



**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, FEBRUARY 25, 2020**

The Columbia City Council will conduct a Work Session at 2:00 p.m. & Meeting at 4:00 p.m. on Tuesday, February 25, 2020 in Council Chambers at City Hall, 1737 Main Street, 3rd Floor, Columbia, SC 29201.

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

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

WORK SESSION - 2:00 P.M.

CALL TO ORDER

INVOCATION

CITY COUNCIL DISCUSSION

1. Community Development Block Grant Mitigation Program Overview of Process and Plan - Ms. Sue Southon, Program Consultant for ICF and Ms. Gloria Saeed, Director of Community Development
2. National League of Cities Update - The Honorable Tameika Isaac Devine

EXECUTIVE SESSION

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

*Convention Center
Municipal Boundary Adjustments
Senior Resources
Board Memberships*

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

Municipal Complex



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5. Discussion of negotiations incident to the proposed purchase of property pursuant to S. C. Code §30-4-70(a)(2)

Calhoun Street

6. Discussion of the employment of an employee pursuant to §30-4-70(a)(1)

Chief Administrative Judge

COUNCIL MEETING - 4:00 P.M.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

ADOPTION OF THE AGENDA

PUBLIC INPUT RELATED TO AGENDA ITEMS

APPROVAL OF MINUTES

7. Council is asked to approve the February 4, 2020 City Council Special Called Meeting, Work Session, and Council Meeting Minutes.

CONSENT AGENDA ITEMS 8 THROUGH 23

8. Council is asked to approve the purchase of a Hewlett Packard Support Services Agreement, as requested by the Information Technology Department. Award to Hewlett Packard Company, using the SC State Contract, in the amount of \$58,198.03. This vendor is located in Roseville, CA.

Funding Source: Information Technology - Maintenance & Service Contracts (1011120-638200). The original budget amount is \$61,000.00.



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9. Council is asked to approve the purchase of three 2020 Ford Rangers for the Water Distribution Division, as requested by the Fleet Services Division. Award to Vic Bailey Ford, Inc., using the SC State Contract, in the amount of \$70,089.00. This vendor is located in Spartanburg, SC.

Funding Source: Utilities - Wtr Maint Cust Srvc - Auto, Trucks, Heavy Equip - Capital (5516202-658500). The original budget amount is \$70,089.00.

10. Council is asked to approve the purchase of two Foote-Jones Gear Reducers (Left-Hand) for the Metro Wastewater Treatment Plant, as requested by Columbia Water. Award to Bearing Distributors, Inc., a certified LBE, in an amount not to exceed \$71,522.29. This vendor is located in Columbia, SC.

Funding Source: Utilities Metro Wastewater Plt - Machinery and Equipment Capital (5516208-568300). The original budget amount is \$75,000.00.

11. Council is asked to approve a Contract Extension for Safety Boots and Shoes, as requested by the Procurement and Contracts Department. Award to Tyler Brothers in an amount not to exceed \$75,000. This firm is located in Wagener, SC.

Funding Source: Utilities Wastewater Maintenance - Uniforms and Clothing (5516205 - 624100). The original budget amount is \$75,000.00.

12. Council is asked to ratify two Emergency Procurements, as requested by Columbia Water. Award to Lake Murray Utility Company and Carolina Tap and Bore in the total amount of \$213,370.00.

Funding Source: Water & Sewer Capital Projects - Capital Projects Costs (5529999-SS753701-658650). The original budget amount is \$108,250.00. Engineering - Water Systems Improvement - Special Projects (5516220-638500). The original budget amount is \$105,120.00.

Project Description	Contractor	Location	Total Amount
Wastewater Improvements along Bluff Oaks Road, at the Intersection of Bluff Road and Bluff Oaks Road	Lake Murray Utility Co.	Chapin, SC	\$108,250.00
Emergency 16" Water Main Repair on Trenholm Road (Lowering of Water Main)	Carolina Tap and Bore	West Columbia, SC	\$105,120.00



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13. Council is asked to approve the purchase of Heavy Equipment for the Parks & Recreation Department, Solid Waste Division, and the Street Division, as requested by the Fleet Services Division. Award to the following vendors using the Sourcwell Cooperative Contract, in the total amount of \$517,273.17.

Funding Source: Capital Replacement - Autos Trucks Heavy Equipment (6308972-658500). The original budget amount is \$405,696.89. Streets Storm Drains - Autos Trucks Heavy Equipment (5534203-658500). The original budget amount is \$111,576.28.

Department	Item	Vendor	Location	Total
Parks & Recreation	One (1) RT45A Compact Trencher	Ditch Witch of Charlotte	Charlotte, NC	\$52,476.89
Solid Waste	Two (2) 2020 Rear Loader	The Larson Group Peterbilt	Strafford, MO	\$353,220.00
Street Division	One (1) Front End Loader	Company Wrench JCB	Lexington, SC	\$111,576.28

14. Ordinance No.: 2020-001 Granting an encroachment to Daniel Kadar for the use of right of way area of the 2000 block of Devine Street for the installation and maintenance of an iron tubing bicycle rack adjacent to 2222 Devine Street, Richland County TMS#11312-16-06

First reading approval was given on February 4, 2020.

15. Resolution No.: R-2020-008 Authorizing consumption of beer and wine only at the Rocky Shoals Spider Lily Happy Hours in the Amphitheater Area of the Riverfront Park on Tuesdays, April 7, April 14, April 21, April 28, May 5, May 12, May 19 and May 26 with rain contingency dates of Thursdays April 9, April 16, April 23, April 30, May 7, May 14, May 21 and May 28, 2020
16. Resolution No.: R-2020-010 Authorizing consumption of beer and wine only at Soda City Spring Yard Sale within the Biergarten Area only on Saturday, April 25, 2020 with a rain contingency of Saturday, May 2, 2020
17. Resolution No.: R-2020-013 Authorizing consumption of beer and wine only at the Wiese Biergarten Celebration of Spring in the Amphitheater Area of the Riverfront Park on Saturday, April 4, 2020 with a rain contingency date of Saturday, April 11, 2020



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18. Resolution No.: R-2020-017 Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for the CMA It's Alive Film Series on Thursdays, April 9, 2020 and May 14, 2020
 19. Resolution No.: R-2020-018 Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for the CMA Trivia Night of the Living Dead Trivia Program on Thursday, April 16, 2020
 20. Resolution No.: R-2020-019 Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for the CMA Greater Columbia Record Fair on Sunday, April 26, 2020
 21. Resolution No.: R-2020-023 Authorizing consumption of beer and wine only at Artista Vista Annual Arts Festival on Sunday, April 19, 2020
 22. Resolution No.: R-2020-025 Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for Free Times' Heavy Metal Brunch on Saturday, April 25, 2020
- Columbia Food and Wine Festival Event*
23. Resolution No.: R-2020-026 Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for the 14th Annual Indie Grits Film Festival on Saturday, March 28, 2020

PRESENTATIONS

24. Recognition of Mr. Gregory M. Dillon as the February Employee of the Month - Mr. Robert Anderson, Public Works Director, Mr. David Brewer, City Traffic Engineer, and Mr. Leonard Freeman, Electrical Operations Supervisor
25. Columbia Police Department Recruitment Video - Mr. William "Skip" Holbrook, Chief of Police
26. Check presentation to Prisma Health Midlands Foundation - The Honorable Mayor Stephen K. Benjamin



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ORDINANCES - FIRST READING ITEMS 27 THROUGH 36

27. Ordinance No.: 2020-005 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Article II, Building and Technical Codes, Division 2, Building Code, Sec. 5-51, Adoption; conflicting provisions

Adopt 2018 International Building Code

28. Ordinance No.: 2020-006 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 9, Fire Prevention and Protection, Article IV, Fire Prevention Code, Sec. 9-61, Adoption

Adopt 2018 International Fire Code

29. Ordinance No.: 2020-007 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Article 11, Building and Technical Codes, Division 3, Gas Code, Sec. 5-71, Adoption; conflicting provisions

Adopt 2018 International Fuel Gas Code

30. Ordinance No.: 2020-008 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Article II, Building and Technical Codes, Division 6, Mechanical Code, Sec. 5-131, Adoption; conflicting provisions

Adopt 2018 International Mechanical Code

31. Ordinance No.: 2020-009 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Article II, Building and Technical Codes, Division 4, Plumbing Code, Sec. 5-91, Adoption; conflicting provisions

Adopt 2018 International Plumbing Code

32. Ordinance No.: 2020-010 Amending Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Buildings and Building Regulations, Article II, Building and Technical Codes, Division 7, Property Maintenance Code, Sec. 5-151, Adoption; conflicting provisions

Adopt 2018 International Property Maintenance Code



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33. Ordinance No.: 2020-011 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Article II, Building and Technical Codes, Division 9, International Residential Code for One and Two Family Dwellings, Sec. 5-191, Adoption; conflicting provisions

Adopt 2018 International Residential Code for One-and Two-Family Dwellings

34. Ordinance No.: 2020-012 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Article II, Building and Technical Codes, Division 5, Electric Code, Sec. 5-111, Adoption; conflicting provisions

Adopt 2017 National Electric Code (NFPA 70)

35. Ordinance No.: 2020-020 Granting an Easement to Dominion Energy South Carolina, Inc. along a portion of City-owned property identified as Richland County TMS# 08915-03-01 for installation of an electric line and appurtenances for the Greene Street Streetscape Project, Phase 2 (Gadsden Street); CF#250-495

36. Ordinance No.: 2020-021 Granting an Easement to Dominion Energy South Carolina, Inc. along a portion of City-owned property identified as Richland County TMS#08913-13-01(Pacific Park) for the installation of power lines and appurtenances for the Church Street House Relocations; CF#250-497

RESOLUTIONS

37. Resolution No.: R-2020-032 Authorizing the City Manager to execute a Lease Agreement between the City of Columbia and MS Joint Venture for the lease of the 1st, 5th and 7th floors of 1401 Main Street

