Made With Cola Love will be used to create new opportunities that will enhance the quality of life throughout downtown Columbia while strengthening our small businesses, repurposing vacant space and leading to growth throughout our City.

## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is entered into as of the date of the last signature affixed hereto, by and between the **City of Columbia** (hereinafter called the "City") and the **COLA LOVE** (hereinafter called the "Consultant"), to provide the services herein described.

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

### **1. CONTRACT FOR SERVICES**

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

### **2. SCOPE OF SERVICES AND TIME OF PERFORMANCE**

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

The Term of this Agreement shall begin once all parties have signed and last for a period of one year.

### **3. METHOD OF PAYMENT**

In consideration of the services performed hereunder and upon receipt and approval of an invoice, the City will make two (2) separate installments of \$50,000.00 to Consultant. The first payment of \$50,000 will commence at the beginning of the contract period and the final payment of \$50,000 will be made in July 2024, pending satisfactory progress of all work described in Appendix A.

### **4. FINDINGS CONFIDENTIAL**

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

### **5. ACCESS TO RECORDS**

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



## 6. COPYRIGHT

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

## 7. AMENDMENTS

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

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

## 8. ASSIGNABILITY/SUBCONTRACTING

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

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

## 9. INDEPENDENT CONSULTANT

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

## 10. TERMINATION OF AGREEMENT FOR CAUSE

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

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

#### 11. TERMINATION FOR CONVENIENCE OF THE CITY

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

#### 12. INTEREST OF CONSULTANT

The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement or which is averse to the interests of the City of Columbia. 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 its services available to other entities but agrees to refrain from representing other entities in matters where the position of the City conflicts with that of the other entity. The City may at its discretion, waive this provision. The 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.

#### 13. ETHICS

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

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

#### 14. INDEMNIFICATION

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

The Consultant shall 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 join in the defense.

#### 15. EQUAL EMPLOYMENT OPPORTUNITY

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

#### 16. SEVERABILITY

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

#### 17. COMPLIANCE WITH LOCAL LAWS

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

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

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

#### 18. PERSONNEL

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

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

#### 19. GOVERNING LAW

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

WHEREFORE, the City and the Consultant have entered into this Agreement as of the date of the last signature below.

#### **CITY OF COLUMBIA**

**BY: Teresa B. Wilson**

**ITS: City Manager**

\_\_\_\_\_  
**Signature:**

**DATE:** \_\_\_\_\_

**COLA LOVE**

**BY: Nell Fuller**

\_\_\_\_\_  
**Signature:**

**TITLE: Business Director**

**DATE:** \_\_\_\_\_

#### **WITNESS AS TO CITY**

**Tasha Watson**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Signature:**

**DATE:** \_\_\_\_\_

#### **WITNESS AS TO CONSULTANT**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Signature:**

**DATE:** \_\_\_\_\_

## **APPENDIX A - Scope of Work**

### **City of Columbia Agreement with the MADE WITH COLA LOVE**

The Made With Cola Love project, inspired by the "Vacant to Vibrant" initiative in San Francisco, aims to revitalize downtown Columbia, South Carolina, by repurposing vacant commercial real estate for small business popups. This transformative program includes an incubator component designed to support participating businesses comprehensively. By leveraging these vacant spaces and fostering local entrepreneurship, the project seeks to create a vibrant urban core that reflects the city's unique character and diversity.

The project design focuses on carefully selected vacant commercial spaces in downtown Columbia, with an emphasis on transparency and collaboration with local stakeholders. Diverse local businesses will be invited to participate in popups, aligning with project goals and contributing to the city's cultural and economic vibrancy. The Made With Cola Love Incubator Program, led by the Made With Cola Love team alongside experienced consultant Amy Jermain, will provide tailored support through a multi-platform approach, including peer mentorship and workshops on essential business skills.

During the one-month pilot, each popup will operate within a dynamic environment, with logistical support from the project team. Data collection tools will track progress and inform real-time adjustments, ensuring the project remains on target. Collaborative community events will promote engagement and cross-promotion among popup participants. Insights from the pilot will guide program refinements and expansion to support more local entrepreneurs. The integrated approach of activating vacant spaces, engaging local businesses, and offering support services ensures the project's enduring impact on downtown Columbia's economic growth, community collaboration, and entrepreneurial success.

## **OBJECTIVES**

### **Economic revitalization and business growth**

By April 1, 2024, Made With Cola Love will activate three (3) vacant commercial real-estate spaces in downtown Columbia with three (3) small business popups.

During the 1-month pop-up, the property will achieve a minimum 20% increase in foot traffic compared to baseline data.

During the 1-month pop up, small business participants will see an increase of 15% in their revenue as compared with baseline data.

During the 1-month pop up, small business participants will see an increase of 20% of brand visibility on social media through existing and/or Cola Love channels.

### **Entrepreneurial empowerment and diversity**

By June 30, 2024, 50% of the participating businesses will come from underrepresented and underserved backgrounds or offer products/services that celebrate the local cultural fabric.

By June 30, 2024, three (3) participating businesses will engage in business advising opportunities in the areas of: Growth Strategy and Mindset, HR & Leadership, Financial Management, Operations and Sales, and Marketing.

By June 30, 2024, three (3) participating businesses will engage in a peer mentor support program with other businesses/individuals.

By June 30, 2024, participating businesses will show an increase in knowledge and comfortability with business navigation services.

### **Business Sustainability and Longevity**

By June 30, 2024, participating businesses will expand their operational systems as compared with baseline data. (measured by staffing increases, SOPs in place, sales platform expansion, etc.)

By December 31, 2024, listing agents will see an increase in interest from potential long-term tenants.

By June 30, 2025, a minimum of two (2) businesses will have expanded to a permanent storefront and/or established a meaningful distribution partnership (digital or brick and mortar).

### **Community Engagement and Interaction**

By June 30, 2024, Made with Cola Love will facilitate a minimum of three (3) collaborative community events that involve both participating businesses participants and other stakeholders.

### **Data-Driven Decision Making and Impact Assessment:**

By June 30, 2024, Made with Cola Love will produce a comprehensive impact report that outlines key findings, trends, and insights derived from the data collected, highlighting both successes and areas for improvement.

### **Knowledge Transfer and Scalability:**

By June 30, 2024, Made With Cola Love will create a comprehensive guide that outlines the step-by-step process, challenges, and solutions encountered during the pilot, making it accessible to other municipalities interested in similar initiatives.



The Made With Cola Love project aims to breathe new life into downtown Columbia by repurposing vacant commercial real-estate spaces for a dynamic series of small business popups. In addition to revitalizing these spaces, the project will be supported by the Made With Cola Love incubator program, providing a comprehensive ecosystem of support services to the participating businesses.

- A. **Interactive Workshops and Events:** A series of workshops will be organized within the popups, covering topics such as entrepreneurship, creative skills, and community development. These workshops will be open to the public and provide opportunities for skill-building and knowledge-sharing.
- B. **Community-Driven Collaborations:** Collaborations with local artists, musicians, and performers will infuse the popups with a vibrant atmosphere. Live performances, art installations, and interactive displays will add a layer of engagement that extends beyond commerce.
- C. **Community Feedback and Input:** Regular feedback sessions and suggestion boxes will encourage community members to voice their opinions and ideas. This iterative feedback loop will ensure that the project remains responsive to the community's evolving needs.
- D. **PopUP Showcases:** Dedicated showcase events will allow the participating businesses to present their offerings to the community. These events will provide networking opportunities, allow for direct customer engagement, and foster a sense of pride among entrepreneurs.
- E. **Community-Initiated Initiatives:** Empowering the community to take the initiative, the project will invite residents to organize their events and workshops within the popups. This co-creation approach encourages a sense of ownership and active participation.
- F. **Collaboration with Local Organizations:** Partnering with local nonprofits, community organizations, and civic groups will extend the project's reach and align with existing community initiatives, strengthening collective efforts for positive change.

**Contract Period:** February 1, 2024 through June 30, 2025





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We Are Columbia

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**MEETING DATE:** January 9, 2024

**DEPARTMENT:** Procurement and Contracts

**FROM:** Shannon Lizewski, Director

**SUBJECT:** Council is asked to approve the Annual Renewal of Cityworks Software and License Support, as requested by the Information Technology Department on December 19, 2023. Award to Azteca Systems, LLC, in the amount of \$109,200.00. The term for this renewal is from January 15, 2024 through January 14, 2025. This vendor is located in Sandy, UT.

**REQUISITION NO.:** R226157

**FUNDING SOURCE & ORIGINAL BUDGET:** Funding Source: Public Works Administration - Maintenance & Service Contracts (1011124-638200) \$5,881.82; Public Works Administration - Computer Equipment/Hardware (1011124-627500) \$2,371.82; Forestry Horticulture - Maintenance & Service Contracts (1011217-638200) \$8,381.82; Streets Street & Sidewalk Repair - Maintenance & Service Contracts (1013201-638200) \$2,881.82; Traffic Operations - Maintenance & Service Contracts (1013204-638200) \$3,881.82; Streets - Storm Drains - Maintenance & Service Contracts (5534203-638200) \$2,381.82; Streets - Water & Sewer Repair - Maintenance & Service Contracts (5513202-638200) \$2,881.82; Customer Service - Special Contracts (5511407-638300) \$3,881.82; Meter Reading - Maintenance & Service Contracts (5516202-638200) \$15,881.82; Solid Waste Street Sweeping - Maintenance & Service Contracts (5534408-638200) \$10,881.82; Utilities Wastewater Maintenance - Software License (5516205-627510) \$49,891.82. The original budget amount is \$109,200.00.

**ATTACHMENTS:**

- **#a:** APPROVED Quote Cityworks Software and License Support (PDF)



**Azteca Systems, LLC - Cityworks**  
 11075 S State St, Suite 24 | Sandy, UT 84070  
 801-523-2751 | Fax # 801-523-3734

Quote Number Q-32853-1  
 Created Date 11/3/2023

### Contact Information

|                  |                                           |                    |                           |
|------------------|-------------------------------------------|--------------------|---------------------------|
| Contact Name:    | Carmen Flemming                           | Prepared By Name:  | Jenn Miya                 |
| Customer:        | Columbia (SC), City of                    | Prepared By Phone: | (801) 872-9528            |
| Contact Address: | 1401 Main Street<br>Columbia, SC<br>29201 | Prepared By Email: | jennifer_miya@trimble.com |

### Quote Lines

| Product Name                           | Quantity | Net Unit Price |
|----------------------------------------|----------|----------------|
| AMS ELA Premium                        | 1.00     | USD 109,200.00 |
| Respond - AMS                          | 1.00     | USD 0.00       |
| Mobile Native Apps (iOS/Android) - AMS | 1.00     | USD 0.00       |
| Storeroom                              | 1.00     | USD 0.00       |
| Equipment Checkout                     | 1.00     | USD 0.00       |
| Contracts                              | 1.00     | USD 0.00       |
| Cityworks for Excel                    | 1.00     | USD 0.00       |
| Cityworks Analytics - AMS              | 1.00     | USD 0.00       |
| eURL - AMS                             | 1.00     | USD 0.00       |
| Operational Insights                   | 1.00     | USD 0.00       |
| Workload - AMS                         | 1.00     | USD 0.00       |
| Web Hooks - AMS                        | 1.00     | USD 0.00       |
| CCTV Interface for PACP                | 1.00     | USD 0.00       |
| Pavement Management                    | 1.00     | USD 0.00       |
| Performance Budgeting                  | 1.00     | USD 0.00       |
| Service Request API                    | 1.00     | USD 0.00       |
| Citizen Engagement API                 | 1.00     | USD 0.00       |
| Work Order API - Basic                 | 1.00     | USD 0.00       |
| Work Order API - Extended              | 1.00     | USD 0.00       |
| Inspection API                         | 1.00     | USD 0.00       |
| Metrics API                            | 1.00     | USD 0.00       |
| Storeroom API                          | 1.00     | USD 0.00       |
| <b>TOTAL:</b>                          |          | USD 109,200.00 |

## Notes

|                     |                |                   |                       |
|---------------------|----------------|-------------------|-----------------------|
| Year 1 Dollar Value | USD 109,200.00 | Year 1 Date Range | 1/15/2024 - 1/14/2025 |
|---------------------|----------------|-------------------|-----------------------|

**Maintenance Start Date:** 1/15/2024    **Maintenance End Date:** 1/14/2025

## Quote Notes:

Price has increased to reflect adjustment from the previous year. This change will take effect on your next annual renewal.

### Terms and Conditions

## Payment Terms

Payment due within 30 days

IF YOUR ORGANIZATION REQUIRES A PURCHASE ORDER, PLEASE CONTACT YOUR FINANCE DEPARTMENT TO BEGIN THE APPROVAL PROCESS TO AVOID PAYMENT DELAYS.

All quotations are valid for ninety-days (90) from the date above, unless otherwise stated in this quotation form. All prices quoted are in USD, unless specifically provided otherwise, above. These prices and terms are valid only for items purchased for use and delivery for the Customers listed above.

Unless otherwise referenced, this quotation is for the Cityworks software products referenced above only. Pricing for implementation services (installation, configuration, training, etc.), or other software applications is provided separately and upon request.

The procurement, installation and administration of the Esri software or any other third-party software utilized in conjunction with Cityworks will be the responsibility of the Customer.

For "on-prem" installations, the procurement, installation and administration of the RDBMS utilized in conjunction with Cityworks will be the responsibility of the Customer. Currently, Cityworks supports Oracle and SQL Server. The procurement, installation and administration of the infrastructure (hardware and networking) utilized in conjunction with Cityworks will be the responsibility of the Customer.

This quotation and the pricing information herein is confidential and proprietary and may not be copied or released other than for the express purpose of the current system Software and Product selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Azteca Systems, LLC or unless otherwise specifically permitted by law. If a "public access" or similar request is made, Customer, shall notify Azteca Systems, prior to any disclosure.

## Software Licensing

All Azteca Systems software offered in this quotation are commercial off-the-shelf (COTS) software developed at private expense, and is subject to the terms and conditions of the signed "Cityworks Software License and Maintenance Agreement" ("Agreement") and any and all addendums or amendments thereto. A fully executed copy of the Agreement and any addendum(s) is required before delivery and installation and usage of the software is subject to the terms of the current license agreement.

The terms and conditions of the executed Cityworks Software License Agreement apply to this Quote unless otherwise specifically stated herein. Any additional or conflicting terms set forth in any purchase orders, invoices, or other standard form documents exchanged during the ordering process, other than product descriptions, quantities, pricing, and dates are void and of no effect.

Delivery method is by way of download through Azteca Systems, LLC. customer support web portal.

## Taxes

Prices quoted do not include any applicable state, sales, local, or use taxes unless so stated. In preparing your budget and/or Purchase Order, please allow for any applicable taxes, including, sales, state, local or use taxes as necessary. Azteca Systems reserves the right to collect any applicable sales, use or other taxes tax assessed by or as required by law. Azteca Systems reserves the right to add any applicable tax to the invoice, unless proof with the order is shown that your organization or entity is tax exempt or if it pays any applicable tax directly.

**International Customers**

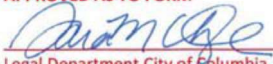
These items are controlled by the U.S. government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

Your signature indicates your acceptance of this Quote, and that you have read and accepted the Terms and Conditions set forth above.

\_\_\_\_\_  
Accepted by:

\_\_\_\_\_  
Title

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date

APPROVED AS TO FORM  
  
Legal Department City of Columbia, SC

12/21/2023

Azteca Systems, LLC - Cityworks | 11075 South State Street Suite 24, Sandy, UT 84070 | Corporate Main 801-523-2751 | Corporate Fax 801-523-3734



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We Are Columbia

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**MEETING DATE:** January 9, 2024

**DEPARTMENT:** Procurement and Contracts

**FROM:** Shannon Lizewski, Director

**SUBJECT:** Council is asked to approve a new Professional Services Contract for a Strategic Master Plan and Design Guidelines for Downtown Columbia, as requested by the Planning and Development Services Department on May 16, 2023. Award to MKSK, Inc. in an amount not to exceed \$123,000.00, which includes contingency. The initial term of the contract will take effect upon issuance of a Notice to Proceed with an end date ten months from commencement with the option to renew for two additional one-year periods. This firm is located in Greenville, SC.

**REQUISITION NO.:** R225908

**FUNDING SOURCE & ORIGINAL BUDGET:** Funding Source: Development Services - Professional Services (1014101-636600). The original budget amount is \$123,000.00.

**CLEAN WATER 2020?:** No

**PURPOSE:**

MKSK, Inc. is the prime and will provide public engagement, project management plan, public outreach, public realm and streetscape guideline services at 74.47% (\$87,880.00) of the total contract amount.

The following subconsultant will provide additional services:

White and Smith Planning and Law Group, LLC, located in Charleston, SC, will provide design guideline services at 25.53% (\$30,120.00) of the total contract amount.

There were two (2) responses to RFP005-23-24-KDD Strategic Master Plan for Downtown.

|                     |              |
|---------------------|--------------|
| Base Amount         | \$118,000.00 |
| Contingency (4.23%) | \$5,000.00   |
| Total               | \$123,000.00 |

**ATTACHMENTS:**

- **#a:** Memo.MT8973.MKSKInc.RFP005-23-24-KDD (PDF)
- **#b:** APPROVED MKSK Contract (PDF)



We Are Columbia

## MEMORANDUM

**TO:** City Council  
**FROM:** Lucinda Statler, Planning Administrator  
**CC:** Krista Hampton, Director of Planning and Development Services  
Missy Gentry, Assistant City Manager  
Teresa Wilson, City Manager  
**DATE:** January 9, 2024  
**RE:** Downtown Strategic Master Plan

The following is a request to approve the enclosed contract for professional services with MKSK for the Downtown Strategic Master Plan. This request is based on the need to facilitate a public planning process with the end goal of developing a new, streamlined set of urban design guidelines for the combined geographies of the City Center and Innovista areas. Following is a summary of the justification and scope of the planning process:

It has been 25 years since the adoption of Columbia's City Center Master Plan and over 15 years since the adoption of the Innovista Master Plan, which addressed a subset of the City Center geography. In the intervening years, major infrastructure projects have been completed or are underway, thousands of housing units have been built downtown, the City has adopted a new Unified Development Ordinance and Comprehensive Plan, the Covid-19 pandemic has shifted the way cities think about living, working and using public space and transportation has started a major shift to being shared and electric. A new strategic master plan for downtown Columbia is needed to:

- Articulate a current vision for the future development of the downtown area with current stakeholders;
- Utilize market data and analysis to identify needs and key opportunities for public and private investment to leverage this vision;
- Coordinate private and public activities to support high-quality public space that prioritizes pedestrian activity, a dynamic public realm, and fosters urban living and economic development
- Integrate the concepts from planning efforts such as the Public Space Public Life study and infrastructure recommendations from Walk Bike Columbia to facilitate a vibrant, safe, and walkable downtown;
- Create a framework for addressing curb management in a way that benefits all modes of transportation;
- Establish the context to consolidate and rewrite the City Center and Innovista design guidelines to reflect and support the new vision and strategy in a clear and streamlined format.





## CONTRACT FOR PROFESSIONAL SERVICES

This Contract is awarded under procurement method RFP005-23-24-KDD Strategic Master Plan for Downtown.

1. **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 MKSK, Inc., (hereinafter referred to as the "Consultant,"), to provide technical consulting support for a strategic downtown master plan 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.

4. **TERM OF CONTRACT** – The term of the Contract is the date of the execution of a *Notice to Proceed and a valid Purchase Order from the City of Columbia* for an initial

MKSK, Inc.  
Strategic Master Plan for Downtown

term of ten (10) months, with the option to renew or continue with work for two (2) additional one (1) year periods at the mutual pleasure of both parties.

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. 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 Contract within the timeframes as outlined in Exhibit B, attached hereto.
6. **COMPENSATION** – (See Exhibit C)

- A. The total compensation to be paid by the City to the Consultant under this Contract shall not exceed One Hundred Twenty-Three Thousand Dollars and No/100 (\$123,000.00).

The City will pay Consultant for performance of the work in accordance with the Contract Documents in current funds at the contract amount agreed upon on the Consultants Compensation Form attached to this Contract which establishes the contract value shall not exceed One Hundred Eighteen Thousand Dollars and No/100 (\$118,000.00) **unless written approval is authorized by the City.**

- B. The maximum potential value of the contract includes a City controlled contingency allowance in the amount of Five Thousand Dollars and No/100 (\$5,000.00). This contingency amount will be administered, if necessary, at the discretion of the City for optional additional services within the pre-determined Scope of Services for this Contract.

MKSK, Inc.  
Strategic Master Plan for Downtown

- C. The Consultant shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). Consultant must invoice monthly regardless of work being completed during that period. If no work is completed, a zero balance invoice should be submitted. **Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services, including any such services that are specified in the Summary of Proposed Subconsultants shown on Exhibit D hereto.** Each invoice shall bear the signature of the Consultant, whose signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

D. Invoicing Procedure

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

- E. 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.

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Strategic Master Plan for Downtown

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 payment requests, as evidenced by the filing of City lien waivers, canceled checks (if requested), and the Consultants 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 Contract. 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.

F. 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

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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, 4<sup>th</sup> 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 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 Contract, make constructive efforts to assist the City in complying with best practices in contracting as it relates to meeting affirmative action objectives.

#### G. Subcontracting Goals

Under this Contract, the subcontracting goals are as follows:

|          |     |   |
|----------|-----|---|
| SB Goals | N/A | % |
| MBE      | N/A | % |
| WBE      | N/A | % |
| LSA      | N/A | % |

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 Contract, including any extensions thereof.

7. **MENTOR-PROTÉGÉ PROGRAM** (<http://www.columbiasc.net/business-outreach/>)  
**Non-applicable** – The City of Columbia encourages, where economically feasible,

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establishment of mentor-protégé relationships to ensure contracting opportunities for all businesses, including minority / women / small business enterprises. The Mentor-Protégé Program (MPP) helps develop private sector business relationships and enhances the contracting capabilities of minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and small business enterprises (SBE). In order to provide opportunities for growth and to encourage hands-on business relationships, certain capital improvement projects may be designated by the City of Columbia as Mentor-Protégé Program projects. The City of Columbia has determined that participation in the City's Mentor-Protégé Program is required for this project.

The 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 Contract 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 Contract, 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 Contract, to adequately protect the City from any claims or damages including bodily injury or death, which may arise during performance and operations under this Contract.

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 Contract, Workers Compensation Insurance for

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all employees to be engaged in work on the project under this Contract, 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 Contract.

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](http://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 Contract and this insurance shall remain in effect throughout the term of this Contract, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured*.



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

The Consultant will also agree to promptly notify the City of any civil or criminal actions filed against the Consultant or of any notice of violation from any federal or state agency, or of any claim as soon as practical as relates to the services provided under this Contract. 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 Contract. 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 Contract. 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

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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/Contracts. The City shall obtain the approvals and/or permits identified by the Consultant and pay any costs relating to same.

- C. The Consultant shall answer questions and consult with the City and/or appropriate authorities as necessary to assist the City's efforts in obtaining required permits/approvals.
- D. The Consultant shall procure a City of Columbia business license while performing services under this Contract.

10. **DUTIES UPON TERMINATION** – At termination of this Contract, 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 Contract or as the City may deem necessary to perform the required services by the City or the Consultants 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 CONSULTANT** – The Consultant covenants that Consultant presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract or which is adverse to the interests of the City. The Consultant further covenants that in the performance of this Contract no person having such interest shall be employed.

The Consultant is expected to make Consultants 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

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

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

- A. DUE TO UNAVAILABILITY OF FUNDS: Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term;
- B. The Consultant fails to perform any of the services required in this Contract 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 Contract for any reason whatsoever. A termination for default under this Contract, if wrongfully made, shall be treated as a termination for convenience under this clause;
- E. Upon expiration of the term of this Contract; and
- F. By mutual Contract.

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

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direct costs of all labor and material expended on the services required under this Contract prior to the effective date of the termination or the Engineer shall be entitled to be paid a pro-rata 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 Consultant. In no event shall the Consultant be entitled to anticipatory profit or damages for any termination under this Contract. 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 Contract 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 Contract.
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 Contract 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 Contract.
15. **NOTICE** - All notices and communications in connection with this Contract 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](mailto:procurement@columbiasc.gov)

**MKSK, Inc.**

Name: Darren Meyer  
Title: Principal  
Address: 504 Rhett Street  
Greenville, SC 29601  
Phone: 614-621-2796  
Fax: 614-621-3604  
Email: [dmeyer@mkskstudios.com](mailto:dmeyer@mkskstudios.com)

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

- A. The services performed by the Consultant pursuant to this Contract 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 Contract in conformity with the terms of the Consent Decree as required by Paragraph 5 therein.
- B. In addition to the requirements above, the Consultant shall comply with the document retention requirements of Paragraph 68 of the Consent Decree which includes, but is not limited to, the obligation to preserve all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in the Consultants possession or control that relate in any manner to the Consultants performance under this Contract ("Preserved Documents"). Upon the Consultants performance of all services required under this Contract, 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 Contract.
- 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

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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 Consultants 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 B attached hereto. The Consultant agrees that any failure to meet such deadlines will result in the City's failure to meet the deadlines set forth in the Consent Decree except in the event of force majeure notice by the Consultant that results in the extension of said deadline by the U.S. Environmental Protection Agency under the Consent Decree. The City reserves all other remedies available for the Consultants failure to perform pursuant to the Contract.
- E. The Consultant shall perform the services pursuant to this Contract using sound Consulting practices as set forth in Paragraph 9 of the Consent Decree.

## 17. MISCELLANEOUS

- A. Nothing in this Contract 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 Contract. 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 Contract without the written consent of the City. The Consultant shall be as fully responsible to the City for the acts and omission of

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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 Contract, 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 Contract, if any, shall not be construed against the City.
- E. This Contract 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 Contract 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 Contract represents the entire Contract between the City and the Consultant and supersedes all prior communications, negotiations, representations or Contracts, either written or oral. The parties may amend this Contract at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

The City may, in its discretion, amend this Contract 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 Contract, such modifications will be incorporated only by written amendment signed by both the City and the Consultant.



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

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- 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 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 Contract shall be binding upon the respondent and upon its successors and assignees. This Contract 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 Contract are matters of public record, but that the Consultant agrees that they shall only be made available to any individual or organization by the City and the Consultant shall

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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 Contract and referred to herein is hereby incorporated into this Contract by reference unless this Contract expressly provides otherwise. This Contract, 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 Contract and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

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

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

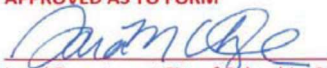
**CITY OF COLUMBIA, SOUTH CAROLINA**

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Teresa Wilson, City Manager**

**Date:** \_\_\_\_\_

APPROVED AS TO FORM

  
Legal Department City of Columbia, SC

12/19/2023

**NAME OF FIRM**

\_\_\_\_\_  
**Print: Name/Title**

\_\_\_\_\_  
**Signature**

**Date:** \_\_\_\_\_

**(Corporate Seal)**

**Attest**

\_\_\_\_\_  
**Signature**

**Date:** \_\_\_\_\_

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**List of Exhibits**

Exhibit A – Scope of Services

Exhibit B – Schedule for Completion of Services

Exhibit C – Compensation

Exhibit D – Business Information Statement for Subconsultants/Subcontractors

## EXHIBIT A – SCOPE OF SERVICES

### A. Licenses and Certifications.

Consultant shall be registered with the South Carolina Secretary of State's Office.

The City of Columbia requires every person or business engaged in or intending to engage in any calling, business, occupation or profession, in whole or in part, within the limits of the city to pay an annual license fee and obtain a business license as provided in the ordinance. A valid City of Columbia Business License must be in place prior to issuance of a Notice to Proceed and valid City of Columbia Purchase Order. Business License inquiries, requirements, and application can be accessed at: <https://businesslicensing.columbiasc.gov/>

### B. Project Approach

#### Community Engagement

Community-based planning processes are important forums for community conversation and for building trust. The public engagement tools used in these efforts are essential for discerning the community's vision. Toward this end, MKSK approaches community engagement as a process of sustained and inclusive decision-making. Based on these principles of sustained and inclusive decision-making, we offer the following outline for the primary groups and range of engagement tools as listed below:

#### **Primary Groups**

- **Project Management Team:** The Project Management Team (made up of representatives from City staff) will serve as the primary project resource for the consultant team and provide day-to-day direction on progress. Meetings will be conducted virtually on a monthly basis as needed throughout the planning process.
- **Stakeholder Roundtables:** Roundtable discussions with stakeholder groups (assumes 6 stakeholder groups of 10-15 participants) will be hosted in-person to gain local and specialized knowledge about the dynamics of Downtown. Stakeholders will be identified and engaged by the City. Groups may include City departments, land owners, residents, developers, and real estate professionals.
- **Mobile Workshops:** Mobile Workshops are designed to bring the discussion out into the community and reach groups that are traditionally under-represented in the public planning process. These mobile workshops blend formal presentation with displays, stations, activities, and small group discussions as a means for immersing participants in the conversation about key issues. We anticipate two stages of mobile workshops, at the beginning and end of phase 1. The City will help identify key groups to meet with for the Mobile Workshops. The consultant team will provide materials and content to host the workshops, which will be staffed by City staff.
- **Community Meeting:** This community meeting will be an opportunity for the public to provide input on the draft guidelines and the Downtown Plan to be held at the end of Phase 2. The community meeting will be promoted by the City staff with content provided by the consultant team. Venue location and coordination to be led by the City with support from the consultant team. The consultant team will be present at the meeting.

## **Phase I: Downtown Strategic Master Plan**

### **Task 1 – Public Engagement (Starts in Phase 1, concurrent with all phases)**

- 1.1 Project Branding and Key Messages:** In collaboration with City staff, develop a unique project identity to include a project name, logo, and key messaging.
- 1.2 Engagement Strategy and Stakeholder Mapping:** Stakeholder mapping is a tool to identify all stakeholders with interest in the Downtown Plan/Design Guidelines and their relationships. This map will highlight shared interests, conflicts, and key roles for implementation.
- 1.3 Project Management Team (PMT) Meetings:** Consisting of key representatives from City staff and the consultant team, the PMT will coordinate throughout the planning process on upcoming meetings, events, and deliverables. Meetings will be held virtually on a monthly basis as needed.
- 1.4 Two Mobile Workshops (2):** Small group meetings are an invaluable tool for engaging the community at key milestones of the planning process. We anticipate two stages of mobile workshops, at the beginning and end of phase 1. The consultant team will provide materials and content to host the workshops, which will be staffed by City staff.
- 1.5 Stakeholder Roundtables (6):** Roundtable discussions will engage key participants identified by the Project Management Team in focused discussion of common issues and shared interests. Meetings will be conducted in-person in one-hour sessions, with participants grouped by shared interests or relationships.
- 1.6 Community Meeting:** Hold community meeting to present the final draft of the Downtown Plan and Design Guidelines to the public prior to adoption process.

### **Task 2 - Project Management Plan**

- 2.1 Planning Alignment:** Review of current and relevant plans and alignment of recommendations for the various plans shaping growth in Downtown Columbia (including, but not limited to, Columbia Compass, Walk Bike Columbia, Public Space Public Life Study).
- 2.2 Data Collection & Mapping:** Prepare thematic mapping of existing conditions, systems, natural and cultural resources, and format GIS for mapping analysis and exhibits.
- 2.3 Asset Mapping:** Identify the natural, cultural, and institutional resources that should be protected, enhanced, and established as the foundation for future development and maturation of the Downtown area.
- 2.4 Public Realm Analysis:** Analyze bicycle/pedestrian network connectivity, daily traffic volumes/capacity, visitor/ bus access, transit/transportation routes, and right-of-way and curbside allocation (based on publicly-available information).
- 2.5 Existing Conditions and Plan Alignment Summary:** Compile the findings and assessments from Task 2 into a summary memo that includes the status of key recommendations from previous plans.



### **Task 3 - Public Realm Framework**

**3.1 Public Realm Framework:** Develop a framework of public ways, public spaces and public infrastructure that will attract private investment, support community events, and create a safe, welcoming and walkable Downtown for locals and visitors.

**3.2 Mobility & Curb Management:** Building on the Public Realm Framework, this task will develop curb management approaches for typical conditions in various types of street corridors as well as general policy considerations for regulatory approaches relative to TNC, micromobility options, and other private enterprises that appropriate curb space in the public realm.

### **Task 4 - Downtown Plan**

**4.1 Draft Downtown Plan:** A draft Downtown Plan that includes City Center and Innovista districts will guide the Design Guidelines (Phase 2) process. The Downtown Plan will include an engagement summary, existing conditions and plan alignment summary, public realm analysis, market data scan, and public realm framework to include mobility and curb management.

#### **Phase II: Design Guidelines**

The MKSK team will prepare a consolidated set of new Design Guidelines that combines the City Center and Innovista districts into one document. The Guidelines will include targeted updates with the following areas of emphasis:

- Prioritize the public realm and strengthen streetscape standards;
- Clarify the role between zoning regulations and design guidelines; and
- Modernize the sign guidelines.

### **Task 5 – Design Guidelines Consolidation Outline**

**5.1** The Consultant Team will develop a Consolidation Outline and coordinate with staff an overall approach to integrating and streamlining the Design Guidelines.

The consultant team will seek to understand the current approval processes and procedures; roles of reviewing bodies, administration, and applicants; and the intent of design standards relative to the Unified Development Ordinance.

The consultant team will examine best practices, which could include evaluating peer cities and codes, to determine potential approaches and appropriate methods. The team will use an illustrative approach such as before/after diagramming, tables, and charts to depict potential solutions.

Based on the content and organization of the existing Innovista and City Center Design Guidelines, a consolidated and revised set of design guidelines might consider the following broad organizational components:

- Introduction (Purpose, Background, and Process Summary)
- Context, Boundary, & Sub-Districts
- Design Principles
- Public Realm Framework
- Streetscape & Urban Design Cross-Sections
- Building Placement, Bulk, & Organization
- Building Additions, Renovations, & Demolitions

- Development Incentives
- Amenity Space & Open Space
- Site Design (Access, Parking Facilities, Landscaping, & Other Elements)
- Architectural & Storefront Treatment
- Signs
- Administration (Development Processes & Procedures & Glossary of Terms)

An overall approach and outline organizing the Design Guidelines will be coordinated and finalized with staff. The Consultant Team will prepare a draft outline for staff to review, then prepare a final outline.

### **Task 6 – Public Realm & Streetscape Guidelines**

- 6.1** Refine guidelines to provide guidance on street-level, public-facing, pedestrian-oriented spaces for private development, as well as guidance for permanent encroachments to include outdoor dining and parklets, and recommendations for curb management strategies to help balance the demands of on-street parking, bicycle facilities, delivery trucks, ride-share, and micro-mobility users.

### **Task 7 – Sign Guidelines**

- 7.1** The consultant team will consolidate, streamline, and modernize the sign guidelines based on the outline and input from engagement. We will ensure the guidelines do not conflict with the sign regulations in the UDO.

### **Task 8 – Draft and Final Downtown Plan and Guidelines**

- 8.1** The consultant team will consolidate revisions to the City Center and Innovista Districts Design Guidelines based on the recommendations in Task 5 and subsequent work completed in Tasks 6 - 7. The Downtown Plan will be finalized based on Design Guidelines process. The consultant team will provide two Review Drafts and one Final Draft of guidelines.

- 8.2 Design Guideline Graphics:** The MKSK team will prepare updated, high-quality, user-friendly graphic exhibits illustrating the major elements of the design guidelines.

#### **Phase I Engagement Touchpoints**

- Project Management Team Meetings
- Stakeholder Roundtables
- Project Website Launch and Online Survey
- Mobile Workshop Stage #1: Introduce project engage community in discussing concerns, aspirations, and desired action for the downtown.
- Mobile Workshop Stage #2: Creatively engage neighborhood groups in discussing opportunities for district development, place making, and opportunity.

#### **Phase II Engagement Touchpoints**

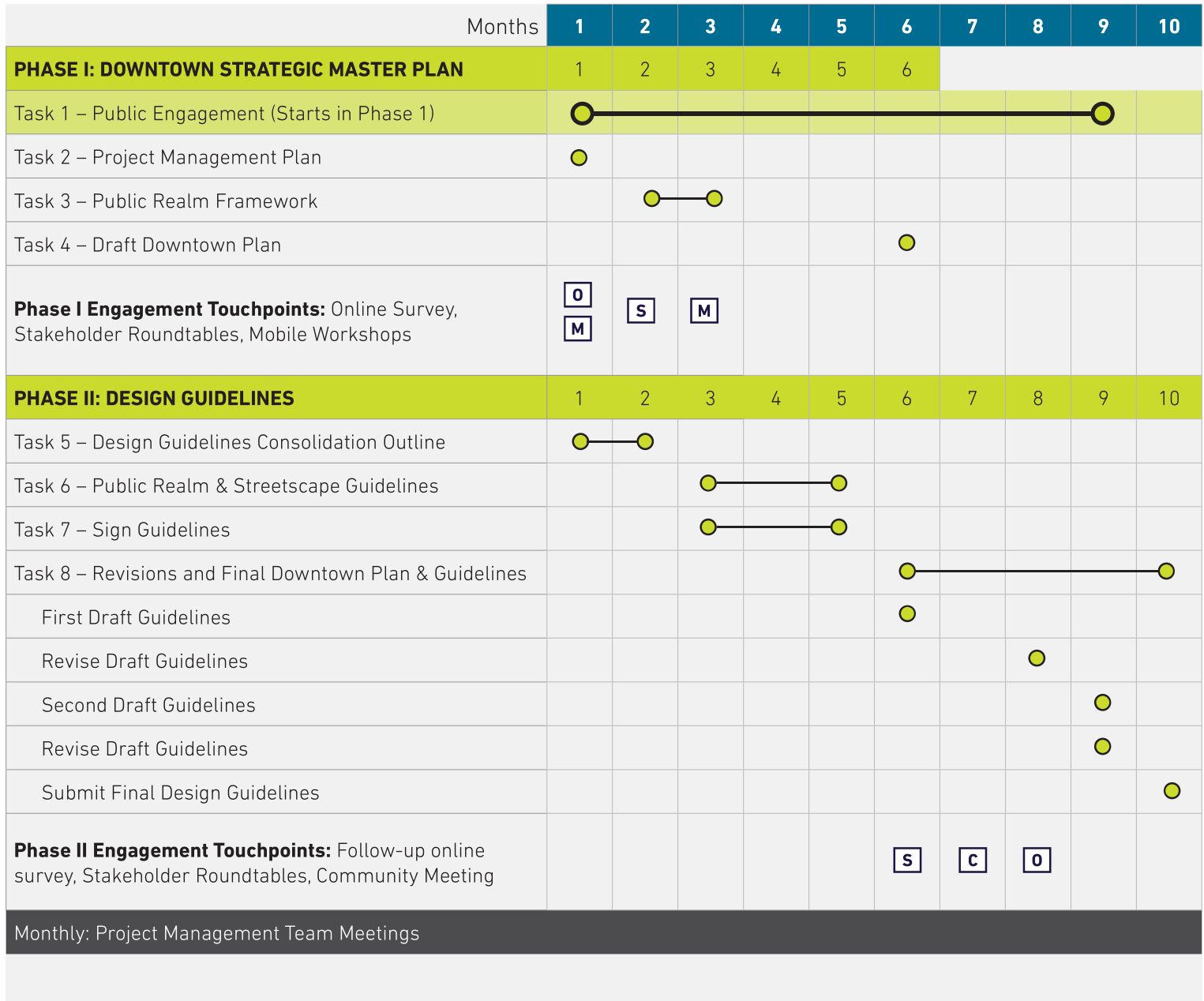
- Project Management Team Meetings
- Stakeholder Roundtables
- Community Meeting
- Website Updates and Follow-Up Survey and creatively

#### **Team Visits (4)**

- Attend Project Kickoff meeting
- Stakeholder Roundtables
- Community Meeting
- City Council Update economic

## EXHIBIT B - SCHEDULE FOR COMPLETION OF SERVICES

Our approach to the Downtown Strategic Master Plan will be guided by community engagement at each step along the way and take place through two phases of work, detailed in the chart below. This timeline is intended as an informed draft based on our team's understanding of the task deliverables as outlined in the RFP, and will need to be confirmed by City of Columbia Project Staff to finalize details, and coordinate engagement milestones with other concurrent planning efforts and city events.