Municipal Office Complex

38. Resolution No.: R-2020-034 Authorizing the City Manager to execute a Contract of Sale of Office Building between the City of Columbia and MS Joint Venture for the purchase of 1401 Main Street, Richland County TMS #09013-04-07

Municipal Office Complex



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39. Resolution No.: R-2020-031 Authorizing the City Manager to execute an Amendment to Lease Agreement Extending Term of Lease for 715 Bluff Road for use as the Police Substation and Property Storage Facility
 40. Resolution No.: R-2020-033 Authorizing Condemnation for Easement Acquisition for Water Main along Rimer Pond Road; CIP Project #WM3872; 596 Rimer Pond Road, Richland County TMS#20500-04-05, n/f English; 454 Rimer Pond Road, Richland County TMS#17700-01-30, n/f Ball; 448 Rimer Pond Road, Richland County TMS#17700-01-27, n/f Huff; 330 Rimer Pond Road, Richland County TMS#17700-01-95, n/f Gant; 444 Rimer Pond Road, Richland County TMS#17700-01-26, n/f Lee; and 260 Rimer Pond Road, Richland County TMS#17700-01-80, n/f Montgomery; CF#250-349
 41. Resolution No.: R-2020-035 Supporting National League of Cities' Leading Together Cities Agenda for the 2020 U.S. Presidential Election
 42. Resolution No.: R-2020-036 Authorizing the City Manager to execute an Encroachment License Agreement (NS #1276211) between the City of Columbia and Norfolk Southern Railroad for the Catawba Street Sewer Replacement, CIP #SS7520
 43. Resolution No.: R-2020-037 Authorizing the City Manager to execute an Encroachment License Agreement (NS #1276367) between the City of Columbia and Norfolk Southern Railroad for Blythewood Farms Phase 1 Sewer Replacement CF #349-17
 44. Resolution No.: R-2020-038 Certifying Units within the Buildings Including and Adjacent to the Building Known as the Moe Levy's Building as Abandoned Building Sites 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 properties located at 1105 Lady Street, 1115 Lady Street and 1304 Assembly Street, Columbia, SC, TMS #s R09013-05-10, R09013-05-09 and R09013-05-11

PUBLIC HEARING

45. Community Development Block Grant Mitigation Program Overview and Public Input - Ms. Sue Southon, Program Consultant for ICF and Ms. Gloria Saeed, Director of Community Development



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OTHER MATTERS

46. Council is asked to approve One-Way Operations on Abbeville Street during school days from 7:00 a.m. to 7:30 a.m. and from 2:20 p.m. to 3:00 p.m., as requested by the Public Works Department

This request has been reviewed and approved by the Columbia Police Department and the Columbia Fire Department.

47. Council is asked to approve the Installation of three (3) Speed Humps on Poinsettia Street and two (2) Speed Humps on Kawana Road, as requested by the Public Works Department. **Updated**

This request has been reviewed and approved by the Columbia Police Department and the Columbia Fire Department.

48. Council is asked to approve a \$5,000 allocation to the Richland Library for Together SC 2020, as requested by The Honorable Mayor Stephen K. Benjamin.

Funding Source: Accommodations Tax General Purpose

APPOINTMENTS

49. Central Midlands Council of Governments
50. Climate Protection Action Committee

CONSIDERATION OF MATTERS DISCUSSED DURING THE WORK SESSION

CITY COUNCIL COMMITTEE REPORTS / REFERRALS

APPEARANCE OF THE PUBLIC

ADJOURNMENT



We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, FEBRUARY 4, 2020

The Columbia City Council held a Special Called Meeting on Tuesday, February 4, 2020 at City Hall, 1737 Main Street, Columbia, South Carolina 29201. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 10:36 a.m. and the following members of City Council were present: The Honorable Sam Davis, The Honorable Howard E. Duvall, Jr., The Honorable Mayor Pro-Tempore Edward H. McDowell, Jr., The Honorable Daniel J. Rickenmann, and The Honorable William Brennan. The Honorable Tameika Isaac Devine arrived at 10:47 a.m. 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.

EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to enter into Executive Session at 10:36 a.m. for the discussion of **Item 1**.

1. Discussion of the employment of an employee pursuant to S.C. Code §30-4-70(a)(1)
 - *Chief Administrative Judge*
 - *City Manager and City Attorney Evaluations*

ADJOURNMENT

The meeting was adjourned at 1:12 p.m.

Respectfully submitted by:

Erika D. Moore, CMC
City Clerk



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WORK SESSION - 2:00 P.M.

The Columbia City Council conducted a Work Session on Tuesday, February 4, 2020 at City Hall, 1737 Main Street, Columbia, South Carolina 29201. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 2:11 p.m. and the following members of City Council were present: The Honorable Sam Davis, The Honorable Tameika Isaac Devine, The Honorable Howard E. Duvall, Jr., The Honorable Mayor Pro-Tempore Edward H. McDowell, Jr., The Honorable Daniel J. Rickenmann, and The Honorable William Brennan. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore Hammond, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act

INVOCATION

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

CITY COUNCIL DISCUSSION

1. Adopting a New City Flag - Mr. Lee Snelgrove, Executive Director of One Columbia for Arts and Culture

Mr. Lee Snelgrove, Executive Director of One Columbia for Arts and Culture said when we started this process we opened the call for public input and we received 544 designs. We sent them off to a professional vexillologist and they identified the top 18. The 18 designs were submitted for public input. We received 7,000 entries, which included comments on each design and a number ranking. We have 14 designs now. The first three designs are all from the same designer and are very similar. Design one was received well by the professionals and jury members. The public was not entirely keen on the use of the crescent as a reference to Columbia. There was discussion amongst the jury to change similar designs to a star. Overall, people liked this design for the reference of the three rivers and the wing. There might be issues with how the shape might be used in other instances because of the length of the lines. This also applies to designs two and three. They all meet the simplicity guidelines. Designs four and five were provided by the same designer. Design four meets the simplicity guidelines, but the main problem is the white flag which sometimes can be hard to see on a pole and it can make it hard to identify.

Councilor Rickenmann asked why the designs do not incorporate the original light blue color.



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Mr. Lee Snelgrove, Executive Director of One Columbia for Arts and Culture said part of the problem is that people don't really know our current flag and there is actually a disagreement of whether it should be dark blue or light blue. When it was adopted over 100 years ago it was a dark blue field and somewhere along the way it changed to light blue. There might not be an allegiance to that light blue and light blue fades easily and can turn white in the sun.

Councilor Rickenmann asked what if we like a design but not the colors.

Mr. Lee Snelgrove, Executive Director of One Columbia for Arts and Culture said we might be able to work with the designer to make alterations that can be a good fit if you were strongly preferring a certain design. Most of the designers will be comfortable with some changes.

Councilor McDowell asked about the subliminal messages provided by the public related to having a crescent on the flag designs.

Mr. Lee Snelgrove, Executive Director of One Columbia for Arts and Culture said there was no connection to the South Carolina flag when it's a standalone crescent. There is a misnomer that it is a moon but it is not. The shape is from the breastplate of a Revolutionary War uniform. With design five, the complexity of the sun needs to be addressed. There are some color variants that would not work on a flag. The public also mentioned the connection between the chevron shape of the lines with the military. Design six is from the third designer. The phoenix refers to when Columbia rose from the ashes. Design seven has the crescent in the middle of a star. The professionals responded highly to that as it represents Columbia as a capital city. It is a complex shape in terms of getting the star and the wings correct. Design eight has similar complex shapes with the star and wings. The wavy lines are sort of irrelevant since flags already wave. Design nine ties in with the current city flag reviving Lady Justice. It references our current flag and the city seal. Design eleven does meet the flag guidelines, but there is not enough contrast between the star and white field. The light blue color in the bottom will fade quickly and blend into the white in the middle. Designs 12, 13, 14 are similar designs. With design 12, there was discussion by the jury and professionals in regards to having the white bottom corner, which can make the flag look like a strange shape. Design 13 incorporates the star. The designer notes that the six points are a nod to the State House as a symbol of resilience for the city, but you can make a case that a six-point star refers to cardinal directions. Design 14 has the star in the lower right corner which can cause fading issues. There is an opportunity of doing minor tweaks to improve the design. One suggestion for design 14 is to add contrasting lines to give definition to the shape and if it fades, the shape will retain. With the contrasting lines you can see a distinction between the reference to the three rivers. The Design League suggested flipping the design; there is more



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of a wing reference when the design is flipped. The star is in a much more traditional place with the contrasting lines.

Councilor Duvall asked if design 14 alternative 1 is the option that the Design League finds more suitable for the city.

Mr. Lee Snelgrove, Executive Director of One Columbia for Arts and Culture said yes sir. When I presented all of the designs that option rose to the top with the suggested alterations. The design shows progression, the wing, and the three rivers. We are trying to find a flag that will hold meaning for many people. People won't immediately identify with it, but as it's used and displayed people will become more connected with it.

Mayor Benjamin said in the State of the City Address I spoke about inclusion and the growth of the city. We are capitalizing on the riches of the city and being proud of the fact that we are a capital city. We are thankful to the artists who shared their views and others who gave us critical analysis. It has been a process to be proud of.

2. Columbia Compass Comprehensive Plan Update - Ms. Leigh DeForth, Planning and Development Services Comprehensive Planner; Mr. John Fellows, Planning and Development Services Planning Administrator; Mr. Jonathan Guy, Kimley Horn Vice President; and Ms. Leigh Anne King, Clarion Associates Director

Ms. Leigh DeForth, Planning and Development Services Comprehensive Planner said there are nine elements to the Comprehensive Plan. The population element deals with the analytical backbone of the plan. It looks at existing demographic trends and helps predict needs going forward. The natural resources chapter also looks at existing conditions and makes recommendations for programs, policies, and partnerships that help us move forward with those commitments Council has made for 100% clean renewal energy. The economic development section looks at the workforce and our employers. It also provides recommendations regarding the city's economic development efforts. The housing chapter includes a market and policy analysis and recommendations. The transportation section looks at trends, walking initiatives, and infrastructure recommendations. We carried a lot of the land use recommendations forward, but we are also making recommendations about greenway development. The community facilities chapter talks about our buildings, how we operate as a city, and the services and programs we provide. The cultural resources chapter talks about the partnership with the Amplify process and taking forward some of those recommendations for growing Columbia's cultural identity and historic preservation. Each of these elements are chapters in the plan. The main parts of the chapters are the recommendations to the plan. We have tried to identify case



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studies, including best practices. The priority investment chapter summarizes all the recommendations we have made throughout the planning process. It includes a recommendation to come back to Council with an annual report. We want to report back to you with the successes and potential failures to continue to engage you and the public.