 Mobile Workshop       Online Survey/Follow-Up       Stakeholder Roundtables       Community Meeting

## EXHIBIT – COMPENSATION

| Item                                            | Amount              |
|-------------------------------------------------|---------------------|
| <b>Phase I</b>                                  |                     |
| Task 1 Public Engagement                        | \$18,800.00         |
| Task 2 Project Management Plan                  | \$4,600.00          |
| Task 3 Public Realm Framework                   | \$10,300.00         |
| Task 4 Draft Downtown Plan                      | \$17,500.00         |
| <b>Phase 1 Total</b>                            | <b>\$51,200.00</b>  |
| <b>Phase 2</b>                                  |                     |
| Task 5 Design Guidelines Consolidation Outline  | \$6,550.00          |
| Task 6 Public Realm & Streetscape Guidelines    | \$18,400.00         |
| Task 7 Sign Guidelines                          | \$15,300.00         |
| Task 8 Draft & Final Downtown Plan & Guidelines | \$26,550.00         |
| Phase 2 Total                                   | \$66,800.00         |
| <b>Phase 1 and 2 Total</b>                      | <b>\$118,000.00</b> |
| <b>Contingency</b>                              | <b>\$5,000.00</b>   |
| <b>Grand Total</b>                              | <b>\$123,000.00</b> |

Note: All costs are inclusive of all fees and professional expenses.

**EXHIBIT D - 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<br>(as shown on W9 or SAM.gov) /<br>SAM.gov Unique Entity ID &<br>CAGE #<br>(Required) | City of<br>Columbia<br>Vendor<br>number<br>(Required) | Services<br>and/or<br>Materials<br>Provided                 | Cost of Services<br>and/or<br>Material<br>(\$ Value) | Percentage<br>of<br>Total<br>Contract | MBE, WBE,<br>SBE, DBE, LBE,<br>CDBE<br>(indicate all that<br>apply) | Minority<br>Association Code<br>(If applicable - Use<br>2 letter Code – See<br>Key Below) |
|------------------------------------------------------------------------------------------------------|-------------------------------------------------------|-------------------------------------------------------------|------------------------------------------------------|---------------------------------------|---------------------------------------------------------------------|-------------------------------------------------------------------------------------------|
| Development Strategies, Inc.<br>K5ZBUL7BHDD5 1D8C8                                                   |                                                       | Strategic<br>Development<br>Advisor Role<br>(If Authorized) | \$0                                                  | 0%                                    | N/A                                                                 | N/A                                                                                       |
| White & Smith Planning and<br>Law Group, LLC<br>S5DYN79HRCE7 6FYS4                                   |                                                       | Design and<br>Sign<br>Guidelines                            | \$30,120                                             | 25.53%                                | N/A                                                                 | N/A                                                                                       |
|                                                                                                      |                                                       |                                                             |                                                      | %                                     |                                                                     |                                                                                           |
|                                                                                                      |                                                       |                                                             |                                                      | %                                     |                                                                     |                                                                                           |
|                                                                                                      |                                                       |                                                             |                                                      | %                                     |                                                                     |                                                                                           |

**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 \$**           \$30,120          **TOTAL CONTRACT AMOUNT: \$**           \$118,000          

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

Business Name:   -   Development Strategies, White & Smith Planning and Law Group, LLC           

Representative Name/Title:            Matthew Wetli, Principal, Kelly Cousino           

Date:            11/27/2023

## **Business Information for Subconsultants/Subcontractors- Continued**

**List information for each Subcontractor or Subconsultant below.**

1) Subcontractors Company information (Primary/Main office location)

Development Strategies, Inc.

Company Name

10 South Broadway, Suite 1500; St. Louis, MO 63102

Physical Address

10 South Broadway, Suite 1500

Mailing Address

St. Louis, MO 63102

City/State Zip Code + 4

( 314 ) 421-2800 ( ) n/a  
Phone number Fax number

Matthew Wetli

Primary Contact Name

Katie Medlin

Secondary Contact Name

mwetli@development-strategies.com

kmedlin@development-strategies.com

Primary Contact Email Address

Secondary Contact Email Address

43-1472565

Federal ID #

Vendor #

2) Subcontractors Company information (Primary/Main office location)

White & Smith Planning and Law Group, LLC

Company Name

PO Box 20954, Charleston, SC 29413

Physical Address

PO Box 20954, Charleston, SC 29413

Mailing Address

Charleston, SC 29413

City/State Zip Code + 4

( 843 ) 937-0201 ( ) n/a  
Phone number Fax number

Justin Wallace

Kelly Cousino

Primary Contact Name

Secondary Contact Name

[wallace@planningandlaw.com](mailto:wallace@planningandlaw.com)

[kcousino@planningandlaw.com](mailto:kcousino@planningandlaw.com)

Primary Contact Email Address

Secondary Contact Email Address

72-1591935

Federal ID #

Vendor #



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We Are Columbia

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**MEETING DATE:** January 9, 2024

**DEPARTMENT:** Procurement and Contracts

**FROM:** Shannon Lizewski, Director

**SUBJECT:** Council is asked to approve a new Contract for Water Sealant Services at the PJ Cannon Parking Garage at 1227 Taylor Street, as requested by the General Services Department on September 13, 2023. Award to Watertight Systems, Inc. in the amount of \$165,919.44. The term of the contract will take effect upon issuance of a Notice to Proceed with an end date three months from commencement. This contractor is located in Lexington, SC.

**REQUISITION NO.:** R224679

**FUNDING SOURCE & ORIGINAL BUDGET:** Funding Source: Parking Facilities–Maintenance & Service Contract (5312501-638200). The original budget amount is \$165,919.44

**CLEAN WATER 2020?:** No

Three (3) bids were received for Peter John Cannon Parking Garage Water Sealant, BID012-23-24-SJS.

| Item | Description                                                                                                   | Price               |
|------|---------------------------------------------------------------------------------------------------------------|---------------------|
| 1.   | Remove old water sealant and replace with new sealant at 1227 Taylor Street/ Peter John Cannon Parking Garage | \$116,382.00        |
| 2.   | Materials and Equipment                                                                                       | \$45,868.00         |
|      | <b>Taxes</b>                                                                                                  | \$3,669.44          |
|      | <b>Total</b>                                                                                                  | <b>\$165,919.44</b> |

**ATTACHMENTS:**

- **#a:** PJ Cannon Parking Garage Memo (PDF)
- **#b:** Final Bid Tabulation (PDF)
- **#c:** Watertight Contract.Vendor Signature (PDF)



We Are Columbia

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**TO:** Honorable Daniel J. Rickenmann, Mayor & Members of City Council  
Ms. Teresa Wilson, City Manager

**FROM:** Mr. Henry Simons, Assistant City Manager, Operations  
Mr. Jeff Palen, Assistant City Manager/Chief Financial Officer  
ACM for the Department of Procurement and Contracts

**DATE:** January 3, 2023

**SUBJECT:** Recommendation for Approval for Water Sealant Services at PJ Cannon Parking Garage, as requested by the General Services Department.

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The Department of Procurement and Contracts, in coordination with the General Services Department, respectfully requests your review and approval for the water sealant services at PJ Cannon Parking Garage.

The invitation to bid was utilized as the procurement method for water sealant services. These services are an operating and maintenance expense and are funded from the General Services FY23-24 operations budget 5312501-638200.

If you have questions or concerns, please do not hesitate to contact our office.



|                          |                                        |                     |                                 |
|--------------------------|----------------------------------------|---------------------|---------------------------------|
| <b>Event Number</b>      | BID012-23-24-SJS Addendum 1            | <b>Organization</b> | City of Columbia, SC            |
| <b>Event Title</b>       | PJ Cannon Parking Garage Water Sealant | <b>Workgroup</b>    | Purchasing                      |
| <b>Event Description</b> |                                        | <b>Event Owner</b>  | Sharnetta Starks                |
| <b>Event Type</b>        | IFBs                                   | <b>Email</b>        | sharnetta.starks@columbiasc.gov |
| <b>Issue Date</b>        | 10/27/2023 02:00:01 PM (ET)            | <b>Phone</b>        | 1 (803) 545 x4470               |
| <b>Close Date</b>        | 11/17/2023 02:00:00 PM (ET)            | <b>Fax</b>          |                                 |

| Responding Supplier                | City      | State | Response Submitted          | Lines Responded | Response Total |
|------------------------------------|-----------|-------|-----------------------------|-----------------|----------------|
| Watertight Systems, Inc.           | Lexington | SC    | 11/17/2023 09:09:11 AM (ET) | 1               | \$162,250.00   |
| Brackett Maintenance Services, LLC | Davidson  | NC    | 11/16/2023 02:32:07 PM (ET) | 1               | \$171,175.00   |
| Restocon Corp                      | Tampa     | FL    | 11/16/2023 02:59:19 PM (ET) | 1               | \$179,760.00   |

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

## OFFICIAL BID TABULATION



## CONTRACT FOR GOODS and/or SERVICES

This Contract is being awarded under BID012-23-24-SJS.

**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 Watertight Systems, Inc., with legal address and principal place of business at 360 Riverchase Way, Lexington, SC 29072 (hereinafter referred to as the “Contractor”), to remove old water sealant and replace with new sealant at PJ Cannon Parking Garage located at 1227 Taylor Street, Columbia, SC 29201.

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

1. **SCOPE OF GOODS AND/OR SERVICES** – Upon written notification by the City to proceed, the Contractor shall provide the goods and/or services more fully described in Exhibit A, attached hereto.
2. **SUPPLEMENTAL OR ADDITIONAL GOODS AND/OR SERVICES** – The City may require supplemental or additional goods and/or 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 goods and/or 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 goods and/or services performed.

**TERM OF CONTRACT** – The contract term is anticipated to be approximately three (3) months beginning January 2024.

The decision whether to renew 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 a renewal of the initial term or any additional term. The determination to renew the initial term and any subsequent extension periods may be made no later than 90 days prior to the end date of each period.

The Contractor agrees that the Goods and/or 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 goods and/or services outlined herein.

3. **TERMINATION** - The City may terminate the contract at any time upon any of the following grounds: 1) Failure by the City to appropriate funds in its budget to pay the respondent for the requested service; 2) The respondent fails to perform any of the goods and/or services required in the contract, and does not correct such deficiency within fifteen (15) days after having been notified of such deficiency by the City; 3) force majeure; 4) Upon expiration of the term of the agreement; 5) by mutual agreement; and 6) For the convenience of the City, at the City's discretion, for any reason whatsoever deemed to be in the best interests of the City.

In the event that the contract is wrongfully terminated under any of the other grounds enumerated herein, termination shall be treated as a termination for convenience. If the contract is terminated for convenience, or wrongfully terminated upon any of the other grounds enumerated herein, the Contractor shall be entitled to payment as follows: the actual cost of the work completed in conformity with the agreement plus ten percent (10%) for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to the Vendor prior to the date of termination of the agreement. The Vendor shall not be entitled to any claim against the City for any additional compensation or damages in the event of such termination and payment.

4. **TERMINATION DUE TO UNAVAILABILITY OF FUNDS** - Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term.

5. **SCHEDULE FOR COMPLETION OF GOODS AND/OR SERVICES** – The Contractor shall complete any and all goods and/or services performed under this Contract under the direction of the Support Services Division.

6. **COMPENSATION** – (Exhibit B)

A. The compensation to be paid by the City to the Contractor under this Agreement, shall not exceed One Hundred Sixty-Five Thousand, Nine Hundred Nineteen Dollars and Forty-Four Cents (\$165,919.44).

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.

- C. ☐ Annual Cost Adjustment Annual Cost Adjustment If, during the performance of this Contract, the cost of the services significantly increases, through no fault of the Seller, the Seller may request a price increase. If recommended by the project manager and approved by the Owner, the approved price increase will be effective upon the next renewal date of the Contract. As used herein, a significant cost increase shall mean an increase in the current Consumer Price Index (CPI) from either the date of this Contract or a previous Annual Cost Adjustment, whichever is later. The amount of the Annual Cost Adjustment shall be equal to the percentage increase in the (CPI), rounded to two decimal places, and shall be applied equally to the unit price of each item of work in the Schedule of Values, beginning with the first application for payment subsequent to the next annual renewal of the Contract. Final approval of price increase must be approved by the City Manager, City Council and/or an authorized designee.
- D. ☐ Annual Price Adjustment (Material Cost) If, during the performance of this contract, the cost of materials significantly increases, through no fault of the seller, the price of this contract shall be equitably adjusted by an amount reasonably necessary to cover any such significant increase in the cost of material(s). As used herein, a significant cost increase shall mean any increase in cost of materials exceeding 20% experienced by seller from the date of the contract signing. Such increase in material costs shall be documented through quotes, invoices, or receipts. Where the delivery of materials delayed, through no fault of the seller, as a result of the shortage or unavailability of the materials, seller shall not be liable for any additional costs or damages associated with such delay(s). Final approval of price increase must be approved by the City Manager, City Council and/or an authorized designee.

## 7. **SPECIFIC TERMS AND CONDITIONS PURSUANT TO PROCUREMENT METHOD BID012-23-24-SJS**

Contractor agrees, under the terms as outlined in the Scope of Goods and/or 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 goods and/or services necessary to complete the said project.

## 8. **MISCELLANEOUS**

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

## City of Columbia and Watertight Systems, Inc.

- B. The Contractor shall be responsible for performance of all goods and/or 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 goods and/or 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 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 goods and/or 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

## City of Columbia and Watertight Systems, Inc.

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 goods and/or

## City of Columbia and Watertight Systems, Inc.

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 Watertight Systems, 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

12/19/2023

WATERTIGHT SYSTEMS, INC.

  
Print

  
Signature

Date: 12-21-2023



City of Columbia and Watertight Systems, Inc.

**List of Exhibits**

Exhibit A – Scope of Services  
Exhibit B – Cost Sheet (Compensation)

## Exhibit A - Scope of Services

### PART 1 - GENERAL

#### 1.1 SUMMARY

##### A. Section Includes:

1. Application of high-solids, fluid-applied, polyurethane, waterproofing, traffic-bearing, membrane deck coating system.

### I. SPECIFICATION

### PART 2 - PRODUCTS

#### 2.1 MATERIALS

##### A. High-solids, fluid-applied, polyurethane, waterproofing, traffic-bearing, membrane deck coating system.

##### 1. Acceptable Product:

- a. Primer: 2-component, polyurethane-based adhesive primer.
- b. Base coat: 2-component, fast-curing, polyurethane base coat.
- c. Top Coat: 2-component, fast-curing, aromatic polyurethane top coat.
- d. Aliphatic Top Coat: 2-component, aliphatic, 100 percent solids, polyurethane, waterproofing top coat.

##### B. Performance Requirements: Provide materials complying with the following requirements:

1. Crack Bridging, Base Coat, ASTM C957: Passes.
2. Adhesion Peel, Primer and Base Coat, ASTM C957.
  - a. Concrete: 14 pli.
3. Tensile Strength, ASTM D412:
  - a. Base Coat: 2,500 psi (17.2 MPa).
  - b. Top Coat: 3,000 psi (20.7 MPa).
  - c. Aliphatic Top Coat: 2,980 psi (20.6 MPa).
4. Elongation, ASTM D412:
  - a. Base Coat: 900 percent.
  - b. Top Coat: 30 percent.
  - c. Aliphatic Top Coat: 375 percent.
5. Hardness, ASTM D2240, Shore D:
  - a. Top Coat: 70.
  - b. Aliphatic Top Coat: 45.
6. Taber Abrasion Resistance, ASTM D4060, CS-17 Wheel, 1,000 g load, 1,000 cycles:
  - a. Primer/Base Coat/Top Coat: 100 mg.

- b. Primer/Base Coat/Intermediate Top Coat/Aliphatic Top Coat: 58 mg.
- 7. Solids Content:
  - a. Primer: 99 percent.
  - b. Base Coat: 99 percent.
  - c. Top Coat: 99 percent.
  - d. Aliphatic Top Coat: 99 percent.
- 8. VOC Content:
  - a. Primer:
    - 1) Part A: 0.08 lbs per gal (10 g/L), less water and exempt solvents, when components are mixed.
    - 2) Part B: 0.08 lbs per gal (10 g/L), less water and exempt solvents, when components are mixed.
  - b. Base Coat:
    - 1) Part A: 0.03 lbs per gal (4 g/L), less water and exempt solvents, when components are mixed.
    - 2) Part B: 0.04 lbs per gal (5 g/L), less water and exempt solvents, when components are mixed.
  - c. Top Coat:
    - 1) Part A: 0.59 lbs per gal (71 g/L), less water and exempt solvents, when components are mixed.
    - 2) Part B: 0.11 lbs per gal (13 g/L), less water and exempt solvents, when components are mixed.
  - d. Aliphatic Top Coat:
    - 1) Part A: 0 lbs per gal (0 g/L), less water and exempt solvents, when components are mixed.
    - 2) Part B: 0.04 lbs per gal (5 g/L), less water and exempt solvents, when components are mixed.

## PART 3 - EXECUTION

### 3.1 SURFACE PREPARATION

- A. Protection: Protect adjacent Work areas and finish surfaces from damage during deck coating system application.
- B. Prepare surface in accordance with manufacturer's instructions.
- C. Concrete:
  - 1. Ensure concrete is structurally sound, clean, and dry in accordance ASTM D4263; <https://www.document-center.com/standards/show/ASTM-D4263>
  - 2. Repair voids and delaminated areas.
  - 3. Shotblast concrete to remove dirt, dust, grease, oil, coatings, laitance, and other surface contamination and to provide profile for proper adhesion.
  - 4. Profile: Minimum of ICRI CSP-3 (approximately 80 to 100-grit sandpaper).
  - 5. Prestripe and prepare cracks, joints, and detail work in accordance with manufacturer's instructions.

**IX. COST SHEET**

| Item | Description                                           | Total Cost   |
|------|-------------------------------------------------------|--------------|
| 1    | Remove old water sealant and replace with new sealant | \$162,250.00 |

D. Metal:

1. Remove dust, debris, and other contaminants from vent, drain pipe, and post penetrations; reglets; and other metal surfaces.
2. Clean surfaces to bright metal and prime immediately with sealant primer.
3. Provide appropriate cant with deep joint sealant to eliminate 90-degree angles.

3.2 MIXING

- A. Mix material components in accordance with manufacturer's instructions.
- B. Precondition material components to a temperature of 70 degrees F (21 degrees C) before mixing.

3.3 APPLICATION – GENERAL

- A. Apply deck coating system in accordance with manufacturer's instructions.
- B. Do not apply deck coating system to damp, wet, or contaminated surfaces.

3.4 APPLICATION – HEAVY TRAFFIC

- A. Primer: Apply 4 wet mils (0.1 mm).
- B. Base Coat: Apply 25 wet mils (0.5 mm). Allow base coat to cure 3 to 4 hours.
- C. Intermediate Coat: Apply 15 wet mils (0.4 mm). Immediately backroll to level material.
- D. Aggregate: Immediately broadcast aggregate to refusal into wet intermediate coat. Allow curing time of 3 to 4 hours.
- E. Top Coat: Apply 12 to 15 wet mils (0.3 to 0.4 mm). Immediately backroll to level material.
- F. Aggregate: Immediately broadcast aggregate at rate of 3 to 5 lbs per 100 sq ft (0.15 to 0.25 kg/m<sup>2</sup>) into wet top coat. Lightly backroll to encapsulate.

3.5 PROTECTION

- A. Pedestrian Traffic: Allow minimum curing time of 4 hours before allowing pedestrian traffic onto deck coating system.
- B. Vehicular Traffic: Allow minimum curing time of 24 hours before allowing vehicular traffic onto deck coating system.
- C. Protect completed deck coating system from damage and staining during construction.



We Are Columbia

**MEETING DATE:** January 9, 2024

**DEPARTMENT:** Procurement and Contracts

**FROM:** Shannon Lizewski, Director

**SUBJECT:** Council is asked to approve the Purchase of a Vehicle/Heavy Equipment for Various City Departments, as requested by the Fleet Services Division. Award to multiple vendors using the SC State Contract, in the total amount of \$387,447.00.

**REQUISITION NO.:** R225997, R225519, R225775

**FUNDING SOURCE & ORIGINAL BUDGET:**

**CLEAN WATER 2020?:** No

**PURPOSE:**

| Item                                                                                                                                                                        | Vendor                                                              | Vehicle/Heavy Equipment                                                                        | Department          | Amount              |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|------------------------------------------------------------------------------------------------|---------------------|---------------------|
| a.                                                                                                                                                                          | Alan Jay Automotive Management dba Alan Jay Fleet Sales Sebring, FL | (1) 2024 Ford Transit Cargo Van T-350 RWD, as requested by Fleets Services on December 7, 2023 | Parks & Recreation  | \$51,401.00         |
| <i>Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment-Capital (6308972-658500). The original budget amount is \$51,401.00.</i>                             |                                                                     |                                                                                                |                     |                     |
| b.                                                                                                                                                                          | Blanchard Machinery Company West Columbia, SC                       | (1) Mini-Excavator, as requested by Columbia Water on November 11, 2023                        | Wastewater Division | \$65,374.00         |
| <i>Funding Source: Utilities Wastewater Maintenance - Machinery &amp; Equipment-Capital (5516205-658300). The original budget amount is \$65,374.00.</i>                    |                                                                     |                                                                                                |                     |                     |
| c.                                                                                                                                                                          | Blanchard Machinery Company West Columbia, SC                       | (2) Mini-Excavators, as requested by Columbia Water on November 3, 2023                        | Water Division      | \$270,672.00        |
| <i>Funding Source: Utilities Water Distribution &amp; Maintenance - Auto, Trucks, Heavy Equipment-Capital (5516203-658500). The original budget amount is \$270,672.00.</i> |                                                                     |                                                                                                |                     |                     |
| <b>Total</b>                                                                                                                                                                |                                                                     |                                                                                                |                     | <b>\$387,447.00</b> |

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

**ATTACHMENTS:**

- **#a:** December 22nd Council Memo- Fleet Requests (DOCX)
- **#b:** Alan Jay Quote (PDF)
- **#c:** Blanchard quote 308 LA (PDF)
- **#d:** Blanchard quote 305 LA (PDF)
- **#e:** Blanchard quote 303.5 LOA (PDF)



We Are Columbia

**TO:** Honorable Daniel J. Rickenmann, Mayor & Members of City Council  
Ms. Teresa Wilson, City Manager

**FROM:** Mr. Henry Simons, Assistant City Manager, Operations  
Mr. Jeff Palen, Assistant City Manager/Chief Financial Officer  
ACM for the Department of Procurement and Contracts

**DATE:** December 22, 2023

**SUBJECT:** Recommendation for Approval for Purchase of vehicle equipment for Parks and Recreation Department and Columbia Waste Water and Water Divisions as requested by the Fleet Services Division.

The Department of Procurement of Contracts, in coordination with the General Services Department, respectfully requests your review and approval of the purchase of vehicle equipment for the Parks and Recreation Department and Columbia Waste Water and Water Divisions.

| Item                              | Vehicle                                   | Department                      | Price        | Funding Source                                                |
|-----------------------------------|-------------------------------------------|---------------------------------|--------------|---------------------------------------------------------------|
| a.                                | 1 – 2024 Ford Transit Cargo Van T-350 RWD | Parks and Recreation Department | \$51,401.00  | Capital Replacement Program FY 2023-2024                      |
| b.                                | 1 – Cat 303.5 LOA Mini-Excavator          | Columbia Waste Water Division   | \$65,374.00  | Department Capital Columbia Waste Water Division FY 2023-2024 |
| c.                                | 2 – CAT 305 LA, 308 LA Mini Excavators    | Columbia Water                  | \$270,672.00 | Department Capital Columbia Water Division FY 2023-2024       |
| <b>Total Amount: \$387,447.00</b> |                                           |                                 |              |                                                               |

This purchase utilizes the SC State Contract and cooperative purchases agreements for vehicle equipment. Item (a) is vehicle equipment that is a capital replacement and is funded from the FY-23/24 Capital Replacement Program. Items (b, and c) are vehicles that are capital replacements and funded from the departments operating budget capital FY-23/24

If you have questions or concerns, please do not hesitate to contact our office.

**\*Capital Lease Purchase Program**

The City utilizes a capital lease purchase program for the replacement of General Fund rolling stock and technology refresh. Although referred to as a lease program, this is a financing mechanism for the City's capital outlays replacement program for General Fund departments. Vehicles and equipment include police patrol vehicles, fire





We Are Columbia

trucks, solid waste trucks, dump trucks and other vehicles and heavy equipment associated with General Fund departments.

The Capital Lease Program has typically been a 7 year lease and the annual lease payment is included in the General Fund Budget. The issuance of \$9,000,000 is based upon the replacement schedule for the year and the capacity of the General Fund for the lease payment.

Issuance of the lease takes is generally approved by City Ordinance during November or December City Council meetings. The procurement of vehicles begins as early as July due to the lead time it often takes for vehicles, especially heavy equipment and in particular fire apparatuses. Purchases take place throughout the fiscal year, depending upon availability. While the purchase of the vehicles begins before the lease is issued, the delivery and receipt of the vehicles or equipment occurs after the lease is issued.



6.b

Call Us first, for all of your Fleet Automotive, &amp; Light Truck needs.

Quote

|                                |                                         |                     |                                                            |         |
|--------------------------------|-----------------------------------------|---------------------|------------------------------------------------------------|---------|
| PHONE (800) ALANJAY (252-6529) |                                         | DIRECT 863-402-4216 | WWW.ALANJAY.COM                                            | 50818-1 |
| Corporate Office               | 2003 U.S. 27 South<br>Sebring, FL 33870 | MOBILE 904-505-9682 | Mailing Address<br>P.O. BOX 9200<br>Sebring, FL 33871-9200 |         |
|                                |                                         | FAX 863-402-4221    |                                                            |         |

ORIGINAL QUOTE DATE  
12/7/2023

## PRICE QUOTE FORM

REVISED QUOTE DATE  
12/7/2023

|                   |                        |        |                               |  |
|-------------------|------------------------|--------|-------------------------------|--|
| REQUESTING AGENCY | COLUMBIA, CITY OF (SC) |        |                               |  |
| CONTACT PERSON    | BILLY BOWERS           | EMAIL  | WILLIAM.BOWERS@COLUMBIASC.GOV |  |
| PHONE             | 803-545-3811           | MOBILE | FAX                           |  |

## PRICED IN ACCORDANCE STATE OF SOUTH CAROLINA CONTRACT #: 4400029875

|                                                                   |        |                  |             |
|-------------------------------------------------------------------|--------|------------------|-------------|
| MODEL                                                             | W1Y    | MSRP             | \$52,935.00 |
| 2024 Ford Transit Cargo Van (W1Y) T-350 148" Low Rf 9500 GVWR RWD |        |                  |             |
| CUSTOMER ID                                                       |        | GOVERNMENT PRICE | \$51,765.00 |
| BED LENGTH                                                        | 148"WB |                  |             |

\*\* All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

## FACTORY OPTIONS

## DESCRIPTION

|        |                                                   |              |
|--------|---------------------------------------------------|--------------|
| 998    | Engine: 3.5L PFDi V6 Flex-Fuel                    | \$0.00       |
| 44U    | Transmission: 10-Spd Automatic w/OD & SelectShift | \$0.00       |
| YZ     | Oxford White                                      | \$0.00       |
| VK     | Dark Palazzo Gray, Vinyl Front Bucket Seats       | \$0.00       |
| 101A   | OPTIONS Order Code 101A                           | \$0.00       |
| 153    | Front License Plate Bracket                       | \$0.00       |
| 15F    | Full Rear Compartment Lighting                    | \$0.00       |
| 16E    | Front & Rear Vinyl Floor Covering                 | \$0.00       |
| 21G    | Dark Palazzo Gray Vinyl Bucket Seats              | \$0.00       |
| 53B    | Heavy-Duty Trailer Tow Package                    | \$0.00       |
| 86F    | 2 Additional Keys (4 Total)                       | \$0.00       |
| X73    | 3.73 Axle Ratio                                   | \$0.00       |
| GPC SC | GOVERNMENT PRICE CONCESSION                       | (\$1,000.00) |

## FACTORY OPTIONS

(\$1,000.00)

## AFTERMARKET OPTIONS

## DESCRIPTION

|        |                                                                     |          |
|--------|---------------------------------------------------------------------|----------|
| CD FEE | COURTESY DELIVERY -DROP SHIP- TO LOCAL VENDOR FOR PDI AND DELIVERY. | \$636.00 |
|--------|---------------------------------------------------------------------|----------|

## AFTERMARKET OPTIONS

\$636.00

## TRADE IN

## TOTAL COST

\$51,401.00

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~

\$0.00

TOTAL COST LESS TRADE IN(S)

QTY

1

\$51,401.00

Estimated Annual payments for 60 months paid in advance: \$11,511.71

Municipal finance for any essential use vehicle, requires lender approval, WAC.

## Comments

QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS

VEHICLE QUOTED BY

MATT FORTE

GOVERNMENT ACCOUNT MANAGER matt.forte@alanjay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time.  
I am always happy to be of assistance.



Vehicle: [Fleet] 2024 Ford Transit Cargo Van (W1Y) T-350 148" Low Rf 9500 GVWR RWD (✔ Complete)



Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2024 Ford Transit Cargo Van (W1Y) T-350 148" Low Rf 9500 GVWR RWDMSRP:\$49,960.00

Interior:Dark Palazzo Gray, Vinyl Front Bucket Seats

Exterior 1:Oxford White

Exterior 2:No color has been selected.

Engine: 3.5L PFDi V6 Flex-Fuel

Transmission: 10-Spd Automatic w/OD & SelectShift

OPTIONS

| CODE | MODEL                                                                     | MSRP        |
|------|---------------------------------------------------------------------------|-------------|
| W1Y  | [Fleet] 2024 Ford Transit Cargo Van (W1Y) T-350 148" Low Rf 9500 GVWR RWD | \$49,960.00 |
|      | OPTIONS                                                                   |             |
| 101A | Order Code 101A                                                           | \$0.00      |
| 153  | Front License Plate Bracket                                               | \$0.00      |
| 15F  | Full Rear Compartment Lighting                                            | \$75.00     |
| 16E  | Front & Rear Vinyl Floor Covering                                         | \$245.00    |
| 21G  | Dark Palazzo Gray Vinyl Bucket Seats                                      | \$0.00      |

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Data Version: 20628. Data Updated: Oct 5, 2023 6:38:00 PM PDT.



Vehicle: [Fleet] 2024 Ford Transit Cargo Van (W1Y) T-350 148" Low Rf 9500 GVWR RWD (  Complete )

|                    |                                                   |             |
|--------------------|---------------------------------------------------|-------------|
| 44U                | Transmission: 10-Spd Automatic w/OD & SelectShift | \$0.00      |
| 53B                | Heavy-Duty Trailer Tow Package                    | \$485.00    |
| 86F                | 2 Additional Keys (4 Total)                       | \$75.00     |
| 998                | Engine: 3.5L PFDi V6 Flex-Fuel                    | \$0.00      |
| VK                 | Dark Palazzo Gray, Vinyl Front Bucket Seats       | \$0.00      |
| X73                | 3.73 Axle Ratio                                   | \$0.00      |
| YZ                 | Oxford White                                      | \$0.00      |
| SUBTOTAL           |                                                   | \$50,840.00 |
| Adjustments Total  |                                                   | \$0.00      |
| Destination Charge |                                                   | \$2,095.00  |
| TOTAL PRICE        |                                                   | \$52,935.00 |

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A



Vehicle: [Fleet] 2024 Ford Transit Cargo Van (W1Y) T-350 148" Low Rf 9500 GVWR RWD ( Complete )

Standard Equipment

Mechanical

- Engine: 3.5L PFDi V6 Flex-Fuel -inc: port injection (STD)
- Transmission: 10-Spd Automatic w/OD & SelectShift -inc: auxiliary transmission oil cooler (STD)
- 3.73 Axle Ratio (STD)
- 50-State Emissions System
- Rear-Wheel Drive
- 70-Amp/Hr Maintenance-Free Battery w/Run Down Protection
- 250 Amp Alternator
- 4412# Maximum Payload
- GVWR: 9,500 lb
- Front Anti-Roll Bar
- Electric Power-Assist Steering
- 25.1 Gal. Fuel Tank
- Single Stainless Steel Exhaust
- Strut Front Suspension w/Coil Springs
- Solid Axle Rear Suspension w/Leaf Springs
- 4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Hill Hold Control and Electric Parking Brake

Exterior

- Wheels: 16" Silver Steel w/Black Hubcap
- Tires: 235/65R16C 121/119 R AS BSW
- Steel Spare Wheel
- Full-Size Spare Tire Stored Underbody w/Crankdown
- Clearcoat Paint
- Black Front Bumper
- Black Rear Bumper w/1 Tow Hook
- Black Bodyside Cladding and Black Wheel Well Trim
- Black Side Windows Trim and Black Front Windshield Trim
- Black Door Handles
- Black Side Mirrors w/Convex Spotter
- Short-Arm Manual-Folding Power Adjust Mirrors

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Vehicle: [Fleet] 2024 Ford Transit Cargo Van (W1Y) T-350 148" Low Rf 9500 GVWR RWD (✔ Complete )

Exterior

- Light Tinted Glass
- Variable Intermittent Wipers
- Fully Galvanized Steel Panels
- Black Grille
- Front License Plate Bracket
- Sliding Rear Passenger Side Door
- Split Swing-Out Rear Cargo Access
- Tailgate/Rear Door Lock Included w/Power Door Locks
- Ford Co-Pilot360 - Autolamp Auto On/Off Aero-Composite Halogen Auto High-Beam Headlamps w/Delay-Off
- Headlights-Automatic Highbeams
- Laminated Glass

Entertainment

- Radio w/Seek-Scan, Clock, Aux Audio Input Jack, Steering Wheel Controls and External Memory Control
- Radio: AM/FM Stereo -inc: 4.0" multi-function display, Bluetooth, dual USB ports and 4 speakers (front)
- Streaming Audio
- Fixed Antenna
- Bluetooth Wireless Phone Connectivity
- 1 LCD Monitor In The Front

Interior

- Dark Palazzo Gray Vinyl Bucket Seats -inc: 2-way manual driver seat, 2-way manual passenger seat and driver armrest only (STD)
- 4-Way Driver Seat
- 4-Way Passenger Seat
- Manual Tilt/Telescoping Steering Column
- Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer and Trip Odometer
- FordPass Connect 4G Mobile Hotspot Internet Access
- Front Cupholder
- Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
- Cruise Control w/Steering Wheel Controls
- Manual Air Conditioning

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Vehicle: [Fleet] 2024 Ford Transit Cargo Van (W1Y) T-350 148" Low Rf 9500 GVWR RWD ( Complete )

Interior

|                                                            |
|------------------------------------------------------------|
| Locking Glove Box                                          |
| Driver Foot Rest                                           |
| Interior Trim -inc: Metal-Look Instrument Panel Insert     |
| Front Cloth Headliner                                      |
| Urethane Gear Shifter Material                             |
| Vinyl Front Bucket Seats                                   |
| Partial Floor Console w/Storage and 3 12V DC Power Outlets |
| Front Map Lights                                           |
| Fade-To-Off Interior Lighting                              |
| Front Only Vinyl/Rubber Floor Covering                     |
| Cargo Space Lights                                         |
| Driver Alert                                               |
| Pre-Collision Assist w/Automatic Emergency Braking         |
| Passenger-Side B-Pillar Assist Handle                      |
| Instrument Panel Bin, Driver And Passenger Door Bins       |
| Power 1st Row Windows w/Driver 1-Touch Down                |
| Power Door Locks w/Autolock Feature                        |
| Driver Information Center                                  |
| Analog Appearance                                          |
| Manual Adjustable Front Head Restraints                    |
| Securilock Anti-Theft Ignition (pats) Immobilizer          |
| 3 12V DC Power Outlets                                     |

Safety-Mechanical

|                                                                                                                |
|----------------------------------------------------------------------------------------------------------------|
| Ford Co-Pilot360 w/Side Wind Stabilization Electronic Stability Control (ESC) And Roll Stability Control (RSC) |
| ABS And Driveline Traction Control                                                                             |

Safety-Exterior

|                   |
|-------------------|
| Side Impact Beams |
|-------------------|

Safety-Interior

|                                                           |
|-----------------------------------------------------------|
| Dual Stage Driver And Passenger Seat-Mounted Side Airbags |
| Lane-Keeping System Lane Departure Warning                |

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Vehicle: [Fleet] 2024 Ford Transit Cargo Van (W1Y) T-350 148" Low Rf 9500 GVWR RWD ( Complete )

| Safety-Interior                                                                       |
|---------------------------------------------------------------------------------------|
| Low Tire Pressure Warning                                                             |
| Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch                  |
| Safety Canopy System Curtain 1st Row Airbags                                          |
| Airbag Occupancy Sensor                                                               |
| Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters and Pretensioners |
| Back-Up Camera                                                                        |

| WARRANTY                             |
|--------------------------------------|
| Basic Years: 3                       |
| Basic Miles/km: 36,000               |
| Drivetrain Years: 5                  |
| Drivetrain Miles/km: 60,000          |
| Corrosion Years: 5                   |
| Corrosion Miles/km: Unlimited        |
| Roadside Assistance Years: 5         |
| Roadside Assistance Miles/km: 60,000 |







SALES AGREEMENT

Blanchard Machinery Co., 3151 Charleston Highway, Columbia, SC29202-7517 Phone: (803) 791-7100

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                          |                                |                                       |                                                                                                                                |                                                             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------------|---------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|
| PURCHASER                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | CITY OF COLUMBIA         |                                |                                       |                                                                                                                                |                                                             |
| STREET ADDRESS                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | PO BOX 147               |                                |                                       | <SAME>                                                                                                                         |                                                             |
| CITY/STATE                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | COLUMBIA, SC             | COUNTY                         | RICHLAND                              |                                                                                                                                |                                                             |
| POSTAL CODE                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 29217                    | PHONE NO.                      | 803 545 3325                          |                                                                                                                                |                                                             |
| EQUIPMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Ebouni Moultrie          |                                |                                       |                                                                                                                                |                                                             |
| PRODUCT SUPPORT                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Ebouni Moultrie          |                                |                                       |                                                                                                                                |                                                             |
| INDUSTRY CODE:                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | LOCAL GOVERNMENT(PS93)   |                                | PRINCIPAL WORK CODE                   | F.O.B. AT: Compact Buckner Rd                                                                                                  |                                                             |
| CUSTOMER NUMBER                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 1615500                  |                                | Sales Tax Exemption # (if applicable) | N/A                                                                                                                            |                                                             |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                          |                                |                                       | CUSTOMER PO NUMBER                                                                                                             |                                                             |
| PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval)                                                                                                                                                                                                                                                                                                                                                                                             |                          |                                |                                       |                                                                                                                                |                                                             |
| NET PAYMENT ON RECEIPT OF INVOICE                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <input type="checkbox"/> | NET ON DELIVERY                | <input checked="" type="checkbox"/>   | FINANCIAL SERVICES                                                                                                             | <input type="checkbox"/> CSC <input type="checkbox"/> LEASE |
| CASH WITH ORDER                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | \$0.00                   | BALANCE TO FINANCE             | 0.00                                  | CONTRACT INTEREST RATE                                                                                                         | 0.00                                                        |
| PAYMENT PERIOD                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                          | PAYMENT AMOUNT                 | 0.00                                  | NUMBER OF PAYMENTS                                                                                                             | 0                                                           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                          |                                |                                       | OPTIONAL BUY-OUT                                                                                                               |                                                             |
| DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED                                                                                                                                                                                                                                                                                                                                                                                                                                      |                          |                                |                                       |                                                                                                                                |                                                             |
| MAKE: CAT                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                          | MODEL: 308 LA                  |                                       | YEAR: 2023                                                                                                                     |                                                             |
| STOCK NUMBER: C43803                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                          | SERIAL NUMBER: 0GG808974       |                                       |                                                                                                                                |                                                             |
| 308 07A CR MHE DCA8D                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                          | LINES, QC, LNG STK, 3 LINE     |                                       | LINKAGE, BUCKET W/ LIFTING EYE                                                                                                 |                                                             |
| DRAIN, ECOLOGY                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                          | ENGINE, EPA TIER 4 FINAL       |                                       | EQU HOUSE SWING COVER, 8T                                                                                                      |                                                             |
| HEATER, WATER JACKET                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                          | CONTROL, QC, 3 LINE            |                                       | WIRING GP                                                                                                                      |                                                             |
| SEAT, AIR SUSP, FABRIC, HEATED                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                          | CAT KEY, WITH PASSCODE OPTION  |                                       | COVER GP                                                                                                                       |                                                             |
| BELT, SEAT, 3" RETRACTABLE                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                          | INSTRUCTIONS, ANSI             |                                       | PLUG GP                                                                                                                        |                                                             |
| ALARM, TRAVEL                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                          | INSTRUCTIONS, CANADA           |                                       | PACKING, LAST MILE PROGRAM                                                                                                     |                                                             |
| MONITOR NEXT GEN, ADVANCED, CR                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                          | COUNTERWEIGHT, EXTRA, 550LBS   |                                       | 2                                                                                                                              |                                                             |
| LIGHTS, LED                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                          | FILM, COUPLER, ISO             |                                       | COUPLER, PG, HYDR.D.LOCK, 7-9T                                                                                                 |                                                             |
| INTEGRATED RADIO                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                          | SOFTWARE, PROPORTIONAL CONTROL |                                       | BUCKET-HD, 24", 8.1 FT3, 7T                                                                                                    |                                                             |
| CAMERA, REAR VIEW                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                          | SOFTWARE, STICK STEER CONTROL  |                                       | BUCKET-HD, 18", 5.4 FT3, 7T                                                                                                    |                                                             |
| ELECTRICAL ARR, C3.3 HRC                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                          | SOFTWARE, 2 WAY CONTROL        |                                       | Epiroc SBU340 breaker hammer                                                                                                   |                                                             |
| 308 07A CR MINI EXCAVATOR                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                          | SOFTWARE, CODED START          |                                       | Safety debris screen optional                                                                                                  |                                                             |
| BOOM, SWING                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                          | PRODUCT LINK, CELLULAR PLE643  |                                       |                                                                                                                                |                                                             |
| LINES, BOOM                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                          | STD BLADE, STD U/C, TG W/PAD   |                                       |                                                                                                                                |                                                             |
| LINES, STICK                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                          | STICK, LONG                    |                                       |                                                                                                                                |                                                             |
| TRADE-IN EQUIPMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                          |                                |                                       | SELL PRICE                                                                                                                     |                                                             |
| MODEL: YEAR: SN:                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                          |                                |                                       | \$169,817.00                                                                                                                   |                                                             |
| PAYOUT TO: AMOUNT: PAID BY:                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                          |                                |                                       | NET BALANCE DUE                                                                                                                |                                                             |
| MODEL: YEAR: SN:                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                          |                                |                                       | \$169,817.00                                                                                                                   |                                                             |
| PAYOUT TO: AMOUNT: PAID BY:                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                          |                                |                                       | SC SALES TAX                                                                                                                   |                                                             |
| MODEL: YEAR: SN:                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                          |                                |                                       | \$500.00                                                                                                                       |                                                             |
| PAYOUT TO: AMOUNT: PAID BY:                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                          |                                |                                       | AFTER TAX BALANCE                                                                                                              |                                                             |
| MODEL: YEAR: SN:                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                          |                                |                                       | \$170,317.00                                                                                                                   |                                                             |
| PAYOUT TO: AMOUNT: PAID BY:                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                          |                                |                                       |                                                                                                                                |                                                             |
| MODEL: YEAR: SN:                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                          |                                |                                       |                                                                                                                                |                                                             |
| PAYOUT TO: AMOUNT: PAID BY:                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                          |                                |                                       |                                                                                                                                |                                                             |
| ALL TRADES-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.                                                                                                                                                                                                                                                                                                                                    |                          |                                |                                       |                                                                                                                                |                                                             |
| PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.                                                                                                                                                                                                                                                                                     |                          |                                |                                       |                                                                                                                                |                                                             |
| <input checked="" type="checkbox"/> CATERPILLAR EQUIPMENT WARRANTY                                                                                                                                                                                                                                                                                                                                                                                                                |                          | INITIAL                        |                                       | <input type="checkbox"/> USED EQUIPMENT WARRANTY                                                                               |                                                             |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                          |                                |                                       | INITIAL                                                                                                                        |                                                             |
| The customer acknowledges that he has received a copy of the Blanchard Machinery Company/Caterpillar Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty. Warranty applicable including expiration date where necessary: 24 Months/2000 Hours |                          |                                |                                       | All used equipment is sold as is where is and no warranty is offered or implied except as specified here: Warranty applicable: |                                                             |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                          |                                |                                       |                                                                                                                                |                                                             |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                          |                                |                                       |                                                                                                                                |                                                             |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                          |                                |                                       |                                                                                                                                |                                                             |
| CSA:                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                          |                                |                                       |                                                                                                                                |                                                             |
| NOTES: State Contract # 4400031291                                                                                                                                                                                                                                                                                                                                                                                                                                                |                          |                                |                                       |                                                                                                                                |                                                             |

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE

|                             |                |                          |           |
|-----------------------------|----------------|--------------------------|-----------|
| BLANCHARD MACHINERY COMPANY |                | PURCHASER                |           |
| ORDER RECEIVED BY           | Hoffman, Erik  | APPROVED AND ACCEPTED ON |           |
|                             | REPRESENTATIVE | CITY OF COLUMBIA         | PURCHASER |
| BY                          |                | SIGNATURE                |           |
|                             |                | TITLE                    |           |

# TERMS AND CONDITIONS

6.c

**1. Binding Agreement.** By executing this Sales Agreement (the "Agreement"), Purchaser agrees to purchase from Blanchard Machinery the equipment and attachments described on the face hereof (collectively referred to herein as the "Equipment") pursuant to the terms and conditions specified in this Agreement.