We had great public meetings in January with about 130 people over the course of four meetings. We are taking public comments to the draft plan on February 7, 2020. We want to edit the draft plan and be ready for the Planning Commission in March. We have talked about each chapter and the feedback we have received from the public. The priority investment element sets forth a short, medium, and long term priority for each recommendation. The short-term will be within the first three years; medium term is between four to six years; and long-term is around seven to ten years. The Amplify Columbia process is reaching its culmination. They will be scheduling a final presentation in the future. We have tried to make this as accessible as possible. We want Columbia Compass to be a tool not just for you or staff, but for the citizens.

Ms. Leigh Anne King, Clarion Associates Director said my team is leading the housing element of the plan. The housing market survey was done at the beginning of this process to see what the conditions of this community were relative to the local housing market. We initially met with stakeholder groups and the Planning Commission to get their input and aspirations for the community. We looked at 2000 to 2016 data. We used some local data as well for the assessment. There were three key takeaways from the assessment: rental prices and home values are rising faster than income, there is an unmet demand for a mix of housing types, and there is a gap in affordability for extremely low income renters. When you compare the median rent and median home values, they are not aligned. Rent rose 59% and median home values rose 67%.

Councilor Rickenmann asked if the basis for that number is coming from the property tax.

Ms. Leigh Anne King, Clarion Associates Director said the number is based on home owners value of their property. They are probably taking into account what their property is being assessed for. Looking at the housing stock based on 2016 data points, 55% are renters and 45% are owners. The housing stock break down shows 42,255 units: more than half are single-family detached units, about a quarter are attached with fewer than ten in a structure, and less than a quarter are attached with ten or more in a structure. About 91% of the owner occupied units are single family. There were 43% of rental units in 2000 that were less than \$500 and in 2016 you have 13% of rental units within that category. That is a very significant difference. In 2000, about 50% of housing was less than \$100,000. In 2016, we are looking at less than 25% of units at less than \$100,000. This is not unique to Columbia; this is a common trend that we are seeing throughout the United States. In 2018, the vast majority of homes on the market that were sold



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were single-family detached homes. We found that patio homes for the city and metro area stayed on the market for less time. This can be a product that people would like to have more of. We looked at the affordability and the income ranges that renters fall in. We found that there is a rental gap. For folks earning less than \$20,000 a year (37% of the rental population), there is a significant gap in properties available. For folks earning less than \$35,000, it is anticipated that the percent of homes that are affordable are likely going to decline over time. We have affordability challenges.

We have five governing principles for the housing element of the plan. They were developed using the inputs we received from the public, stakeholders, and the Planning Commission. We met with a variety of different groups that are interested in housing and neighborhoods in the city like housing advocates, developers, neighborhood leaders, and transitional emergency housing folks, to get their insights and concerns for the future of Columbia. From the information gathered, we generated five governing principles: comfortable and vibrant neighborhoods, enhancement and stabilization of underserved neighborhoods, protection of historical and cultural characteristics, affordable housing, and mix of housing and neighborhood choices. We included a summary of the implementation recommendations for those five guiding principles. In terms of comfortable and vibrant neighborhoods, there is an overlap in what you will see in the land use element of the plan. We need to think about all of the components that make a complete neighborhood like sidewalks, lighting, access to parks, schools, and local services for daily needs. There are recommendations on how to go about evaluating that over time and trying to encourage redevelopment enhancements in the future. The recommendations we provided in terms of enhancement and stabilization of underserved neighborhoods are for departments within the city and agencies outside the city that work to assist the underserved neighborhoods to be collaborating. There can be opportunities for different efforts by having ongoing neighborhood systems and creating a community dialogue within the neighborhoods. For protection of historical and cultural characteristics, we wanted to touch on how important the maintenance of properties is. For affordable housing, we have several recommendations including: developer incentives, updating your affordability housing location standards, looking at opportunities in funding to leverage resources that you have available, and transitional housing services for those having the most challenging housing situations in the community. According to data for mixed neighborhood choices, there is a need for more variety. There is an opportunity to incentivize multi-unit housing within the city.



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Mr. Jonathan Guy, Kimley Horn Vice President said I am going to discuss the existing conditions related to transportation in Columbia to help set the frame of our recommendations. According to 2017 data, we primarily drive alone. We don't carpool but there is walking within the city. There are about 28,000 commuters that come into the city every day and you export about 8,500 between Lexington County. There is a lot of regional mobility. Commuters are attracted to the jobs, attractions, and location, but unfortunately people are not staying here, which ties to the housing element. With street ownership, SCDOT is your primary owner of streets. They own about 55% of the streets here in the City of Columbia. They own about 41,000 lane miles in the state of South Carolina. There is split ownership between the City of Columbia with 25% and 19% owned by the county or privately. There were about 1,000 fatalities in South Carolina last year. The majority of crashes in the city are occurring on U.S. primary routes, this goes back to the commuting patterns. You are in the crossroads of South Carolina and a lot of people travel through here. As we look at the overall crashes, we can see that Garners Ferry Road is number one, followed by some of the interstates, and then it's the more local streets. The top primary cause for crashes is speeding. That is indicative of the design of the road ways. We put together a street priority matrix. This helps to frame how the street should be by capturing what the priority mode is for that street. Asset management will help a lot with crashes. Asset management is looking at the consolidation of drive ways and the connectivity between giving people the option of going between side streets without getting back on major roads. The quickest way to help with crashes is by enforcement, but the best way to do it is by design and changing how your streets interact; accommodations for bicycles, pedestrians, and cars; and changing speed limits.

Councilor Rickenmann said when we look at places where we would like to slow traffic down, we can't seem to get the highway department to work with us even if we are willing to pay. How can we do that in those areas? What are folks doing in other areas to encourage the federal agency? This is one of our struggles since they own 55% of our streets.

Mr. Jonathan Guy, Kimley Horn Vice President said what you have seen a lot of agencies do is move to ownership of the streets. South Carolina owns about 41,000 miles. Unfortunately, they got into the business of owning neighborhood streets or downtown streets where the idea is not necessarily to move cars, but to move people. They struggle with that because their design manual does not have a chapter that says how to deal with pedestrians. They are getting better by adopting low-speed urban guidelines. In locations like a neighborhood, the best and quickest way we have seen is for communities to take back control of those streets. It is a financial burden for the city to do that.



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Councilor Rickenmann said the other thing is that we must have the ability to enforce it. Speed cameras and things like that which other communities use, we can't utilize. We need those options, because we can't afford to put an officer at every corner.

Councilor Devine said the other challenge is the community. When you do stuff that slows down traffic, you get people who do not like it. We have to be committed to the long term benefit, even if there are short term pains of people getting use to them.

Mr. Jonathan Guy, Kimley Horn Vice President said the recommendations for the safety aspect are: target safety improvements for all modes, adopt city standards to encourage traffic calming, and develop and adopt a Vision Zero Plan to reduce the overall fatality rates. Another element is partnerships to accomplish goals. The recommendations for partners in the plan are: broader regional transportation projects, targeted street ownership, and prioritized railroad projects. We are changing and evolving and everything is getting more connected. Create that connected signal system and leverage shared mobility options to plan for the impacts of technology. I would stress the prioritization of transportation projects and a parking study using data to define where the best parking might be. We have heard from communities about building a comprehensive plan and looking at how streets can be better utilized. Streets are one of the largest public spaces a city has. They should be designed to accommodate not just singular modes. Lastly, for the building environment element we looked at developing neighborhood traffic control projects. Some of the priority projects that we included are: corridor enhancements (long term to short term); corridor operation projects (synchronized timings and improving traffic flow); intersection improvement projects (mobility); and railroad consolidation (railroad crossings and quiet zones).



We Are Columbia

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3. Fiscal Year 2020/2021 Budget Workshops - Ms. Missy Caughman, Director of Budget and Program Management

Ms. Missy Caughman, Director of Budget and Program Management said part of what we will be talking about are budget drivers and budget capacity. Budget additions are what staff and Council have talked about throughout the year. Including things that are out of our control like state retirement, which will have about a one percent increase, and our healthcare costs in anticipation of the experience rate. Some of the revenue generation items are underway. As you consider the model ordinance and look at adopting the model ordinance changes, it is reflective of a combination of nonprofit exemptions that we currently have. You already approved the fire hydrant fees and those will be reflected in the General Fund. Business license enhancements that are also underway. We are negotiating fees with some entities. Some of those entities are the nonprofit organizations that receive services, but are not contributing to our tax base.

Mayor Benjamin said our challenge is to tackle this systemic challenge sooner rather than later. There is so much more we can be doing. You want others involved, but there has to be a sense of urgency articulated by the public sector. We are different than the rest of the state and this accounts for the significant issue of affordability that so many of our residents experience. If we are going to attack this in a thoughtful comprehensive way, it is going to require some really affirmative steps by the county and the school districts. The reality of the amount of resources that it takes to educate a child is still the same. We have had some successes and failures in the past two decades in cutting that overall tax liability, but it is still something that requires a deep dive. We will have enough data to be able to start pushing discussions to see if we can build some consensus with the county.