**2. Purchase of Equipment.** Blanchard Machinery Company ("Blanchard Machinery") shall have no obligation to fulfill timely orders for Equipment which are out-of-stock or otherwise unavailable, but Blanchard Machinery will promptly notify you of such unavailability or delay as soon as Blanchard Machinery becomes aware of it. Any terms and conditions contained in Purchaser's documents that are different or in addition to the terms and conditions herein, including but not limited to letters, purchase orders, or sales acknowledgements, are hereby rejected by Blanchard Machinery, are not a part of this Agreement, and shall be of no effect or binding upon Blanchard Machinery unless specifically agreed to in writing by an authorized officer of Blanchard Machinery. Failure by Blanchard Machinery specifically to object to provisions contained in such documents shall not in any way be deemed an alteration to or waiver of these terms and conditions.

**3. Price and Other Expenses.** All prices set forth on the face of this Agreement are the purchase prices of the Equipment. Purchaser shall be responsible for all expenses relating to the Equipment purchased including but not limited to (a) any federal, state, local, foreign or provincial taxes or tariffs, now or hereafter enacted, applicable to the Equipment, as further set forth in Section 7, below; (b) standard shipping or other special transportation costs to the point of delivery specified by Purchaser; (c) all charges in the event payment from Purchaser is delinquent, including, without limitation, all costs and expenses, including attorneys' fees, of collecting any amount not paid when due hereunder; and (d) all other expenses, not included in the sale and delivery contemplated above, of whatever kind or nature, relating to special insurance requirements, the purchase, shipment, transportation, or delivery of Equipment.

**4. Equipment Delivery.** Unless otherwise agreed, all shipments will be made by third-party carriers chosen by Blanchard Machinery or its designees, at costs, tariffs and other charges, and in accordance with terms and conditions established by Blanchard Machinery and its designees from time to time.

**5. Risk of Loss.** The risk of loss associated with any Equipment and title passes to Purchaser upon delivery of the goods to the shipping point, FOB, subject to the reservation of a security interest to Blanchard Machinery in Section 6 of this Agreement. Blanchard Machinery shall have no liability of any kind or nature, whether for consequential or other damages for any reason whatsoever, relating to shipment of Equipment purchased by Purchaser, including but not limited to damage to the Equipment, taxes, duties, loss, theft or any illness of or personal injury to any person or property under any environmental, health or safety law.

**6. Payment and Credit.** Purchaser shall pay for all Equipment in accordance with payment terms set forth on the face of this Agreement. Purchaser's right to purchase any Equipment is conditioned upon approval of Purchaser's credit and may be withdrawn or amended at any time by Blanchard Machinery in its sole discretion. Purchaser understands and agrees that the late fee is subject to adjustment by Blanchard Machinery. The late fee schedule is subject to change at discretion of Blanchard Machinery. The late fee schedule is as follows: \$5 fee for past due balances of \$350 to \$1,000; \$15 fee for \$1,001 to \$2,000; \$30 fee for \$2,001 to \$3,000; \$45 fee for \$3,001 to \$5,000; \$75 fee for \$5,001 to \$10,000; \$150 fee for \$10,001 to \$20,000; \$300 fee for \$20,001 to \$50,000; \$700 fee for \$50,001 to \$75,000; and \$1,100 fee for \$75,001 to \$100,000; \$1,500 fee for \$100,001 to \$200,000; \$3,000 fee for \$200,001 to \$300,000; \$4,500 fee for \$300,001 to \$500,000; \$7,500 fee for \$500,001 and above. In the event Purchaser is delinquent, Purchaser shall pay all costs of collection, including but not limited to reasonable attorneys' fees. Should Purchaser become delinquent in the payment of any sum due under this Agreement, all contractual or other obligations of Blanchard Machinery to Purchaser shall terminate without further notice to Purchaser. Blanchard Machinery retains, and Purchaser hereby grants Blanchard Machinery, a purchase money security interest in the Equipment, including all accessions to and replacements of them, to secure the payment of the purchase price of the Equipment, until Purchaser has made payment in full in accordance with the terms hereof, and Purchaser shall cooperate fully with Blanchard Machinery in executing such documents, including a Uniform Commercial Code financing statement, and accomplishing such filings and/or recordings thereof as Blanchard Machinery deems necessary for the perfection, protection and enforcement of such security interest.

**7. Taxes and Other Charges.** Purchaser is responsible for the payment of all federal, state, local, foreign, or provincial taxes (now or hereafter enacted), fees, or charges which may be assessed or levied now or hereafter on or on account of materials sold hereunder to Purchaser. Published prices do not include such taxes, which may be added by Blanchard Machinery to the invoice where Blanchard Machinery has a legal obligation to collect them. When Purchaser claims that this transaction is not subject to any such tax, or that Purchaser is exempt, or that Blanchard Machinery is not required to collect such tax, Purchaser agrees to provide Blanchard Machinery with any documentation necessary to support such a claim and to allow Blanchard Machinery to document its decision not to collect tax(es).

**8. Acceptance; Non-Conforming Equipment; Sole Remedy.** Purchaser agrees to accept all Equipment upon delivery to Purchaser where the Equipment is in material conformity with Blanchard Machinery's or the applicable manufacturer's published description or specifications of such Equipment. In any event, Equipment shall be deemed automatically, irrevocably and conclusively accepted without defects when Purchaser has had possession of the Equipment for five (5) days and has failed to notify Blanchard Machinery that the Equipment has been rejected and the reasons for such rejection. Purchaser's sole remedy hereunder for Blanchard Machinery's failure to deliver Equipment in material conformity with applicable published description or specifications of such Equipment shall be, at Blanchard Machinery's option, the replacement of such non-conforming Equipment with conforming Equipment, or refund of the applicable purchase price paid therefore.

**9. Purchaser Representations and Covenants.** Purchaser shall be solely responsible for the use and disposition of the Equipment, including, without limitation, the obtaining of all permits, licenses or certificates required for the use thereof. Purchaser agrees to use the Equipment only in accordance with all laws, rules and regulations applicable thereto.

**10. Indemnification.** Purchaser shall indemnify, defend, and hold Blanchard Machinery harmless from any and all liabilities, claims, demands, causes of action, or suits of whatever nature including, but not limited to, attorneys' fees and litigation expenses, arising from any: (a) breach by Purchaser of any representation or covenant made by Purchaser under this Agreement; (b) breach by Purchaser of any provision of this Agreement; (c) failure of Purchaser to comply with applicable environmental, health and safety laws; and (d) any use by Purchaser or third parties of the Equipment sold to Purchaser. Notwithstanding the foregoing, Purchaser shall not be liable to Blanchard Machinery for any portion of such liabilities that result from Blanchard Machinery's fraud, bad faith, or willful misconduct.

**11. Equipment Warranties.** Some Equipment may come with limited warranties. Purchaser may obtain a copy of the applicable equipment warranty by contacting Blanchard Machinery. EXCEPT FOR THE FOREMENTIONED LIMITED WARRANTIES OF VARIOUS EQUIPMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BLANCHARD MACHINERY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE EQUIPMENT.

**12. Limitations on Liability.** IN NO EVENT SHALL BLANCHARD MACHINERY BE LIABLE FOR LOSS OF PROFITS, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY BREACH OF THIS AGREEMENT OR OBLIGATIONS UNDER THIS AGREEMENT, AND IN NO EVENT SHALL THE LIABILITY OF BLANCHARD MACHINERY EXCEED THE UNIT PRICE OF THE DEFECTIVE EQUIPMENT. ANY ACTION BY PURCHASER UNDER OR RELATING TO THIS AGREEMENT SHALL COMMENCE WITHIN TWELVE (12) MONTHS AFTER SUCH CAUSE OF ACTION ACCRUED. BLANCHARD MACHINERY'S LIABILITY SHALL BE LIMITED AS SET FORTH HEREIN AND OTHER PROVISIONS OF THIS AGREEMENT.

**13. Force Majeure.** Blanchard Machinery shall not be responsible for any failure to perform the contract formed hereunder due to causes beyond its control, including, but not limited to, acts of God, pandemics, labor disputes or shortages, acts or omissions of buyer, government or judicial authorities, or military authorities, delays in transportation, or inability to obtain necessary materials or supplies, all whether foreseen or unforeseen.

**14. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to the choice of law provisions thereof. Any dispute or claim relating to or arising out of or in connection with this Agreement shall be finally settled by binding arbitration in Lexington County, South Carolina using the then current rules and procedures of the American Arbitration Association. Notwithstanding the foregoing, nothing herein shall preclude either party from seeking injunctive relief in any state or federal court of competent jurisdiction in Lexington County, South Carolina without first complying with the arbitration provisions of this Section, and each party hereby consents to the exclusive jurisdiction of state and federal courts in Lexington County, South Carolina for such purpose.

**15. Product Link.** In the event any portion of the Equipment is equipped with Product Link, Customer understands data concerning this Equipment, its condition, and its operation is being transmitted by Product Link to Caterpillar and/or its dealers to better serve Customer and to improve upon Caterpillar products and services. The information transmitted may include: machine serial number, machine location, and operational data, including but not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers, and installed attachments. Caterpillar will not sell or rent collected information to any other third party and will exercise reasonable efforts to keep the information secure. Caterpillar Inc. recognizes and respects customer privacy. Customer agrees to allow this data to be accessed by Caterpillar and/or its dealers.

**16. Complete Agreement; Severability; Non-Waiver; No Third Party Beneficiaries.** This Agreement constitutes the entire understanding between Purchaser and Blanchard Machinery with respect to the purchase of Equipment, superseding all prior written and oral communications and understandings. If any provisions or portion of this Agreement is not given legal effect by a court of competent jurisdiction, such provisions or portions shall drop out of this Agreement and the remaining provisions and portions of this Agreement shall be construed and enforced. This Agreement shall not be interpreted or construed to confer any rights or remedies upon any third parties. Blanchard Machinery's failure to exercise any of its rights for any period shall not constitute or be deemed a waiver or forfeiture of such rights.

This instrument shall not become effective or binding upon Lessor until executed by an authorized representative of Lessor.

Packet Pg. 100

Customer Initials: \_\_\_\_\_ Date: \_\_\_\_\_



## DIGITAL AUTHORIZATION

CATERPILLAR TELEMATICS DATA AND CAT REMOTE SERVICES-SOFTWARE UPDATES PROCESS FOR SELECT PRODUCT LINK TELEMATICS AND CAT EQUIPMENT CONTROL MODULE SOFTWARE.

Customer equipment has installed devices that transmit data to Caterpillar Inc. ("Caterpillar").

Data transmitted to Caterpillar is used in accordance with Caterpillar's [Data Governance Statement](https://www.caterpillar.com/en/legal-notices/data-governance-statement.html) ( "DGS" ), which describes Caterpillar's practices for collecting, sharing and using data and information related to customer's machines, products, Devices or other Assets and their associated worksites. The DGS can be reviewed at <https://www.caterpillar.com/en/legal-notices/data-governance-statement.html>

Caterpillar's process for performing remote diagnostics and making available remote software and firmware updates and upgrades, such as configuration, patches, bug fixes, new or enhanced features, etc., for Assets and Devices is described in the [Cat® Remote Services – Software Update Process for select Product Link™ Telematics and Cat Equipment Control Module Software](https://www.cat.com/remoteservicesprocess?_ga=2.245276421.1412167159.1561985855-475983137.1559312215) document (the "RSP Document" ) The RSP Document can be reviewed at [https://www.cat.com/remoteservicesprocess?\\_ga=2.245276421.1412167159.1561985855-475983137.1559312215](https://www.cat.com/remoteservicesprocess?_ga=2.245276421.1412167159.1561985855-475983137.1559312215).

Company acknowledges and agrees to data transmission to Caterpillar via devices installed on Company equipment or by other means as outlined and described in the DGS, and grants to Caterpillar the right to collect, use, and share such information, including to its Distribution Networks or other affiliates, in accordance with the [Caterpillar Data Governance Statement](#) . Company's authorization also applies to any data and information previously collected by Caterpillar.

AGREE ☐

DECLINE ☐

Company acknowledges and agrees to participate in Remote Services (including, remote diagnostics and remote updates and upgrades) and authorizes Caterpillar to remotely access, program, and install updates and upgrades for Company's Assets and Devices in accordance with the [Remote Services Process Document](#).

AGREE ☐

DECLINE ☐

The rights granted in this authorization survive the termination or expiration of the Company's subscriptions to any Digital Offerings. Except as set out in a written agreement between Company and Caterpillar expressly referencing the Data Governance Statement, this authorization supercedes and replaces any other authorizations with regard to the subject matter hereof.

CITY OF COLUMBIA

Company

Company (Print)

Company Representative (Print)

Signature

Nov 01, 2023

Date

Caterpillar: Confidential Green

### FOR DEALER USE ONLY

Company UCID

Company Representative CWS ID

Main Store Dealer Code

Dealer Representative Name

Dealer Representative CWS ID



SALES AGREEMENT

Blanchard Machinery Co., 3151 Charleston Highway, Columbia, SC29202-7517 Phone: (803) 791-7100

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                          |                                |                                                                                                                                   |                                                  |                                                             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|-------------------------------------------------------------|
| PURCHASER                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | CITY OF COLUMBIA         |                                |                                                                                                                                   |                                                  |                                                             |
| STREET ADDRESS                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | PO BOX 147               |                                |                                                                                                                                   | <SAME>                                           |                                                             |
| CITY/STATE                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | COLUMBIA, SC             | COUNTY                         | RICHLAND                                                                                                                          |                                                  |                                                             |
| POSTAL CODE                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 29217                    | PHONE NO.                      | 803 545 3325                                                                                                                      |                                                  |                                                             |
| EQUIPMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Ebouni Moultrie          |                                |                                                                                                                                   |                                                  |                                                             |
| PRODUCT SUPPORT                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Ebouni Moultrie          |                                |                                                                                                                                   |                                                  |                                                             |
| INDUSTRY CODE:                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | LOCAL GOVERNMENT(PS93)   |                                | PRINCIPAL WORK CODE                                                                                                               | F.O.B. AT: Compact Buckner Rd                    |                                                             |
| CUSTOMER NUMBER                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 1615500                  |                                | Sales Tax Exemption # (if applicable)                                                                                             | N/A                                              |                                                             |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                          |                                |                                                                                                                                   | CUSTOMER PO NUMBER                               |                                                             |
| PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval)                                                                                                                                                                                                                                                                                                                                                                                             |                          |                                |                                                                                                                                   |                                                  |                                                             |
| NET PAYMENT ON RECEIPT OF INVOICE                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <input type="checkbox"/> | NET ON DELIVERY                | <input checked="" type="checkbox"/>                                                                                               | FINANCIAL SERVICES                               | <input type="checkbox"/> CSC <input type="checkbox"/> LEASE |
| CASH WITH ORDER                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | \$0.00                   | BALANCE TO FINANCE             | 0.00                                                                                                                              | CONTRACT INTEREST RATE                           | 0.00                                                        |
| PAYMENT PERIOD                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                          | PAYMENT AMOUNT                 | 0.00                                                                                                                              | NUMBER OF PAYMENTS                               | 0                                                           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                          |                                |                                                                                                                                   | OPTIONAL BUY-OUT                                 |                                                             |
| DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED                                                                                                                                                                                                                                                                                                                                                                                                                                      |                          |                                |                                                                                                                                   |                                                  |                                                             |
| MAKE: CAT                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | MODEL: 305 LA            |                                | YEAR: TBA                                                                                                                         |                                                  |                                                             |
| STOCK NUMBER: C45204                                                                                                                                                                                                                                                                                                                                                                                                                                                              | SERIAL NUMBER: 05G504174 |                                |                                                                                                                                   |                                                  |                                                             |
| 305 07A CR MHE DCA3A                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 610-5456                 | ALARM, TRAVEL                  | 579-8852                                                                                                                          | CONTROL, QC, 3 LINE                              | 584-4311                                                    |
| MIRROR, CAB, RIGHT                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 428-7870                 | ELECTRICAL ARR, C1.7 HRC       | 579-8859                                                                                                                          | LINES, QC, LNG STK, 3 LINE                       | 586-0416                                                    |
| BELT, SEAT, 3" RETRACTABLE                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 510-6085                 | LIGHTS, LED, REAR              | 579-8870                                                                                                                          | FILM, INC. CANADA                                | 552-5984                                                    |
| WATER JACKET HEATER, 120V                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 519-8302                 | INTEGRATED RADIO               | 579-8873                                                                                                                          | PACKING, LAST MILE PROGRAM                       | 0P-4299                                                     |
| CAT KEY, WITH PASSCODE OPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 522-6460                 | MONITOR NEXT GEN, CAMERA READY | 579-8876                                                                                                                          | COUPLER, PG, HYDR.D.LOCK, 5-6T                   | 485-5301                                                    |
| BOOM, SWING                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 527-7599                 | PRODUCT LINK, CELLULAR PL243   | 579-8889                                                                                                                          | BUCKET-HD, 18", 3.1 FT3, 5T                      | 464-9909                                                    |
| LINES, BOOM                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 527-7611                 | CAMERA, REAR VIEW              | 579-8892                                                                                                                          | BUCKET-HD, 24", 4.6 FT3, 5T                      | 535-8405                                                    |
| TRACK, 16", RUBBER BELT                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 527-7627                 | LINES, STICK                   | 584-3653                                                                                                                          | Epiroc SBU220 breaker hammer                     |                                                             |
| SOFTWARE, PROPORTIONAL CONTROL                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 557-1709                 | LINKAGE BUCKET W/LIFTING EYE   | 584-4306                                                                                                                          | cab debris guard                                 |                                                             |
| SOFTWARE, STICK STEER CONTROL                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 557-1710                 | INSTRUCTIONS, ANSI             | 595-7021                                                                                                                          |                                                  |                                                             |
| SOFTWARE, 2 WAY CONTROL                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 557-1711                 | HYDRAULIC OIL                  | 595-9905                                                                                                                          |                                                  |                                                             |
| SOFTWARE, CODED START                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 557-1713                 | STICK, LONG, WITH 1ST AUX      | 596-7594                                                                                                                          |                                                  |                                                             |
| 305 07A CR MINI EXCAVATOR                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 576-7009                 | BLADE, STD, BOCE               | 597-0753                                                                                                                          |                                                  |                                                             |
| CAB, WITH HEAT AND A/C                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 576-7025                 | ENGINE, EPA TIER 4 FINAL       | 611-2416                                                                                                                          |                                                  |                                                             |
| COUNTERWEIGHT, STANDARD                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 576-9149                 | LIGHTS, LED                    | 579-8868                                                                                                                          |                                                  |                                                             |
| TRADE-IN EQUIPMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                          |                                | SELL PRICE \$99,855.00                                                                                                            |                                                  |                                                             |
| MODEL: _____ YEAR: _____ SN: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                |                          |                                | NET BALANCE DUE \$99,855.00                                                                                                       |                                                  |                                                             |
| PAYOUT TO: _____ AMOUNT: _____ PAID BY: _____                                                                                                                                                                                                                                                                                                                                                                                                                                     |                          |                                | SC SALES TAX \$500.00                                                                                                             |                                                  |                                                             |
| MODEL: _____ YEAR: _____ SN: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                |                          |                                | AFTER TAX BALANCE \$100,355.00                                                                                                    |                                                  |                                                             |
| PAYOUT TO: _____ AMOUNT: _____ PAID BY: _____                                                                                                                                                                                                                                                                                                                                                                                                                                     |                          |                                |                                                                                                                                   |                                                  |                                                             |
| MODEL: _____ YEAR: _____ SN: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                |                          |                                |                                                                                                                                   |                                                  |                                                             |
| PAYOUT TO: _____ AMOUNT: _____ PAID BY: _____                                                                                                                                                                                                                                                                                                                                                                                                                                     |                          |                                |                                                                                                                                   |                                                  |                                                             |
| ALL TRADES-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.                                                                                                                                                                                                                                                                                                                                    |                          |                                |                                                                                                                                   |                                                  |                                                             |
| PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.                                                                                                                                                                                                                                                                                     |                          |                                |                                                                                                                                   |                                                  |                                                             |
| <input checked="" type="checkbox"/> CATERPILLAR EQUIPMENT WARRANTY                                                                                                                                                                                                                                                                                                                                                                                                                |                          | INITIAL                        |                                                                                                                                   | <input type="checkbox"/> USED EQUIPMENT WARRANTY |                                                             |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                          |                                |                                                                                                                                   | INITIAL                                          |                                                             |
| The customer acknowledges that he has received a copy of the Blanchard Machinery Company/Caterpillar Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty. Warranty applicable including expiration date where necessary: 24 Months/2000 Hours |                          |                                | All used equipment is sold as is where is and no warranty is offered or implied except as specified here:<br>Warranty applicable: |                                                  |                                                             |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                          |                                |                                                                                                                                   |                                                  |                                                             |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                          |                                |                                                                                                                                   |                                                  |                                                             |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                          |                                |                                                                                                                                   |                                                  |                                                             |
| CSA:                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                          |                                |                                                                                                                                   |                                                  |                                                             |
| NOTES: State Contract # 4400031291                                                                                                                                                                                                                                                                                                                                                                                                                                                |                          |                                |                                                                                                                                   |                                                  |                                                             |

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE

|                   |                             |           |
|-------------------|-----------------------------|-----------|
| ORDER RECEIVED BY | BLANCHARD MACHINERY COMPANY | PURCHASER |
| Hoffman, Erik     |                             |           |
| REPRESENTATIVE    | APPROVED AND ACCEPTED ON    |           |
|                   | CITY OF COLUMBIA            | PURCHASER |
| BY                | SIGNATURE                   | TITLE     |
|                   |                             |           |

# TERMS AND CONDITIONS

6.d

**1. Binding Agreement.** By executing this Sales Agreement (the "Agreement"), Purchaser agrees to purchase from Blanchard Machinery the equipment and attachments described on the face hereof (collectively referred to herein as the "Equipment") pursuant to the terms and conditions specified in this Agreement.

**2. Purchase of Equipment.** Blanchard Machinery Company ("Blanchard Machinery") shall have no obligation to fulfill timely orders for Equipment which are out-of-stock or otherwise unavailable, but Blanchard Machinery will promptly notify you of such unavailability or delay as soon as Blanchard Machinery becomes aware of it. Any terms and conditions contained in Purchaser's documents that are different or in addition to the terms and conditions herein, including but not limited to letters, purchase orders, or sales acknowledgements, are hereby rejected by Blanchard Machinery, are not a part of this Agreement, and shall be of no effect or binding upon Blanchard Machinery unless specifically agreed to in writing by an authorized officer of Blanchard Machinery. Failure by Blanchard Machinery specifically to object to provisions contained in such documents shall not in any way be deemed an alteration to or waiver of these terms and conditions.

**3. Price and Other Expenses.** All prices set forth on the face of this Agreement are the purchase prices of the Equipment. Purchaser shall be responsible for all expenses relating to the Equipment purchased including but not limited to (a) any federal, state, local, foreign or provincial taxes or tariffs, now or hereafter enacted, applicable to the Equipment, as further set forth in Section 7, below; (b) standard shipping or other special transportation costs to the point of delivery specified by Purchaser; (c) all charges in the event payment from Purchaser is delinquent, including, without limitation, all costs and expenses, including attorneys' fees, of collecting any amount not paid when due hereunder; and (d) all other expenses, not included in the sale and delivery contemplated above, of whatever kind or nature, relating to special insurance requirements, the purchase, shipment, transportation, or delivery of Equipment.

**4. Equipment Delivery.** Unless otherwise agreed, all shipments will be made by third-party carriers chosen by Blanchard Machinery or its designees, at costs, tariffs and other charges, and in accordance with terms and conditions established by Blanchard Machinery and its designees from time to time.

**5. Risk of Loss.** The risk of loss associated with any Equipment and title passes to Purchaser upon delivery of the goods to the shipping point, FOB, subject to the reservation of a security interest to Blanchard Machinery in Section 6 of this Agreement. Blanchard Machinery shall have no liability of any kind or nature, whether for consequential or other damages for any reason whatsoever, relating to shipment of Equipment purchased by Purchaser, including but not limited to damage to the Equipment, taxes, duties, loss, theft or any illness of or personal injury to any person or property under any environmental, health or safety law.

**6. Payment and Credit.** Purchaser shall pay for all Equipment in accordance with payment terms set forth on the face of this Agreement. Purchaser's right to purchase any Equipment is conditioned upon approval of Purchaser's credit and may be withdrawn or amended at any time by Blanchard Machinery in its sole discretion. Purchaser understands and agrees that the late fee is subject to adjustment by Blanchard Machinery. The late fee schedule is subject to change at discretion of Blanchard Machinery. The late fee schedule is as follows: \$5 fee for past due balances of \$350 to \$1,000; \$15 fee for \$1,001 to \$2,000; \$30 fee for \$2,001 to \$3,000; \$45 fee for \$3,001 to \$5,000; \$75 fee for \$5,001 to \$10,000; \$150 fee for \$10,001 to \$20,000; \$300 fee for \$20,001 to \$50,000; \$700 fee for \$50,001 to \$75,000; and \$1,100 fee for \$75,001 to \$100,000; \$1,500 fee for \$100,001 to \$200,000; \$3,000 fee for \$200,001 to \$300,000; \$4,500 fee for \$300,001 to \$500,000; \$7,500 fee for \$500,001 and above. In the event Purchaser is delinquent, Purchaser shall pay all costs of collection, including but not limited to reasonable attorneys' fees. Should Purchaser become delinquent in the payment of any sum due under this Agreement, all contractual or other obligations of Blanchard Machinery to Purchaser shall terminate without further notice to Purchaser. Blanchard Machinery retains, and Purchaser hereby grants Blanchard Machinery, a purchase money security interest in the Equipment, including all accessions to and replacements of them, to secure the payment of the purchase price of the Equipment, until Purchaser has made payment in full in accordance with the terms hereof, and Purchaser shall cooperate fully with Blanchard Machinery in executing such documents, including a Uniform Commercial Code financing statement, and accomplishing such filings and/or recordings thereof as Blanchard Machinery deems necessary for the perfection, protection and enforcement of such security interest.

**7. Taxes and Other Charges.** Purchaser is responsible for the payment of all federal, state, local, foreign, or provincial taxes (now or hereafter enacted), fees, or charges which may be assessed or levied now or hereafter on or on account of materials sold hereunder to Purchaser. Published prices do not include such taxes, which may be added by Blanchard Machinery to the invoice where Blanchard Machinery has a legal obligation to collect them. When Purchaser claims that this transaction is not subject to any such tax, or that Purchaser is exempt, or that Blanchard Machinery is not required to collect such tax, Purchaser agrees to provide Blanchard Machinery with any documentation necessary to support such a claim and to allow Blanchard Machinery to document its decision not to collect tax(es).

**8. Acceptance; Non-Conforming Equipment; Sole Remedy.** Purchaser agrees to accept all Equipment upon delivery to Purchaser where the Equipment is in material conformity with Blanchard Machinery's or the applicable manufacturer's published description or specifications of such Equipment. In any event, Equipment shall be deemed automatically, irrevocably and conclusively accepted without defects when Purchaser has had possession of the Equipment for five (5) days and has failed to notify Blanchard Machinery that the Equipment has been rejected and the reasons for such rejection. Purchaser's sole remedy hereunder for Blanchard Machinery's failure to deliver Equipment in material conformity with applicable published description or specifications of such Equipment shall be, at Blanchard Machinery's option, the replacement of such non-conforming Equipment with conforming Equipment, or refund of the applicable purchase price paid therefore.

**9. Purchaser Representations and Covenants.** Purchaser shall be solely responsible for the use and disposition of the Equipment, including, without limitation, the obtaining of all permits, licenses or certificates required for the use thereof. Purchaser agrees to use the Equipment only in accordance with all laws, rules and regulations applicable thereto.

**10. Indemnification.** Purchaser shall indemnify, defend, and hold Blanchard Machinery harmless from any and all liabilities, claims, demands, causes of action, or suits of whatever nature including, but not limited to, attorneys' fees and litigation expenses, arising from any: (a) breach by Purchaser of any representation or covenant made by Purchaser under this Agreement; (b) breach by Purchaser of any provision of this Agreement; (c) failure of Purchaser to comply with applicable environmental, health and safety laws; and (d) any use by Purchaser or third parties of the Equipment sold to Purchaser. Notwithstanding the foregoing, Purchaser shall not be liable to Blanchard Machinery for any portion of such liabilities that result from Blanchard Machinery's fraud, bad faith, or willful misconduct.

**11. Equipment Warranties.** Some Equipment may come with limited warranties. Purchaser may obtain a copy of the applicable equipment warranty by contacting Blanchard Machinery. EXCEPT FOR THE AFOREMENTIONED LIMITED WARRANTIES OF VARIOUS EQUIPMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BLANCHARD MACHINERY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE EQUIPMENT.

**12. Limitations on Liability.** IN NO EVENT SHALL BLANCHARD MACHINERY BE LIABLE FOR LOSS OF PROFITS, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY BREACH OF THIS AGREEMENT OR OBLIGATIONS UNDER THIS AGREEMENT, AND IN NO EVENT SHALL THE LIABILITY OF BLANCHARD MACHINERY EXCEED THE UNIT PRICE OF THE DEFECTIVE EQUIPMENT. ANY ACTION BY PURCHASER UNDER OR RELATING TO THIS AGREEMENT SHALL COMMENCE WITHIN TWELVE (12) MONTHS AFTER SUCH CAUSE OF ACTION ACCRUED. BLANCHARD MACHINERY'S LIABILITY SHALL BE LIMITED AS SET FORTH HEREIN AND OTHER PROVISIONS OF THIS AGREEMENT.

**13. Force Majeure.** Blanchard Machinery shall not be responsible for any failure to perform the contract formed hereunder due to causes beyond its control, including, but not limited to, acts of God, pandemics, labor disputes or shortages, acts or omissions of buyer, government or judicial authorities, or military authorities, delays in transportation, or inability to obtain necessary materials or supplies, all whether foreseen or unforeseen.

**14. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to the choice of law provisions thereof. Any dispute or claim relating to or arising out of or in connection with this Agreement shall be finally settled by binding arbitration in Lexington County, South Carolina using the then current rules and procedures of the American Arbitration Association. Notwithstanding the foregoing, nothing herein shall preclude either party from seeking injunctive relief in any state or federal court of competent jurisdiction in Lexington County, South Carolina without first complying with the arbitration provisions of this Section, and each party hereby consents to the exclusive jurisdiction of state and federal courts in Lexington County, South Carolina for such purpose.

**15. Product Link.** In the event any portion of the Equipment is equipped with Product Link, Customer understands data concerning this Equipment, its condition, and its operation is being transmitted by Product Link to Caterpillar and/or its dealers to better serve Customer and to improve upon Caterpillar products and services. The information transmitted may include: machine serial number, machine location, and operational data, including but not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers, and installed attachments. Caterpillar will not sell or rent collected information to any other third party and will exercise reasonable efforts to keep the information secure. Caterpillar Inc. recognizes and respects customer privacy. Customer agrees to allow this data to be accessed by Caterpillar and/or its dealers.

**16. Complete Agreement; Severability; Non-Waiver; No Third Party Beneficiaries.** This Agreement constitutes the entire understanding between Purchaser and Blanchard Machinery with respect to the purchase of Equipment, superseding all prior written and oral communications and understandings. If any provisions or portion of this Agreement is not given legal effect by a court of competent jurisdiction, such provisions or portions shall drop out of this Agreement and the remaining provisions and portions of this Agreement shall be construed and enforced. This Agreement shall not be interpreted or construed to confer any rights or remedies upon any third parties. Blanchard Machinery's failure to exercise any of its rights for any period shall not constitute or be deemed a waiver or forfeiture of such rights.

This instrument shall not become effective or binding upon Lessor until executed by an authorized representative of Lessor.

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Customer Initials: \_\_\_\_\_ Date: \_\_\_\_\_



## DIGITAL AUTHORIZATION

CATERPILLAR TELEMATICS DATA AND CAT REMOTE SERVICES-SOFTWARE UPDATES PROCESS FOR SELECT PRODUCT LINK TELEMATICS AND CAT EQUIPMENT CONTROL MODULE SOFTWARE.

Customer equipment has installed devices that transmit data to Caterpillar Inc. ("Caterpillar").

Data transmitted to Caterpillar is used in accordance with Caterpillar's [Data Governance Statement](https://www.caterpillar.com/en/legal-notices/data-governance-statement.html) ( "DGS" ), which describes Caterpillar's practices for collecting, sharing and using data and information related to customer's machines, products, Devices or other Assets and their associated worksites. The DGS can be reviewed at <https://www.caterpillar.com/en/legal-notices/data-governance-statement.html>

Caterpillar's process for performing remote diagnostics and making available remote software and firmware updates and upgrades, such as configuration, patches, bug fixes, new or enhanced features, etc., for Assets and Devices is described in the [Cat® Remote Services – Software Update Process for select Product Link™ Telematics and Cat Equipment Control Module Software](https://www.cat.com/remoteservicesprocess?_ga=2.245276421.1412167159.1561985855-475983137.1559312215) document (the "RSP Document" ) The RSP Document can be reviewed at [https://www.cat.com/remoteservicesprocess?\\_ga=2.245276421.1412167159.1561985855-475983137.1559312215](https://www.cat.com/remoteservicesprocess?_ga=2.245276421.1412167159.1561985855-475983137.1559312215).

Company acknowledges and agrees to data transmission to Caterpillar via devices installed on Company equipment or by other means as outlined and described in the DGS, and grants to Caterpillar the right to collect, use, and share such information, including to its Distribution Networks or other affiliates, in accordance with the [Caterpillar Data Governance Statement](#) . Company's authorization also applies to any data and information previously collected by Caterpillar.

AGREE ☐

DECLINE ☐

Company acknowledges and agrees to participate in Remote Services (including, remote diagnostics and remote updates and upgrades) and authorizes Caterpillar to remotely access, program, and install updates and upgrades for Company's Assets and Devices in accordance with the [Remote Services Process Document](#).

AGREE ☐

DECLINE ☐

The rights granted in this authorization survive the termination or expiration of the Company's subscriptions to any Digital Offerings. Except as set out in a written agreement between Company and Caterpillar expressly referencing the Data Governance Statement, this authorization supercedes and replaces any other authorizations with regard to the subject matter hereof.