Ms. Teresa Wilson, City Manager said I agree with the continued discussions and negotiations of fees with the hospital systems and the university. We still are at the beginning of the new budget cycle where the public safety recruitment and retention plan has not been funded. The reality is that without some other type of revenue generation, we will probably need to be discussing other options. We listed some things that are beginning to see signs of suffering like sidewalks, city facilities, water and sewer, public safety, technology, fire facilities, and our capital replacement program. The next work sessions will focus on the budget to keep discussing these issues.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
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4. Water and Sewer Rate Study Update - Mr. Robert Chambers, Financial and Utility Management Consultant for Black & Veatch Management Consulting, LLC

Mr. Robert Chambers, Financial and Utility Management Consultant for Black & Veatch Management Consulting, LLC said the purpose is to perform an independent study that will provide us with the ability to estimate the water and sewer system's ability to fund operating and capital programs and understand what it costs to serve your existing customers by determining how best to price those services. The issues currently affecting utilities are infrastructure issues like pipe breaks, sufficient revenue, charging the right rates, costs, and information and technology. Columbia has implemented a robust annual financial profit planning process that is tied to your budget process. It identifies the best practices and aligns these practices to what Columbia is doing by defining performance standards and tracking how resilient they are against those standards on an annual basis. Annually, the city completes a five to ten-year financial plan as part of your budget process to understand where you currently are and what you have to do to adjust your requirements going forward. You also perform a cost of service analysis to understand the cost of serving the customers. In addition to looking at rate increases, we looked at events that have taken place like the implementation of the AMI program. We looked at how the program might affect your revenue. We want to achieve consistent implementation of our capital program. From 2008 to FY 2020, we looked at a 4.7% rate increase. Under the current rates, tap water will cost 0.004 cents per gallon; tap water and all of the infrastructure will cost 0.76 cents on a daily basis; and wastewater will cost \$1.40 on a daily basis. With that price, you are able to instantaneously turn on the pipe when you want water. You have the ability to shower, use the toilet, wash your clothes, and have good drinking water. If we were to say we pay a dollar for one gallon of bottled water, that would be about 263 times higher than what you currently pay today for water. It is important to illustrate the value of water.

Our study approach is a three step approach where we identify what the size is, what the cost of service is, who generates that cost, and the rate design that says how to price the service. We will highlight some areas of focus as we execute this project. From a financial planning perspective, we look at the integrity of the financial system through our financial matrix. We will try to understand what we are doing as it relates to implementing our capital program. We will look at the water and wastewater utility and what it means to be self-sufficient. Additionally, we will look at the cost to provide the existing services and the cost to provide services to a potentially large amount of customers that are under consideration. We will also look at what it cost for turn off fees and other general fees that you currently have. On the rate design side, we will look at the price of the services you provide and see if the current rate is appropriate. We are in the process of collecting data and facilitating meetings with staff.



We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, FEBRUARY 4, 2020

Councilor Devine asked about the project timeframe.

Mr. Robert Chambers, Financial and Utility Management Consultant for Black & Veatch Management Consulting, LLC said it is about three to four months. It is going to be in alignment with the budget schedule.

EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to enter into Executive Session at 4:37 p.m. for the discussion of **Items 5** through **8** as outlined.

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

Convention Center

6. Receipt of legal advice relating to a pending, threatened or potential claim pursuant to S.C. Code §30-4-70(a)(2)

*L-J v. COC
State v. COC*

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

*Underwriters
2221 Devine Street
Municipal Complex*

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

Park Street Project



We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, FEBRUARY 4, 2020

COUNCIL MEETING - 6:00 P.M.

The Columbia City Council conducted a meeting on Tuesday, February 4, 2019 at City Hall, 1737 Main Street, Columbia, South Carolina 29201. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 6:18 p.m. and the following members of Council were present: The Honorable Sam Davis, The Honorable Tameika Isaac Devine, The Honorable Howard E. Duvall, Jr., The Honorable Mayor Pro-Tempore Edward H. McDowell, Jr., and The Honorable William Brennan. The Honorable Daniel J. Rickenmann was absent. Also present were Mr. Jeffery Palen, Assistant City Manager / Chief Financial Officer 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 Edward H. McDowell, Jr. offered the invocation.

PLEDGE OF ALLEGIANCE

Reverend Robert Cox, Conference Scouting Coordinator for The United Methodist Church South Carolina Conference said this year celebrates the 100th anniversary of the first Boy Scouts Sunday of the United Methodist Church. In 1920 we formally introduced the Boy Scouts of America and this year the United Methodist Church is the number one sponsor of Boy Scouts, Girl Scouts, and Camp Fire Big Brother and Big Sisters. We have three of our churches here from the Columbia district: Asbury is our smaller church and pack and Red Bank and Shandon are our biggest ones. The BSA Girl Troop 9518 from Red Bank is the first girl troop in the conference of South Carolina to win the Bishops Award of Excellence.

Reverend Robert Cox, Conference Scouting Coordinator for The United Methodist Church South Carolina Conference Scouting Ministry with members from Cub Scout Pack 397 from Asbury Memorial United Methodist Church; Cub Scout Pack 518, Boy Scout Troop 518, and BSA Girl Troop 9518 from Red Bank United Methodist Church; and Boy Scout Troop 37 from Shandon United Methodist Church led the audience in the Pledge of Allegiance.

The troops recited the Scout Oath and the Scout Law.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, FEBRUARY 4, 2020

Mayor Benjamin said we live in the greatest nation in the world. It has been built and sustained by men and women who commit themselves by serving this country in so many different ways. You all signed up for a tradition that goes back over a century. It is amazing to be here in your presence. Everything we do is because we believe in the future of the city and we believe in the fact that young people are the reason why we are working every day to make Columbia a better place. We truly believe in the greatness of this country that is manifested through you all and your service. Thank you to all the parents and adults who dedicate their time to these young people living up to their God given potential because we know they can do amazing things.

ADOPTION OF THE AGENDA

Upon a motion made by Mr. McDowell and seconded by Ms. Devine, Council voted unanimously to adopt the agenda, subject to deferring consideration of **Item 12**.

PUBLIC INPUT RELATED TO ITEMS ON THE AGENDA

No one appeared at this time.

APPROVAL OF MINUTES

9. Council is asked to approve the January 21, 2020 City Council Meeting Minutes.

Upon a motion made by Ms. Devine and seconded by Mr. Duvall, Council voted unanimously to approve the January 21, 2020 City Council Meeting Minutes.

CONSENT AGENDA ITEMS 10 THROUGH 22

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to approve the **Consent Agenda Items 10, 11, and 13 through 22**.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, FEBRUARY 4, 2020**

10. Council is asked to approve a contract for Project WM4493; Installation of a new 6" Water Main Upgrade along Cedar Street and Renewal of Water Service along Elmore Street, as requested by Columbia Water. Award to Carolina Tap & Bore, Inc. in an amount not to exceed \$68,925.60, which includes contingency. This firm is located in West Columbia, SC. - *Approved*

Funding Source: Water and Sewer Capital Project Cost (5529999-WM449301-658650). The original budget amount is \$92,000.00.

This is a Mentor Protégé Program project. Carolina Tap & Bore, Inc. is the Mentor and will be performing bonding, purchase of materials, traffic control, skilled experience pipe installation, clean up and restoration, supervision of protégé and submission of pay applications at 65% (\$37,438.00) of the total contract value. LG Utilities, LLC, a Woman Owned Business Enterprise of Lugoff, SC, is the Protégé and will be providing equipment and personnel to complete work related tasks, pipe installation, clean up and restoration, traffic control, purchase of materials and invoicing at 35% (\$20,000.00) of the total contract value.

11. Council is asked to approve the Fiscal Year 2020 Water and Sewer Rate Study Update, as requested by Columbia Water. Award to Black & Veatch Management Consulting, LLC, as a Sole Source in the amount of \$118,125.00. This firm is located in Kansas City, MO and services are being provided out of Orlando, FL. - *Approved*

Funding Source: Engineering - Special Contracts W/S, SW (5511109-636600). The original budget amount is \$150,000.00.

12. ZONING MAP AMENDMENT for 0.66 acres S/S Hampton Street (p), TMS# 09009-10-01 (p) – *Deferred*

Council District:	2
Proposal:	Request to rezone the eastern portion of the parcel from PUD-R, -DD to C-1, -DD
Applicant:	Cubby Culbertson
Staff Recommendation:	Approval
PC Recommendation:	12/02/2019; Approval (7-0)

First reading approval was given on January 21, 2020.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, FEBRUARY 4, 2020**

13. ZONING MAP AMENDMENT CONFIRMATION for 2.69 acres NW/S Clemson Road; TMS# 25705-07-36 – *Approved on second reading.*

Council District: 4
 Proposal: Request to affirm zoning of General Commercial District (C-3). The property currently has interim zoning of General Commercial District (C-3).
 Applicant: Gallion Group, Inc
 Staff Recommendation: Annex, Assign Interim Land Use and Interim Zoning Approval
 PC Recommendation: 11/04/2019; Annex, Assign Interim Land Use & Interim Zoning Approval (6-0)

First reading approval was given on January 21, 2020.

14. FUTURE LAND USE MAP CONFIRMATION AMENDMENT for 2.69 NW/S Clemson Road; TMS# 25705-07-36 – *Approved on second reading.*

Ordinance No.: 2020-002 Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map to include 2.69 acres NW/S Clemson Road; Richland County TMS# 25705-07-36; annexed by Ordinance No.: 2019-100 enacted December 17, 2019 - *Approved on second reading.*

Council District: 4
 Proposal: Request to affirm land use classification of Regional Activity Corridor (AC-3) following the annexation of the property. The property currently has interim classification of Regional Activity Corridor (AC-3).
 Applicant: Gallion Group, Inc.
 Staff Recommendation: Confirm Land Use Approval
 PC Recommendation: 11/04/2019; Annex, Assign Land Use & Zoning Approval (6-0)

First reading approval was given on January 21, 2020.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
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15. FUTURE LAND USE MAP CONFIRMATION AMENDMENT for 7347 Garners Ferry Road; TMS# 16409-05-04 – *Approved on second reading.*

Ordinance No.: 2020-004 Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map to include 7347 Garners Ferry Road; Richland County TMS# 16409-05-04; annexed by Ordinance No.: 2019-108 enacted January 7, 2020 - *Approved on second reading.*

Council District: 3
 Proposal: Request to affirm land use classification of Community Activity Corridor (AC-2). The property currently has interim classification of Community Activity Corridor (AC-2).
 Applicant: Carolina Sales, Inc. of Columbia, SC / 7347 Garners Ferry Road, LLC
 Staff Recommendation: Confirm Land Use Approval
 PC Recommendation: 12/02/2019; Annex, Assign Land Use & Zoning Approval (7-0)

First reading approval was given on January 21, 2020.

16. ZONING MAP AMENDMENT CONFIRMATION for 7347 Garners Ferry Road; TMS# 16409-05-04 – *Approved on second reading.*

Council District: 3
 Proposal: Request to affirm zoning of General Commercial District (C-3). The property currently has interim zoning of General Commercial District (C-3).
 Applicant: Carolina Sales, Inc. of Columbia, SC / 7347 Garners Ferry Road, LLC
 Staff Recommendation: Confirm Zoning Approval
 PC Recommendation: 12/02/2019; Annex, Assign Interim Land Use & Zoning Approval (7-0)

First reading approval was given on January 21, 2020.



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**COLUMBIA CITY COUNCIL MEETING MINUTES
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17. FUTURE LAND USE MAP CONFIRMATION AMENDMENT for 8550 Farrow Road; TMS# 17104-05-01 – *Approved on second reading.*

Ordinance No.: 2020-003 Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map to include 8550 Farrow Road; Richland County TMS# 17104-05-01; annexed by Ordinance No.: 2019-101 enacted December 17, 2019 – *Approved on second reading.*

Council District: 1
 Proposal: Request to affirm land use classification of Community Activity Corridor (AC-2). The property currently has interim classification of Community Activity Corridor (AC-2).
 Applicant: Pantry Express, LLC
 Staff Recommendation: Confirm Land Use Approval
 PC Recommendation: 11/04/2019; Annex, Assign Land Use & Zoning Approval (6-0)

First reading approval was given on January 21, 2020.

18. ZONING MAP AMENDMENT CONFIRMATION for 8550 Farrow Road; TMS# 17104-05-01 – *Approved on second reading.*

Council District: 1
 Proposal: Request to affirm zoning of Light Industrial District (M-1). The property currently has interim zoning of Light Industrial District (M-1).
 Applicant: Pantry Express, LLC
 Staff Recommendation: Confirm Zoning Approval
 PC Recommendation: 11/04/2019; Annex, Assign Land Use & Zoning Approval (6-0)

First reading approval was given on January 21, 2020.



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19. Resolution No.: R-2020-007 Authorizing consumption of beer and wine only at the Sola Station and Canal Side Sign Lighting Party at Canalside on Thursday, March 26, 2020 with a rain contingency date of Thursday, April 2, 2020 - *Approved*
20. Resolution No.: R-2020-012 Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for the CMA Gala: Silver Scream Soiree on Saturday, March 7, 2020 - *Approved*
21. Resolution No.: R-2020-016 Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for the CMA "The Talk" on Wednesday, March 4, 2020 - *Approved*
22. Resolution No.: R-2020-021 Authorizing consumption of beer and wine beverages only at the Columbia Mardi Gras Festival at City Roots Urban Farm on Saturday, February 22, 2020 - *Approved*

PRESENTATIONS

23. Boy Scouts Day in the United Methodist Church Proclamation - The Honorable Mayor Stephen K. Benjamin

The Honorable Mayor Stephen K. Benjamin and the members of City Council proclaimed February 9, 2020 as Boy Scouts Day in the United Methodist Church in the City of Columbia.

ORDINANCES - FIRST READING

24. Ordinance No.: 2020-001 Granting an encroachment to Daniel Kadar for the use of right of way area of the 2000 block of Devine Street for the installation and maintenance of an iron tubing bicycle rack adjacent to 2222 Devine Street, Richland County TMS#11312-16-06 – *Approved on first reading.*

Upon a motion made by Mayor Benjamin and seconded by Mr. Davis, Council voted unanimously to give first reading approval to Ordinance No.: 2020-001 Granting an encroachment to Daniel Kadar for the use of right of way area of the 2000 block of Devine Street for the installation and maintenance of an iron tubing bicycle rack adjacent to 2222 Devine Street, Richland County TMS#11312-16-06.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
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RESOLUTIONS

25. Resolution No.: R-2020-009 Release and Abandonment of a Portion of the City of Columbia's Existing 10' Water Main Easement along Richland County TMS#17400-07-02 (Parcel 5, located at 2719 Clemson Road); CIP Project #W113-2/3-J, K2; CF#97-52 and CF#350-05d - *Approved*

Upon a motion made by Mr. Davis and seconded by Mr. Duvall, Council voted unanimously to approve Resolution No.: R-2020-009 Release and Abandonment of a Portion of the City of Columbia's Existing 10' Water Main Easement along Richland County TMS#17400-07-02 (Parcel 5, located at 2719 Clemson Road); CIP Project #W113-2/3-J, K2; CF#97-52 and CF#350-05d.

26. Resolution No.: R-2020-015 Adopting City of Columbia Fats, Oils and Grease (FOG) Forgivable Loan Program - *Commercial Corridor Redevelopment Plan - Approved*

Upon a motion made by Mr. Duvall and seconded by Mr. Brennan, Council voted unanimously to approve Resolution No.: R-2020-015 Adopting City of Columbia Fats, Oils and Grease (FOG) Forgivable Loan Program.

OTHER MATTERS

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

This request has been reviewed and approved by the Columbia Police Department and the Columbia Fire Department.

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to approve the Installation of two (2) Speed Humps on Wheat Street, as requested by the Public Works Department.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
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28. Adoption of the City Flag - *Approved*

Mayor Benjamin said I am excited about getting to this point today. We will have a formal resolution at our next meeting. It is important for the legislative record to indicate exactly our focus around the spirit of inclusion, what the three rivers mean, what under the wings of Columbia means, and our representation as the capital city with the six-pointed star, which also represents the resilience of this great city in 1865. I think it's been as inclusive of a process as you could ever have. Thank you all for your leadership.

Councilor Duvall suggested a flag replacement ceremony. They do this in the military where a battle flag is taken down and a new battle flag is put in place. Let's have a short ceremony, maybe at a council meeting, where we remove the cornstalks and put up the newly vetted flag.

Upon a motion made by Ms. Devine and seconded by Mr. Duvall, Council voted unanimously to approve the adoption of flag design 14A as the City of Columbia Flag.

APPOINTMENTS

29. Board of Zoning Appeals

Upon a motion made by Ms. Devine and seconded by Mr. Duvall, Council voted unanimously to approve the reappointment of Mr. Gene Dinkins, Jr. to the Board of Zoning Appeals.

30. Design Development Review Commission

Ms. Ashley Jenkins, Senior Executive Assistant to the City Manager said you have two reappointments and one additional appointment that is a community representative for district two. Chloe Jaco seems to be the best fit. After looking at state law, we have an architect filling a planner's seat. We don't have to unseat the architect, but it will be great to have a planner to fulfill the state requirement. You can also choose to reappoint one or both. It is best to keep Ms. Wildt in the architectural historian seat. Chloe Jaco will fulfill the state requirement, as well as be the representative for district two.

Upon a motion made by Mr. McDowell and seconded by Ms. Devine, Council voted unanimously to approve the reappointment of Angi Fuller Wildt and Bob Broom and the appointment of Chloe Jaco as the planner representative to the Design Development Review Commission.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
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31. Planning Commission

Upon a motion made by Mayor Benjamin and seconded by Ms. Devine, Council voted unanimously to approve the reappointments of Jamie Frost and Joel "Ford" Tupper and the appointment of Harris Cohn to the Planning Commission.

CONSIDERATION OF MATTERS DISCUSSED DURING THE WORK SESSION

No matters were considered at this time.

CITY COUNCIL COMMITTEE REPORTS/REFERRALS

No reports or referrals were received at this time.

APPEARANCE OF THE PUBLIC

No one appeared at this time.

ADJOURNMENT

Upon a motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted unanimously to adjourn the meeting at 6:46 p.m.

Respectfully submitted by:

Erika D. Moore, CMC
City Clerk

Hewlett Packard Enterprise Computer Equipment (Servers, Storage, and Peripherals) NASPO ValuePoint Max Contract Period: 10/01/2015 - 03/31/2020 Page last update: 02/07/2019	Procurement Manager Will Butler (803) 737-9854 wbutler@mmo.sc.gov
Contract Pricing for all Vendors listed below Hewlett Packard Enterprise Master Agreement SC Participating Addendum	
Any and all leasing will be through the State Term Contract for IT Equipment Leasing with Presidio Technology Capital, LLC Link to IT Equipment Leasing Contract Sheet	
Important Note: Please review the SC Participating Addendum (PA) prior to purchase as it lists exclusions to each individual vendor's contract. At a minimum no vendor is allowed to sell: instructional packages; AV equipment; whiteboards; any item for which there is a state term contract; software, software maintenance, subscriptions or downloads (except operating software with initial purchase of equipment).	