CITY OF COLUMBIA

Company

Company (Print)

Company Representative (Print)

Signature

Nov 01, 2023

Date

Caterpillar: Confidential Green

### FOR DEALER USE ONLY

Company UCID

Company Representative CWS ID

Main Store Dealer Code

Dealer Representative Name

Dealer Representative CWS ID







# TERMS AND CONDITIONS

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- 3. Price and Other Expenses.** All prices set forth on the face of this Agreement are the purchase prices of the Equipment. Purchaser shall be responsible for all expenses relating to the Equipment purchased including but not limited to (a) any federal, state, local, foreign or provincial taxes or tariffs, now or hereafter enacted, applicable to the Equipment, as further set forth in Section 7, below; (b) standard shipping or other special transportation costs to the point of delivery specified by Purchaser; (c) all charges in the event payment from Purchaser is delinquent, including, without limitation, all costs and expenses, including attorneys' fees, of collecting any amount not paid when due hereunder; and (d) all other expenses, not included in the sale and delivery contemplated above, of whatever kind or nature, relating to special insurance requirements, the purchase, shipment, transportation, or delivery of Equipment.
- 4. Equipment Delivery.** Unless otherwise agreed, all shipments will be made by third-party carriers chosen by Blanchard Machinery or its designees, at costs, tariffs and other charges, and in accordance with terms and conditions established by Blanchard Machinery and its designees from time to time.
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- 10. Indemnification.** Purchaser shall indemnify, defend, and hold Blanchard Machinery harmless from any and all liabilities, claims, demands, causes of action, or suits of whatever nature including, but not limited to, attorneys' fees and litigation expenses, arising from any: (a) breach by Purchaser of any representation or covenant made by Purchaser under this Agreement; (b) breach by Purchaser of any provision of this Agreement; (c) failure of Purchaser to comply with applicable environmental, health and safety laws; and (d) any use by Purchaser or third parties of the Equipment sold to Purchaser. Notwithstanding the foregoing, Purchaser shall not be liable to Blanchard Machinery for any portion of such liabilities that result from Blanchard Machinery's fraud, bad faith, or willful misconduct.
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- 12. Limitations on Liability.** IN NO EVENT SHALL BLANCHARD MACHINERY BE LIABLE FOR LOSS OF PROFITS, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY BREACH OF THIS AGREEMENT OR OBLIGATIONS UNDER THIS AGREEMENT, AND IN NO EVENT SHALL THE LIABILITY OF BLANCHARD MACHINERY EXCEED THE UNIT PRICE OF THE DEFECTIVE EQUIPMENT. ANY ACTION BY PURCHASER UNDER OR RELATING TO THIS AGREEMENT SHALL COMMENCE WITHIN TWELVE (12) MONTHS AFTER SUCH CAUSE OF ACTION ACCRUED. BLANCHARD MACHINERY'S LIABILITY SHALL BE LIMITED AS SET FORTH HEREIN AND OTHER PROVISIONS OF THIS AGREEMENT.
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- 14. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to the choice of law provisions thereof. Any dispute or claim relating to or arising out of or in connection with this Agreement shall be finally settled by binding arbitration in Lexington County, South Carolina using the then current rules and procedures of the American Arbitration Association. Notwithstanding the foregoing, nothing herein shall preclude either party from seeking injunctive relief in any state or federal court of competent jurisdiction in Lexington County, South Carolina without first complying with the arbitration provisions of this Section, and each party hereby consents to the exclusive jurisdiction of state and federal courts in Lexington County, South Carolina for such purpose.
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- 16. Complete Agreement; Severability; Non-Waiver; No Third Party Beneficiaries.** This Agreement constitutes the entire understanding between Purchaser and Blanchard Machinery with respect to the purchase of Equipment, superseding all prior written and oral communications and understandings. If any provisions or portion of this Agreement is not given legal effect by a court of competent jurisdiction, such provisions or portions shall drop out of this Agreement and the remaining provisions and portions of this Agreement shall be construed and enforced. This Agreement shall not be interpreted or construed to confer any rights or remedies upon any third parties. Blanchard Machinery's failure to exercise any of its rights for any period shall not constitute or be deemed a waiver or forfeiture of such rights.

This instrument shall not become effective or binding upon Lessor until executed by an authorized representative of Lessor.

Customer Initials: \_\_\_\_\_ Date: \_\_\_\_\_



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Caterpillar's process for performing remote diagnostics and making available remote software and firmware updates and upgrades, such as configuration, patches, bug fixes, new or enhanced features, etc., for Assets and Devices is described in the [Cat® Remote Services – Software Update Process for select Product Link™ Telematics and Cat Equipment Control Module Software](https://www.cat.com/remoteservicesprocess?_ga=2.245276421.1412167159.1561985855-475983137.1559312215) document (the "RSP Document" ) The RSP Document can be reviewed at [https://www.cat.com/remoteservicesprocess?\\_ga=2.245276421.1412167159.1561985855-475983137.1559312215](https://www.cat.com/remoteservicesprocess?_ga=2.245276421.1412167159.1561985855-475983137.1559312215).

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AGREE ☐

DECLINE ☐

Company acknowledges and agrees to participate in Remote Services (including, remote diagnostics and remote updates and upgrades) and authorizes Caterpillar to remotely access, program, and install updates and upgrades for Company's Assets and Devices in accordance with the [Remote Services Process Document](#).

AGREE ☐

DECLINE ☐

The rights granted in this authorization survive the termination or expiration of the Company's subscriptions to any Digital Offerings. Except as set out in a written agreement between Company and Caterpillar expressly referencing the Data Governance Statement, this authorization supercedes and replaces any other authorizations with regard to the subject matter hereof.

CITY OF COLUMBIA

Company

Company (Print)

Company Representative (Print)

Signature

Nov 20, 2023

Date

Caterpillar: Confidential Green

### FOR DEALER USE ONLY

Company UCID

Company Representative CWS ID

Main Store Dealer Code

Dealer Representative Name

Dealer Representative CWS ID



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We Are Columbia

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**MEETING DATE:** January 9, 2024

**DEPARTMENT:** Procurement and Contracts

**FROM:** *Shannon Lizewski, Director*

**SUBJECT:** Council is asked to approve the Purchase of a CK Currahee Cutter System for Pipe Inspections, as requested by Columbia Water on November 20, 2023. Award to Elxsi dba CUES Inc., using the Houston-Galveston Area Council Cooperative Purchasing Agreement in the amount of \$225,261.00. This firm is located in Orlando, FL.

**REQUISITION NO.:** R225753

**FUNDING SOURCE & ORIGINAL BUDGET:** Funding Source: Utilities Wastewater Maintenance – Auto, Trucks, Heavy Equipment Capital; (5516205-658500). The original budget amount is \$225,261.00.

**CLEAN WATER 2020?:** No

Sec 2-204. (10) of the City Ordinance. Competitive sealed bidding required; exceptions allow the City to purchase goods and services without competitive sealed bidding when purchasing through cooperative purchasing.

**ATTACHMENTS:**

- **#a:** Cues HGAC Contract (PDF)
- **#b:** HGACBuy quote (PDF)

# H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - CUES, Inc. - Public Services - 20-01546 ID: 6049

## GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and CUES, Inc., hereinafter referred to as the Contractor, having its principal place of business at 3600 Rio Vista Avenue, Orlando, FL 32805.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

### **ARTICLE 1: LEGAL AUTHORITY**

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

### **ARTICLE 2: APPLICABLE LAWS**

The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

### **ARTICLE 3: INDEPENDENT CONTRACTOR**

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

### **ARTICLE 4: WHOLE AGREEMENT**

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

### **ARTICLE 5: SCOPE OF SERVICES**

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

#### **ARTICLE 6: PERFORMANCE PERIOD**

This Agreement shall be performed during the period which begins Jan 01 2021 and ends Dec 31 2023. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 14, which shall be fully executed by both parties to this Agreement.

#### **ARTICLE 7: PAYMENT OR FUNDING**

Payment provisions under this Agreement are outlined in the Special Provisions.

#### **ARTICLE 8: REPORTING REQUIREMENTS**

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 15 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

#### **ARTICLE 9: INSURANCE**

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

#### **ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS**

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

#### **ARTICLE 11: AUDIT**

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

#### **ARTICLE 12: EXAMINATION OF RECORDS**

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or

off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

#### **ARTICLE 13: RETENTION OF RECORDS**

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

#### **ARTICLE 14: CHANGES AND AMENDMENTS**

- A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

#### **ARTICLE 15: TERMINATION PROCEDURES**

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

##### ***A. Convenience***

H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

##### ***B. Default***

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

#### **ARTICLE 16: SEVERABILITY**

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

#### **ARTICLE 17: FORCE MAJEURE**

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

#### **ARTICLE 18: CONFLICT OF INTEREST**

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

#### **ARTICLE 19: FEDERAL COMPLIANCE**

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s)



applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

#### **ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS**

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

#### **ARTICLE 21: INDEMNIFICATION AND RECOVERY**

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

#### **ARTICLE 22: LIMITATION OF CONTRACTOR'S LIABILITY**

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to



END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

#### **ARTICLE 23: TITLES NOT RESTRICTIVE**

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

#### **ARTICLE 24: JOINT WORK PRODUCT**

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

#### **ARTICLE 25: DISPUTES**

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H-GAC's final decision.

#### **ARTICLE 26: CHOICE OF LAW: VENUE**

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

#### **ARTICLE 27: ORDER OF PRIORITY**

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

**SIGNATURES:**

H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

**CUES, Inc.**

Signature

DocuSigned by:  
  
FE23F92D70D5495...

Name David Doolittle

Title Chief Financial Officer

Date 12/21/2020

**H-GAC**

Signature

DocuSigned by:  
  
82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 12/21/2020

# H-GAC

Houston-Galveston Area Council  
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - CUES, Inc. - Public Services - 20-01546

20-01546

## SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

### **ARTICLE 1: BIDS/PROPOSALS INCORPORATED**

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

### **ARTICLE 2: END USER AGREEMENTS ("EUA")**

**H-GAC** acknowledges that the **END USER** may choose to enter into an End User Agreement ("EUA") with the **Contractor** through this Agreement, and that the term of the EUA may exceed the term of the current **H-GAC** Agreement. **H-GAC's** acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. **Contractor** agrees not to offer, agree to or accept from the **END USER**, any terms or conditions that conflict with those in **Contractor's** Agreement with **H-GAC**. **Contractor** affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the **Contractor** from entering into any new EUA with **END USERS**. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any EUAs, surviving termination of this Agreement between **H-GAC** and **Contractor**.

### **ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE**

**Contractor** shall provide its most favorable pricing and terms to H-GAC. If at any time during this Agreement, **Contractor** develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **Contractor** shall notify **H-GAC** within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of **Contractor's** most favorable past agreement with another entity. **Contractor** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER** as provided in its most favorable past agreement. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **Contractor** claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than **Contractor** shall, within ten (10) business days, notify **H-GAC** in writing, setting forth the detailed reasons **Contractor** believes the aforesaid offer is not in fact most favored treatment. **H-GAC**, after due consideration of **Contractor's** written explanation, may decline to accept such explanation and thereupon this Agreement between **H-GAC** and **Contractor** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties,

benefits, or terms to H-GAC and the END USER.

**EXCEPTION:** *This clause shall not be applicable to prices and price adjustments offered by a bidder, Proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

#### **ARTICLE 4: PARTY LIABILITY**

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

#### **ARTICLE 5: GOVERNING LAW & VENUE**

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the **END USER** in accord with the law and venue rules of the state of purchase. **Contractor** shall immediately notify **H-GAC** of such disputes.

#### **ARTICLE 6: SALES AND ORDER PROCESSING CHARGE**

**Contractor** shall sell its products to **END USERS** based on the pricing and terms of this Agreement. **H-GAC** will invoice **Contractor** for the applicable order processing charge when H-GAC receives notification of an END USER order. **Contractor shall remit to H-GAC** the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by **Contractor** based on this Agreement, including sales to entities without Interlocal Agreements, **Contractor** shall pay the applicable order processing charges to **H-GAC**. Further, **Contractor** agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an **H-GAC** Interlocal Agreement. **H-GAC** reserves the right to take appropriate actions including, but not limited to, Agreement termination if **Contractor** fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall **H-GAC** have any liability to **Contractor** for any goods or services an **END USER** procures from **Contractor**. At all times, **Contractor** shall remain liable to pay to **H-GAC** any order processing charges on any portion of the Agreement actually performed, and for which compensation was received by **Contractor**.

#### **ARTICLE 7: LIQUIDATED DAMAGES**

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

#### **ARTICLE 8: INSURANCE**

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, **Contractor** must have the following insurance and coverage minimums:

- a. **General liability** insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General

Aggregate limit of at least two times the Single Occurrence limit.

**Product liability** insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.

**Property Damage or Destruction** insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as part of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

- b. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.
- c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Contractor** as the insured and showing coverage and limits for the insurances listed above.
- d. If any Product(s) or Service(s) will be provided by parties other than **Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.
- e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

## **ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS**

**H-GAC's** contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. **Contractor** shall remain prepared to offer a PPB to cover any order if so requested by the **END USER**. **Contractor** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

## **ARTICLE 10: CHANGE OF STATUS**

**Contractor** shall immediately notify **H-GAC**, in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Agreement shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

## **ARTICLE 11: TEXAS MOTOR VEHICLE BOARD LICENSING**

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required **Contractor** license is denied, revoked, or not renewed, **Contractor** shall be in default of this Agreement, unless the Texas Motor Vehicle

Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

| <b>Attachment A</b>                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                           |
|------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| <b>CUES, Inc.</b>                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                           |
| <b>Sewer Cleaning, Hydro-Excavating, Inspection Equipment and Miscellaneous Services</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                           |
| <b>Contract No. SC01-21</b>                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                           |
| <b>H-GAC PRODUCT ITEM BASE OFFERING PRICES</b>                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                           |
| <b>H-GAC Product Code</b>                                                                | <b>Description</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>Base Offered Price</b> |
| <b>Cues</b>                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                           |
| <b>E. Standard Portable Sewer Inspection Systems</b>                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                           |
| <b>SC21E006</b>                                                                          | Mark3 - Portable Mainline Pull System", including: Pan and Tilt camera, Ultra Shorty self propelled tractor for 6"-15" lines, LCD Display with built in Power Control Unit, keypad and mounted on reinforced RAM assembly, built in DVR-SD , compact reel with 500' multi-conductor TV cable, auto payout retrieve and footage head, and downhole equipment.                                                                                                                                                                                                                                                   | \$ 68,900.00              |
| <b>SC21E007</b>                                                                          | K2 System - Portable Mainline Pull System", including: Pan and Tilt camera, Ultra Shorty self propelled tractor for 6"-15" lines, Power Control Unit with integral 10" monitor, Pro Data data display system, DVR-SD , wheeled dolly with 500' multi-conductor TV cable and footage head, and downhole equipment.                                                                                                                                                                                                                                                                                              | \$ 50,715.00              |
| <b>SC21E009</b>                                                                          | QZ III Zoom Pole Camera system, including: wireless high definition camera, distance to defect, M.A.P. lighting, extendable telescoping pole, rechargeable battery and wireless control via GNET software                                                                                                                                                                                                                                                                                                                                                                                                      | \$ 14,896.00              |
| <b>SC21E010</b>                                                                          | MP+ - Portable Pipeline Inspection System : Portable lateral & mini-mainline push system. This modularly designed system stands out by integrating all of the most sought after features including video titling, video inspection coding, digital recording and portability into an easy to use and intuitive package. System includes a miniature self leveling camera with built in sonde, stainless steel durable wheeled coiler with 200' of push cable and large 8.4 industrial grade monitor with built in titling and digital recording in a weather/water resistant enclosure for 2" – 12" pipelines. | \$ 12,450.00              |
| <b>SC21E011</b>                                                                          | C541 Flexiprobe® Plumbers including Command Center, Mini reel with 100' push rod, 1" color camera, universal flexispring, skid set.                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | \$ 6,333.00               |
| <b>SC21E012</b>                                                                          | C541 Flexiprobe® Mini including Command Center, Mini reel with 115' push rod, 1" color camera, universal flexispring, skid set.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$ 7,305.00               |
| <b>SC21E013</b>                                                                          | C542 Flexiprobe® Standard including Command Center, Standard reel with 200' push rod, 2" self-levelling color camera, universal flexispring, skid set.                                                                                                                                                                                                                                                                                                                                                                                                                                                         | \$ 7,938.00               |
| <b>SC21E014</b>                                                                          | C543 Flexiprobe® Standard including Command Center, Standard reel with 500' push rod, 2" self-levelling color camera, universal flexispring, skid set.                                                                                                                                                                                                                                                                                                                                                                                                                                                         | \$ 14,143.00              |
| <b>SC21E015</b>                                                                          | C550 Flexitrax Small Standard Package - Portable Inspection System, Motorized Drum with up to 1000' cable, 6" crawler with powered lift, Pan & Tilt Zoom Camera for Pipe Inspection of 6-18" diameter pipes. Comes complete with Downhole System and Command Module with built in joysticks                                                                                                                                                                                                                                                                                                                    | \$ 46,482.00              |
| <b>SC21E016</b>                                                                          | C550 Flexitrax Large Standard Package - Portable Inspection System, Motorized Drum with up to 1000' cable, 8" crawler with powered lift, Pan & Tilt Zoom Camera for Pipe Inspection of 8" - 36" diameter pipes. Comes complete with Downhole System and Command Module with built in joysticks                                                                                                                                                                                                                                                                                                                 | \$ 58,933.00              |
| <b>G. Sewer Inspection Vans</b>                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                           |
| <b>SC21G010</b>                                                                          | DRW Van Installation (Vehicle provided by customer) which includes: 12' aluminum hi-cube body with pass thru to viewing room from cab; Evolution Hi-Cube interior carpentry and outfitting; 7KW on-board generator; Pan and Tilt camera; rack-mounted Power Control Unit (PCU); Data Display system with 19" LCD rack-mounted monitor; rack-mounted DVR-SD; TV cable reel with drop-down cable guide, footage head, and 1000' of multi-conductor cable; Ultra Shorty self propelled tractor for 6"-15" lines; maintenance kit, downhole equipment and two (2) days training.                                   | \$123,805.00              |

|                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |              |
|-----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| <b>SC21G011</b> | DRW Van TV Inspection Vehicle - Chevy C3500 Cutaway DRW Van - 139" wheelbase, gas engine, automatic transmission, cab air conditioning, AM/FM Radio, 12,300 GVW which includes: 12' aluminum hi-cube body with pass thru to viewing room from cab; Evolution Hi-Cube interior carpentry and outfitting; 7 KW on-board generator; Pan and Tilt camera; rack-mounted Power Control Unit (PCU); Data display system with 19" LCD rack-mounted monitor; rack-mounted SVR-SD; TV cable reel with drop-down cable guide, footage head, and 1000' of multi-conductor cable; Ultra Shorty self propelled tractor for 6"-15" lines; maintenance kit, downhole equipment and two (2) days training.               | \$158,800.00 |
| <b>SC21G012</b> | Hi-Cube Van Installation (vehicle provided by customer) which includes: 14' aluminum hi-cube body with full height walk thru to viewing room from cab; Evolution Hi-Cube interior carpentry and outfitting; 7 KW on-board generator; Pan and Tilt camera; rack-mounted Power Control Unit (PCU); Data data display system with 19" LCD rack-mounted monitor; rack-mounted DVR-SD; TV cable reel with drop-down cable guide, footage head, and 1000' of multi-conductor cable; Ultra Shorty self propelled tractor for 6"-15" lines; maintenance kit, downhole equipment and two (2) days training.                                                                                                      | \$124,035.00 |
| <b>SC21G013</b> | Hi-Cube Van TV Inspection Vehicle - Ford E450 Cutaway Van, 158" wheelbase, gas engine, automatic transmission, cab air conditioning, AM/FM Radio, 14,050 GVW which includes: 14' aluminum hi-cube body with full height walk thru to viewing room from cab; Evolution Hi-Cube interior carpentry and outfitting; 7 KW on-board generator; Pan and Tilt camera; rack-mounted Power Control Unit (PCU); Data data display system with 19" LCD rack-mounted monitor; rack-mounted DVR-SD; TV cable reel with drop-down cable guide, footage head, and 1000' of multi-conductor cable; Ultra Shorty self propelled tractor for 6"-15" lines; maintenance kit, downhole equipment and two (2) days training. | \$160,895.00 |
| <b>SC21G014</b> | Step Van Installation (vehicle provided by customer) which includes: 16' Step Van body with Evolution interior carpentry and outfitting; 7 KW on-board generator; Pan and Tilt camera; rack-mounted Power Control Unit (PCU); Data display system with 19" LCD rack-mounted monitor; rack-mounted DVR-SD; TV cable reel with drop-down cable guide, footage head, and 1000' of multi-conductor cable; Ultra Shorty self propelled tractor for 6"-15" lines; maintenance kit, downhole equipment and two (2) days training.                                                                                                                                                                              | \$140,400.00 |
| <b>SC21G015</b> | Step Van TV Inspection Vehicle - Ford F59 Step Van chassis, 178" wheelbase, gas engine, automatic transmission, cab air conditioning, AM/FM Radio, 19,500 GVW which includes: 16' Step Van body with Evolution interior carpentry and outfitting; 7 KW on-board generator; Pan and Tilt camera; rack-mounted Power Control Unit (PCU); Data display system with 19" LCD rack-mounted monitor; rack-mounted DVR-SD; TV cable reel with drop-down cable guide, footage head, and 1000' of multi-conductor cable; Ultra Shorty self propelled tractor for 6"-15" lines; maintenance kit, downhole equipment and two (2) days training.                                                                     | \$172,095.00 |
| <b>SC21G016</b> | Sprinter Van Installation (vehicle provided by customer) which includes: Evolution Sprinter interior carpentry and outfitting; 6 KW MEPS inverter system(upgrade of chassis for MEPS system included); Pan and Tilt camera; rack-mounted Power Control Unit (PCU); Data display system; 19" LCD rack-mounted monitor; rack-mounted DVR-SD; TV cable reel with drop-down cable guide, footage head, and 1000' of multi-conductor cable; Ultra Shorty self propelled tractor for 6"-15" lines; maintenance kit, downhole equipment and two (2) days training.                                                                                                                                             | \$111,195.00 |
| <b>SC21G017</b> | Sprinter TV Inspection Vehicle - Freightliner Sprinter 3500, 170" wheelbase, diesel engine, automatic transmission, cab air conditioning, AM/FM Radio, 11,030 GVW which includes: 14' body, Evolution Sprinter interior carpentry and outfitting; 6 KW MEPS inverter system; Pan and Tilt camera; rack-mounted Power Control Unit (PCU); Data display system; 19" LCD rack-mounted monitor; rack-mounted DVR-SD TV cable reel with drop-down cable guide, footage head, and 1000' of multi-conductor cable; Ultra Shorty self propelled tractor for 6"-15" lines; maintenance kit, downhole equipment and two (2) days training.                                                                        | \$164,945.00 |



|                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |              |
|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| <b>SC21G018</b> | Ford Transit Van Installation (vehicle provided by customer) which includes: Evolution interior carpentry and outfitting; 7 KW on board generator, Pan and Tilt camera; rack-mounted Power Control Unit (PCU); Data display system; 19" LCD rack-mounted monitor; rack-mounted DVR-SD; TV cable reel with drop-down cable guide, footage head, and 1000' of multi-conductor cable; Ultra Shorty self propelled tractor for 6"-15" lines; maintenance kit, downhole equipment and two (2) days training.                                                                                                | \$106,365.00 |
| <b>SC21G019</b> | Ford Transit TV Inspection Vehicle - Ford Transit, 148" wheelbase, 3.7 L gas engine, automatic transmission, cab air conditioning, AM/FM Radio, 10,360 GVW which includes: Evaluation interior carpentry and outfitting; 7 KW on board generator; Pan and Tilt camera; rack-mounted Power Control Unit (PCU); Data display system; 19" LCD rack-mounted monitor; rack-mounted DVR-SD; TV cable reel with drop-down cable guide, footage head, and 1000' of multi-conductor cable; Ultra Shorty self propelled tractor for 6"-15" lines; maintenance kit, downhole equipment and two (2) days training. | \$151,995.00 |



## CONTRACT PRICING WORKSHEET

### For Standard Equipment Purchases

Contract  
No.:

SCO1-21

Date  
Prepared:

11/16/2023

**This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.**

|                 |                      |              |                    |
|-----------------|----------------------|--------------|--------------------|
| Buying Agency:  | City of Columbia, SC | Contractor:  | Elxsi dba CUES     |
| Contact Person: |                      | Prepared By: | Robin Guthrie      |
| Phone:          |                      | Phone:       | 407-782-6048       |
| Fax:            |                      | Fax:         | 407-425-1569       |
| Email:          |                      | Email:       | robing@cuesinc.com |

|               |      |              |             |
|---------------|------|--------------|-------------|
| Product Code: | G013 | Description: | Accessories |
|---------------|------|--------------|-------------|

**A. Product Item Base Unit Price Per Contractor's H-GAC Contract:**

**B. Published Options - Itemize below - Attach additional sheet if necessary - Include Option Code in description if applicable**

(Note: Published Options are options which were submitted and priced in Contractor's bid.)

[illegible]

**C. Unpublished Options - Itemize below - Attach additional sheet if necessary**

(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

| Description                                          | Cost       | Description                        | Cost  |
|------------------------------------------------------|------------|------------------------------------|-------|
| Replace Barn Doors includes transportation to vendor | 5569       |                                    |       |
| CK319 500' air hose                                  | \$5,854.00 |                                    |       |
| CK383 Forward Facing camera kit/forward facing motor | 2404       |                                    |       |
|                                                      |            |                                    |       |
|                                                      |            | Subtotal From Additional Sheet(s): |       |
|                                                      |            | Subtotal C:                        | 13827 |

**Check:** Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is:

7%

## D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)

|                   |   |                          |        |   |             |        |
|-------------------|---|--------------------------|--------|---|-------------|--------|
| Quantity Ordered: | 1 | X Subtotal of A + B + C: | 206433 | = | Subtotal D: | 206433 |
|-------------------|---|--------------------------|--------|---|-------------|--------|

#### E. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

[illegible]

Delivery Date:

60 days

F. Total Purchase Price (D



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We Are Columbia

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**MEETING DATE:** January 9, 2024

**DEPARTMENT:** Procurement and Contracts

**FROM:** *Shannon Lizewski, Director*

**SUBJECT:** Council is asked to approve Change Order #2 for Project WM3872; Water System Improvements along Rimer Pond Road and Hardscrabble Road, as requested by Columbia Water on November 11, 2023. Award to LAD Construction, LLC in the amount of \$2,801,463.08. The current term of the contract ends on February 14, 2024 and this change order extends the contract to February 14, 2025. This firm is located in Swansea, SC.

**REQUISITION NO.:** R206502

**FUNDING SOURCE & ORIGINAL BUDGET:** Funding Source: Water and Sewer Capital Projects - Rimer Pond Road and Hardscrabble Road - Capital Project Costs (5529999-WM387201-658650). The current budget amount is \$11,910,999.98. The budget amount for this change order is \$2,801,463.08. The total revised budget amount is \$14,712,463.06.

**BUSINESS PROGRAM:** Columbia Disadvantaged Business Enterprise Program

**CLEAN WATER 2020?:** No

**FOCUS AREAS:** Innovative & High Quality Municipal Services

**PURPOSE:**  
This is a Columbia Disadvantaged Business Enterprise program project and a Local Business Enterprise project with a 5% CDBE goal. The CDBE percentage for this change order is 2.53% and maintains the overall 5% project goal. LAD Construction, LLC is the prime contractor and will provide waterline installation services at 91.66% (\$2,567,708.08) of the change order amount.

The following subconsultants will provide additional services:

Chao & Associates, a Minority Business Enterprise and a CDBE, located in Columbia, SC, will provide construction staking and as-built services at 0.17% (\$4,800.00) of the change order amount.

**Herndon Incorporated, a Minority Business Enterprise and a CDBE, located in Lugoff, SC, will provide grassing erosion control services at 0.40% (\$11,250.00) of the change order amount.**

**Southern Commercial, a Minority Business Enterprise and a CDBE, located in Lexington, SC, will provide traffic control services at 1.96% (\$55,000.00) of the change order amount.**

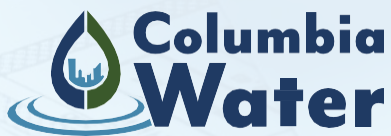
**Ferguson Waterworks, located in Elgin, SC, will provide water line materials at 5.81% (\$162,705.00) of the change order amount.**

Construction Change Order #2 is requested to provide additional funding and time extension due to unforeseen condition of changes in existing conditions since the project was surveyed resulting in field adjustments requiring additional cost and extended schedule. This additional funding and time extension change order is to continue work of this project. The time extension request is for February 24, 2025.

**ATTACHMENTS:**

- **#a:** WM3872 - Recommendation City Council Memo CO#2 (PDF)
- **#b:** WM3872 Rimer Pond Water LineTear Sheet(PDF)
- **#c:** WM3872 CO#2 Rimer Pond LAD Const. (PDF)
- **#d:** Subcontractor Percentages RE\_ [EXTERNAL] Re\_ WM3872 CO#2 (PDF)
- **#e:** WM3872 PO Mod Rimer Pond LAD Const. (PDF)
- **#f:** WM3872 Rimer Pond CO#2 W.K. Dickson & Co., Inc. \_ Support Docs. (PDF)





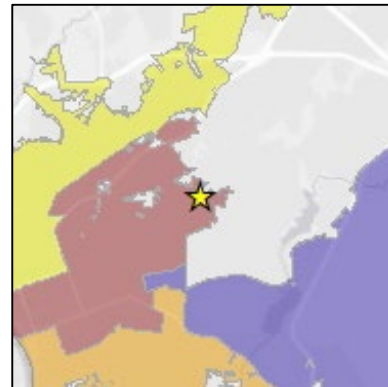
# Infrastructure Investments

## WM3872 Water System Improvements along Rimer Pond Rd and Hard Scrabble Rd.

### Project Description:

Due to unforeseen circumstances that include relocating the Town of Winnsboro's waterline, continuing material delays, coordination with SCDOT roadway projects, and additional water system requirements due to extensive development within the project area, additional funds are necessary to complete the project.

The initial project included approximately 22,000 linear feet of 42-inch water main from the Rimer Pond Road Tank Site to the intersection of Rimer Pond Road and Hard Scrabble Road and 8,500 linear feet of 24-inch water main from the end of the new 42-inch water main to an existing 24-inch water main along Hardscrabble Road located near Rice Creek (Lake Carolina).



### Objectives:

The overall project aims to increase water line capacity to meet the needs of increasing development.

### Project Type:

Water Quality

### Council District:

N/A

### Project Funding:

This project is being funded through the City's Capital Improvement Projects. The total project construction cost with contingency and change order is \$14,712,463.06. This project meets the criteria of CDBE designation.

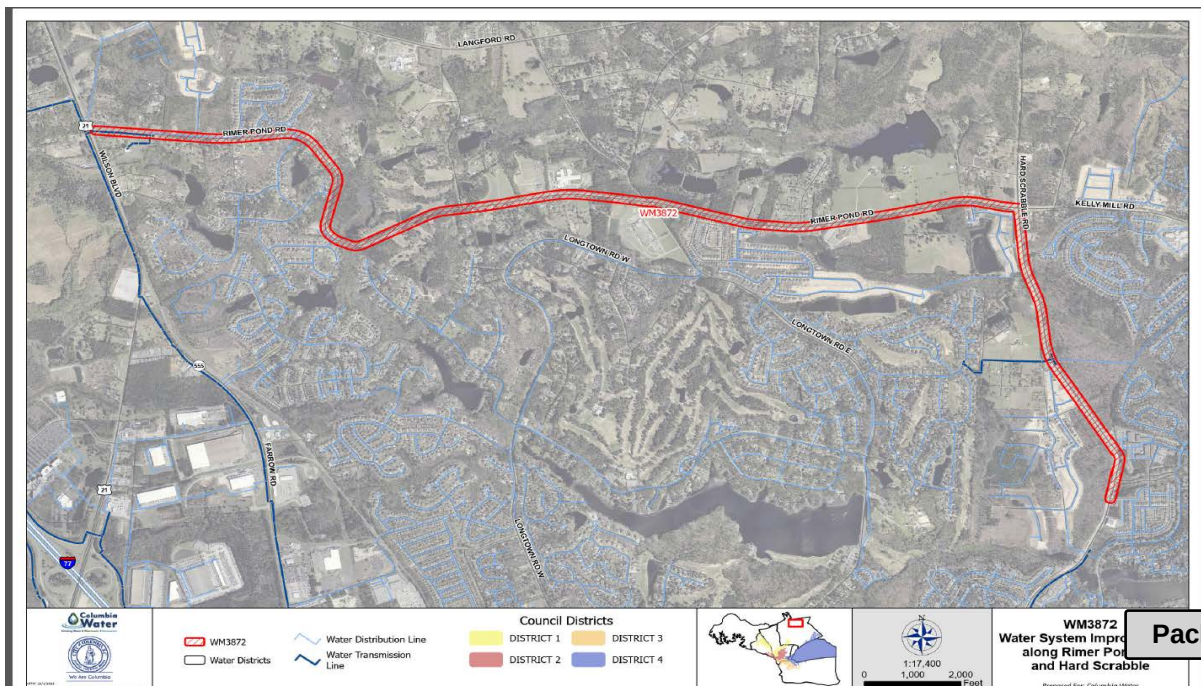
### Current Project Status:

The 42-inch waterline is under construction along Rimer Pond Rd from the City's water tank to Longtown Rd. East with completion estimated to be in early 2025. The 24-inch waterline along Hard Scrabble Rd has been constructed from Lake Carolina tie-in to Rimer Pond Rd with completion estimated in early 2024.

### Project Contact:

John Hilbert, City of Columbia  
Utility Relocation Manager  
803.545.3283  
john.hilbert@columbiasc.gov

Ted Blackwell, Contractor  
LAD Construction LLC  
803.568.2196  
tblackwell@ladconstructionllc.com





CIP# WM3872  
Rimer Pond Road and Hard Scrabble Road  
Water Line Extension  
Change Order #2  
PO# P189225  
November 11, 2023

**Reason for Changes:** A modification of the Contract Agreement between the City of Columbia (City) and LAD Construction, LLC (Contractor) is requested due to changes in existing conditions since the project was surveyed which have resulted in field adjustments requiring additional costs and an extended schedule. All other provisions of the Agreement, except as herein modified or changed, remain in full force and effect.

**Description for Changes:** This is an additional costs and time extension request change order to continue work for this Project as outlined below:

**ADDITIONS:**

**Time Extension Request to add a Contract Closeout Period:** Therefore, a contract time extension of 365-days is requested. The cost impact is as detailed below.

**Additions**

|                                                                                                                                                                                   |               |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| Time Extension Request of 365-days to Include a Contract Closeout Period                                                                                                          | \$ 0.00       |
| Item 1 – Traffic Control : 1 LS @ \$165,000.00                                                                                                                                    | \$ 165,000.00 |
| Item 2 – Clearing and Grubbing : 1 AC @ \$20,000.00                                                                                                                               | \$ 20,000.00  |
| Item 16 – 24-inch DIP CL 350 (Directional Drill Under Wetlands) : 40 LF @ \$675.08                                                                                                | \$ 27,003.00  |
| Item 19 – 24-inch Butterfly Valve (with appurtenances) (includes valve marker, etc.) * 1 EA @ \$9,489.63                                                                          | \$ 9,489.63   |
| Item 42 – Fence / Landscape / Property Restoration : 1 LS @ \$50,000.00                                                                                                           | \$ 50,000.00  |
| Item 51 – Mobilization : 1 LS @ \$107,500.00                                                                                                                                      | \$ 107,500.00 |
| Additional Work – Additional 42" 11.25 Degree Bend, Restrained M.J. : 18 EA @ \$15,838.00 (Sta. 80+00 to Sta. 201+00)                                                             | \$ 285,084.00 |
| Additional Work – Temporary Connections at Perfecting Faith & at Grey Hawk : 1 LS @ \$59,800.00                                                                                   | \$ 59,800.00  |
| Additional Work – Permanent Connections at Perfecting Faith & at Grey Hawk : 1 LS @ \$51,700.00                                                                                   | \$ 51,700.00  |
| Additional Work – Stubout for Future Connection at Westlake Farms : 1 LS @ \$21,035.00                                                                                            | \$ 21,035.00  |
| Additional Work – Increased Cost of Materials for 24 LF of Additional Length of 60" Bores Along Rimer Pond Rd and Increased Labor Cost for Additional Length : 1 LS @ \$33,128.34 | \$ 33,128.34  |
| Additional Work – 24" Stubout at Longtown Road East : 1 LS @ \$12,222.19                                                                                                          | \$ 12,222.19  |
| Additional Work – Relocate and Remove Town of Winnsboro Water Main : 1 LS @ \$577,550.00                                                                                          | \$ 577,550.00 |
| Additional Work – Cost of 60" Bore at Sterlings Pond Road : 1 LS @ \$370,771.00                                                                                                   | \$ 370,771.00 |

CIP# WM3872  
 Change Order #2  
 Page 2

|                                                                                                                                        |                        |
|----------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| Additional Work – Autumn Pond Restoration : 1 LS @ \$150,000.00                                                                        | \$ 150,000.00          |
| Additional Work – Cost of 60" Bore at Hardscrabble Road : 1 LS @ \$416,999.00                                                          | \$ 416,999.00          |
| Additional 1" Water Service : 4 EA @ \$1,446.59.00                                                                                     | \$ 5,786.36            |
| Additional Work – 42" Sleeves : 1 LS @ \$60,000.00                                                                                     | \$ 60,000.00           |
| Additional Work – Increased Cost of Materials for 78 LF of Additional Length of 36" Bores Along Hardscrabble Road : 1 LS @ \$11,958.56 | \$ 11,958.56           |
| Additional Work – Connect to Existing 12" Water Main at Adams Pond (Hardscrabble Sta. 37+00) : 1 LS @ \$19,000.00                      | \$ 19,000.00           |
| Additional Work – Additional 24" Bend, Restrained M.J.: 1 LS @ \$59,817.00 (Sta. 0+00 to Sta. 141+50)                                  | \$ 59,817.00           |
| Additional Work – 20" Bore Crossing Hardscrabble Road with 8" Carry Pipe to Serve Columbia 184, LLC : 1 LS @ \$105,619.00              | \$ 105,619.00          |
| Additional Work – Permanent Grassing : 1 LS @ \$19,250.00                                                                              | \$ 19,250.00           |
| Additional Work – Directional Drill Through Rock : 186 LF @ \$875.00                                                                   | \$ 162,750.00          |
| <b>TOTAL CHANGE (ADDITION):</b>                                                                                                        | <b>\$ 2,801,463.08</b> |

#### Deductions

|                                   |                |
|-----------------------------------|----------------|
|                                   | \$ 0.00        |
| <b>TOTAL CHANGE (DEDUCTIONS):</b> | <b>\$ 0.00</b> |

|                      |                |
|----------------------|----------------|
| <b>TOTAL CHANGE:</b> | <b>\$ 0.00</b> |
|----------------------|----------------|

#### Funding Source:

#### Owner's Contingency Allowance

|                                        |               |
|----------------------------------------|---------------|
| Original Allowance Total:              | \$ 567,190.48 |
| Previous Change Orders (Decrease):     | \$ 558,693.61 |
| This Change (Decrease):                | \$ 0.00       |
| Revised Owner's Contingency Allowance: | \$ 8,496.87   |

#### Proposed Change and Basis for Payment

|                                             |                  |
|---------------------------------------------|------------------|
| Original Contract Price:                    | \$ 11,343,809.50 |
| Previous Change Orders (Increase/Decrease): | \$ 0.00          |
| This Change: (Increase):                    | \$ 2,801,463.08  |
| Revised Contract Price:                     | \$ 14,145,272.58 |



CIP# WM3872  
Change Order #2  
Page 2

Contractual Completion Date:

Notic to Proceed Date: 07/12/2021  
Original Substantial Completion Date: 09/05/2022  
Original Final Completion Date: 10/05/2022

Previous Change in Additional Days (CO#1): 497  
Previous Change Date (with Contract Closeout Period): 02/14/2024

This Change in Additional Days (CO#2): 365  
Revised Contract Closeout Period Date: 02/14/2025

This Change is Acceptable:

LAD Construction, LLC  
(Mr. Ted Blackwell)

By: B. T. T. 2

Title: President

Recommended for Approval: Kerry Jones

Kerry Jones

Utility Construction Inspector

Recommended for Approval: Tim Sox

Tim Sox

Sr. Utility Construction Inspector

Recommend for Approval: Andrea Bolling

Andrea Bolling, P.E.

Deputy Director of Engineering

Recommend for Approval: Clint E. Shealy

Clint E. Shealy, P.E.

Asst. City Manager

Approved: \_\_\_\_\_

Teresa B. Wilson

City Manager

APPROVED AS TO FORM

Amber  
Legal Department City of Columbia, SC

12/29/2023



## OBO Columbia Disadvantaged Business Enterprise (CDBE) Change Order/Amendment Addendum

| OBO Verification                                 | Contract/Change Order Amount | Prime Amount   | Prime Percentage | CDBE Subcontractor Amounts | CDBE Subcontractor Percentages | All Other Subcontractor Amounts | All Other Subcontractor Percentages |
|--------------------------------------------------|------------------------------|----------------|------------------|----------------------------|--------------------------------|---------------------------------|-------------------------------------|
| Original Contract:                               | \$11,343,809.50              | \$3,949,619.50 | 34.82%           | \$636,173.00               | 5.61%                          | \$6,758,017.00                  | 59.57%                              |
| CO# 1:                                           | \$ 0                         | \$ 0           | 0%               | \$ 0                       | 0%                             | \$ 0                            | 0%                                  |
| CO# 2:                                           | \$2,801,463.08               | \$2,567,708.08 | 91.66%           | \$ 71,050.00               | 2.53%                          | \$ 162,705.00                   | 5.81%                               |
| CO#_:                                            | \$ 0                         | \$ 0           | 0%               | \$ 0                       | 0%                             | \$ 0                            | 0%                                  |
| CO#_:                                            | \$ 0                         | \$ 0           | 0%               | \$ 0                       | 0%                             | \$ 0                            | 0%                                  |
| CO#_:                                            | \$ 0                         | \$ 0           | 0%               | \$ 0                       | 0%                             | \$ 0                            | 0%                                  |
| CO#_:                                            | \$ 0                         | \$ 0           | 0%               | \$ 0                       | 0%                             | \$ 0                            | 0%                                  |
| CO#_:                                            | \$ 0                         | \$ 0           | 0%               | \$ 0                       | 0%                             | \$ 0                            | 0%                                  |
| CO#_:                                            | \$ 0                         | \$ 0           | 0%               | \$ 0                       | 0%                             | \$ 0                            | 0%                                  |
| CO#_:                                            | \$ 0                         | \$ 0           | 0%               | \$ 0                       | 0%                             | \$ 0                            | 0%                                  |
| CO#_:                                            | \$ 0                         | \$ 0           | 0%               | \$ 0                       | 0%                             | \$ 0                            | 0%                                  |
| This Change Order/Contract Amendment: (Increase) | \$2,801,463.08               | \$2,567,708.08 | 91.66%           | \$ 71,050.00               | 2.53%                          | \$ 162,705.00                   | 5.81%                               |
| Revised Contract:                                | \$14,145,272.58              | \$6,517,327.58 | 46.07%           | \$707,223.00               | 5.00%                          | \$6,920,722.00                  | 48.93%                              |

CDBE Project #/Name: WM3782 Rimer Pond Waterline Extension Original COC CDBE Goal on Project: 5%

CO# / CA #: 02 (Ex: 01, 02) Change Order / Amendment Amount: \$ 2,801,463.08

Revised Scope of Work / 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):

A 365-day extension and \$ 2,801,463.08 cost increase is requested due to design modifications and construction delays. The modifications are due to changes in existing conditions after the design was complete and construction started, increased material costs due to delays in construction, relocation and removal of a Winnsboro water main and additional connections to existing water mains as requested by the City.

Change Order/Amendment Type:

1. ☒ Time Extension – New End Date: February 14, 2025 (Please sign & return form if no cost)
2. ☒ Funding Increase – Amount: \$ 2,801,463.08 (Please continue on to questions A, B, & C below)
3. ☐ Funding Decrease – Amount (Please continue on to questions A, B, & C below)

A. Are there any CDBE/DBE currently on this project that can perform the work within this change order/amendment? ☒ Yes ☐ No (If no, skip to B)

If yes, please list CDBE/DBE Chao & Associates, Inc.; Herndon, Inc.; Southern Commercial

- Amount of Change Order/Amendment to be received by the CDBE: \$71,050.00
- Please indicate the services the CDBE will be providing for this change order/amendment (in box below):

Chao & Associates, Inc.: construction staking and as-builts

Herndon, Inc.: grassing

Southern Commercial: traffic control

B. Only complete this portion if your answer was "no" from questions A above.

- Please indicate in the box below any new CDBE and/or DBE firms that will be utilized for this CO/CA.

If any CDBE/DBE will not be providing any services on this change order/amendment, please indicate why in the box below:

By signing below, all parties agree to the information submitted in this document. Additionally, the CDBE/DBE 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 LAD Construction, LLC

By: [Signature]

(Prime Firm Name) this 17 day of NOVEMBER 2023.

Title: PRESIDENT

EXECUTED by Chao & Associates Inc.

By: James Little

(CDBE/DBE Firm Name) this 20th day of November 2023.

Title: Sr. Civil Eng & Land Surveyor

EXECUTED by H. rndon Incorporated

By: Israel Bates

(CDBE/DBE Firm Name) this 20 day of November 2023.

Title: Project Manager

EXECUTED by Southern Commercial

By: [Signature]

(CDBE/DBE Firm Name) this 17 day of November 2023.

Title: Operations Manager

EXECUTED by LA Barrier

By: Luis L. proust

(CDBE/DBE Firm Name) this 17 day of November 2023.

Title: Executive VP

**OBO Statement for the change order/amendment:**

OBO has reviewed this funding increase and time extension change order. The original project contract amount was \$11,343,809.50. The original amount received by the CDBEs was \$636,173.00. The overall goal of 5% was exceeded at 5.61%. The overall CDBE goal of 5% or higher must be maintained throughout the duration of the project and is based on the total contract amount. The revised total contract amount is \$14,145,272.58, which includes the current and any change orders for this project. The CDBE will receive \$707,223.00 or 5% of the revised contract amount.

**RECOMMENDED FOR APPROVAL: EXECUTED by the Office of Business of Opportunities, Compliance on this 20th day of November 2023.**

By: LaTonya B Germany

Title: Program Compliance Specialist

\*If the change order/amendment is greater than \$50,000, then the amendment must be approved by the City Council.



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We Are Columbia

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**MEETING DATE:** January 9, 2024

**DEPARTMENT:** Legal Department

**FROM:** *Teresa Knox, City Attorney*

**SUBJECT:** Ordinance No.: 2023-136 - Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (OREI Columbia 22.5 Acres Property Owner, LLC, formerly referred to as Project OREI, Portion of Richland County TMS No. R25600-03-04)

**FUNDING SOURCE &  
ORIGINAL BUDGET:**

**FOCUS AREAS:** Planning Together

**PURPOSE:**

Endorsed by the Economic Development and Infrastructure Committee on November 14, 2023.

First reading approval was given on December 19, 2023.

**ATTACHMENTS:**

- **#a:** 2023-136 - Consent to MCIP- City of Columbia -Project OREI (2)(PDF)

**HISTORY:**

12/19/23

Columbia City Council

APPROVED ON FIRST READING.

**ORDINANCE NO.: 2023-136**

*Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park  
OREI Columbia 22.5 Acres Property Owner, LLC, Portion of Richland County TMS # R25600-03-04,  
(formerly referred to as Project OREI)*

WHEREAS, the City of Columbia, South Carolina ("City"), is a body, politic and corporate located in Richland County, South Carolina ("County"); and,

WHEREAS, through Columbia City Council ("Council"), the City is entitled to exercise all the powers and privileges provided to municipal corporations in the State of South Carolina; and,

WHEREAS, the County and Fairfield County, South Carolina ("Fairfield"), entered into an Agreement for Designation of the I-77 Corridor Regional Industrial Park dated as of April 15, 2003 (the "Original Agreement"), which Original Agreement was amended and restated pursuant to the Amended and Restated Master Agreement dated as of September 1, 2018 (as so amended and restated, the "Park Agreement"); and,

WHEREAS, pursuant to Section 1.02 of the Park Agreement, the boundaries of the park created therein (the "Park") may be enlarged pursuant to ordinance of the County Council of the County and delivery of notice of such enlargement to Fairfield County; and,

WHEREAS, OREI Columbia 22.5 Acres Property Owner, LLC, a Delaware limited liability company (the "Developer"), has committed to establish market rate housing, to be located on parcels located in the City, as more particularly described on Exhibit A (the "Property," together with the development, "Project"), consisting of total taxable investments by the Developer in real and personal property of not less than \$65,000,000; and,

WHEREAS, the County has agreed to offer a public infrastructure credit to reduce the property taxes due on the Project (as more particularly defined herein, "Credit") pursuant to the terms of Section 4-1-175 of the Code of Laws of South Carolina 1976, as amended ("Credit Act"), and a public infrastructure credit agreement between the County and the Developer for the Property ("Credit Agreement") to provide Credits against certain of the Developer's payments in lieu of taxes with respect to the Project for the purpose of assisting in paying certain costs of designing, acquiring, constructing, improving or expanding public infrastructure (collectively, "Public Infrastructure"); and,

WHEREAS, to grant the Developer the full value of the Credit, the County desires to locate the Project in the Park the County has jointly developed with Fairfield, pursuant to Article VIII, Section 13(D) of the South Carolina Constitution and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended ("Park Act" and, together with the Credit Act, "Act"); and,

WHEREAS, pursuant to the Act and the Park Agreement, following application of the Credit, the payments in lieu of taxes generated from the Project will be distributed as set forth in the Park Agreement; and,

WHEREAS, pursuant to the Act, because the Project is located within the City's geographical borders, the City must consent to the inclusion of the Project within the boundaries of the Park; and,

WHEREAS, based upon the foregoing, the City now desires to consent to the inclusion of the Project in the Park; NOW, THEREFORE,

LEGAL DEPARTMENT DRAFT

BE IT ORDAINED by the Mayor and City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2023 that the City hereby consents to the inclusion of the Property in the Park, which consent is conditioned upon the following:

1. The County's adoption of a resolution or ordinance authorizing the inclusion of the Property in the Park and delivery of written notice to Fairfield County, pursuant to Section 1.02 of the Park Agreement; provided, the Property shall not be removed from the Park for so long as the Developer is receiving Credits as a result of inclusion in the Park.

2. The County's approval, execution and delivery of the Credit Agreement related to the Property.

3. The Credit Agreement will provide that (a) the Developer will make payments in lieu of taxes related to the Property ("PILOT") during the term of the Credit Agreement, which PILOT shall be based on property tax assessment of the Property of six percent; (b) the annual PILOT payment payable from the Developer to the County will be subject to reduction by a 50% infrastructure credit (herein defined as the "Credit") to reimburse the Developer's Public Infrastructure costs; (c) the term of the Credit shall not exceed ten years (unless consented to in writing by the City), as shall be set forth in the Credit Agreement; (d) in each year during the term of the Credit, the City will be entitled to receive the portion of the PILOT payment (net of the Credit, as applicable) as provided in the Park Agreement; and (e) the Property will be deemed removed from the Park upon the expiration or earlier termination of the Credit Agreement.

4. Notwithstanding the foregoing, if the Project proceeds in a phased approach, the time limit for the Project Credit period as allowed in this Ordinance shall be as set forth in Section 3 hereof, and the timeline for additional phases shall be for the period of time or Credit amount that remains available on the original period and shall not have a new beginning date.

5. The City Manager is authorized to execute any documents and take any further action as may be reasonably necessary to further the intent of this Ordinance.

6. Approval of this Ordinance does not constitute a development approval, as all regulatory permitting and approval requirements remain in effect, the requirement of such is not altered in any way by the approval of this Ordinance. The Project must progress forward at a reasonable pace for a project of this magnitude or else the Park inclusion approval, which facilitates the Credit, will be repealed by the City.

7. Any prior ordinance, resolution or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Requested by:

Assistant City Manager Palen

Approved by:

City Manager

Approved as to form:

  
Deputy City Attorney

Introduced:

Final Reading:

Mayor

ATTEST:

City Clerk

## EXHIBIT A PROPERTY DESCRIPTION

All that certain piece, parcel of tract(s) of land laying, situate, and being in the State of South Carolina, County of Richland, City of Columbia, being shown as 22.50 acres total on an ALTA/NSPS Survey prepared for One Real Estate Acquisitions, LLC & Chicago Title Insurance Company by Belter & Associates, Inc. dated May 26, 2023. Such survey, a copy of which is attached hereto, is specifically incorporated herein by reference and reference to said survey is craved for the particulars as to metes, courses, distances, size, shape, dimensions, measurements, bounds and boundaries, which are also as set forth below:

COMMENCING at the southeastern corner of the northeastern sight angle at the intersection of Clemson Road (S-52) and Percival Road (SC 12), thence N64°27'02"E for 1610.49' to a 1/2" pinched iron (o), this being the POINT of BEGINNING.

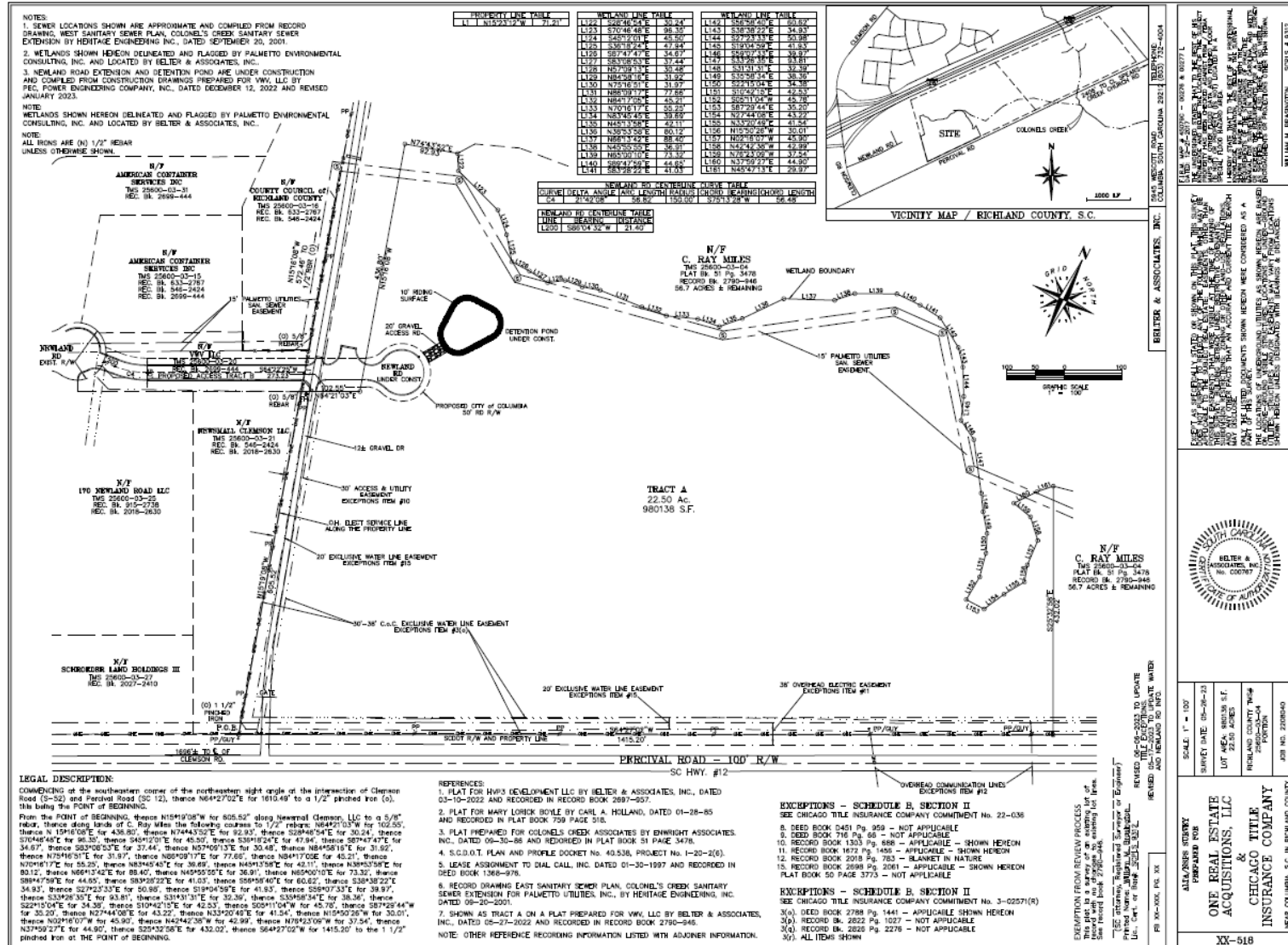
From the POINT of BEGINNING, thence N15°19'08"W for 605.52' along Newsmall Clemson, LLC to a 5/8" rebar, thence along lands of C. Ray Miles the following courses to 1/2" rebars; N64°21'03"W for 102.55', thence N 15°16'08 E for 436.80', thence N74°43'52"E for 92.93', thence S28°46'54"E for 30.24', thence S70°46'48"E for 96.35', thence S45°12'01"E for 45.50', thence S36°18'24"E for 47.94', thence S87°47'47"E for 34.67', thence S83°08'53"E for 37.44', thence N57°09'13"E for 30.48', thence N84°58'16"E for 31.92', thence N75°16'51"E for 31.97', thence N86°09'17"E for 77.66', thence N84°17'05"E for 45.21', thence N70°16'17"E for 55.25', thence N83°45'45"E for 39.69', thence N45°13'58"E for 42.11', thence N38°53'58"E for 80.12', thence N66°13'42"E for 88.40', thence N45°55'55"E for 36.91', thence N65°00'10"E for 73.32', thence S89°47'59"E for 44.65', thence S83°28'22"E for 41.03', thence S56°58'40"E for 60.62', thence S38°38'22"E 34.93', thence S27°23'33"E for 50.98', thence S19°04'59"E for 41.93', thence S59°07'33"E for 39.97', thence S33°26'35"E for 93.81', thence S31°31'31"E for 32.39', thence S35°58'34"E for 38.36', thence S22°15'04"E for 34.38', thence S10°42'15"E for 42.53', thence S05°11'04"W for 45.78', thence S87°29'44"W for 35.20', thence N27°44'08"E for 43.22', thence N33°20'49"E for 41.54', thence N15°50'26"W for 30.01', thence N02°16'07"W for 45.90', thence N42°42'38"W for 42.99', thence N76°23'09"W for 37.54', thence N37°59'27"E for 44.90', thence S25°32'58"E for 432.02', thence S64°27'02"W for 1415.20' to the 1 1/2" pinched iron at THE POINT of BEGINNING.

**TMS No.:** Portion of R25600-03-04

See following page for referenced survey.



## ALTA/NSPS SURVEY







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We Are Columbia

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**MEETING DATE:** January 9, 2024

**DEPARTMENT:** Legal Department

**FROM:** *Teresa Knox, City Attorney*

**SUBJECT:** Ordinance No.: 2023-137 - Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (Earlewood Apartment Rental Properties, LLC, formerly referred to as Project Streams, Richland County TMS Nos. R09108-08-04, R9108-08-03, & R09107-02-01)

**FUNDING SOURCE &  
ORIGINAL BUDGET:**

**FOCUS AREAS:** Planning Together

**PURPOSE:**

Endorsed by the Economic Development and Infrastructure Committee on November 14, 2023.

First reading approval was given on December 19, 2023.

**ATTACHMENTS:**

- **#a:** 2023-137 - Consent to MCIP - City of Columbia - Project Streams (PDF)

**HISTORY:**

12/19/23

Columbia City Council

APPROVED ON FIRST READING.

**ORDINANCE NO.: 2023-137**

*Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (Earlewood Apartment Rental Properties, LLC, formerly referred to as Project Streams, Richland County TMS Nos. R09108-08-04, R9108-08-03, & R09107-02-01)*

WHEREAS, the City of Columbia, South Carolina ("City"), is a body, politic and corporate located in Richland County, South Carolina ("County"); and,

WHEREAS, through Columbia City Council ("Council"), the City is entitled to exercise all the powers and privileges provided to municipal corporations in the State of South Carolina; and,

WHEREAS, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Title 4, Section I, Code of Laws of South Carolina, 1976, as amended (collectively, "MCIP Act"), the County is authorized to jointly develop multicounty parks with counties having contiguous borders with the County and, in the County's discretion, include property within the boundaries of such multicounty parks. Under the authority provided in the MCIP Act, the County has created a multicounty park with Fairfield County, South Carolina ("Fairfield") more particularly known as the 1-77 Corridor Regional Industrial Park ("Park"); and,

WHEREAS, the County and Fairfield entered into an agreement governing the Park (as so amended and restated the "Park Agreement"); and

WHEREAS, pursuant to the Park Agreement, the expansion of the Park's boundaries and the amendment to the Park Agreement to include the Project (defined below) is complete on adoption of an ordinance by the County Council of the County and delivery of written notice to Fairfield; and,

WHEREAS, pursuant to the MCIP Act, in the event that a multicounty park is expanded to include a project and such project is located within the boundaries of a municipality, then the municipality must consent to the expansion of the multicounty park; and,

WHEREAS, Earlewood Apartment Rental Properties, LLC, LLC, a South Carolina limited liability company (the "Sponsor"), desires to develop a conventional multi-housing development on parcels located in the City as more particularly described on Exhibit A attached hereto (the "Property," and together with the proposed development, the "Project") consisting of taxable investments in real and personal property of not less than \$68,000,000; and

WHEREAS, the County has agreed to offer an infrastructure credit to reduce the property taxes that would become due in connection with the real and personal property comprising the Project ("Credit") pursuant to the terms of Section 4-1-175 of the Code of Laws of South Carolina 1976, as amended ("Credit Act"), and an infrastructure credit agreement between the County and the Sponsor ("Credit Agreement") to provide Credits against certain of the Sponsor's payments in lieu of taxes with respect to the real and personal property comprising the Project for the purposes of assisting in paying certain costs of designing, acquiring, constructing, improving or expanding public infrastructure; and,

LEGAL DEPARTMENT DRAFT

WHEREAS, in order for the Sponsor to receive the full value of the Credit, the County desires to expand the boundaries of the Park to include the Project; and,

WHEREAS, pursuant to the MCIP Act and the Park Agreement, following application of the Credit against the Sponsor's annual payments in lieu of taxes in connection with the Project, the resulting net payments in lieu of taxes will be distributed as set forth in the Park Agreement;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council this \_\_\_\_ day of \_\_\_\_\_, 2024, that the City hereby consents to the inclusion of the Property in the Park, which consent is conditioned upon the following:

1. The County's adoption, by resolution or ordinance, authorizing the inclusion of the Property in the Park and delivery of written notice to Fairfield, pursuant to the Park Agreement; provided, the Property shall not be removed from the Park for so long as the Sponsor is receiving Credits as a result of inclusion of the Property within the Park.

2. The County's approval, execution and delivery of the Credit Agreement with the Sponsor related to the Project.

3. The Credit Agreement will provide that (a) the Sponsor will make payments in lieu of taxes related to the Project ("FILOT Payment(s)") during the term of the Credit Agreement; (b) the annual FILOT Payments due with respect to the Project will be subject to reduction by the Credit, which is equal to the amount necessary to reduce the annual FILOT Payments to the amounts and for the periods provided in the Credit Agreement, beginning with the first full year for which the Company owes a FILOT Payment with respect to the Project; (c) the City will be entitled to receive a portion of the FILOT Payments as provided in the Park Agreement; and (d) the Project will be deemed removed from the Park on the expiration or earlier termination of the Credit Agreement.

4. The City Manager is authorized to execute any documents and take any further action as may be reasonably necessary to further the intent of this Ordinance.

5. Approval of this Ordinance is limited to approval of the matters covered herein and does not constitute a City development approval nor does it alter any other City regulatory permitting requirements that may be applicable to the Project.

6. Any prior ordinance, resolution or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

[Signatures to follow]

LEGAL DEPARTMENT DRAFT

Requested By:

Assistant City Manager Palen

Approved by:

City Manager

Approved as to form:

  
Deputy City Attorney

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

LEGAL DEPARTMENT DRAFT

## EXHIBIT A

### PROPERTY DESCRIPTION

#### Parcel "A"

This being an existing parcel of land located in the city of Columbia, Richland County, South Carolina and being Tax Parcel R09108-08-04, (reference Plat Book 2081 Page 1672) and being further described as follows:

Beginning at a 1" ipf ot in the northern right of way of Clement Rd, 66 foot right of way, and having SCGS State Plane Coordinates North: 799149.39 and East: 1982966.45; thence with a curve turning to the left having a chord bearing of North 49 Degrees 38 Minutes 10 Seconds West, a chord distance of 202.54 feet and a radius of 1632.67 feet to a ½" rebar set; thence with a bearing of North 54 Degrees 39 Minutes 07 Seconds West a distance of 207.28 feet to a ½" rebar set; thence with a bearing of North 41 Degrees 36 Minutes 59 Seconds East a distance of 110.49 feet to a ¾" ipf crimp; thence with a bearing of North 24 Degrees 29 Minutes 04 Seconds East a distance of 112.09 feet to a ¾" ipf ot; thence with a bearing of South 72 Degrees 58 Minutes 05 Seconds East a distance of 391.73 feet to a 1" ipf ot; thence with a bearing of South 72 Degrees 38 Minutes 20 Seconds East a distance of 86.79 feet to a 1" ipf ot; thence with a bearing of South 64 Degrees 17 Minutes 39 Seconds West a distance of 199.85 feet to a ½" rebar found; thence with a bearing of South 56 Degrees 26 Minutes 57 Seconds East a distance of 200.94 feet to a 1" ipf ot; thence with a bearing of South 36 Degrees 327 Minutes 07 Seconds East a distance of 69.28 feet to a point; thence with a bearing of South 22 Degrees 46 Minutes 22 Seconds West a distance of 1.17 feet to a 1" ipf ot; thence with a bearing of North 66 Degrees 54 Minutes 19 Seconds West a distance of 575.86 feet to a point; thence with a bearing of South 22 Degrees 53 Minutes 24 Seconds West a distance of 289.30 to the point of beginning; containing 141,118 Square feet or 3.24 Acres, as surveyed by Todd B Beam, a South Carolina Professional Land Surveyor No. 29506 on January 5, 2023.

#### Parcel "B"

This being an existing parcel of land located in the city of Columbia, Richland County, South Carolina and being Tax Parcel R09108-08-03, (reference Plat Book 2081 Page 1672) and being further described as follows:

Beginning at a 1" ipf ot in the northern right of way of Clement Rd, 66 foot right of way, and having SCGS State Plane Coordinates North: 799149.39 and East: 1982966.45; thence running with a bearing of North 22 Degrees 53 Minutes 24 Seconds East a distance of 289.30 feet to a point; thence with a bearing of South 66 Degrees 54 Minutes 19 Seconds East a distance of 575.86 feet to a 1" ipf ot; thence with a bearing of South 22 Degrees 50 Minutes 27 Seconds West a distance of 308.10 feet to a point; thence with a bearing of North 77 Degrees 44 Minutes 52 Seconds West a distance of 381.01 feet to point; thence with a bearing of North 44 Degrees 16 Minutes 52 Seconds West a distance of 92.72 to a 1" ipf ot; thence with a bearing of North 47 Degrees 40 Minutes 19 Seconds East a distance of 4.08 feet to a ipf ot; thence with a bearing of North 43 Degrees 30 Minutes 47 Seconds West a distance of 128.68 to the point of beginning;

LEGAL DEPARTMENT DRAFT



containing 196,218 Square feet or 4.50 Acres, as surveyed by Todd B Beam, a South Carolina Professional Land Surveyor No. 29506 on January 5, 2023.

**Parcel "C"**

This being an existing parcel of land located in the city of Columbia, Richland County, South Carolina and being Tax Parcel R09107-02-01, (reference Plat Book 2081 Page 1672) and being further described as follows:

Beginning at a point in the northern right of way of Sunset Drive, 80 foot right of way, and having SCGS State Plane Coordinates North: 798906.09 and East: 1983489.10; thence with a bearing of North 22 Degrees 50 Minutes 27 Seconds East a distance of 308.10 feet to a 1" ipf ot; thence with a bearing of North 22 Degrees 46 Minutes 22 Seconds East a distance of 1.17 feet to a point; thence with a bearing of South 38 Degrees 27 Minutes 11 Seconds East a distance of 130.32 feet to a 1" ipf ot; thence with a bearing of South 19 Degrees 43 Minutes 29 Seconds West a distance of 215.93 to a ½" rebar found; thence with a curve turning to the right with a chord bearing of North 81 Degrees 00 Minutes 03 Seconds West with a chord distance of 129.81 feet and a radius of 1745.00 feet to the point of beginning; containing 31,550 Square feet or 0.72 Acres, as surveyed by Todd B Beam, a South Carolina Professional Land Surveyor No. 29506 on January 5, 2023.

LEGAL DEPARTMENT DRAFT



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We Are Columbia

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**MEETING DATE:** January 9, 2024

**DEPARTMENT:** Legal Department

**FROM:** *Teresa Knox, City Attorney*

**SUBJECT:** Ordinance No.: 2023-135 - Granting an encroachment to Huger Street Property, LLC, for the use of the right of way area of the 400 block of Huger Street for the installation and maintenance of landscaping and irrigation adjacent to 419 Huger Street, Richland County TMS# 08913-01-04

**FUNDING SOURCE & ORIGINAL BUDGET:**

**FOCUS AREAS:** Planning Together

**PURPOSE:**  
First reading approval was given on December 19, 2023.

**ATTACHMENTS:**

- **#a:** 2023-135 - Local boys Encroachment Template (PDF)
- **#b:** local boys full encroachment packet (PDF)

**HISTORY:**

12/19/23

Columbia City Council

APPROVED ON FIRST READING.

**ORDINANCE NO.: 2023-135**

*Granting an encroachment to Huger Street Property, LLC, for the use of the right of way area of the 400 block of Huger Street for the installation and maintenance of landscaping and irrigation adjacent to 419 Huger Street, Richland County TMS# 08913-01-04*

WHEREAS, Huger Street Property, LLC (hereinafter "Grantee") desires to utilize a portion of the right of way area of the 400 block of Huger Street for the installation and maintenance of landscaping and irrigation adjacent to 419 Huger 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 \_\_\_\_\_, 2023, that Grantee is hereby granted the right to use the right of way area of the 400 block of Huger Street adjacent to 419 Huger Street, Richland County TMS# 08913-01-04, for the installation and maintenance of landscaping and irrigation 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.

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:

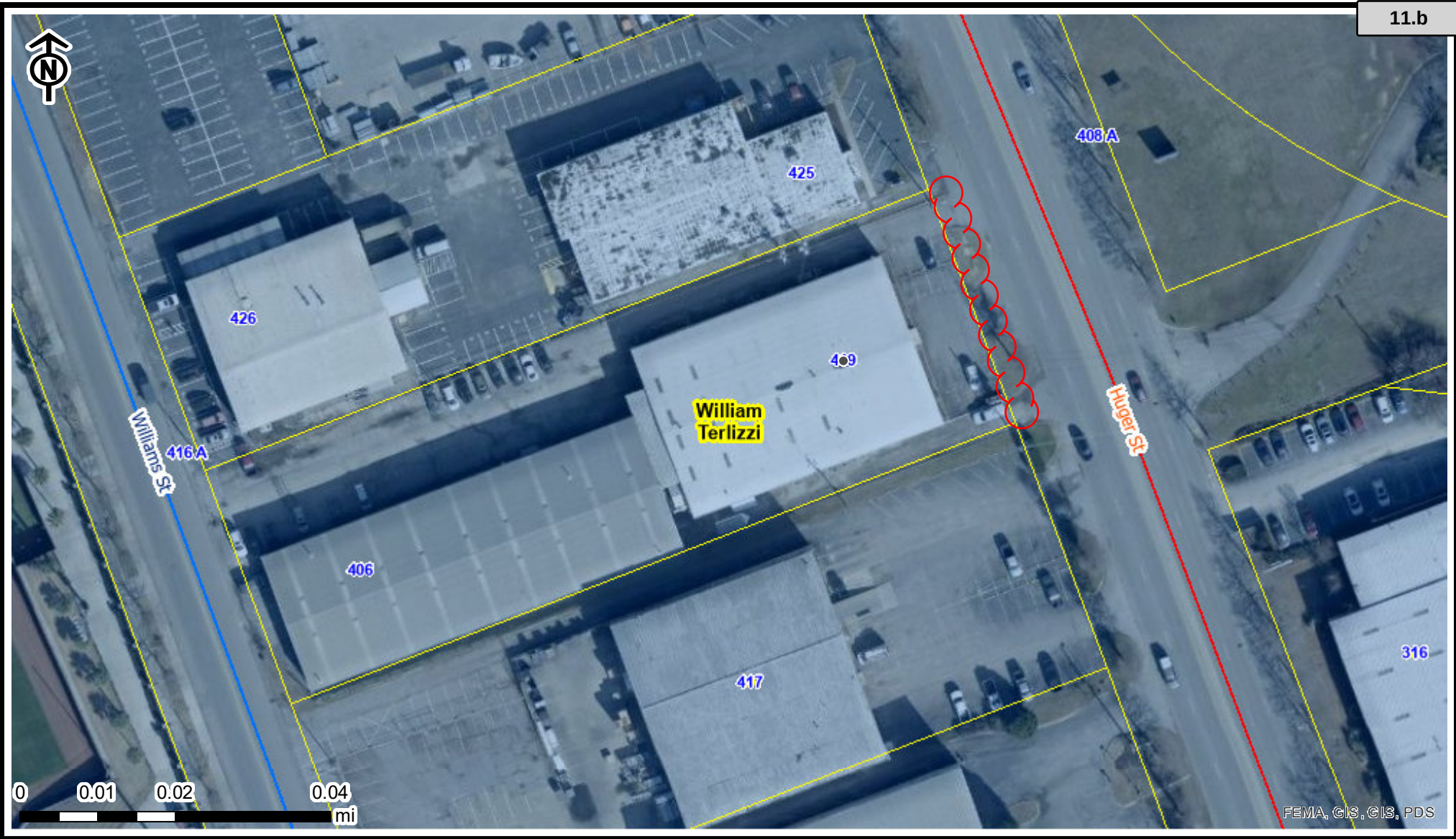
**CITY COUNCIL  
ENCROACHMENT SUMMARY  
2023-135**



**400 BLOCK OF HUGER STREET  
ADJACENT TO 419 HUGER STREET  
LANDSCAPING AND IRRIGATION**

|                              |                                                                                                             |
|------------------------------|-------------------------------------------------------------------------------------------------------------|
| <b>Subject Property:</b>     | Right-of-way adjacent to 419 Huger Street                                                                   |
| <b>Council District:</b>     | 3                                                                                                           |
| <b>Proposal:</b>             | The applicant is requesting an encroachment for installation and maintenance of landscaping and irrigation. |
| <b>Applicant:</b>            | S.D. Clifton Construction                                                                                   |
| <b>Staff Recommendation:</b> | Approval.                                                                                                   |

|                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Detail:</b> | <p>The applicant is requesting an encroachment for the installation and maintenance of landscaping and irrigation adjacent to 419 Huger Street, as shown on the attached drawings; and,</p> <p>Conditions of the proposed encroachment are as follows:</p> <ol style="list-style-type: none"> <li>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.</li> <li>2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained.</li> <li>3. Grantee is responsible for maintaining landscaping and improvements.</li> <li>4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.</li> <li>5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle.</li> <li>6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes.</li> <li>7. All trees shall be protected and no large tree roots shall be removed from any existing trees.</li> </ol> |
|----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



## City of Columbia



This map was prepared using  
the City GIS Viewer:

City of Columbia - GIS Division  
Thursday, November 16, 2023

### Address Point

- Active
- Vacant
- Tax Parcel

### Street & Ownership

- Interstate
- Highway

- City Maintained
- State Maintained
- - - Private
- Others
- Columbia City Limits
- Residential Building Inspections
- X OutsideOfCity

### FEMA Flood Hazard Area

- AE - Floodway
- AE - 100yr Flood Plain
- A - No Base Flood Elevation
- X - 500yr Flood Plain
- Red: Band\_1
- Green: Band\_2

Blue: Band\_3

### CITY OF COLUMBIA GIS DATA DISCLAIMER:

The City of Columbia GIS data represented on this map or plan is the product of the compilation of data produced by others. It is provided for information only. The City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk of the user.





# Permanent Encroachment

## Application and Checklist

### 1. Applicant Information

|                                                                                        |                                      |
|----------------------------------------------------------------------------------------|--------------------------------------|
| Name<br><u>Jordan Gray</u>                                                             |                                      |
| Company (if applicable)<br><u>SD Clifton Construction</u>                              |                                      |
| Address (street, city, state, zip)<br><u>1346 Peach Festival Rd., Gilbert SC 29054</u> |                                      |
| Phone<br><u>803-767-1816</u>                                                           | Email<br><u>jordan@sdclifton.com</u> |

### 2. Property Information

|                                                    |                                 |
|----------------------------------------------------|---------------------------------|
| Address<br><u>419 Huger St., Columbia SC 29201</u> |                                 |
| Tax Map Reference Number(s)<br><u>08913-01-04</u>  |                                 |
| Current use<br><u>Business</u>                     | Proposed use<br><u>Business</u> |

### 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.

Applying for SCDOT Encroachment separately.



# 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.)

Installing new landscaping per attached, previously reviewed and approved by Scott Golder.

*For staff use only*

Date received (M/D/Y): \_\_\_\_/\_\_\_\_/\_\_\_\_

By: \_\_\_\_\_



# Permanent Encroachment

## Application and Checklist

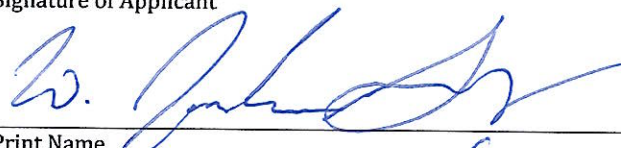
Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager.