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Stacey Kearns

Phone: 512-319-3018 (office)

Phone: 501-205-6277 (mobile)

Email: stacey.lyn.kearns@hpe.com

Contract Number: 4400011431

Vendor Number: 7000228727

E-Rate SPIN: Not Available

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

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Applied Data Technologies

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Sales Contacts:

Terri Barnes

Phone: 803-417-4627

Email: terri.barnes@applieddatatech.com

Gretchen Baumann

Phone: 704-847-3000

Email: gretchen.baumann@applieddatatech.com

Ashley Powell

Phone: 803-230-4591

Email: ashley.powell@applieddatatech.com

Additional Contact:

Jennifer Clabeaux

Phone: 704-847-3000

Fax: 704-847-3077

Email: jennifer.clabeaux@applieddatatech.com

Contract Number: 4400011665

Vendor Number: 7000035423

E-Rate SPIN: 143031362

BlueAlly Technology Solutions LLC

Place, Send, or Fax Orders to:

Fax: 919-882-1069

Email: purchaseorders@blueally.com

Sales Contact:

Neal Hamilton

Phone: 704-996-1190

Email: nhamilton@blueally.com

Contract Number: 4400015768

Vendor Number: 7000233491

E-Rate SPIN: 143044080

BridgeTek Solutions LLC

Place, Send, or Fax Order to:

Phone: (864) 214-0221

Fax: (864) 214-0221

Email: sales@bridgeteksolutions.com

Sales Contact:

Kelley Turpin - VP of Sales and Marketing

Phone: (704) 517-3002

Email: kturpin@bridgeteksolutions.com

Technical Contact:

Jason Lepper (CTO)

Phone: (864) 214-0221

Email: jlepper@bridgeteksolutions.com

Contract Number: 4400020638

Vendor Number: 7000207039

E-Rate SPIN: 143037375

Carolina Advanced Digital, Inc.

Place, Send, or Fax Order to:

Fax: (919) 460-1314

Email: julie@cadinc.com

Sales Contact:

Julie Allen

Phone: (919) 469-1313 x211

Fax: (919) 460-1314

Email: julie@cadinc.com

Other Contact:

Jennifer Minella

Phone: (919) 469-1313 x101

Email: jjx@cadinc.com

Contract Number: 4400020639

Vendor Number: 7000049733

E-Rate SPIN: 143006840

CDW Government LLC

Place, Send, or Fax Order to:

Nicole Tuzzolino

230 N Milwaukee Avenue, Vernon Hills, IL 60061

Phone: 866-850-5223

Fax: 847-990-8124

Email: nicotuz@cdwg.com

On Site Sales Support:

Kyle Irwin

Phone: 919-272-6083

Fax: 847-990-8186

Email: kyleirw@cdw.com

Technical Contact:

William Frank

Phone: 866-723-2635

Fax: 847-968-1316

Email: william.frank@cdwg.com

Contract Number: 4400011502

Vendor Number: 7000033346

E-Rate SPIN: 143005588

Data Network Solutions Inc.

Place, Send, or Fax Orders to:

629 Lake Tide Drive, Chapin, SC 29036

Phone: 803-932-9915 (office)

Phone: 803-513-8434 (mobile)

Fax: 803-932-9914

Email: fred.reavis@datanetworksolutions.com

Contract Number: 4400015769

Vendor Number: 7000035473

E-Rate SPIN: 143021096

Edge Solutions LLC

Place, Send, or Fax Order to:

7 Old Roswell St, Alpharetta, GA 30009

Fax: 888-818-1114

Email: tjackson@edge-solutions.com**Sales Contacts:**

Sue Ahmed

Phone: 803-331-8788

Fax: 888-818-1114

Email: sahmed@edge-solutions.com

Theresa Jackson

Phone: 770-814-6531

Fax: 888-818-1114

Email: tjackson@edge-solutions.com

Contract Number: 4400017360

Vendor Number: 7000173641

E-Rate SPIN: Not Provided

Encore Technology Group

Place, Send or Fax Order to:

Fax: (864) 551-4809

Email: ap@encoretg.com**Sales Contacts:**

Stacy Kuper, Account Executive

Phone: (864) 542-7905

Email: skuper@encoretg.com

Matt Fowler, Account Executive

Phone: (864) 590-6102

Email: mfowler@encoretg.com

John Dockery, Account Executive

Phone: [\(864\) 979-4984](tel:(864)979-4984)Email: jdockery@encoretg.com**Other Contacts:**

Thomas Schwab, President - Solutions and Services

Phone: (864) 326-3226

Email: tschwab@encoretg.com

Russell Young, CFO

Phone: (864) 326-3612
Email: ryoung@encoretg.com

Contract Number: 4400020670
Vendor Number: 7000195727
E-Rate SPIN: 143037152

High Performance Technologies Inc.

Place, Send, or Fax Order to:
11111 Carmel Commons Blvd, STE 340, Charlotte, NC 28226
Fax: 704-552-9132
Email: april.hauxwell@highperfttech.com

Sales Contacts:
Blake Tinsley
Phone: 803-322-3237
Email: blake.tinsley@highperfttech.com

Keith Roach, VP of Sales
Phone: 336-337-4783
Email: keith.roach@highperfttech.com

Additional Contact:
David Fielder, VP of Solution Development
Phone: 336-669-5129
Fax: 704-552-9132

Contract Number: 4400011808
Vendor Number: 7000230922
E-Rate SPIN: Not Available

Pinnacle Network Solutions

Place, Send, or Fax Order to:
823 West Evans Street, Florence, SC 29501
Fax: 843-662-1685
Email: btiller@pinnacledns.com

Sales Contacts:
Brent Tiller
Phone: 843-662-1581 x 1001
Fax: 843-662-1685
Email: btiller@pinnacledns.com

Matt Glaz
Phone: 843-662-1581 x1002

Fax: 843-662-1685
Email: mglaz@pinnaclens.com

Additional Contacts:

Adam Blum

Phone: 843-662-1581 x 1011
Fax: 843-662-1685
Email: ablum@pinnaclens.com

Cliff Smith

Phone: 843-662-1581 x1010
Fax: 843-662-1685
Email: csmith@pinnaclens.com

Contract Number: 4400011664
Vendor Number: 7000130414
E-Rate SPIN: 143030744

SHI International Corp

Place, Send, or Fax Order to:

290 Davidson Avenue, Somerset, NJ 08873

Fax: 732-868-6066
Email: southeastteam@shi.com

State/Local Government Account Executive;

Tim Smith

Phone: 803-212-8717
Email: timothy_smith@shi.com

Higher Ed Account Executive:

Orlinda Rose

Phone: 770-906-1711
Email: orlinda_rose@shi.com

K-12 Account Executive

Willie Ivery

Phone: 404-729-0281
Email: willie_ivery@shi.com

Inside Sales Team Manager:

Jennifer Huseth

Phone: 732-868-6286
Email: jennifer_huseth@shi.com

Public Sector Contracts Specialist:

Nick Grappone

Phone: 732-564-8189
Email: nick_grappone@shi.com

Contract Number: 4400015783
Vendor Number: 7000178284
E-Rate SPIN: 143012572

Veristor Systems Inc.

Place, Send, or Fax Order to:
4850 River Green Parkway, Duluth, GA 30096
Fax: 678-990-1597
Email: marnold@veristor.com

On Site Sales Support:
Mike Arnold
Phone: 704-910-2484
Fax: 678-990-1597
Email: marnold@veristor.com

Technical Contact:
Jeff Garrett
Phone: 704-910-2484
Email: jgarrett@veristor.com

Contract Number: 4400011484
Vendor Number: 7000055365
E-Rate SPIN: Not Available

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

Cory A Williams
City of Columbia
1136 Washington St
COLUMBIA SC 29201-3224

02/20/2020

Support Account Reference: CITYOFCOLUMBIAEVA
HPE Reference Number: 49004324

Dear Cory A Williams:

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

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

Option 2: Provide a PO for the coverage dates specified in the enclosed referenced proposal.
Your PO must note at least one of the following, along with the support coverage period:

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

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

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

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

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

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

Sincerely,
Janelle Roberson
HPE Representative

SIGNATURE AUTHORIZATION METHOD (SAM)

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

(1) Customer Information:

Company Name
City of Columbia

Invoice to Address
PO BOX 147
Columbia SC 29217

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

☐ Initial Quote Number: 49004324

☐ ** AMP ID: N ML501598060

Support Account Reference: CITYOFCOLUMBIAEVA **Coverage Period:** 03/15/2020 - 03/14/2021

***The enclosed Support Account Overview dated 02/20/2020 summarizes the quotes contained within the above AMP ID.

This quote bundle is valid until: 03/14/2020

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

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

(3) REQUIRED- Tax Information:

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

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

Please bill me:

☐ Pre-Pay up front for the entire coverage term

☐ Annually

☐ Quarterly (Total annual amount must exceed \$20,000)

☐ Semi-Annually (Total annual amount must exceed \$20,000)

☐ Monthly (Total annual amount must exceed \$20,000)

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

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

Cardholder Name (Print) _____

Cardholder's Signature _____

Credit Card Invoice-To Address _____

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

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

Authorized Signature and Date

Printed Name, Title and Phone Number

(6) Completed form should be returned to:

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

TEL: 916 5401056
FAX:

Support Account Overview

AMP ID: N ML501598060
Special Terms and Conditions No: 4400011431

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

HPE Address:
Hewlett Packard Enterprise Company
8000 Foothills Blvd
ROSEVILLE CA 95747

Customer Contact:
Cory A Williams
Tel: (803) 737-4264
Fax:
E-mail Cory.Williams@columbiasc.gov

HPE Representative:
Janelle Roberson
Tel: 916 5401056
Fax:
E-mail janelle.roberson@hpe.com

This quote is valid until 03/14/2020

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

- Standard Terms: www.hpe.com/docs/customerterms
- Datasheets: www.hpe.com/info/mktlibrary

Your Support Access Options for Service Agreement Customers:

- Manage your service agreement online, visit - <https://s360.hpe.com> / <https://esam.hpe.com>
- HPE Support Center - www.hpe.com/support/hpesc

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

Support Account Reference	Service Agreement ID	Coverage Period From: To:	Description	Contract Total/USD
CITYOFCOLUMBIAEVA	1033 8532 1879	03/15/2020 03/14/2021	USE74413EL	26,927.23
SGA311002L	1048 2423 3195	03/15/2020 03/14/2021	SGA311002L	31,270.80
Total Excluding Taxes 1136 WASHINGTON ST COLUMBIA				58,198.03

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

Support Account Overview

AMP ID: N ML501598060

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

HPE Address:
Hewlett Packard Enterprise Company
8000 Foothills Blvd
ROSEVILLE CA 95747