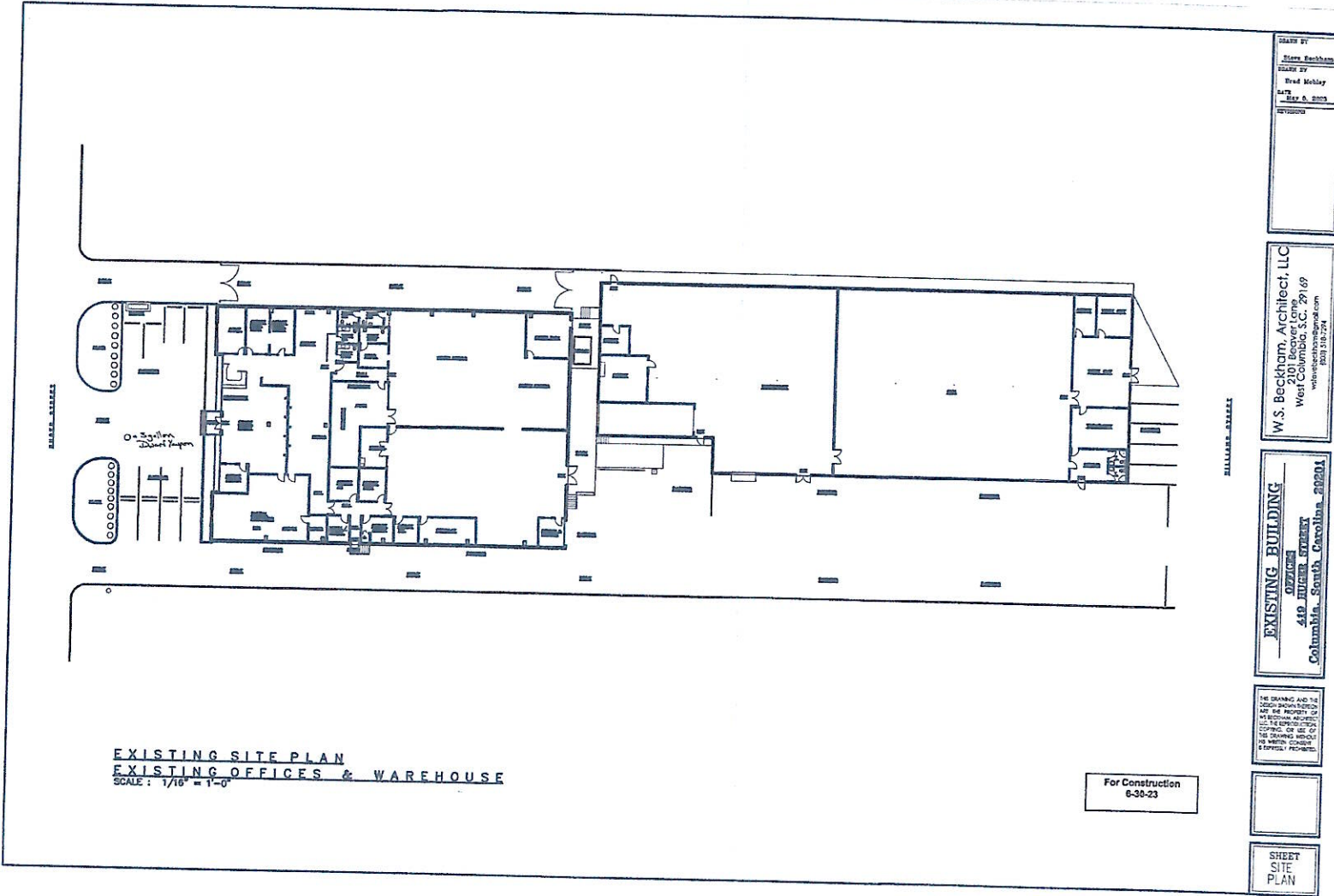
Property owned, operated and maintained by SCDOT shall comply with SCDOT encroachment requirements.

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     |
| W. JORDAN GRAY                                                                    | 11/15/23 |







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We Are Columbia

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**MEETING DATE:** January 9, 2024

**DEPARTMENT:** Legal Department

**FROM:** *Teresa Knox, City Attorney*

**SUBJECT:** Ordinance No.: 2023-138 - Amending Ordinance 2023-063 to Adopt the Budget for the City of Columbia, South Carolina, for the Fiscal Year ending June 30, 2024

**FUNDING SOURCE & ORIGINAL BUDGET:**

**FOCUS AREAS:** Planning Together

**PURPOSE:**  
First reading approval was given on December 19, 2023.

**ATTACHMENTS:**

- **#a:** 2023-138- to Amend FY 23-24 Budget (PDF)
- **#b:** FY 23 24 Budget Amendment Dec 2023 (PDF)

**HISTORY:**

12/19/23                      Columbia City Council                      APPROVED ON FIRST READING.

**ORDINANCE NO.: 2023-138**

*Amending Ordinance 2023-063 to Adopt the Budget for the City of Columbia,  
South Carolina, for the Fiscal Year ending June 30, 2024*

WHEREAS, the City of Columbia, South Carolina adopted its budget for the fiscal year ending June 30, 2024 by Ordinance 2023-063 enacted on June 20, 2023; and,

WHEREAS, City Council has heretofore enacted Ordinance No. 2023-063 adopting the budget for Fiscal Year 2023-2024 and establishing the ad valorem tax millage rate of ninety-three and eight tenth (93.8) mills; and,

WHEREAS, the property tax projected revenue to be received by the City under this amendment will be the same as the property tax projected revenue that the City was to receive under the previously adopted budget ordinance; and

WHEREAS, the City determined it is necessary to make supplemental allocations to be designated for the City of Columbia Law Enforcement and Judicial Center from various available sources to include general fund cash reserves, interest earnings, and available funds from existing projects; and,

WHEREAS, the City Council has determined that the FY 2023/2024 Operating and Capital budget require supplemental appropriations in order to fund associated operating costs and capital project projects; and,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this \_\_\_\_ day of December, 2023 that Ordinance No. 2023-138 is amending the FY 2023/2024 Budget pursuant to S.C. Code Ann. Section 6-1-320 as follows:

- Appropriate General Fund unallocated fund balance in the amount of \$10,938,907
- Amending the FY 2023/2024 General Fund Budget in the amount of \$10,938,907 as follows:
  - Police Department Budget in the amount of \$1,291,313
  - Transfers Out to Capital Projects in the amount of \$9,647,594

BE IT FURTHER ORDAINED that the budget year FY 2023-2024 is hereby amended as reflected on the attached.

LEGAL DEPARTMENT DRAFT

Requested by:

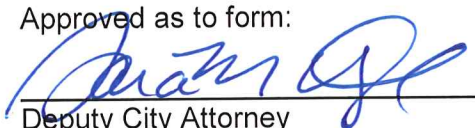
\_\_\_\_\_

\_\_\_\_\_  
Mayor

Approved by:

\_\_\_\_\_  
City Manager

Approved as to form:

  
\_\_\_\_\_  
Deputy City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

**CITY OF COLUMBIA  
GENERAL FUND SUMMARY**

|                                              | APPROVED<br>FY 23/24 | AMENDMENT         | AMENDED<br>BUDGET<br>FY 23/24 |
|----------------------------------------------|----------------------|-------------------|-------------------------------|
| <b><u>REVENUE CATEGORIES</u></b>             |                      |                   |                               |
| GENERAL PROPERTY TAX                         | 63,755,845           |                   | 63,755,845                    |
| LICENSES AND PERMITS                         | 43,688,646           |                   | 43,688,646                    |
| FROM OTHER AGENCIES                          | 19,015,017           |                   | 19,015,017                    |
| CURRENT SERVICE CHARGES                      | 17,860,696           |                   | 17,860,696                    |
| FINES & FORFEITURES                          | 506,500              |                   | 506,500                       |
| MISCELLANEOUS REVENUE                        | 455,000              |                   | 455,000                       |
| INTEREST ON INVESTMENT                       | 145,415              |                   | 145,415                       |
| RENTS & SALE OF PROPERTY                     | 1,282,740            |                   | 1,282,740                     |
| <b>TOTAL REVENUE</b>                         | <b>146,709,859</b>   |                   | <b>146,709,859</b>            |
| <b><u>TRANSFERS IN</u></b>                   |                      |                   |                               |
| FROM AMERICAN RESCUE PLAN                    | 2,000,000            |                   | 2,000,000                     |
| FROM ACCOMMODATIONS TAX                      | 25,000               |                   | 25,000                        |
| FROM HOSPITALITY TAX                         | 4,000,000            |                   | 4,000,000                     |
| FROM CAPITAL LEASE PROCEEDS                  | 9,000,000            |                   | 9,000,000                     |
| FROM PARKING FUND                            | 500,000              |                   | 500,000                       |
| FROM WATER & SEWER COST ALLOCATION           | 4,748,280            |                   | 4,748,280                     |
| FROM STORM WATER                             | 608,174              |                   | 608,174                       |
| FROM UN-APPROPRIATED SURPLUS                 | 3,000,000            | 10,938,907        | 13,938,907                    |
| <b>TOTAL TRANSFERS IN</b>                    | <b>23,881,454</b>    | <b>10,938,907</b> | <b>34,820,361</b>             |
| <b>TOTAL GENERAL FUND REV &amp; TRANS</b>    | <b>170,591,313</b>   | <b>10,938,907</b> | <b>181,530,220</b>            |
| <b><u>DEPARTMENTS</u></b>                    |                      |                   |                               |
| LEGISLATIVE - MAYOR & CITY COUNCIL           | 923,412              |                   | 923,412                       |
| ADMINISTRATION - CITY MANAGER                | 796,929              |                   | 796,929                       |
| GOVERNMENTAL AFFAIRS                         | 580,159              |                   | 580,159                       |
| ADMINISTRATION - ACM ADMINISTRATIVE SRVCS    | 254,848              |                   | 254,848                       |
| ADMINISTRATION - ACM DEVELOPMENT             | 589,444              |                   | 589,444                       |
| ADMINISTRATION - ACM CHIEF FINANCIAL OFFICER | 328,169              |                   | 328,169                       |
| ADMINISTRATION - ACM OPERATIONS              | 524,883              |                   | 524,883                       |
| HUMAN RESOURCES                              | 1,692,001            |                   | 1,692,001                     |
| BUDGET & PROGRAM MANAGEMENT OFFICE           | 792,457              |                   | 792,457                       |
| PUBLIC RELATIONS                             | 920,562              |                   | 920,562                       |
| OFFICE OF THE CITY CLERK                     | 420,941              |                   | 420,941                       |
| LEGAL                                        | 2,466,050            |                   | 2,466,050                     |
| MUNICIPAL COURT                              | 2,981,834            |                   | 2,981,834                     |
| FINANCE                                      | 2,389,485            |                   | 2,389,485                     |
| HOMELESS SERVICES                            | 1,060,000            |                   | 1,060,000                     |
| OFFICE OF BUSINESS OPPORTUNITIES             | 824,857              |                   | 824,857                       |
| COMMUNITY DEVELOPMENT                        | 570,714              |                   | 570,714                       |
| PLANNING & DEV. SERVICES                     | 3,537,588            |                   | 3,537,588                     |
| POLICE                                       | 47,310,248           | 1,291,313         | 48,601,561                    |
| EMERGENCY MANAGEMENT                         | 627,148              |                   | 627,148                       |
| 911 EMERGENCY COMMUNICATIONS                 | 3,487,759            |                   | 3,487,759                     |
| FIRE                                         | 25,041,507           |                   | 25,041,507                    |
| PARKS & RECREATION                           | 14,270,965           |                   | 14,270,965                    |
| PUBLIC WORKS                                 | 23,782,587           |                   | 23,782,587                    |
| GENERAL SERVICES                             | 4,015,033            |                   | 4,015,033                     |
| INFORMATION TECHNOLOGY                       | 5,438,531            |                   | 5,438,531                     |
| RESERVE                                      | 992,333              |                   | 992,333                       |
| <b>TOTAL DEPARTMENT</b>                      | <b>146,620,444</b>   | <b>1,291,313</b>  | <b>147,911,757</b>            |
| <b><u>NON-DEPARTMENTAL &amp; MISC.</u></b>   |                      |                   |                               |
| CAPITAL LEASE PURCHASE PAYMENT               | 6,171,814            |                   | 6,171,814                     |
| RICHLAND COUNTY DETENTION CENTER PER DIEM    | 500,000              |                   | 500,000                       |
| 5TH CIRCUIT SOLICITOR'S OFFICE               | 215,817              |                   | 215,817                       |
| RICHLAND COUNTY PUBLIC DEFENDER              | 225,000              |                   | 225,000                       |
| NON-DEPARTMENTAL & MISC.                     | 40,000               |                   | 40,000                        |
| <b>TOTAL NON-DEPARTMENTAL</b>                | <b>7,152,631</b>     |                   | <b>7,152,631</b>              |
| <b>TOTAL EXPENDITURES</b>                    | <b>153,773,075</b>   |                   | <b>155,064,388</b>            |
| <b><u>TRANSFERS OUT</u></b>                  |                      |                   |                               |
| TO INTERNAL SERVICE FUNDS                    | 2,910,120            |                   | 2,910,120                     |
| TO DEBT SERVICE                              | 3,616,526            |                   | 3,616,526                     |
| TO COMPONENT UNIT                            | 1,291,592            |                   | 1,291,592                     |
| TO CAPITAL PROJECTS                          |                      | 9,647,594         | 9,647,594                     |
| TO CAPITAL REPLACEMENT PROGRAM               | 9,000,000            |                   | 9,000,000                     |
| <b>TOTAL TRANSFERS OUT</b>                   | <b>16,818,238</b>    | <b>9,647,594</b>  | <b>26,465,832</b>             |
| <b>TOTAL BUDGET</b>                          | <b>170,591,313</b>   | <b>10,938,907</b> | <b>181,530,220</b>            |



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We Are Columbia

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**MEETING DATE:** January 9, 2024

**DEPARTMENT:** Planning and Development Services

**FROM:** *Krista Hampton, Director*

**SUBJECT:** ANNEXATION, FUTURE LAND USE MAP AMENDMENT,  
AND ZONING MAP AMENDMENT for 0.04-acre portion of  
702 Percival Road; TMS#16813-04-01 (portion)

**FUNDING SOURCE &  
ORIGINAL BUDGET:**

**CLEAN WATER 2020?:** No

**PURPOSE:**

**Ordinance No.:** 2023-132 - Annexing a 0.04-acre portion of 702 Percival Road, Richland County TMS #16813-04-01 (portion) 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, assign land use classification of Urban Edge Mixed Residential (UEMR) and assign zoning of Residential Mixed District (RM-1) for a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned RM-HD by Richland County.

**Applicant:** Outlandis Corporation/Addison Pointe, LP

**Staff Recommendation:** Approval

**PC Recommendation:** 11/9/2023; Approval (7-0)

**First reading approval was given on December 19, 2023.**

**ATTACHMENTS:**

- **#a:** ANNEX-2023-0024\_AddisonPointeDriveway\_Packet\_ZPH (PDF)
- **#b:** 2023-132 - Annex and Incorporate 702 Percival Road (PDF)
- **#c:** AddisonPointe\_Petition (PDF)
- **#d:** Percival702portion\_Offer\_Notice (PDF)

Action Item (ID # 8935)

Meeting of January 9, 2024

**HISTORY:**

12/19/23

Columbia City Council

APPROVED ON FIRST READING.



## CITY COUNCIL

December 19, 2023 at 4:00pm

City Hall, 3<sup>rd</sup> floor Council Chambers, 1737 Main Street, Columbia, SC 29201

### ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY

#### 0.04-acre portion of 702 Percival Road; TMS# 16813-04-01 (portion)

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|                               |                                                                                                                                                                                                                                                                                                    |
|-------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Council District:             | 4                                                                                                                                                                                                                                                                                                  |
| Proposal:                     | Request to annex the property, assign land use classification of Urban Edge Mixed Residential (UEMR) and assign zoning of Residential Mixed District (RM-1) for a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned RM-HD by Richland County. |
| Applicant:                    | Outlandis Corporation/Addison Pointe, LP                                                                                                                                                                                                                                                           |
| Staff Recommendation:         | Approval                                                                                                                                                                                                                                                                                           |
| PC Recommendation:            | 11/9/2023; Approval (7-0)                                                                                                                                                                                                                                                                          |
| ZPH, 1 <sup>st</sup> Reading: | 12/19/2023; Pending                                                                                                                                                                                                                                                                                |
| 2 <sup>nd</sup> Reading:      | 01/02/2024; Pending                                                                                                                                                                                                                                                                                |

#### CURRENT PARCEL CHARACTERISTICS/CONDITIONS

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**Acreage:** 0.04 acre  
**Current Use:** Undeveloped  
**Proposed Use:** Common Area  
**Reason for Annexation:** Parcel Consolidation  
**Urban Service Area:** Donut Hole - Secondary  
**Current County Land Use Classification:** Mixed Residential (High Density)  
**Proposed City Land Use Classification:** Urban Edge Mixed Residential (UEMR)  
**Current County Zoning:** Residential Multifamily High Density (RM-HD)  
**Proposed City Zoning:** Residential Mixed District (RM-1)  
**Census Tract:** 113.07

#### DETERMINATION FOR CITY SERVICES

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The following determinations are an estimate of the benefits and costs associated with the annexation of the subject property:

##### Police

This annexation of a 0.04-acre portion of property, a proposed driveway, would not significantly impact CPD's ability to serve this area.



**Fire**

The proposed annexation will **not result in significant additional costs or impact services** being provided by this department. This annexation is to facilitate the construction of driveway access to a pending development.

**Solid Waste**

The adjacent parcel being developed is already within the City of Columbia, and there will not be any services on this portion of a parcel being annexed. Thus, this annexation **will not impact** the City of Columbia's Solid Waste service.

**Engineering**

Because this property will not be receiving services, Utilities and Engineering should **not incur any costs** associated with this annexation. Water service to the adjacent parcel being developed, which is already inside the City limits is provided by the City. The East Richland Public Service District provides sewer service.

**Planning & Development Services**

**We recommend approval** of the annexation of this property, which is located within a Donut Hole-Secondary as designated in the Urban Service Area plan. This 0.04-acre portion of a parcel is being annexed to provide driveway access between Percival Road and a multifamily development planned on the adjacent parcel (Richland County TMS# 16814-07-01), and **will not notably impact the City's services or revenues**.

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## PLANS, POLICIES, AND LAND USE

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**Urban Service Area**

The subject property is identified as a "Donut Hole - Secondary" in the Urban Service Area Plan.

**Principles and Goals of the Urban Service Area**

The Urban Service Area plan provides a prioritization tool for City Council, staff, and the public to consider about the areas that present the best opportunities for the City's long-term growth, while minimizing both short-term and long-term challenges. A review of existing infrastructure as well as the reach of our community facilities and services helps define how we classify areas within the Urban Service Area plan. Areas have been classified as Primary, Secondary, and Long Range areas - or as Donut Holes – in order to represent the general level of priority based on this review.

Importantly, this Urban Service Area plan is a policy guide, and not a determination about annexation on any individual property.

**Donut Hole – Secondary**

*Donut Holes - Secondary* are the donut holes where the ability to provide all services and/or the condition of existing infrastructure may not be at optimal levels for annexation at this time. For example, it may be that the storm drainage and/or road system is substandard or that the area is in an overburdened service area.

Annexation within an area classified as *Donut Hole - Secondary* should be considered, but an assessment of the impact on the City's revenue and ability to serve the property/area in question is needed. In areas lacking infrastructure or serviceability, the City should work towards improving these conditions in collaboration with the communities, the County, and other organizations if possible.

*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 in the *Columbia Compass: Envision 2036* Future Land Use Map is Urban Edge Mixed Residential (UEMR). The property is currently designated as Mixed Residential (High Density) by Richland County.

**Refer to attached land use classification descriptions for existing Richland County land use and proposed City of Columbia land use.**

#### *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 recently adopted by the City of Columbia or Richland County.

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### **PROPOSED ZONING DISTRICT SUMMARY**

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The parcel is currently zoned Residential Multifamily High Density (RM-HD) by Richland County. Adjacent parcels within the City of Columbia are currently zoned Residential Mixed District (RM-1) to the east, and to the west across Percival Road. In unincorporated Richland County, the remainder of the property and additional parcels to the south are currently zoned Residential Multifamily High Density (RM-HD) by Richland County.

The proposed City of Columbia zoning district is Residential Mixed District (RM-1).

**Refer to attached zoning district description for more information on the proposed City of Columbia zoning.**

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### **STAFF RECOMMENDATION**

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Staff recommends the assignment of a future land use classification of Urban Edge Mixed Residential (UEMR) and zoning of Residential Mixed District (RM-1) at the time of annexation.





Subject Property





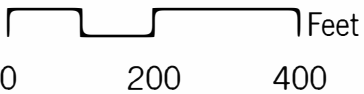
# Future Land Use

702 Percival Road, TMS# 16813-04-01 (0.04 acre portion)  
 Current Richland Co. Future Land Use: Mixed Residential (High Density)  
 Proposed City Future Land Use: Urban Edge Mixed Residential (UEMR)

13.a

## Legend

- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
- UEMF - Urban Edge Multi-family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UCAC-3 - Urban Core Regional Activity Center
- UEAC-1 - Urban Edge Community Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- S/A - Sports/Amusement
- C/I - Civic/Institutional
- CBA - Central Business Area
- ZOO - Riverbanks Zoo & Garden
- U/C - Universities/Colleges
- FJ - Fort Jackson
- T/S - Transitional/Sensitive Lands
- Parcels
- City Limits



## Planning & Development Services Department

Created by: sw Hudson Date: 10/12/2023



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# Zoning

702 Percival Road, TMS# 16813-04-01 (portion)  
 Current Richland Co. Zoning: RM-HD  
 Proposed City Zoning: Residential Mixed (RM-1)

13.a

## Legend

-  RM-1: Residential Mixed
-  INS-FJ: Institutional - Fort Jackson District
-  OV-FW: Floodway Overlay District
-  OV-FP: Floodplain Overlay District
-  Parcels
-  City Limits



0 200 400 Feet

**Planning & Development  
 Services Department**

Created by: swudson Date: 10/12/2023



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Packet Pg. 164

## Current Future Land Use Classification



## MIXED RESIDENTIAL

### Land Use and Character

Areas include much of the urban and suburban developed areas in the County as well as edge areas adjacent to other jurisdictions in the County. These are densely developed urban and suburban areas, or opportunities for dense suburban development. Mixed residential areas include the full range of uses supportive of neighborhood, community, and regional commercial and employment needs. Residential single-family, multi-family, office and institutional, general and neighborhood commercial, and recreational uses are appropriate for this area. Some light industrial uses are also found today in these areas, but additional industrial development with significant community impacts (i.e., noise, exhaust, odor, heavy truck traffic) is discouraged, unless the area is identified specifically for these uses. Schools, churches, parks, and other institutional uses help support the full service nature of Mixed Residential areas. **See Appendix B for more detailed guidance for this category.**



### Desired Development Pattern

Developments should reinforce the guiding principle of making neighborhoods and communities in Richland County more livable. Mixed Residential areas should provide a mix of housing opportunities within individual developments, preferably organized around a neighborhood center or public space. To the extent possible, commercial and office development should be located in Activity Centers and in Mixed Use Corridors. High density residential uses should be located proximate to or incorporated within Activity Centers, increasing existing and future opportunities for transit service to these locations. Grid and modified grid development patterns are preferred over curvilinear and cul-de-sac designs to support connectivity.



### Transportation

Upgrades to roads should include the full range of transportation options – driving, transit, walking, and biking. Connectivity between adjacent developments is encouraged. New neighborhoods should include the full range of transportation options, including recreational sidewalks, trails and greenways, as possible.

### Recommended Land Uses

**Primary, Secondary, and Tertiary Land Uses:** See Appendix B for the map and Handbook that identify recommended Development Types and Primary, Secondary, and Tertiary Uses that are encouraged for these areas.

### Policy Guidance

1. See Appendix B for the map that identifies the recommended Development Types for Mixed Residential areas, and references specific design guidance for each Development Type.

### Relevant Plans

Broad River Neighborhood Master Plan, Broad River Corridor and Community Master Plan, Lower Richland Community Strategic Master Plan, Trenholm Acres/Newcastle Master Plan, Arcadia Lakes Comprehensive Plan, Blythewood Comprehensive Plan, Cayce Comprehensive Plan, Columbia Comprehensive Plan, Forest Acres Comprehensive Plan

### Priority Investment Areas

# 1 I-26 Broad River Road interchange (south), Portion of #5 I-20 Fairfield Interchange, Most of #9 Decker Boulevard and Two Notch Road, Portion of #10 I-77 Bluff Road Interchange (Bluff Road Exit)

### Areas of Common Interest

Proposed projects in the Northwest, North Central, Northeast, Beltway, and Southeast Planning areas should be coordinated with adjacent municipalities when located in areas of common interest near jurisdictional lines.



## Proposed Future Land Use Classification

## Development Types

### URBAN EDGE MIXED RESIDENTIAL (UEMR)

Urban Edge Mixed Residential neighborhoods are appropriate near the perimeter of the City or in the outer ring of neighborhoods. This development type primarily represents existing post-1940s subdivisions and the auto-oriented corridors associated with them. The pattern is also suitable for small to medium infill development within these areas. It is primarily characterized by individual subdivisions or neighborhoods with a specific street and block pattern adjacent to other subdivisions or neighborhoods with a different subdivision street and block pattern. Urban Edge Mixed Residential neighborhoods can accommodate a variety of housing types from detached single-family to multi-family complexes.



 parking  transit

### UEMR BUILDING TYPES/LAND USES

#### PRIMARY TYPES

- Single-family Detached

#### SECONDARY TYPES

- Single-family Attached
- Two-family
- Three-family
- Multi-family Small & Medium

#### TERTIARY TYPES

- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

*See matrix for appropriate park/open space types.*

## Development Types

### UEMR DEVELOPMENT PATTERN/CONTEXT

- The street network is typically curvilinear with irregular block structure. It may have limited points of connections and frequent use of culs-de-sac.
- Streets vary in width from 30 foot rights-of-way to 60 foot rights-of-way. Sidewalks are not common in existing neighborhoods but should be provided in redevelopment or new development.
- Blocks vary by subdivision but may be similar to an urban block, or be less defined and more organically shaped by the landscape or former parent lot.
- The subdivision pattern is typically very consistent in terms of lot sizes. Lots themselves may vary from rectangular parcels to wedge-shaped parcels consistent with the more curvilinear street network and cul-de-sac lots.
- Buildings are typically located near the center of the lot, with somewhat equal front and back yards. Buildings often present a wider façade to the street and attached garages and driveways are common.
- Building scale and design of groups of housing types should be complimentary to adjacent housing types in scale. Housing types are typically developed in separate subdivisions (multi-family, single-family, townhouses). Mixing of housing types within a block is uncommon.
- Open space should be provided throughout Urban Edge Mixed Residential developments in an informal and passive manner as well as through neighborhood recreation facilities and clubhouses.



- Architectural details may vary within each subdivision depending on the mix of residential types and era of construction. Infill development should respect the existing horizontal and vertical scaling as well as location and orientation of buildings on the lots.

# Proposed Zoning District



## RM-1: Residential Mixed District

### Purpose

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.

### Intensity and Dimensional Standards

| Standard                            | Townhouse         | All Other Uses |
|-------------------------------------|-------------------|----------------|
| Lot Area, min. (sf.)                | 8,000[1]/1,500[2] | 5,000          |
| Lot Width, min. (ft.)               | 75[1]/18[2]       | 50             |
| Lot Depth, min. (ft.)               | 70                | 70             |
| Lot Coverage, max. (% of site area) | 50                | 50             |
| Density, max. (du/acre)             | N/A               | 8.7            |
| Front Yard Setback, min. (ft.)      | 15                | 15             |
| Side Yard Setback, min. (ft.)       | [3]               | 5              |
| Rear Yard Setback, min. (ft.)       | 10                | 10             |
| Building Height, max. (ft.)         | 40                | 40             |

Notes: ft. = feet sf. = square feet du. = dwelling unit

[1] Applies to the development lot as a whole rather than individual lots under individual units.

[2] Applies to individual lots under individual units.

[3] A minimum of five feet required between end units and side yard and ten feet between end units and any secondary front yard.

### Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. <sup>1</sup> Conditional Use <sup>2</sup> Special Exception

#### PRINCIPAL USES PERMITTED

|                                  |                                                 |                                             |
|----------------------------------|-------------------------------------------------|---------------------------------------------|
|                                  | Library                                         | Grocery store or food market <sup>2</sup>   |
| Cottage neighborhood development | Place of worship <sup>2</sup>                   | Community garden <sup>1</sup>               |
| Dwelling, live-work <sup>1</sup> | Public safety facility                          | Crop production and processing <sup>2</sup> |
| Dwelling, multifamily            | Elementary, middle, or high school <sup>2</sup> |                                             |
| Dwelling, single-family detached | Arboretum or botanical garden <sup>2</sup>      |                                             |
| Dwelling, townhouse              | Cemetery <sup>2</sup>                           |                                             |
| Dwelling, two-family             | Park or greenway <sup>1</sup>                   |                                             |
| Community recreation center      | Utility facility, major <sup>2</sup>            |                                             |
| Cultural facility <sup>2</sup>   | Utility facility, minor                         |                                             |
| Day care facility <sup>1</sup>   | Dry cleaning pick-up <sup>1</sup>               |                                             |

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

**ORDINANCE NO.: 2023-132**

*Annexing a 0.04-acre portion of 702 Percival Road, Richland County TMS #16813-04-01 (portion) 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 \_\_\_\_\_, 2023, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 702 Percival Road and TMS# 16813-04-01 (portion) containing 0.04 acre, 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 113.07, and



assigned a future land use classification of Urban Edge Mixed Residential (UEMR) and zoning of Residential Mixed District (RM-1).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 16813-04-01 (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

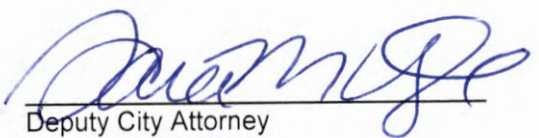
\_\_\_\_\_  
Mayor

Approved by:

\_\_\_\_\_  
City Manager

Approved as to form:

ATTEST:

  
\_\_\_\_\_  
Deputy City Attorney

\_\_\_\_\_  
City Clerk

Introduced:  
Final Reading:

**ORDINANCE NO.: 2023-132**  
**EXHIBIT "A"**  
**PROPERTY DESCRIPTION**

All that certain piece, parcel or lot of land, with improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, a 0.04 acre portion of Richland County TMS# 16813-04-01, and shown as "1887 S.F." on a survey prepared for Connelly Development by Civil Engineering of Columbia, and dated October 5, 2023. Said survey being incorporated by reference for a more complete description of the property

LEGAL DEPARTMENT DRAFT

Last revised: 11/27/2023  
2024/02/26

STATE OF SOUTH CAROLINA     )  
                                                           )  
 COUNTY OF RICHLAND         )     PETITION FOR ANNEXATION

The undersigned, being the owner(s) of the properties described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description:     All that certain piece, parcel or lot of land, with improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, a 0.04 acre portion of Richland County TMS# 16813-04-01, and shown as "1887 S.F." on a survey prepared for Connelly Development by Civil Engineering of Columbia, and dated October 5, 2023. Said survey being incorporated by reference for a more complete description of the property

Richland County TMS:         16813-04-01 (portion)

Property Address:             0.04-acre portion of 702 Percival Road

**Seller:**

**Outlandis Corporation**

BY:

  
 (Signature)

Date:

10/5/2023

Oliver Landis III  
 (Print or Type Name)

ITS:

CEO Outlandis Corp.  
 (Print or Type Title)

**Buyer:**

**Addison Pointe, LP**

BY:

  
 (Signature)

Date:

10/5/2023

Kevin Connolly  
 (Print or Type Name)

ITS:

Addison Pointe, LP  
 Manager for Addison One, LLC  
General Partner  
 (Print or Type Title)



CURVE TABLE

| CURVE | ARC     | CHORD BEARING | RADIUS   | DELTA       | CHORD   | TANGENT |
|-------|---------|---------------|----------|-------------|---------|---------|
| C1    | 402.90' | N06° 28' 19"W | 3869.72' | 5° 57' 55"  | 402.72' | 201.63' |
| C2    | 111.32' | S02° 39' 54"E | 3869.72' | 1° 38' 54"  | 111.32' | 55.67'  |
| C3    | 590.47' | N12° 46' 51"E | 2814.79' | 12° 01' 09" | 589.39' | 296.32' |

NOTES AND REFERENCES:

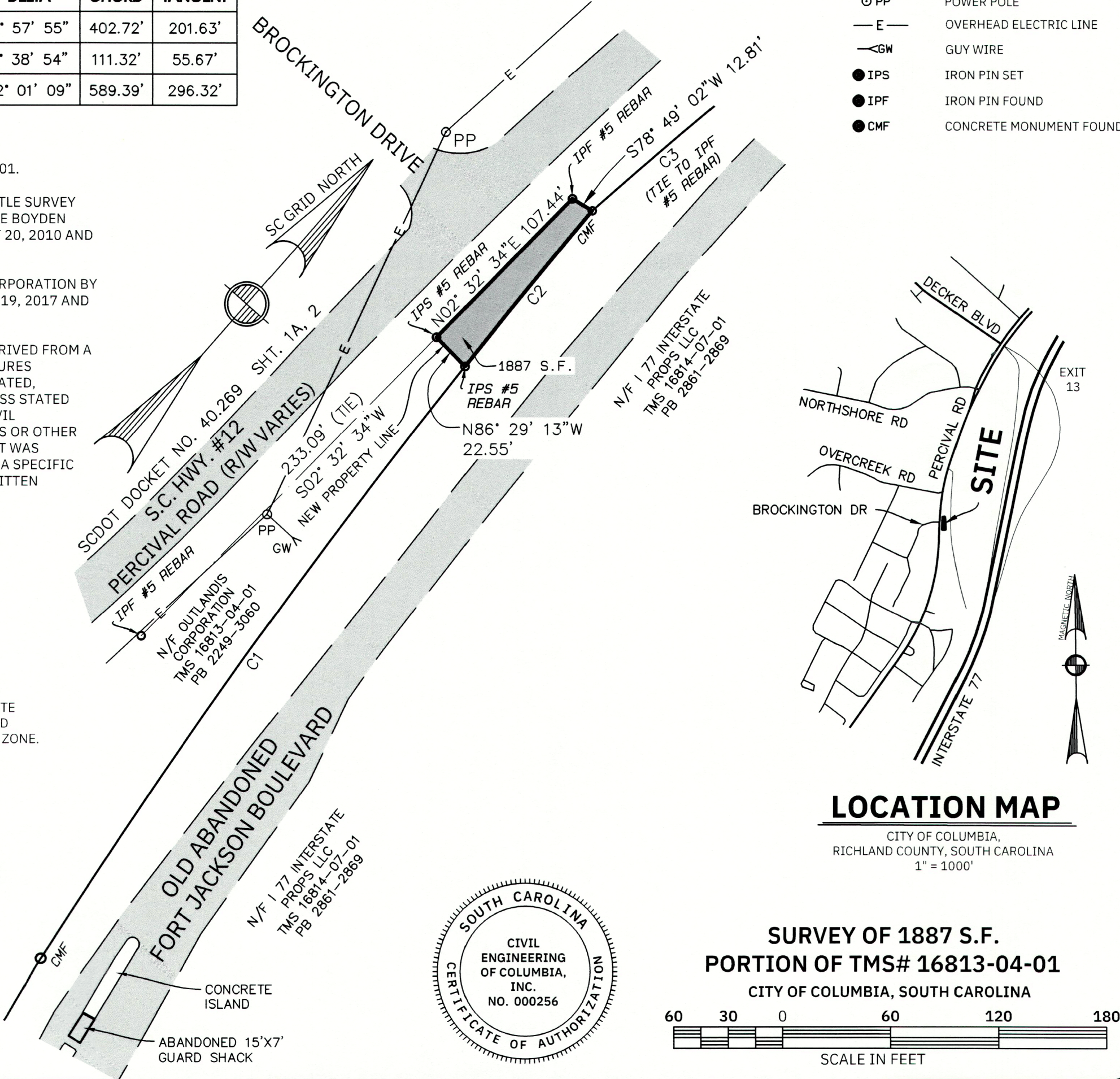
1. A PORTION OF RICHLAND COUNTY TMS# 16813-04-01.
2. US ARMY BASE, FORT JACKSON ALTA/ACSM LAND TITLE SURVEY MILITARY HOUSING OF DISPOSAL PARCELS 1& 2, THE BOYDEN ARBOR TRACTS BY WOOLPERT, INC. DATED AUGUST 20, 2010 AND LAST REVISED DECEMBER 8, 2011. COPY ON FILE.
3. COMBINATION PLAT PREPARED FOR OUTLANDIS CORPORATION BY STEADMAN & ASSOCIATES, INC. DATED SEPTEMBER 19, 2017 AND RECORDED IN PB 2249-3060.
4. THE INFORMATION SHOWN ON THIS SHEET WAS DERIVED FROM A FIELD RUN SURVEY. OBVIOUS AND APPARENT FEATURES ENCOUNTERED ARE INCLUDED ON THIS SHEET. RELATED, REFERENCED INFORMATION WAS ALSO USED. UNLESS STATED HEREON, NO TITLE SEARCH WAS PERFORMED BY CIVIL ENGINEERING OF COLUMBIA, AND SOME EASEMENTS OR OTHER MATTERS OF RECORD MAY NOT APPEAR. THIS SHEET WAS PREPARED FOR A SPECIFIC CLIENT TO BE USED FOR A SPECIFIC PURPOSE. USE BY ANY OTHER PARTY, WITHOUT WRITTEN CONSENT, IS UNAUTHORIZED.
5. WETLANDS DELINEATION NOT PROVIDED.

I HEREBY CERTIFY THAT I HAVE CONSULTED THE FEMA FLOOD INSURANCE RATE MAP NUMBER 45079C 0262 L EFFECTIVE DATE DECEMBER 21, 2017 AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE SUBJECT PROPERTY IS NOT LOCATED IN A FLOOD ZONE.

I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED HEREIN IS A TRUE AND CORRECT SURVEY TO THE ACCURACY REQUIRED BY THE CITY OF COLUMBIA SUBDIVISION REGULATIONS AND THE MONUMENTS SHOWN HAVE BEEN PLACED TO THE SPECIFICATIONS SET FORTH IN THOSE REGULATIONS.

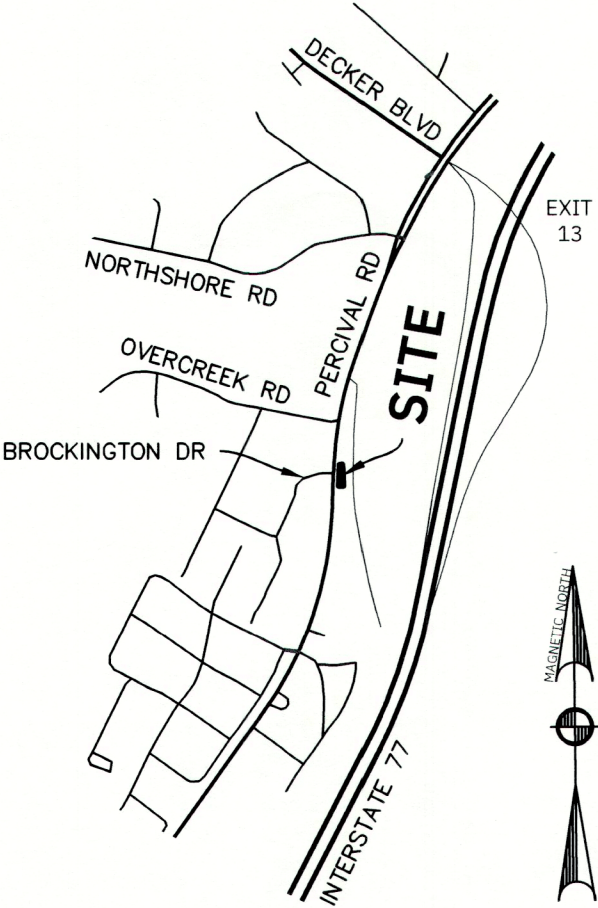
I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN.

  
CLAYTON H. WALSH P.L.S. # 36748



LEGEND:

- PP
- POWER POLE
- E
- OVERHEAD ELECTRIC LINE
- GW
- GUY WIRE
- IPS
- IRON PIN SET
- IPF
- IRON PIN FOUND
- CMF
- CONCRETE MONUMENT FOUND



LOCATION MAP

CITY OF COLUMBIA,  
RICHLAND COUNTY, SOUTH CAROLINA  
1" = 1000'

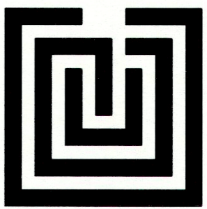
SURVEY OF 1887 S.F.  
PORTION OF TMS# 16813-04-01

CITY OF COLUMBIA, SOUTH CAROLINA



PREPARED FOR  
**CONNELLY**  
DEVELOPMENT  
LEXINGTON SOUTH CAROLINA

**CIVIL  
ENGINEERING of  
COLUMBIA**



3740A FERNANDINA ROAD COLUMBIA, SC 29210  
TEL (803) 798-2820 FAX (803) 798-2826

| DATE             | REVISION DESCRIPTION | BY: |
|------------------|----------------------|-----|
| 10/5/2023        |                      |     |
| DATE:            | JOB NUMBER           |     |
| RAWN: N. DELOACH | 23081                |     |
| SCALE: 1"=60'    |                      |     |



# MEMORANDUM

## Office of the City Manager

TO: Department Heads  
 FROM: Teresa Wilson, City Manager  
 DATE: October 13, 2023  
 RE: **Property Address:** 0.04-acre portion of 702 Percival Road  
**Richland County TMS#:** 16813-04-01 (portion)  
**Owner(s):** Outlandis Corporation/Addison Pointe, LP  
**Current Use:** Undeveloped  
**Proposed Use:** Common Area  
**Current County Land Use:** Mixed Residential (High Density)  
**Proposed City Land Use:** Urban Edge Mixed Residential (UEMR)  
**Current County Zoning:** Residential Multifamily High Density (RM-HD)  
**Proposed City Zoning:** Residential Mixed District (RM-1)  
**Reason for Annexation:** Municipal Services; Donut Hole - Secondary  
**City Council District:** 4  
**Census Tract:** 113.07

The Planning & Development Services advises that the above referenced property has been offered for annexation. Attached, please find a map or drawing reflecting the property. You are directed to forward your comments and/or recommendations regarding the issue of whether to annex or not to Planning & Development Services. Planning & Development Services will compile your comments for City Council consideration.

Planning & Development Services staff will see to it that this matter is placed on the **November 9, 2023** Planning Commission agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

/atl

Attachments

cc:

Clint Shealy, Assistant City Manager  
 Jeff Palen, Assistant City Manager/CFO  
 Dana Higgins, Director, Engineering  
 Frank Eskridge, Director, Utilities  
 Robert Anderson, Public Works Director  
 Krista Hampton, Planning & Development Services  
 Kelly Smith, Business License Administrator  
 Greg Williams, Business Liaison  
 Tiffany Latimer, Customer Care Administrator  
 Todd Beiers, Building Official  
 Michelle Brazell, Engineering  
 Police Planning & Research  
 Alfreda Tindal, Richland Co. 911 Addressing Coordinator

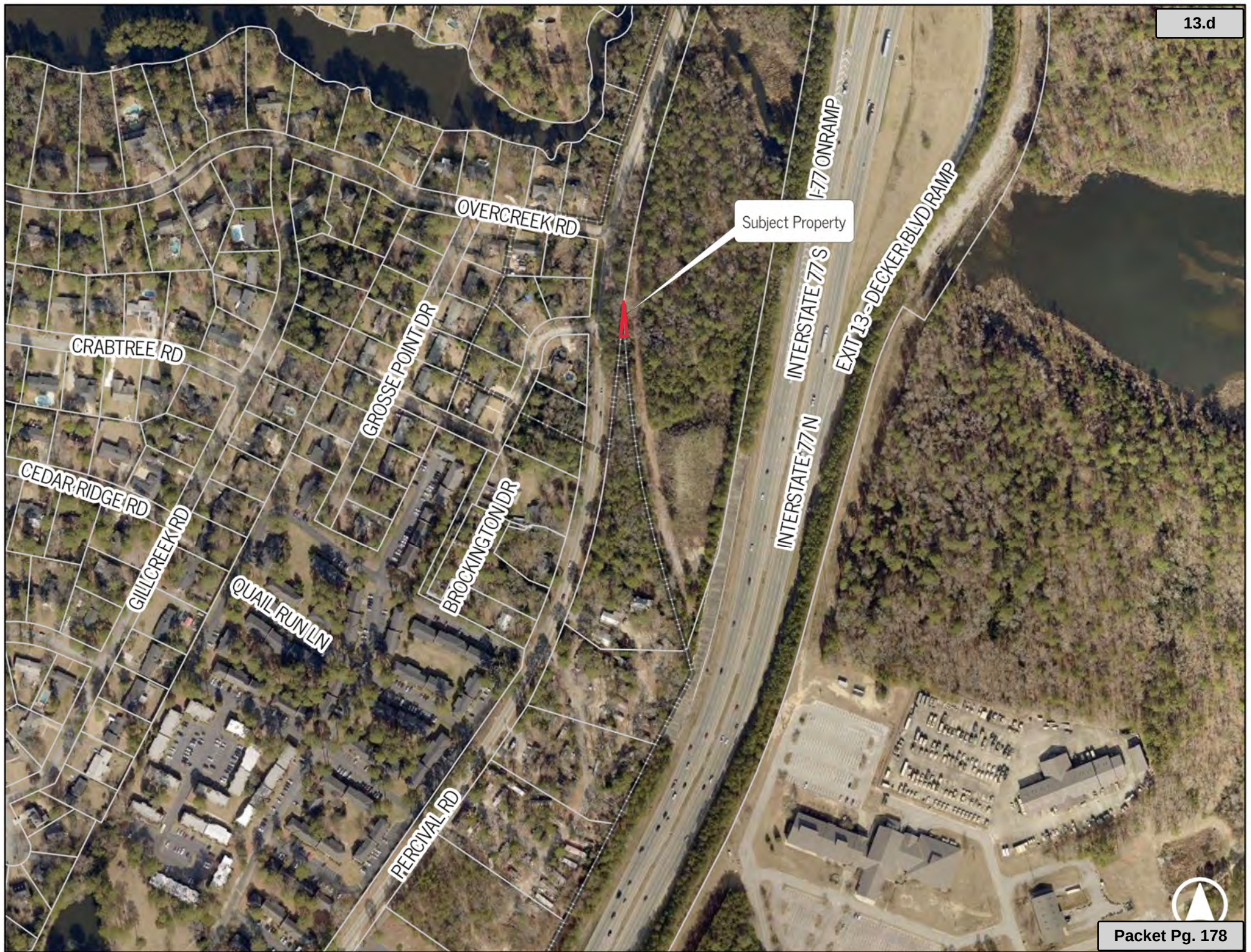
Missy Gentry, Assistant City Manager  
 Henry M. Simons, Assistant City Manager  
 Teresa Knox, City Attorney  
 William Holbrook, Police Chief  
 Aubrey Jenkins, Fire Chief  
 Dollie Herron, Community Development  
 George Adams, Fire Marshal  
 Hope Hasty, Zoning Administrator  
 Wendy Royal, Columbia-Richland 911  
 David Hatcher, Housing Official  
 Richland County Solid Waste Collection  
 Lucinda Statler, Planning Administrator  
 Brandon Burnette, Development Center Administrator

Planning Commission Land Use Recommendation: UEMR (Land Use classification) by T - O  
 on 11/9/2023 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: RM-1 (Zoning classification) by T - O  
 on 11/9/2023 (mm/dd/yyyy).

  
 (Signature of Annexation Coordinator)







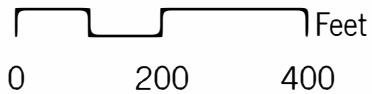
# Future Land Use

702 Percival Road, TMS# 16813-04-01 (0.04 acre portion)  
 Current Richland Co. Future Land Use: Mixed Residential (High Density)  
 Proposed City Future Land Use: Urban Edge Mixed Residential (UEMR)

13.d

## Legend

- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
- UEMF - Urban Edge Multi-family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UCAC-3 - Urban Core Regional Activity Center
- UEAC-1 - Urban Edge Community Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- S/A - Sports/Amusement
- C/I - Civic/Institutional
- CBA - Central Business Area
- ZOO - Riverbanks Zoo & Garden
- U/C - Universities/Colleges
- FJ - Fort Jackson
- T/S - Transitional/Sensitive Lands
- Parcels
- City Limits



## Planning & Development Services Department

Created by: sw Hudson Date: 10/12/2023



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# Zoning

702 Percival Road, TMS# 16813-04-01 (portion)  
 Current Richland Co. Zoning: RM-HD  
 Proposed City Zoning: Residential Mixed (RM-1)

13.d

## Legend

- RM-1: Residential Mixed
- INS-FJ: Institutional - Fort Jackson District
- OV-FW: Floodway Overlay District
- OV-FP: Floodplain Overlay District
- Parcels
- City Limits



0 200 400 Feet

**Planning & Development  
 Services Department**

Created by: swudson Date: 10/12/2023



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We Are Columbia

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**MEETING DATE:** January 9, 2024

**DEPARTMENT:** Planning and Development Services

**FROM:** *Krista Hampton, Director*

**SUBJECT:** ZONING MAP AMENDMENT for 1213 Pickens St.  
TMS#11401-05-09

**FUNDING SOURCE &  
ORIGINAL BUDGET:**

**CLEAN WATER 2020?:** No

**PURPOSE:**

**Ordinance No.: 2023-134 - Amending the Official Zoning Map to modify the zoning for 1213 Pickens Street, Richland County TMS# 11401-05-09**

**Council District: 2**

**Proposal: Request to rezone the property from Downtown Activity Center District (DAC) in the City Center Design Overlay District (OV-CC) to Mixed-Use District (MU-2) in the City Center Design Overlay District (OV-CC)**

**Applicant: 1527 Gervais Phase 2 LLC, c/o Robert B. Lewis**

**Staff Recommendation: Approval**

PC Recommendation: 11/9/2023; Approval (7-0)

First reading approval was given on December 19, 2023.

**ATTACHMENTS:**

- **#a:** ZMA\_2023-0017\_1213 Pickens St\_ZPH (PDF)
- **#b:** 2023-134 - Zoning Map Amendment to Rezone 1213 Pickens Street (PDF)
- **#c:** Land Use Map(PDF)
- **#d:** Zoning Map (PDF)

**HISTORY:**

12/19/23

Columbia City Council

APPROVED ON FIRST READING.

Updated: 12/28/2023 2:13 PM

Page 1





## CITY COUNCIL

December 19, 2023 at 4:00pm

City Hall, 3<sup>rd</sup> floor Council Chambers, 1737 Main Street, Columbia, SC 29202

### Zoning Map Amendment Case Summary

1213 Pickens Street

TMS# 11401-05-09

|                                     |                                                                                                                                                                                                                |
|-------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Council District:</b>            | 2                                                                                                                                                                                                              |
| <b>Proposal:</b>                    | Request to rezone the property from Downtown Activity Center District (DAC) in the City Center Design Overlay District (OV-CC) to Mixed-Use District (MU-2) in the City Center Design Overlay District (OV-CC) |
| <b>Applicant:</b>                   | 1527 Gervais Phase 2 LLC, c/o Robert B. Lewis                                                                                                                                                                  |
| <b>Staff Recommendation:</b>        | Approval                                                                                                                                                                                                       |
| <b>PC Recommendation:</b>           | 11/9/2023; Approval (7-0)                                                                                                                                                                                      |
| <b>ZPH, 1<sup>st</sup> Reading:</b> | 12/19/2023; Pending                                                                                                                                                                                            |
| <b>2<sup>nd</sup> Reading:</b>      | 01/02/2024; Pending                                                                                                                                                                                            |

### CURRENT PARCEL CHARACTERISTICS/CONDITIONS

**Acreage:** .29 Ac

**Current Use:** Parking

**Proposed Use:** Single-family residential

**Land Use Classification:** Urban Core Mixed Residential - 2 (UCMR-2)

**Current Zoning:** Downtown Activity Center District (DAC) in the City Center Design Overlay District (OV-CC)

**Proposed Zoning:** Mixed-Use District (MU-2) in the City Center Design Overlay District (OV-CC)

### PLANS, POLICIES, AND LAND USE

#### *Comprehensive Plan Land Use Classification*

The future land use classification for the subject property is Urban Core Mixed Residential Type 2 (UCMR-2) in the *Columbia Compass: Envision 2036* Future Land Use Map.

**Refer to attached land use classification description.**

#### *Existing Neighborhood, Small Area, Community, and/or Corridor Plans*

The subject property is located within the study area of the [City Center Master Plan](#) (1999), more specifically within the City Center East district (page 52). There were no recommendations made specific to the subject

property, but the plan does note that Gervais Street, as a critical connection, “should be programmed for streetscape improvements that would include new street trees, coordinated mast arm traffic signals, improvements to sidewalks, and designated crosswalks at all intersections” (page 52). The City Center Design Guidelines, developed and implemented during the planning effort, are also identified by the plan as crucial to success, noting that “the objective of the guidelines is to encourage high quality projects that will preserve and protect investments on adjacent properties and make a long-term contribution to the economic well being of City Center” (page 2).

---

### PROPOSED ZONING DISTRICT SUMMARY

---

The subject property currently has base zoning of Downtown Activity Center (DAC). The adjacent properties to the north and across Pickens Street are zoned Mixed-Use District (MU-2), and adjacent properties to the west and south have base zoning of Downtown Activity Center (DAC).

The proposed zoning district is Mixed-Use District (MU-2).

**Refer to attached zoning district classification descriptions.**

---

### STAFF RECOMMENDATION

---

The parcel being requested for rezoning is currently zoned –DAC and is on the edge of the MU-2 district. A number of parcels are being assembled for redevelopment, and the desired zoning of MU-2 is necessary for the proposed development, which will have single-family detached dwellings. This rezoning would shift the MU-2 zoning district one parcel to the south. Staff finds the request is consistent with the future land use classification in *Columbia Compass: Envision 2036* and finds a recommendation to approve is appropriate.





Subject Property





# Future Land Use

1213 Pickens Street, TMS# 11401-05-09

Future Land Use: Urban Core Mixed Residential (UCMR)

14.a

## Legend

- UCMR-1 - Urban Core Mixed Residential -1
- UCMR-2 - Urban Core Mixed Residential -2
- UCMR-3 - Urban Core Mixed Residential -3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
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- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- S/A - Sports/Amusement
- QI - Civic/Institutional
- CBA - Central Business Area
- ZOO - Riverbanks Zoo & Garden
- U/C - Universities/Colleges
- FJ - Fort Jackson
- TS - Transitional/Sensitive Lands
- ID - Parcels
- City Limits

Feet

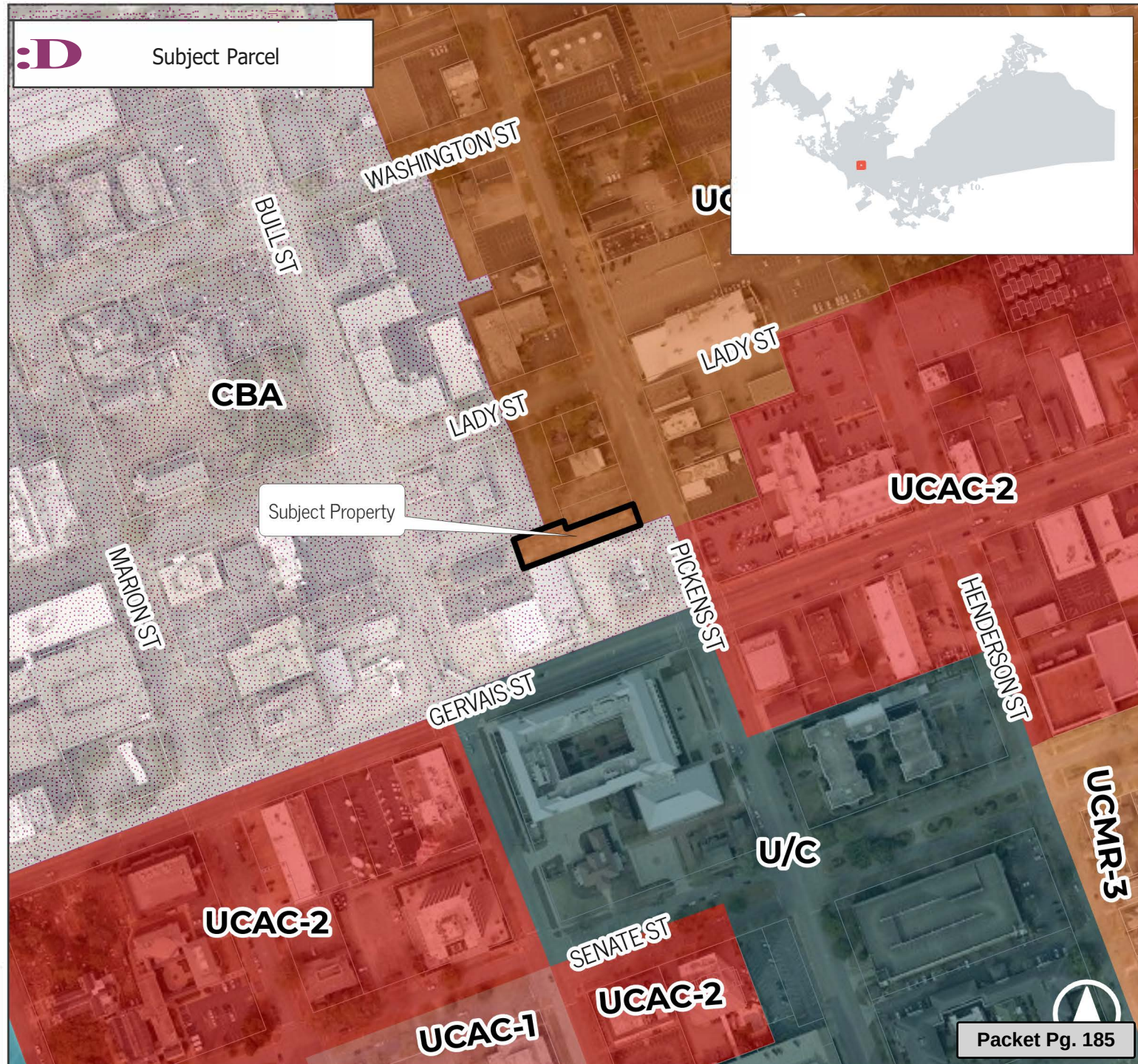
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## Planning & Development Services Department

Created by: sw Hudson Date: 10/24/2023



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# Zoning

1213 Pickens Street, TMS# 11401-05-09

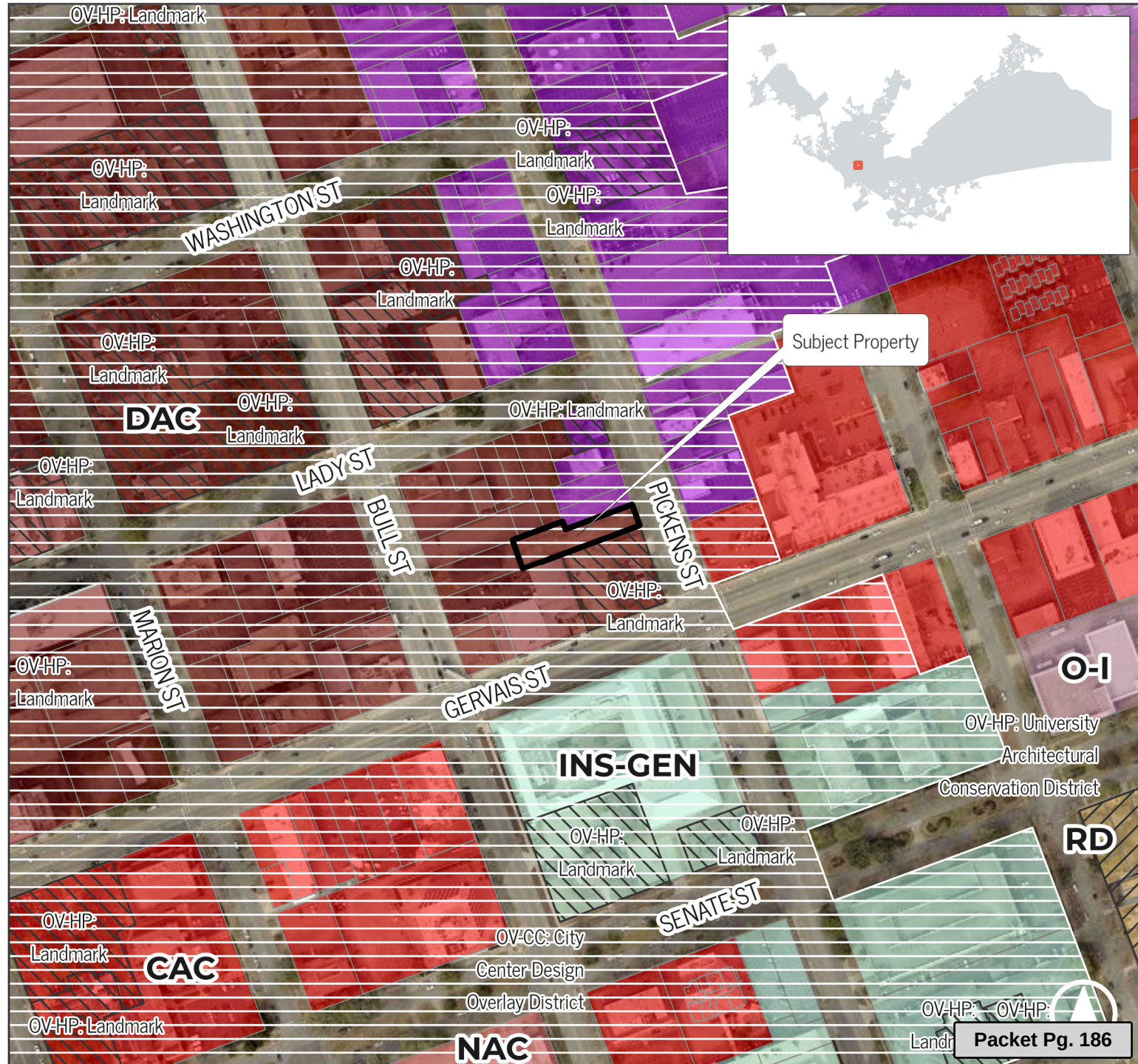
Current Zoning: Downtown Activity Center District (DAC)

Proposed Zoning: Mixed Use (MU-2)

14.a

## Legend

- DAC: Downtown Activity Center/Corridor
- CAC: Community Activity Center/Corridor
- NAC: Neighborhood Center/Corridor
- O-I: Office and Institutional District
- MU-2: Mixed-Use
- MU-1: Mixed-Use
- RD: Residential Two-Family District
- INS-GEN: Institutional - General District
- Design Overlay Districts
- OV-HP: Individual Landmark
- OV-HP: Historic Preservation Overlay Districts
- Parcels
- City Limits



0 200 400 Feet

## Planning & Development Services Department

Created by: swhudson Date: 10/24/2023



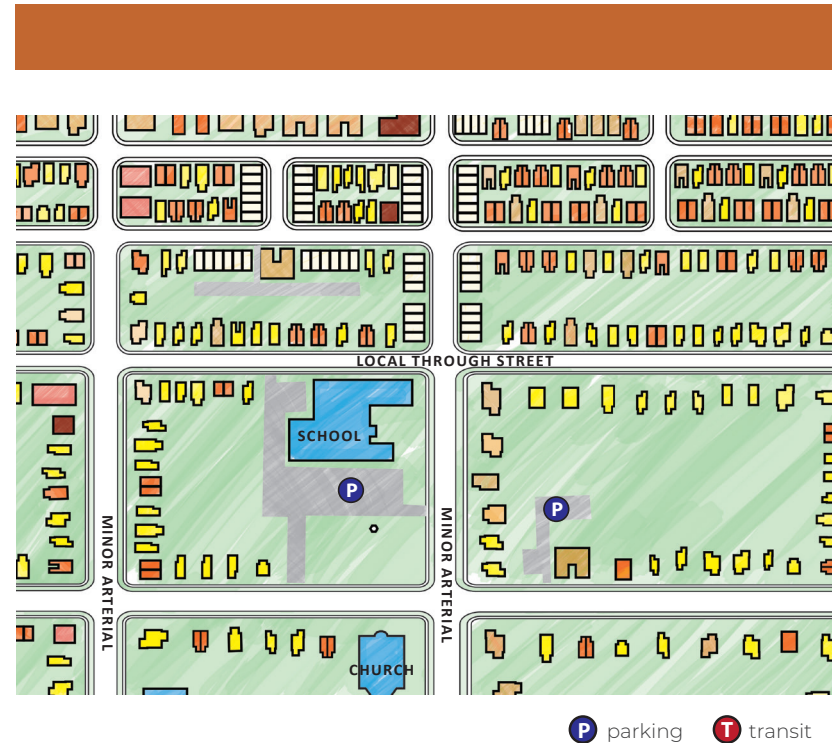
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# Existing Future Land Use Classification

## Development Types

### URBAN CORE MIXED RESIDENTIAL TYPE 2 (UCMR-2)

Urban Core Mixed Residential Type 2 neighborhoods are appropriate in the central city, inner ring areas, and a couple of blocks off of major corridors throughout Columbia. This development type may represent existing and historic neighborhoods, and is a development form appropriate for medium to large scale redevelopment or infill sites. Traditional and contemporary architectural styles have a place in Urban Core Mixed Residential Type 2 neighborhoods, but scale is always important. Urban Core Mixed Residential Type 2 neighborhoods have smaller-scale residential buildings, with single-family homes being a dominant use. Urban Core Mixed Residential Type 2 will usually transition from Urban Core Mixed Residential Type 1 to Urban Core Residential as development moves further from main arterials and activity centers.



### UCMR-2 BUILDING TYPES/LAND USES

#### PRIMARY TYPES

- Single-family Detached
- Single-family Attached
- Two-family
- Three-family

#### SECONDARY TYPES

- Multi-family Small

#### TERTIARY TYPES

- Civic/Institutional Small
- Business/Employment Small (excl. Flex)

*See matrix for appropriate park/open space types.*



## Development Types

### UCMR-2 DEVELOPMENT PATTERN/CONTEXT

- Streets and rights-of-way are wide and typically straight with wide sidewalks and tree lawns found on both sides of the street (preferred). An interconnected network of streets and small blocks, typically in a rectilinear or grid pattern, form walkable, pedestrian-oriented neighborhoods with sidewalks and on-street parking.
- Blocks are square or rectangular and are commonly smaller than the blocks in the urban core. Alleyways are not common but can be used in redevelopment or infill.
- The subdivision of lots is regular within a block with small, equally sized parcels, typically meeting mid-block. Multiple smaller lots are consolidated to accommodate larger buildings. Deeper lots are typically found along major roads.
- Buildings are set back from the street by small to medium front yards with front doors or entrances located on the main facade. Front yard setbacks are typically consistent along a block. Exceptions are for larger buildings like schools that occupy the majority of the block.
- Individual lots may have only one narrow side yard and have a zero lot line setback from the front or side property lines.
- Building types may be mixed on a block but setbacks are typically consistent and the scale of adjacent buildings is similar.
- Many lots have dedicated driveways and/or parking areas, such as surface parking, driveways, or detached garages, located in the interior of the block. On-street parking is also common.



- Open spaces in the form of neighborhood parks, linear parks, and greens are important open space elements in a more densely developed neighborhood.
- Architectural detailing is human scale, shares many characteristics and proportions with single-family architecture, including frequent windows, front entrances, porches, stoops, and/or balconies. The majority of buildings are two to three stories.



# Existing Zoning District



## DAC: Downtown Activity Center District

### Purpose

The purpose of the Downtown Activity Center (DAC) District is to provide lands that support Downtown Columbia as a unique regional center of culture and commerce. Principal types of development include high-density residential, civic, government, commercial, employment, and mixed-uses in a pedestrian-oriented context. The district is intended to facilitate the creation of a convenient, attractive and harmonious context of buildings and streets, pedestrian ways, parks, and open spaces. \*No minimum parking.

### Intensity and Dimensional Standards

| Standard                            |      | All Uses |
|-------------------------------------|------|----------|
| Lot Area, min. (sf.)                |      | N/A      |
| Lot Width, min. (ft.)               |      | N/A      |
| Lot Coverage, max. (% of site area) |      | N/A      |
| Density, max. (du/acre)             |      | N/A      |
| Front Yard Setback, (ft.)           | Min. | N/A      |
|                                     | Max. | [1]      |
| Side Yard Setback, min. (ft.)       |      | N/A      |
| Rear Yard Setback, min. (ft.)       |      | N/A      |
| Building Height, max. (ft.)         |      | N/A      |

Notes: ft. = feet sf. = square feet du. = dwelling unit

[1] The maximum front yard setback is the average front yard setback for buildings on the same block face and on the adjacent block faces fronting the same street. If the average front yard setback cannot be established, the maximum front yard setback is ten feet.

### Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. <sup>1</sup> Conditional Use <sup>2</sup> Special Exception

| PRINCIPAL USES PERMITTED                                 |                                                  |                                    |
|----------------------------------------------------------|--------------------------------------------------|------------------------------------|
| Dwelling, live-work <sup>1</sup>                         | Residential care facility <sup>2</sup>           | Membership organization facility   |
| Dwelling, mixed-use                                      | Rooming house or boardinghouse <sup>2</sup>      | Place of worship <sup>1</sup>      |
| Dwelling, multifamily                                    | Broadcasting studio                              | Public safety facility             |
| Dwelling, townhouse                                      | Newspaper or periodical publishing establishment | Social services facility           |
| Continuing care retirement community (CCRC) <sup>1</sup> | Community recreation center                      | College or university              |
| Dormitory, private <sup>1,2</sup>                        | Cultural facility                                | Elementary, middle, or high school |
| Dormitory, public                                        | Day care facility <sup>1</sup>                   | School, business or trade          |
| Fraternity or sorority house <sup>2</sup>                | Government office                                | Hospital                           |
|                                                          | Library                                          | Laboratory, medical or dental      |
|                                                          |                                                  | Medical or dental clinic/office    |

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

**DAC: DOWNTOWN ACTIVITY CENTER**

|                                                        |                                                         |
|--------------------------------------------------------|---------------------------------------------------------|
| Nursing care facility                                  | Non-depository personal credit institution <sup>1</sup> |
| Arboretum or botanical garden                          | Repair of personal goods                                |
| Cemetery                                               | Arena, stadium, or outdoor theater                      |
| Park or greenway <sup>1</sup>                          | Banquet hall                                            |
| Park and ride                                          | Performing arts center                                  |
| Parking lot <sup>1</sup>                               | Recreation facility, indoor, not elsewhere listed       |
| Parking structure <sup>1</sup>                         | Recreation facility, outdoor, not elsewhere listed      |
| Passenger terminal, surface transportation             | Consumer goods store <sup>1</sup>                       |
| Railroad facility                                      | Convenience store <sup>2</sup>                          |
| Utility facility, major <sup>2</sup>                   | Farmers' market <sup>1</sup>                            |
| Utility facility, minor                                | Grocery store or food market                            |
| Kennel <sup>1</sup>                                    | Liquor store <sup>2</sup>                               |
| Veterinary hospital or clinic <sup>1</sup>             | Pawn shop <sup>2</sup>                                  |
| Laboratory, testing or research                        | Gasoline sales and service station <sup>1</sup>         |
| Self-service storage <sup>1</sup>                      | Personal vehicle repair and maintenance <sup>2</sup>    |
| Eating establishment only <sup>1</sup>                 | Personal vehicle sales and rentals <sup>1</sup>         |
| Eating and drinking establishment, Type 1 <sup>1</sup> | Vehicle equipment supplies sales and rentals            |
| Eating and drinking establishment, Type 2 <sup>2</sup> | Bed and breakfast <sup>1</sup>                          |
| Funeral home or mortuary                               | Hotel or motel                                          |
| Business/Professional office                           | Community garden <sup>1</sup>                           |
| Contractor's office                                    | Crop production and processing                          |
| Bank, retail                                           | Manufacturing, assembly, or fabrication, light          |
| Beauty salon or barbershop                             |                                                         |
| Dry cleaning pick-up <sup>1</sup>                      |                                                         |
| Laundry, coin-operated                                 |                                                         |
| Nail salon                                             |                                                         |

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

# Proposed Zoning District



## MU-2: Mixed-Use District

### Purpose

The purpose of the Mixed-Use (MU-2) District is to provide lands that accommodate medium-density, walkable mixed-use development in a gridded street pattern.

Allowed uses include single-family, two-family, townhouse, and multi-family development, as well as a moderate range of neighborhood-serving mixed-use, retail, office, and personal services development.

\*No minimum parking.

### Intensity and Dimensional Standards

| Standard                            |      | Townhouse         | Single-Family and Two-Family | Multi-Family and Mixed Use | All Other Uses |
|-------------------------------------|------|-------------------|------------------------------|----------------------------|----------------|
| Lot Area, min. (sf.)                |      | 8,000[1]/1,500[2] | 5,000                        | 10,000                     | 5,000          |
| Lot Width, min. (ft.)               |      | 75[1]/18[2]       | 50                           | 75                         | 50             |
| Lot Depth, min. (ft.)               |      | 50                |                              |                            | N/A            |
| Lot Coverage, max. (% of site area) |      | N/A               |                              |                            |                |
| Density, max. (du/acre)             |      | N/A               |                              |                            |                |
| Front Yard Setback (ft.)            | Min. | 0                 |                              |                            |                |
|                                     | Max. | 15                |                              |                            | N/A            |
| Side Yard Setback, min. (ft.)       |      | [3]               | 5                            |                            |                |
| Rear Yard Setback, min. (ft.)       |      | 10                |                              |                            |                |
| Building Height, max. (ft.)         |      | 60                |                              |                            |                |

Notes: ft. = feet sf. = square feet du. = dwelling unit

[1] Applies to the development lot as a whole rather than individual lots under individual units.

[2] Applies to individual lots under individual units.

[3] A minimum of five feet required between end units and side yard and ten feet between end units and any secondary front yard.

### Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. <sup>1</sup> Conditional Use <sup>2</sup> Special Exception

#### PRINCIPAL USES PERMITTED

|                                  |                                                          |                                                 |
|----------------------------------|----------------------------------------------------------|-------------------------------------------------|
| Cottage neighborhood development | Continuing care retirement community (CCRC) <sup>2</sup> | Library                                         |
| Dwelling, live-work <sup>1</sup> | Fraternity or sorority house <sup>2</sup>                | Place of worship <sup>1</sup>                   |
| Dwelling, mixed-use              | Residential care facility <sup>2</sup>                   | Public safety facility                          |
| Dwelling, multifamily            | Rooming house or boardinghouse <sup>2</sup>              | Social services facility                        |
| Dwelling, single-family detached | Community recreation center                              | Elementary, middle, or high school <sup>2</sup> |
| Dwelling, townhouse              | Cultural facility                                        | School, business or trade <sup>2</sup>          |
| Dwelling, two-family             | Day care facility <sup>1</sup>                           | Laboratory, medical or dental                   |
|                                  | Government office                                        | Medical or dental clinic/office                 |

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.



**MU-2: MIXED-USE DISTRICT**

|                                                                   |                                                   |
|-------------------------------------------------------------------|---------------------------------------------------|
| Nursing care facility <sup>2</sup>                                | Consumer goods store                              |
| Arboretum or botanical garden <sup>2</sup>                        | Farmers' market                                   |
| Cemetery <sup>2</sup>                                             | Grocery store or food market                      |
| Park or greenway <sup>1</sup>                                     | Bed and breakfast <sup>1</sup>                    |
| Park and ride                                                     | Community garden <sup>1</sup>                     |
| Parking lot <sup>1</sup>                                          | Crop production and processing                    |
| Parking structure <sup>2</sup>                                    | Manufacturing, assembly, or<br>fabrication, light |
| Utility facility, major <sup>2</sup>                              |                                                   |
| Utility facility, minor                                           |                                                   |
| Veterinary hospital or clinic <sup>1</sup>                        |                                                   |
| Eating establishment only <sup>1</sup>                            |                                                   |
| Eating and drinking establishment,<br>Type 1 <sup>1</sup>         |                                                   |
| Eating and drinking establishment,<br>Type 2 <sup>2</sup>         |                                                   |
| Funeral home or mortuary                                          |                                                   |
| Business/Professional office                                      |                                                   |
| Bank, retail                                                      |                                                   |
| Beauty salon or barbershop                                        |                                                   |
| Body piercing or tattoo<br>establishment <sup>1</sup>             |                                                   |
| Dry cleaning pick-up <sup>1</sup>                                 |                                                   |
| Laundry, coin-operated                                            |                                                   |
| Nail salon                                                        |                                                   |
| Repair of personal goods                                          |                                                   |
| Car wash                                                          |                                                   |
| Recreation facility, indoor, not<br>elsewhere listed <sup>1</sup> |                                                   |
| Recreation facility outdoor, not<br>elsewhere listed              |                                                   |

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

**ORDINANCE NO.: 2023-134**

*Amending the Official Zoning Map to modify the zoning for 1213 Pickens Street, Richland County TMS# 11401-05-09*

WHEREAS, an application has been made to amend the Official Zoning Map of the City of Columbia, S.C. to modify the zoning for 1213 Pickens Street, Richland County TMS# 11401-05-09; 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 \_\_\_\_\_, 2023, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 1213 Pickens Street, Richland County TMS# 11401-05-09 and as shown in Attachment A, is hereby rezoned from Downtown Activity Center District (DAC) in the City Center Design Overlay District (OV-CC) to Mixed Use District (MU-2) in the City Center Design Overlay District (OV-CC). The Official Zoning Map of the City of Columbia, S.C. is hereby amended to conform to this change.