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

Summary of Charges	
Hardware Support	47,657.35
SW Updates eDelivery	3,983.28
Software Helpdesk Services	37.68
Software Support-Labor	6,519.72
Total Excluding Taxes	58,198.03

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

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

Support Account Detail

Special Terms and Conditions No: 4400011431
Your PO Reference:
CCRN Number: 033853218A

Support Account Reference:
CITYOFCOLUMBIAEVA

HPE Reference No.: 49004324

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

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

Hardware Contact:
Cory A Williams
Tel: (803) 737-4264
Fax:

Software Contact:
Cory A Williams
Tel: (803) 737-4264
Fax:

This quote is valid until 03/14/2020
Coverage from: 03/15/2020 to: 03/14/2021

Service Agreement ID: 1033 8532 1879 For Support, please call: 866-211-5211

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

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

HPE Hardware Maintenance Onsite Support

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

AM868B	HP 8/24 Base 16-ports Enabled SAN Switch	USB416U1HB	1	36.85
AM868B	HP 8/24 Base 16-ports Enabled SAN Switch	USB416U1H8	1	36.85
AM868B	HP 8/24 Base 16-ports Enabled SAN Switch	USB416U1HF	1	36.85
AM868B	HP 8/24 Base 16-ports Enabled SAN Switch	USB416U1HT	1	36.85
AM867A	HP 8/8 (8)-ports Enabled SAN Switch	USB901T7TB	1	42.34
AM867A	HP 8/8 (8)-ports Enabled SAN Switch	USB901T7SV	1	42.34
AM868A	HP 8/24 Base 16-ports Enabled SAN Switch	USB120U1RE	1	43.90
AM868A	HP 8/24 Base 16-ports Enabled SAN Switch	USB120U1PP	1	43.90
QK721AR	HP P6550 EVA Dual Cntrl Stor Reman Rack	SGA311002L	1	119.17

Please note HPE can no longer support this item from: 12/31/2021

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

Special Terms and Conditions No: 4400011431
Your PO Reference:
CCRN Number: 033853218A

Product No.	Description	Serial No.	Coverage Period from: to:	Qty	Price/USD
QK721AR	HP P6550 EVA Dual Cntrl Stor Reman Rack	SGA315000R		1	119.17
	Please note HPE can no longer support this item from: 12/31/2021				
783359-S01	HP DL160 Gen9 E5-2620v3 SFF US Svr/S-Buy	2M25210210		1	57.23
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2122C0AH		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2122C0AD		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2122C0A9		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2122C0A6		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2122C0A4		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2122C0A0		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2122C09Z		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2122C08L		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2122C089		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2122C087		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2122C05G		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2121C9SN		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2121C9PX		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2121C9PG		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2121C9N9		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2121C9MU		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2121C9L7		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2121C9L2		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2121C9L0		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2121C9KV		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2121C9GV		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2121C9GB		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				

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

Special Terms and Conditions No: 4400011431
Your PO Reference:
CCRN Number: 033853218A

Product No.	Description	Serial No.	Coverage Period from: to:	Qty	Price/USD
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD Please note HPE can no longer support this item from: 12/31/2021	TH2121C9G1		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD Please note HPE can no longer support this item from: 12/31/2021	TH2121C9FG		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD Please note HPE can no longer support this item from: 12/31/2021	TH2121C9DL		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD Please note HPE can no longer support this item from: 12/31/2021	TH2121C9DD		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD Please note HPE can no longer support this item from: 12/31/2021	TH2121C8JN		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD Please note HPE can no longer support this item from: 12/31/2021	TH2121C8JL		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD Please note HPE can no longer support this item from: 12/31/2021	TH2121C8GK		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD Please note HPE can no longer support this item from: 12/31/2021	TH2121C8GC		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD Please note HPE can no longer support this item from: 12/31/2021	TH2121C8GB		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD Please note HPE can no longer support this item from: 12/31/2021	TH2121C8G3		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD Please note HPE can no longer support this item from: 12/31/2021	TH2121C8G1		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD Please note HPE can no longer support this item from: 12/31/2021	TH2121C8FZ		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD Please note HPE can no longer support this item from: 12/31/2021	TH2121C8FS		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD Please note HPE can no longer support this item from: 12/31/2021	TH2121C8FK		1	9.41
252663-D74	HPE Basic 4.9kVA/L6-30P/NA/J Core PDU	CN04420270		1	0.00
252663-D74	HPE Basic 4.9kVA/L6-30P/NA/J Core PDU	CN04420266		1	0.00
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD Please note HPE can no longer support this item from: 12/31/2021	TH2144C08R		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD Please note HPE can no longer support this item from: 12/31/2021	TH2144C04R		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD Please note HPE can no longer support this item from: 12/31/2021	TH2140C7WR		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD Please note HPE can no longer support this item from: 12/31/2021	TH2140C7WM		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD Please note HPE can no longer support this item from: 12/31/2021	TH2140C7VZ		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD Please note HPE can no longer support this item from: 12/31/2021	TH2140C7VH		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD Please note HPE can no longer support this item from: 12/31/2021	TH2140C7UX		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD Please note HPE can no longer support this item from: 12/31/2021	TH2140C7UV		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2140C7UP		1	9.41

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

Special Terms and Conditions No: 4400011431
 Your PO Reference:
 CCRN Number: 033853218A

Product No.	Description	Serial No.	Coverage Period from: to:	Qty	Price/USD
	Please note HPE can no longer support this item from: 12/31/2021				
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2140C7TR		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2140C7TP		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2140C7SY		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2140C7S7		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2140C7S4		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2140C7RL		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2140C7P6		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2140C7NZ		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2140C7ME		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2140C7KL		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2140C7K7		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2140C7JY		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2140C7HN		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2140C7HM		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2140C7HH		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2140C7H0		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2140C7GS		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2140C7GP		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2140C7G7		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2129C1ZU		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2129C1ZN		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2122C0AR		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2122C0AP		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				

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

Special Terms and Conditions No: 4400011431
 Your PO Reference:
 CCRN Number: 033853218A

Product No.	Description	Serial No.	Coverage Period from: to:	Qty	Price/USD
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD Please note HPE can no longer support this item from: 12/31/2021	6C3316K08R		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD Please note HPE can no longer support this item from: 12/31/2021	6C3316K08B		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD Please note HPE can no longer support this item from: 12/31/2021	6C3316K07S		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD Please note HPE can no longer support this item from: 12/31/2021	6C3316K06Y		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD Please note HPE can no longer support this item from: 12/31/2021	6C3316K06R		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD Please note HPE can no longer support this item from: 12/31/2021	6C3316K06K		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD Please note HPE can no longer support this item from: 12/31/2021	6C3316K04G		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD Please note HPE can no longer support this item from: 12/31/2021	6C3316K04E		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD Please note HPE can no longer support this item from: 12/31/2021	6C3316K045		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD Please note HPE can no longer support this item from: 12/31/2021	6C3316K041		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD Please note HPE can no longer support this item from: 12/31/2021	6C3316K03B		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD Please note HPE can no longer support this item from: 12/31/2021	6C3316K038		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD Please note HPE can no longer support this item from: 12/31/2021	6C3316K035		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD Please note HPE can no longer support this item from: 12/31/2021	6C3316K02M		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD Please note HPE can no longer support this item from: 12/31/2021	6C3316K01B		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD Please note HPE can no longer support this item from: 12/31/2021	6C3316K019		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD Please note HPE can no longer support this item from: 12/31/2021	6C3315K1CP		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD Please note HPE can no longer support this item from: 12/31/2021	6C3315K1CM		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD Please note HPE can no longer support this item from: 12/31/2021	6C3315K1CK		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD Please note HPE can no longer support this item from: 12/31/2021	6C3315K1A7		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD Please note HPE can no longer support this item from: 12/31/2021	6C3315K1A3		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD Please note HPE can no longer support this item from: 12/31/2021	6C3315K1A0		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD Please note HPE can no longer support this item from: 12/31/2021	6C3315K17X		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3315K17C		1	9.41

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

Special Terms and Conditions No: 4400011431
Your PO Reference:
CCRN Number: 033853218A

Product No.	Description	Serial No.	Coverage Period from: to:	Qty	Price/USD
	Please note HPE can no longer support this item from: 12/31/2021				
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3315K161		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3315K14U		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3315K13Y		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3315K10G		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3315K0UY		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3315K0U9		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
AJ840AR	HP M6625 2.5inch SAS Drv Reman Enclosure	5C7213P1E6		1	28.22
	Please note HPE can no longer support this item from: 12/31/2021				
AJ840AR	HP M6625 2.5inch SAS Drv Reman Enclosure	5C7209P2LD		1	28.22
	Please note HPE can no longer support this item from: 12/31/2021				
AJ840AR	HP M6625 2.5inch SAS Drv Reman Enclosure	5C7209P0KG		1	28.22
	Please note HPE can no longer support this item from: 12/31/2021				
AJ840AR	HP M6625 2.5inch SAS Drv Reman Enclosure	5C7206P21K		1	28.22
	Please note HPE can no longer support this item from: 12/31/2021				
H6J66AR	HPE 42U 600x1075mm Adv Shock Reman Rack	3UV1502D17		1	0.00
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2121C8FH		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2121C8DD		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2121C88A		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2121C2GJ		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
AJ832AR	HP M6612 3.5inch SAS Drv Reman Enclosure	7CE402P783		1	28.22
	Please note HPE can no longer support this item from: 12/31/2021				
AJ832AR	HP M6612 3.5inch SAS Drv Reman Enclosure	7CE402P77D		1	28.22
	Please note HPE can no longer support this item from: 12/31/2021				
AJ832AR	HP M6612 3.5inch SAS Drv Reman Enclosure	7CE402P77B		1	28.22
	Please note HPE can no longer support this item from: 12/31/2021				
AJ832AR	HP M6612 3.5inch SAS Drv Reman Enclosure	5C7332P3M9		1	28.22
	Please note HPE can no longer support this item from: 12/31/2021				
AJ832AR	HP M6612 3.5inch SAS Drv Reman Enclosure	5C7130P1LA		1	28.22
	Please note HPE can no longer support this item from: 12/31/2021				
AJ832AR	HP M6612 3.5inch SAS Drv Reman Enclosure	5C7130P1L0		1	28.22
	Please note HPE can no longer support this item from: 12/31/2021				
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3347K0LA		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3347K0L7		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3347K0L6		1	9.41