Requested by:

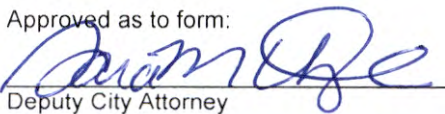
Assistant City Manager Gentry \_\_\_\_\_

Mayor \_\_\_\_\_

Approved by:

\_\_\_\_\_  
City Manager

Approved as to form:

  
Deputy City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

# Future Land Use

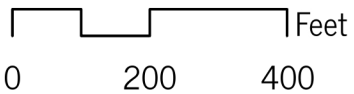
1213 Pickens Street, TMS# 11401-05-09

Future Land Use: Urban Core Community Activity Center (UCAC-2)

14.c

## Legend

-  UCMR-1 - Urban Core Mixed Residential - 1
-  UCMR-2 - Urban Core Mixed Residential - 2
-  UCMR-3 - Urban Core Mixed Residential - 3
-  UEMR - Urban Edge Mixed Residential
-  UCMF - Urban Core Multi-family
-  UEMF - Urban Edge Multi-family
-  UCR-1 - Urban Core Residential Small Lot
-  UCR-2 - Urban Core Residential Large Lot
-  UER-1 - Urban Edge Residential Small Lot
-  UER-2 - Urban Edge Residential Large Lot
-  UCAC-1 - Urban Core Neighborhood Activity Center
-  UCAC-2 - Urban Core Community Activity Center
-  UCAC-3 - Urban Core Regional Activity Center
-  UEAC-1 - Urban Edge Community Activity Center
-  UEAC-2 - Urban Edge Regional Activity Center
-  AC-1 - Neighborhood Activity Corridor
-  AC-2 - Community Activity Corridor
-  AC-3 - Regional Activity Corridor
-  EC - Employment Campus
-  IND - Industrial
-  TU - Transportation & Utilities
-  S/A - Sports/Amusement
-  C/I - Civic/Institutional
-  CBA - Central Business Area
-  ZOO - Riverbanks Zoo & Garden
-  U/C - Universities/Colleges
-  FJ - Fort Jackson
-  T/S - Transitional/Sensitive Lands
-  Parcels
-  City Limits

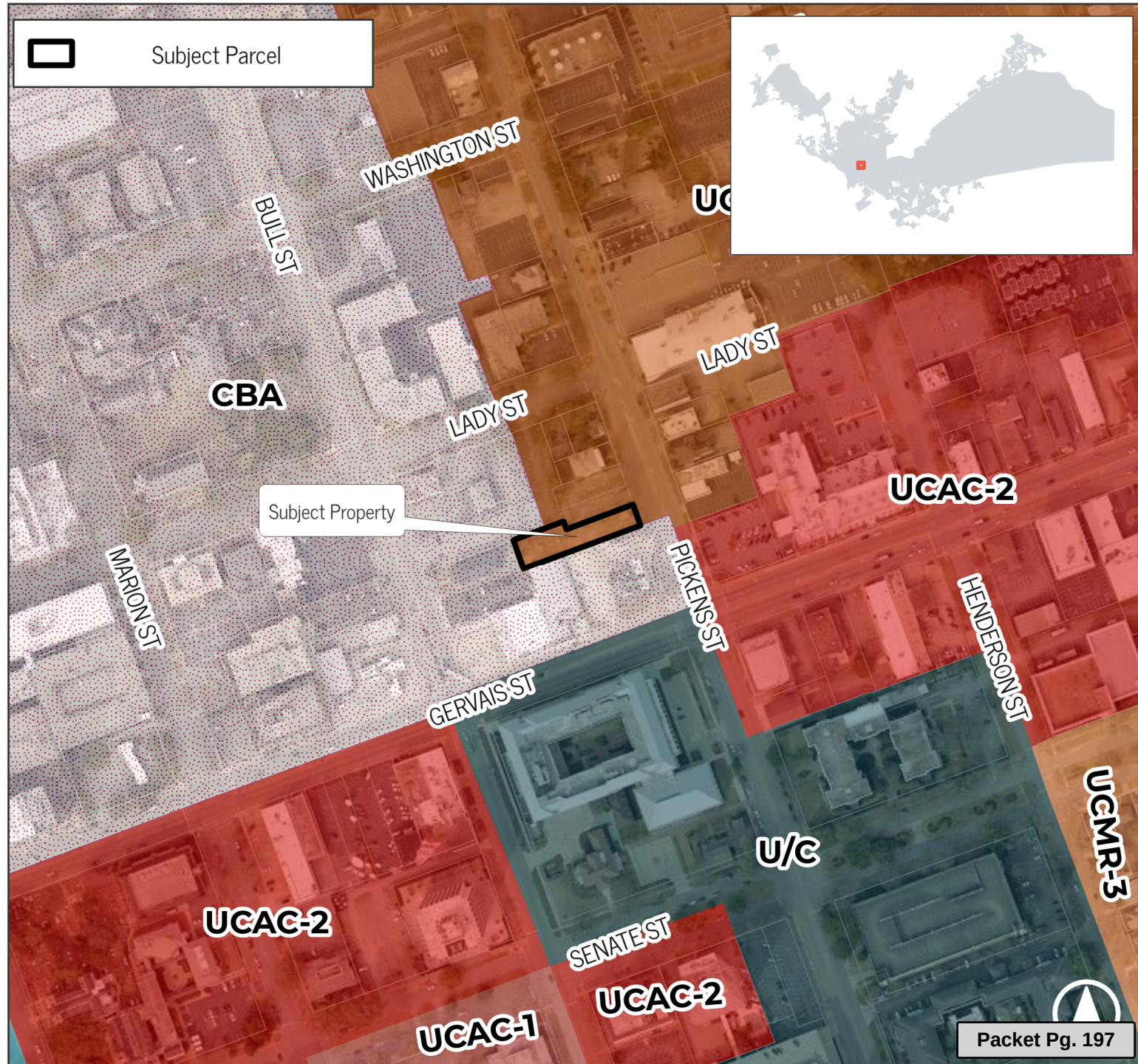


## Planning & Development Services Department

Created by: sw Hudson Date: 10/24/2023



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# Zoning

1213 Pickens Street, TMS# 11401-05-09

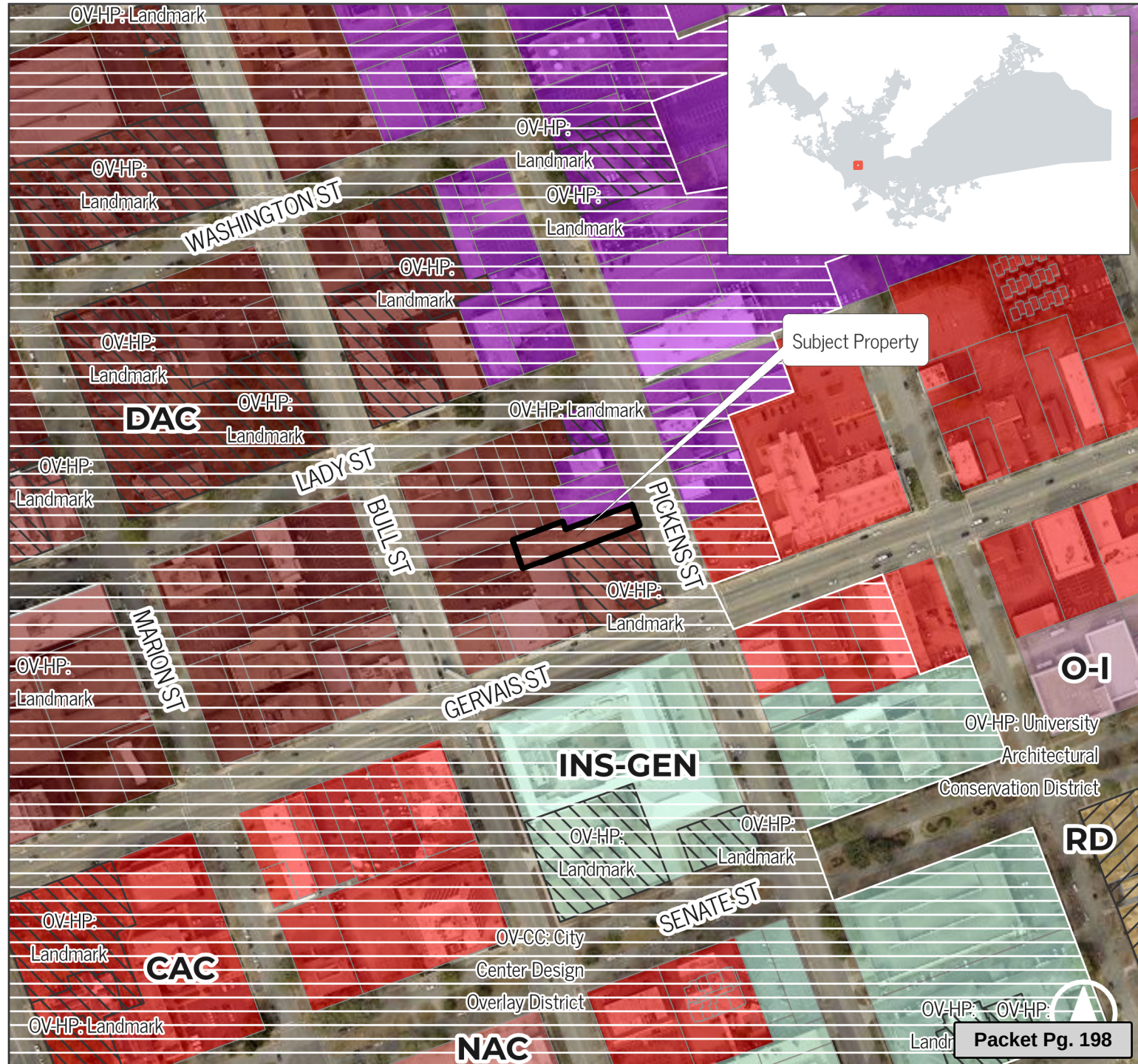
Current Zoning: Downtown Activity Center District (DAC)

Proposed Zoning: Mixed Use (MU-2)

14.d

## Legend

- DAC: Downtown Activity Center/Corridor
- CAC: Community Activity Center/Corridor
- NAC: Neighborhood Center/Corridor
- O-I: Office and Institutional District
- MU-2: Mixed-Use
- MU-1: Mixed-Use
- RD: Residential Two-Family District
- INS-GEN: Institutional - General District
- Design Overlay Districts
- OV-HP: Individual Landmark
- OV-HP: Historic Preservation Overlay Districts
- Parcels
- City Limits



0 200 400 Feet

## Planning & Development Services Department

Created by: swhudson Date: 10/24/2023



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We Are Columbia

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**MEETING DATE:** January 9, 2024

**DEPARTMENT:** Legal Department

**FROM:** *Teresa Knox, City Attorney*

**SUBJECT:** Ordinance No.: 2024-001 - Authorizing the City Manager to execute a Lease Agreement between the City of Columbia and One Columbia for Arts and Culture for 932 square feet of office space located at Taylor Street Garage, 1600 Assembly Street

**FUNDING SOURCE & ORIGINAL BUDGET:**

**FOCUS AREAS:** Planning Together

**ATTACHMENTS:**

- **#a:** 2024-001 - Lease between City and One Columbia for Arts and Culture (PDF)
- **#b:** One Columbia for Arts and Culture Lease Agreement (PDF)



**ORDINANCE NO.: 2024-001**

*Authorizing the City Manager to execute a Lease Agreement between the City of Columbia and One Columbia for Arts and Culture for 932 square feet of office space located at Taylor Street Garage, 1600 Assembly Street*

BE IT ORDAINED by the Mayor and City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2024, that the City Manager is hereby authorized to execute the Lease Agreement between the City of Columbia and One Columbia for Arts and Culture for 932 square feet of office space located at Taylor Street Garage, 1600 Assembly Street, or in a form to be approved by the City Attorney, between the City of Columbia and One Columbia for Arts and Culture, 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            )

## LEASE AGREEMENT

This Lease Agreement made this \_\_\_\_\_ day of January, 2024, by and between City of Columbia (“Landlord”) and One Columbia for Arts and Culture (“Tenant”).

In consideration of the mutual covenants and agreements herein contained, and of other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, Landlord hereby demises and rents to Tenant and Tenant hereby leases from Landlord 932 square feet of office space located at Taylor Street Garage, 1600 Assembly Street, Columbia, SC 29201, described below upon the terms, covenants and conditions hereinafter contained.

1.    **Leased Premises.** The leased premises known as 932 square feet of office space located at Taylor Street Garage, 1600 Assembly Street, Columbia, SC 29201, in the City of Columbia, County of Richland, State of South Carolina (hereinafter referred to as “Premises”).
2.    **Term.** The term of this Lease shall be five (5) years beginning on the date that possession of the office space is provided to the Tenant.
3.    **Renewal Option.** This lease is renewable upon written consent and agreement by both parties.
4.    **Rental Amount.** The office space shall be leased at no charge to the tenant.
5.    **Materials and Supplies.** Tenant shall provide for their own office material and supplies.
6.    **Furniture and equipment:** Office furniture is the property of the landlord (i.e, desk, bookshelf, chairs, phone and printer) and must remain in good condition throughout term of lease. Any items/equipment that the City leaves in the facility is the property of the City. One Columbia can provide an itemized list of all items they wish to remain at the facility and the City can remove any item that is not necessary for the function of the facility.

Tenant, at its sole cost and expense, shall comply with and shall cause the premises to comply with all federal, state and local statutes, laws, regulations and ordinances and shall be

responsible for obtaining all required permits and certificates necessary to conduct its business in the premises.

Tenant covenants and agrees to perform all obligations on its part to be performed hereunder including, without limitation, the obligation, to conduct its business on the premises in a dignified manner and to maintain the premises in a clean and orderly condition. Failure of Tenant to perform its obligations as aforesaid shall give Landlord the right to terminate Lease Agreement if Tenant shall not have commenced compliance with the written notice of Landlord within twenty-four (24) hours after receipt thereof and, upon such termination of Lease, Landlord may reenter the premises and shall have no further obligations hereunder.

In the event of an uncured breach of any of the covenants or provisions hereof, Tenant shall have, in addition to the remedies above, the right to invoke any remedy available at law or in equity.

7. **Termination.** Notwithstanding any other provision in this lease, either party may terminate this lease upon thirty (30) days written notice to the other party. Upon such termination, neither party shall have any further obligation to the other party and this lease shall be null and void.

Landlord: City Manager  
City of Columbia  
P.O. Box 147  
Columbia, SC 29217

Tenant: One Columbia for Arts and Culture  
1013 Duke Avenue  
Columbia, SC 29203

Either party may designate a different address for receipt of notices by written notification to the other party. Any notice under this lease shall be deemed to have been given at the time it is placed in the mail with sufficient postage prepaid.

8. **Entire Agreement.** The parties further agree that this written lease expresses the entire agreement between the parties and may not be changed orally, but only by an instrument in writing signed by the party against whom enforcement of such change is sought. All prior negotiations and representations of the parties are merged herein and are void and unenforceable unless contained in this agreement.

9. **Captions.** The captions contained herein are for convenience and reference only and shall not be deemed as part of this lease or construed in any manner to limit or amplify the terms and provisions of this lease to which they relate.

10. **Utilities.** One Columbia agrees to arrange for and pay all services for any and all utilities required by the tenant for their specific use of the Premises. In no event shall the landlord be liable for any interruption or failure in the supply of any utility or services.

11. **Maintenance and Repair by Landlord.** The landlord shall be responsible for the costs of maintenance and repair of the following components of the Premises.

- a) Structure of the Premises
- b) HVAC replacement and maintenance
- c) Exterior lighting
- d) The Landlord will provide the Tennant with four keys to the facility that are restricted and cannot be duplicated without consent of the Landlord.

12. **Maintenance, Repair, and Services by Tennant.** The tenant shall be responsible for the costs of maintenance and repair of the following components of the Premises.

- a) The tenant shall be responsible for the maintenance and repair of all remaining components of the Premises.
- b) The tenant shall be responsible for all specialty services needed. Including, but not limited to janitorial services, pest control, solid waste removal, and parking.
- c) The City of Columbia is not aware of any mold or asbestos at this facility. Should any demolition be required this must be approved prior to construction and all material must be tested to confirm there is no asbestos or mold present.
- d) There are no parking spaces allotted with this leased space. Tennant would need to make any parking arrangements as required.

13. **Liability Insurance.** During the full term of this Agreement or any renewal or extension thereof, One Columbia shall, at its sole expense, procure and maintain in full force Public Liability Insurance (Comprehensive General Liability or Commercial General Liability) including Contractual Liability Insurance, with a combined personal injury and property damage limit of not less than One Million Dollars (\$1,000,000.00) for each occurrence and not less than Two Million Dollars (\$2,000,000.00) in the aggregate, insuring against all liability of the tenant and its representatives arising out of and in connection with the tenant's use or occupancy of the Premises. Said insurance policy shall name the City of Columbia as an additional insured, and the policy shall provide that it not be canceled for any reason unless and until the landlord is given thirty (30) days' notice in writing by the insurance company of the pending cancellation. Tenant's insurance company shall provide the landlord with a certificate of insurance indicating the terms and condition of the policy.

14. **Tenant's Licenses, Personal Property Taxes and Insurance.** Tenant shall be responsible for the payment of its business license fees and costs, and any and all taxes and assessments on its personal property, which it locates within the Premises, including, but not limited to furniture, fixtures, equipment, and merchandise. Tenant shall carry, at its own expense, insurance to cover all of its personal property, including, but not limited to, trade fixtures, and equipment, and merchandise and art exhibits located on or within the Premises. All of the tenant's personal property on or within the Premises shall be and remain at the tenant's sole risk, and the landlord shall not be liable whatsoever for and damages, loss, or casualty of such property, unless caused by the willful acts or misconduct of the landlord.

15. **Right of Entry.** The landlord and its agents may, after giving tenant's manager prior notice and provided they are, at tenant's option, accompanied by a representative of the tenant, enter the Premises at any reasonable time for the purpose of inspecting the leased office space, performing its obligations under this Agreement, performing any work which the landlord elects to undertake for the safety and preservation, benefit or welfare of the Premises or its occupants, for performing any work which the landlord elects to undertake made necessary by reason of the tenant not fulfilling this Agreement.

Except for negligence on the part of the landlord, the tenant shall not be liable for inconvenience, annoyance, disturbance, loss of business or other damage of the tenant by reason of making such inspections, visits, repairs or the performance of any such work, so long as such actions on the landlord's part are not unreasonable.

16. **Assignment.** Neither party shall have the right to assign its rights or obligations under this Agreement.

17. **Liability, Indemnity and Hold Harmless.** Except in the case of injury or damage due to negligent actions, omissions, or willful misconduct of, or breach of any representation, warranty, or obligation hereunder by the landlord, its agents, employees, or invitees, the tenant shall indemnify the landlord and the landlord's agents and hold them harmless from and against any and all claims, actions, damages, liability and expense, including reasonable court costs and attorney's fees, in connection with loss of life, personal injury and/or damage to the tenant's property arising from or out of the occupancy or use by the tenant of the Premises or occasioned wholly or in part by any act or omission of the tenant, its agents, contractors, visitors, customers, vendors, invitees, or employees.

18. **Quiet Possession.** It is understood and agreed that subject to the terms of this Agreement, and to all covenants, additions, easements, and liens of record, the tenant, performing and observing the covenants hereof, may peacefully use and enjoy the Premises throughout the duration of the Agreement without any interruption by the landlord, its successors or assigns.

19. **Authorization.** Each individual executing this Agreement on behalf of a corporation or partnership represents and warrants that he or she has been authorized to do so by such entity.

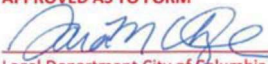


IN WITNESS WHEREOF, the parties have hereunto set their hands and seals:

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

**LANDLORD:** City Manager  
City of Columbia  
P.O. Box 147  
Colombia, S.C. 29217

APPROVED AS TO FORM  
  
Legal Department City of Columbia, SC  
12/20/2023

By: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

**TENANT:** One Columbia for Arts and Culture  
1013 Duke Avenue  
Columbia, SC 29203

By: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_



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We Are Columbia

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**MEETING DATE:** January 9, 2024

**DEPARTMENT:** Legal Department

**FROM:** *Teresa Knox, City Attorney*

**SUBJECT:** Resolution No.: R-2023-095 - Authorizing consumption of beer and wine beverages only at the Columbia Mardi Gras Festival at City Roots Urban Farm in the 1000 block of Airport Boulevard between Jim Hamilton Boulevard and the north side of the entrance into Hunter Gatherer on Saturday, February 10, 2024

**FUNDING SOURCE & ORIGINAL BUDGET:**

**FOCUS AREAS:** Planning Together

**ATTACHMENTS:**

- **#a:** R-2023-095 - Mardi Gras at City Roots (Feb 10) (PDF)
- **#b:** 2024 Columbia Mardi Gras Festival - Street Closure Packet (PDF)

**RESOLUTION NO.: R-2023-095**

*Authorizing consumption of beer and wine beverages only at the Columbia Mardi Gras Festival at City Roots Urban Farm in the 1000 block of Airport Boulevard between Jim Hamilton Boulevard and the north side of the entrance into Hunter Gatherer on Saturday, February 10, 2024*

WHEREAS, Benevolent Krew de Columbi-ya-ya ("Sponsor") is sponsoring the Columbia Mardi Gras Festival at City Roots Urban Farm and in a portion of the 1000 block of Airport Boulevard between Jim Hamilton Boulevard and the north side of the entrance into Hunter Gatherer from 10:00 a.m. until 7:00 p.m. on Saturday, February 10, 2024; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use of a portion of the 1000 block of Airport Boulevard between Jim Hamilton Boulevard and the north side of the entrance into Hunter Gatherer from 8:00 a.m. until 8:00 p.m. for set up, clean up, and staging of the event to be held from 10:00 a.m. until 7:00 p.m.; for patrons to consume beer and wine beverages only during the event hours of 10:00 a.m. until 6:30 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 not be prohibited at City Roots Urban Farm in the 1000 block of Airport Boulevard between Jim Hamilton Boulevard and the north side of the entrance into Hunter Gatherer 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, on Saturday, February 10, 2024, from 10:00 a.m. until 7:00 p.m. See Resolution No. 2021-099 (Sept. 7, 2021).
2. Organizer shall establish a boundary line around the event space at City Roots Urban Farm in the 1000 block of Airport Boulevard between Jim Hamilton Boulevard and the north side of the entrance into Hunter Gatherer 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, 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 require that its agents, employees, vendors, contractors, and event attendees adhere to all COVID-19 safety protocols in effect at the time of the event, to include, but not be limited to, wearing of face masks, social distancing, and frequent washing of hands.
8. To the extent the event occurs during a time in which the City has in effect any emergency ordinance or ordinance requiring face coverings or adherence to social distancing requirements, Organizer shall require that its agents, employees, vendors, contractors, and event attendees comply with the requirements of such ordinance(s).
9. The City strongly encourages Organizer to require that its agents, employees, vendors, contractors, and event attendees provide proof that they have been fully vaccinated against the SARS-CoV-2 virus prior to being granted permission to enter the event.
10. Organizer shall 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 attendees during the event. Organizer shall provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof, who attend 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 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 event's restroom facilities without maintaining a distance of at least six (6) feet from other people.

11. 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.

12. Organizer shall coordinate with food vendors to offer touchless payment options, if possible and available, or provide a tray for the exchange of payment to avoid hand-to-hand contact. Frequently touched surfaces should be cleaned after each customer and customers are encouraged to use their own pens.

13. 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 11:00 a.m. until 7:00 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 \_\_\_\_\_, 2024, that the sale of beer and wine beverages only is authorized between the hours of 10:00 a.m. and 6:30 p.m. on Saturday, February 20, 2024; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the cleanup of all trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area and within the designated area of impact as shown on the attached drawing, any costs incurred by the City in removing loose trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, is prohibited. Canines are allowed, provided that current leash laws are observed as are set out in the 1998 Code of Ordinances of the City of Columbia, as amended. Coolers glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time that the closed portion of the 1000 block of Airport Boulevard between Jim Hamilton Boulevard and the north side of the entrance into Hunter Gatherer, 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

Last revised: 11/30/2024  
23019Z76

LEGAL DEPARTMENT DRAFT

Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, the closed portion of the 1000 block of Airport Boulevard between Jim Hamilton Boulevard and the north side of the entrance into Hunter Gatherer, 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 Saturday, February 10, 2024, the City Manager is authorized to approve the rescheduling of the canceled event for another date within one (1) week from the date of the originally scheduled event upon receiving twenty-four (24) hours written notice requesting the rescheduling of the event. The hours of operation for the event, service of beer and wine only at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

BE IT FURTHER RESOLVED that should the organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

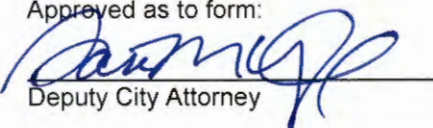
Assistant City Manager Shealy

\_\_\_\_\_  
Mayor

Approved by:

\_\_\_\_\_  
City Manager

Approved as to form:

  
Deputy City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk

Introduced:

Final Reading:



|                                            |             |                                                           |                                                  |
|--------------------------------------------|-------------|-----------------------------------------------------------|--------------------------------------------------|
| DATE OF REQUEST                            | 10/09/2023  | REQUESTOR'S NAME/CONTACT INFORMATION (E-MAIL/PHONE#/FAX#) | Paul Hinson<br>803-600-3520<br>803Paul@gmail.com |
| ESTIMATED NUMBER OF ATTENDEES ANTICIPATED: | 3,000-4,000 |                                                           |                                                  |

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser) **2024 Columbia Mardi Gras Festival**

DATE(S) OF EVENTS: (multiple day can be on one request) **Saturday, February 10, 2024**

RAIN CONTINGENCY DATE: (Rescheduling due to inclement weather is allowed once within one week from the date of the originally scheduled event upon 24-hours written notice to the City without a new request. The time of event operation shall remain the same.)

N/A - festival will be canceled

LOCATION OF EVENT

(i.e., Amphitheater area of Finlay Park; 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street)

**City Roots Farm, 1005 Airport Blvd., Columbia, SC 29205**

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)

**A portion of Airport Blvd. Specifically just south of Jim Hamilton Blvd. to just north of Hunter Gather's driveway in front of City Roots Farm. See attached Map.**

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

**8AM to 8PM**

HOURS OF EVENT

(i.e., 6:00 p.m. - 10:00 p.m.)\*

**10AM to 7PM**

HOURS OF SERVICE OF BEER/WINE/LIQUOR BEVERAGES

(Service should end one-half hour prior to end of event (i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)\*

**10AM to 6:30PM**

Do you intend to serve liquor in addition to beer and wine? Yes ☐ No ☒

**\*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\* 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.**

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 should be faxed to (803-737-4250), mailed to City Attorney's Office, ATTN: Special Event Request, POB 667, Columbia, SC 29202 or e-mailed to Jennifer.Hendrix@columbiasc.gov. 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.

**\*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. 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 and/or liquor 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 – Jennifer L. Hendrix; 803-737-4242; fax 803-737-4250; jennifer.hendrix@columbiasc.gov - resolution preparation  
Parking Services – Tori Salvant; (803) 545-0287; tori.salvant@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 Special Operations - Brenda Murphy; 803-545-3507; brenda.murphy@columbiasc.gov - street closing  
ast revised: 8/18/2022





**Both Sides of the Street**

**Legend**

-  City Roots Festival
-  Perimeter Clean-up Boundary
-  Roadway Closed



Document Path: \\GIS\GIS\_COC\_Planet\Departmental\Public\Roots Administration\11\Aerial\Map\Level Map\Printed\map\2012\11\_CityRoots Festival.mxd





Kaitlin Beck &lt;beckkaitlin@gmail.com&gt;

**Re: 2024 Mardi Gras Street Closure Request****KEVIN VARNER** <kgvarner@bellsouth.net>

To: Kaitlin Beck &lt;beckkaitlin@gmail.com&gt;

Cc: Paul Hinson &lt;803paul@gmail.com&gt;

Tue, Oct 3, 2023 at 10:50 AM

Yes, I consent to road closure as described below. Thanks Kevin

Sent from AT&amp;T Yahoo Mail for iPhone

On Tuesday, October 3, 2023, 9:36 AM, Kaitlin Beck &lt;beckkaitlin@gmail.com&gt; wrote:

Hello Kevin!

It is that time of the year for Columbia Mardi Gras Festival!

We are planning to host the Mardi Gras festival at city roots farm on Saturday, **February 10, 2024.**

We are hoping that we can once again receive your consent for closing down Airport Blvd. in front of City Roots. I attached a map with the red showing where the street would be closed. Just like 2022 and 2023, we would close it just north of your parking lot entrance so that people could still get to your brewery from Commerce Drive and your customers can park in your lot. We are going to request that the city close this portion of the street from the hours of 8AM -8PM on Saturday, February 18, 2023 from south of Jim Hamilton Blvd. to just north of Hunter Gatherer's driveway in front of City Roots Farm. Vehicles would still be able to travel south on Airport Blvd. and make a left turn onto Jim Hamilton Blvd.

Please let us know if you have any concerns with this road closure, **your consent to the closure is required by Columbia PD, so a reply email to this email stating your consent would suffice.**

We really enjoyed working with you on this in 2022 and 2023 and we hope to continue to partner with you on the festival moving forward!

Thanks,

Kaitlin  
740-703-5018



Kaitlin Beck <beckkaitlin@gmail.com>

**Re: 2024 Mardi Gras Festival - Road Closure Consent**

1 message

Kristian Niemi <kristianmn@gmail.com>

Tue, Oct 3, 2023 at 10:55 AM

To: Kaitlin Beck <beckkaitlin@gmail.com>

Cc: Paul Hinson <803paul@gmail.com>

We consent to the closure.

Kristian Niemi  
F2T Productions  
1005 Airport Blvd  
Columbia, SC 29205

> On Oct 3, 2023, at 9:58 AM, Kaitlin Beck <beckkaitlin@gmail.com> wrote:

✓

> Hello Kristian,

✓

> We are requesting that the city close Airport Blvd. from the hours of 8AM -8PM on Saturday, February 10, 2024 from south of Jim Hamilton Blvd. to just north of Hunter Gatherer's driveway in front of City Roots Farm for the 2023 Columbia Mardi Gras Festival at City Roots Farm. Vehicles would still be able to travel south on Airport Blvd. and make a left turn onto Jim Hamilton Blvd.

✓

> Please let us know if you have any concerns with this road closure, as a business owner on this street, your consent to the closure is required by Columbia PD, a response to this email will suffice.

 $\triangleright$ 

> Thank you!

>

> -Kaitlin

> 740-703-5018



Kaitlin Beck &lt;beckkaitlin@gmail.com&gt;

**RE: Request for Road Closure by Airport**

1 message

**PETER CEVALLOS** <CEVALLOS.PETER@richlandcountysc.gov>

Fri, Nov 17, 2023 at 11:14 AM

To: Kaitlin Beck <beckkaitlin@gmail.com>, Ryan Turiak <ryan@amscolumbia.com>  
Cc: Paul Hinson <803paul@gmail.com>, Peggy Roberson <cublady83@gmail.com>

Good Talking to you Kaitlin,

And thank you for educating me on your event. Yes, I understand the specifics, and the potential impact to the Airport. I also understand that you are working with the City of Columbia to receive the proper permission, which includes working with Columbia Police Dept. on traffic control.

Therefore, I give consent that you are requesting this street closure for your event on this day and have no objections. I have attached the revised flyer with the correct date; please review and confirm that I didn't miss anything else. If you have other questions, please don't hesitate to contact me.

Thank you for your invitation for your event, and I wish you all the success.

Peter Cevallos

Airport General Manager

Richland County Government

Department of Public Works

Jim Hamilton-L. B. Owens Airport

1400 Jim Hamilton Blvd.

Columbia, SC 29205

(803) 767-1789

CEVALLOS.PETER@richlandcountysc.gov

**From:** Kaitlin Beck <beckkaitlin@gmail.com>

**Sent:** Wednesday, November 15, 2023 3:28 PM

**To:** Ryan Turiak <ryan@amscolumbia.com>

**Cc:** PETER CEVALLOS <CEVALLOS.PETER@richlandcountysc.gov>; Paul Hinson <803paul@gmail.com>

**Subject:** Re: Request for Road Closure by Airport

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thank you Ryan,

**Peter, please see the below** - please note that Chris would generally respond to me with the consent and copy the appropriate people from the airport. He would also ask someone in the airport (last year it was Cassandra) to draft a flyer and he would include the draft from the previous year. I have attached the most recent draft of the flyer I have from 2022 for your convenience that he would generally have someone create.

Request to Close Street:

We will once again be requesting that the city close Airport Blvd. from the hours of 8AM -8PM on Saturday, February 10, 2024 from south of Jim Hamilton Blvd. to just north of Hunter Gatherer's driveway in front of City Roots Farm for the annual Columbia Mardi Gras Festival. Vehicles would still be able to travel south on Airport Blvd. and make a left turn onto Jim Hamilton Blvd. I placed a snippet of the map below and the red would be where we are requesting that the road be closed. We are in the process of requesting this from the city, but are gathering the consents from local business owners affected by the closure.

Please let us know if you have any concerns with this road closure, your consent to the closure is required by Columbia PD - a response to this email notifying us of your consent is all that is needed.

Thank you and please let me know if you have any questions.

Kaitlin Beck

740-703-5018



**CITY OF COLUMBIA**  
**APPLICATION FOR PARADE PERMIT**

Print

16.b

Name of Person Seeking Permit Paul Hinson Date 10/09/2023  
Address 1605 B. Avenue, West Columbia, SC 29169 Phone 803-600-3520  
Signature \_\_\_\_\_

Organization Asking for Permit Benevolent Krewe de Columbi-Ya-Ya  
Address 1605 B. Avenue, West Columbia, SC 29169 Phone 803-600-3520

Name of Parade Chairman \_\_\_\_\_  
Address 1605 B. Avenue, West Columbia, SC 29169 Phone 803-600-3520

Date of Proposed Parade February 10, 2023 <sup>2024</sup> Assembly Time 10:00AM  
Starting Time 11:00AM Termination Time 12:00PM

**Parade Route:**

Assembly Area: City Roots, 1005 Alrport Blvd., Columbia, SC 29205  
Starting Point: [SAME AS ABOVE]  
Route: Left on Holt Dr. - Right onto S. Woodrow - Right onto Rosewood Dr. -  
Right onto S. Holly St. - Right onto Alrport Blvd. (See attached Map)

Termination Point: Right onto S. Holly St. - Right onto Alrport Blvd.

Number Participating in Parade: Persons 75-100  
Animals (describe) Dogs on Leash  
Vehicles (describe) Cars, Tractors, Bikes, Floats

Purpose of Parade To Kick-Off the 2024 Columbia Mardi Gras Festival

**PARADE PERMIT**

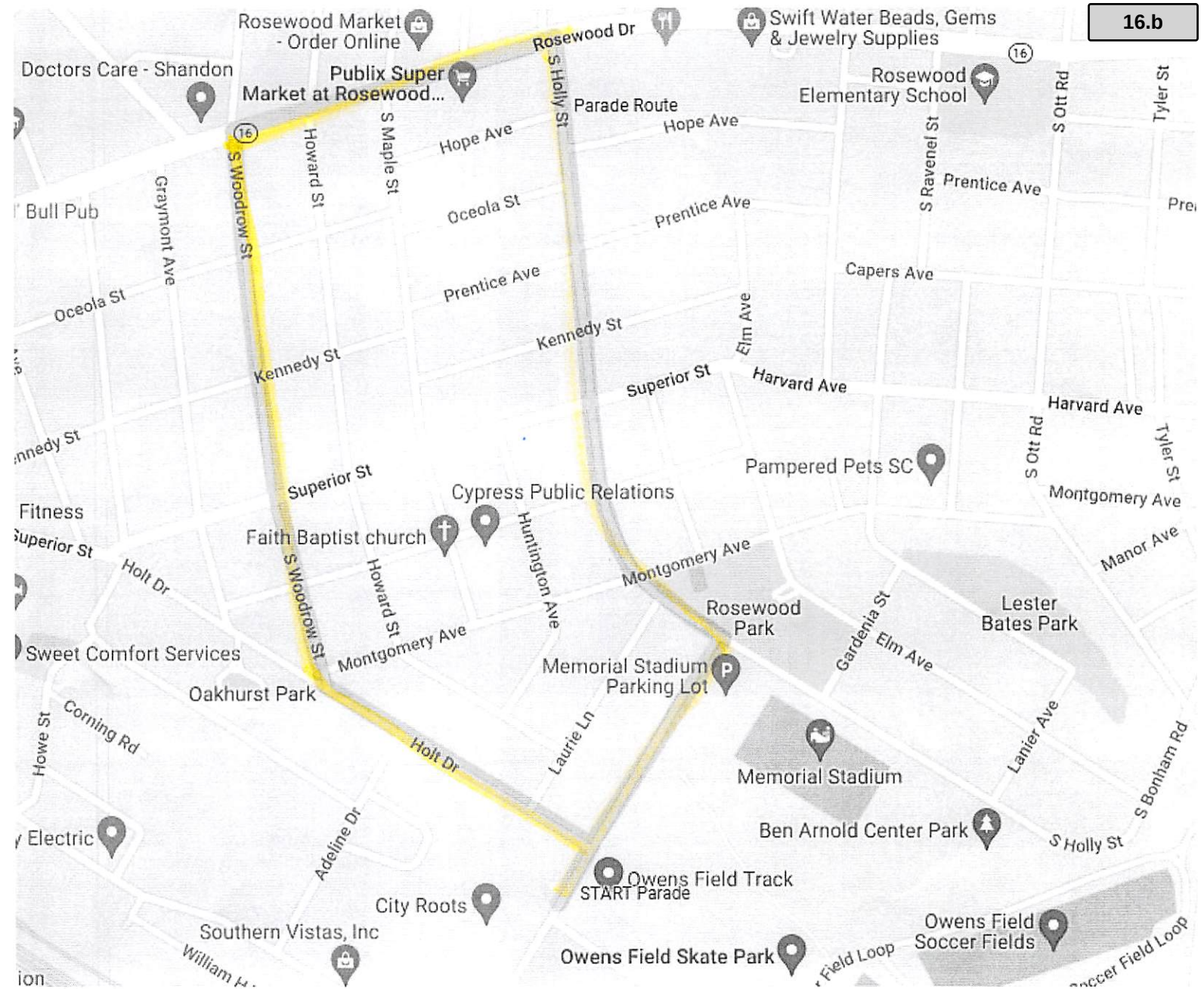
- ☐ [ ] Granted as applied for:  
☐ [ ] Granted as applied for with the following conditions (see attachment):  
☐ [ ] Denied - Reason: \_\_\_\_\_  
☐ [ ] Alternative Permit will be granted with the following conditions: \_\_\_\_\_

The Columbia Police Department prohibits all individuals from carrying a weapon/weapons during parades and marches which are held in the City limits of Columbia, South Carolina. This excludes period weapons which are to be used for a specific purpose, i.e., musket loaders, sabers and military weaponry.

Written notice of acceptance of alternative permit must be received within three (3) days.

Date \_\_\_\_\_

\_\_\_\_\_  
Office of the Chief  
Columbia, South Carolina







**CITY OF COLUMBIA POLICE DEPARTMENT**  
**1 JUSTICE SQUARE**  
**COLUMBIA, SOUTH CAROLINA 29201**  
**(803) 545-3500**  
**SPECIAL DUTY REQUEST FORM**



I, Benevolent Krewe de Columbi-Ua-Ya, request the services of the City of Columbia Police  
 (Individual/Business)

Department to perform law enforcement duties at City Roots Farm, 1005 Airport Blvd., Columbia, SC 29205  
 (Location for Assignment)

for the time period of February 10, 2024/8 total hrs. (1 hr. for parade 11AM-12PM; 7 hours for festival from 12PM to 7PM)  
 (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 Fifty (\$50.00) dollars per hour for each assigned officer.** There is a three (3) hour minimum on working special duty and no cash payments are allowed.

I understand that a cancelation notice must be given within Twenty-Four (24) hours of the event in order to be exempt from payment.

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 NUMBERS

SIGNATURE OF OFFICER'S SUPERVISOR

PAUL HINSON

PRINT NAME OF REQUESTOR

[Signature]

SIGNATURE OF REQUESTOR

3 OCT 2023

DATE

803-600-3520

CONTACT NUMBER OF REQUESTOR

803paul@gmail.com

EMAIL ADDRESS OF REQUESTOR



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We Are Columbia

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**MEETING DATE:** January 9, 2024

**DEPARTMENT:** City Clerk

**FROM:** *Erika Hammond, City Clerk*

**SUBJECT:** City Council Committees

**FUNDING SOURCE &  
ORIGINAL BUDGET:**

**ATTACHMENTS:**

- **#a:** City Council Standing Committee Structure 121823 (PDF)



**CITY OF COLUMBIA**  
SOUTH CAROLINA  
**OFFICE OF THE MAYOR**

**CITY COUNCIL STANDING COMMITTEE STRUCTURE**

*Updated on December 18, 2023.*

**Administrative Policy Committee**

*This committee reviews matters related to City of Columbia policies and procedures to include technology initiatives and other matters related thereto.*

**Chair: Ed McDowell**

**Member: Aditi Bussells**

**Member: Peter Brown**

**Staff Liaison: Pam Benjamin**

**Meetings: 4<sup>th</sup> Tuesday at 3:00 p.m., as needed**

**Community Development Committee**

*This committee reviews matters related to community development, federal funding opportunities and other matters related thereto.*

**Chair: Tina Herbert**

**Member: Tyler Bailey**

**Member: Will Brennan**

**Staff Liaison: Missy Gentry**

**Meetings: 1<sup>st</sup> Tuesday at 11:00 a.m., as needed**

**Health, Social and Environmental Affairs Committee**

*This committee reviews matters related to quality-of-life issues to include homelessness, community partnerships, beautification, environmental and sustainability initiatives and other matters related thereto.*

**Chair: Aditi Bussells**

**Member: Tyler Bailey**

**Member: Ed McDowell**

**Staff Liaison: Clint Shealy**

**Meetings: 4<sup>th</sup> Tuesday at 1:00 p.m., as needed**

**Arts, Historic Preservation & Philanthropy Committee**

*This committee reviews matters related to cultural and performing arts, historic preservation and philanthropic endeavors / donations in support of city sponsored events and other matters related thereto.*

**Chair: Tyler Bailey**

**Member: Ed McDowell**

**Member: Tina Herbert**

**Staff Liaison: Henry Simons**

**Meetings: 1<sup>st</sup> Tuesday at 1:00 p.m., as needed**

**Economic Development & Infrastructure Committee**

*This committee reviews matters related to economic development, infrastructure development and other matters related thereto.*

**Chair: Peter Brown**

**Member: Will Brennan**

**Member: Aditi Bussells**

**Staff Liaison: Jeff Palen**

**Meetings: 2<sup>nd</sup> Tuesday at 1:00 p.m., as needed**

**Public Safety Committee**

*This committee reviews matters related to public safety, animal services, code inspection, Municipal Court, and other matters related thereto.*

**Chair: Will Brennan**

**Member: Tina Herbert**

**Member: Peter Brown**

**Staff Liaison: Teresa Wilson**

**Meetings: 4<sup>th</sup> Tuesday at 11:00 a.m., as needed**





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We Are Columbia

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**MEETING DATE:** January 9, 2024

**DEPARTMENT:** City Clerk

**FROM:** *Erika Hammond, City Clerk*

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

**FUNDING SOURCE &  
ORIGINAL BUDGET:**

**PURPOSE:**  
Department of Mental Health Surplus Property



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We Are Columbia

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**MEETING DATE:** January 9, 2024

**DEPARTMENT:** City Clerk

**FROM:** *Erika Hammond, City Clerk*

**SUBJECT:** Receipt of legal advice which relates to matters covered by attorney-client privilege pursuant to S.C. Code §30-4-70(a)(2)

**FUNDING SOURCE & ORIGINAL BUDGET:**

**PURPOSE:**

**Lumos Fiber of South Carolina, LLC Franchise Agreement**