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

Special Terms and Conditions No: 4400011431
Your PO Reference:
CCRN Number: 033853218A

Product No.	Description	Serial No.	Coverage Period from: to:	Qty	Price/USD
	Please note HPE can no longer support this item from: 12/31/2021				
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3347K0L4		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3347K0L2		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3347K0KZ		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3347K0KX		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3347K0KV		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3347K0KU		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3347K0KT		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3316K0SZ		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3316K0HM		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3316K0HC		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3316K0DX		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3316K0DU		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3316K0DA		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3316K0CG		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3316K0CD		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3316K0C3		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3316K0BM		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3316K0BA		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3316K0B8		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3316K0AY		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3316K0AL		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3316K09Y		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3316K097		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				

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Special Terms and Conditions No: 4400011431
Your PO Reference:
CCRN Number: 033853218A

Product No.	Description	Serial No.	Coverage Period from: to:	Qty	Price/USD
BW932A	HPE 600mm Rack Stabilizer Kit			1	0.00
BW906A	HPE 42U 1075mm Side Panel Kit			1	0.00
AF500A	HP 2 7X C-13 MOD PDU STK INTL			4	0.00
	HPE Collaborative Remote Support				
	Basic Software Phone Support				
	Collaborative Call Managemnt				
	24 Hours, Day 1-7 Phone Supp				
	Standard Response Time				
783359-S01	HP DL160 Gen9 E5-2620v3 SFF US Svr/S-Buy	2M25210210		1	3.14

Discounts

Government Header Discount % -20%	537.00-
Pre Payment HdrDisc% -2%	42.73-

*** Software Support ***

HPE Software Technical Unlimited Support

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

*** Hardware Support ***

UJ558AC	HPE Ind Std Svrs Return to HW Supp The HPE Return to Support charge for this contract is (\$38.82). This amount will be included in your first/current month total	04/14/2020	38.82
UJ559AC	HPE Storage Return to HW Supp The HPE Return to Support charge for this contract is (\$1,625.17). This amount will be included in your first/current month total	04/14/2020	1,625.17

Discounts

Government Header Discount % -20%	416.00-
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Special Terms and Conditions No: 4400011431
Your PO Reference:
CCRN Number: 033853218A

Product No.	Description	Serial No.	Coverage Period from:to:	Qty	Price/USD
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Summary of Charges	
Hardware Support	3,766.12
Hardware Support Tax SC	0.00
Software Helpdesk Services	3.14
Software Helpdesk Services Tax SC	0.00
TOTAL INCLUDING TAX	3,769.26

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

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

Support Account Detail

Special Terms and Conditions No: 4400011431
Your PO Reference:
CCRN Number: 0482423312

Support Account Reference: SGA311002L

HPE Reference No.: 48985546

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

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

Hardware Contact:
Cory A Williams
Tel: (803) 737-4264
Fax:

Software Contact:
Cory A Williams
Tel: (803) 737-4264
Fax:

This quote is valid until 03/14/2020
Coverage from: 03/15/2020 to: 03/14/2021

Service Agreement ID: 1048 2423 3195 For Support, please call: 866-211-5211

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

Participating Addendum #4400011431 must be cited on Purchase Order

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

HPE Hardware Maintenance Onsite Support

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

H6J66AR	HPE 42U 600x1075mm Adv Shock Reman Rack	3UV1502D15	1	0.00
QK721AR	HP P6550 EVA Dual Cntrl Stor Reman Rack	SGA311002L	1	119.17
Please note HPE can no longer support this item from: 12/31/2021				
AJ832AR	HP M6612 3.5inch SAS Drv Reman Enclosure	5C7130P16E	1	28.22
Please note HPE can no longer support this item from: 12/31/2021				
AJ832AR	HP M6612 3.5inch SAS Drv Reman Enclosure	5C7130P0G7	1	28.22
Please note HPE can no longer support this item from: 12/31/2021				
AJ832AR	HP M6612 3.5inch SAS Drv Reman Enclosure	5C7130P1MD	1	28.22
Please note HPE can no longer support this item from: 12/31/2021				

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Special Terms and Conditions No: 4400011431
Your PO Reference:
CCRN Number: 0482423312

Product No.	Description	Serial No.	Coverage Period from: to:	Qty	Price/USD
AJ832AR	HP M6612 3.5inch SAS Drv Reman Enclosure Please note HPE can no longer support this item from: 12/31/2021	5C7130P17A		1	28.22
AJ832AR	HP M6612 3.5inch SAS Drv Reman Enclosure Please note HPE can no longer support this item from: 12/31/2021	5CE402P8E1		1	28.22
AJ832AR	HP M6612 3.5inch SAS Drv Reman Enclosure Please note HPE can no longer support this item from: 12/31/2021	CN8124P209		1	28.22
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD Please note HPE can no longer support this item from: 12/31/2021	TH2129C1ZG		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD Please note HPE can no longer support this item from: 12/31/2021	THN411C0FH		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD Please note HPE can no longer support this item from: 12/31/2021	TH2140C7KP		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD Please note HPE can no longer support this item from: 12/31/2021	THN411C08V		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD Please note HPE can no longer support this item from: 12/31/2021	THN411C0EU		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD Please note HPE can no longer support this item from: 12/31/2021	THN411C0G4		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD Please note HPE can no longer support this item from: 12/31/2021	TH2129C205		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD Please note HPE can no longer support this item from: 12/31/2021	TH2140C7PC		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD Please note HPE can no longer support this item from: 12/31/2021	TH2121C9FJ		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD Please note HPE can no longer support this item from: 12/31/2021	TH2140C7NX		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD Please note HPE can no longer support this item from: 12/31/2021	TH2140C7RZ		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD Please note HPE can no longer support this item from: 12/31/2021	THN411C0EX		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD Please note HPE can no longer support this item from: 12/31/2021	THN411C0F7		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD Please note HPE can no longer support this item from: 12/31/2021	TH2121C9G6		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD Please note HPE can no longer support this item from: 12/31/2021	TH2121C9MX		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD Please note HPE can no longer support this item from: 12/31/2021	TH2140C7P2		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD Please note HPE can no longer support this item from: 12/31/2021	THN411C0C7		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD Please note HPE can no longer support this item from: 12/31/2021	TH2140C7UJ		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD Please note HPE can no longer support this item from: 12/31/2021	TH2140C7PD		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD Please note HPE can no longer support this item from: 12/31/2021	TH2140C7UM		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2129C1ZL		1	9.41

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Special Terms and Conditions No: 4400011431
Your PO Reference:
CCRN Number: 0482423312

Product No.	Description	Serial No.	Coverage Period from: to:	Qty	Price/USD
AW590AR	Please note HPE can no longer support this item from: 12/31/2021 HP M6612 2TB 6G SAS 7.2K MDL Reman HDD TH2140C7W5			1	9.41
AW590AR	Please note HPE can no longer support this item from: 12/31/2021 HP M6612 2TB 6G SAS 7.2K MDL Reman HDD TH2140C7T6			1	9.41
AW590AR	Please note HPE can no longer support this item from: 12/31/2021 HP M6612 2TB 6G SAS 7.2K MDL Reman HDD TH2140C7GN			1	9.41
AW590AR	Please note HPE can no longer support this item from: 12/31/2021 HP M6612 2TB 6G SAS 7.2K MDL Reman HDD TH2140C7GA			1	9.41
AW590AR	Please note HPE can no longer support this item from: 12/31/2021 HP M6612 2TB 6G SAS 7.2K MDL Reman HDD TH2140C7K9			1	9.41
AW590AR	Please note HPE can no longer support this item from: 12/31/2021 HP M6612 2TB 6G SAS 7.2K MDL Reman HDD TH2140C7GB			1	9.41
AW590AR	Please note HPE can no longer support this item from: 12/31/2021 HP M6612 2TB 6G SAS 7.2K MDL Reman HDD TH2140C7JU			1	9.41
AW590AR	Please note HPE can no longer support this item from: 12/31/2021 HP M6612 2TB 6G SAS 7.2K MDL Reman HDD THN411C0G8			1	9.41
AW590AR	Please note HPE can no longer support this item from: 12/31/2021 HP M6612 2TB 6G SAS 7.2K MDL Reman HDD THN411C07A			1	9.41
AW590AR	Please note HPE can no longer support this item from: 12/31/2021 HP M6612 2TB 6G SAS 7.2K MDL Reman HDD TH2140C7UT			1	9.41
AW590AR	Please note HPE can no longer support this item from: 12/31/2021 HP M6612 2TB 6G SAS 7.2K MDL Reman HDD TH2140C7V4			1	9.41
AW590AR	Please note HPE can no longer support this item from: 12/31/2021 HP M6612 2TB 6G SAS 7.2K MDL Reman HDD TH2140C7WP			1	9.41
AW590AR	Please note HPE can no longer support this item from: 12/31/2021 HP M6612 2TB 6G SAS 7.2K MDL Reman HDD THN411C0EP			1	9.41
AW590AR	Please note HPE can no longer support this item from: 12/31/2021 HP M6612 2TB 6G SAS 7.2K MDL Reman HDD THN411C0E3			1	9.41
AW590AR	Please note HPE can no longer support this item from: 12/31/2021 HP M6612 2TB 6G SAS 7.2K MDL Reman HDD THN411C0FG			1	9.41
AW590AR	Please note HPE can no longer support this item from: 12/31/2021 HP M6612 2TB 6G SAS 7.2K MDL Reman HDD TH2140C7SZ			1	9.41
AW590AR	Please note HPE can no longer support this item from: 12/31/2021 HP M6612 2TB 6G SAS 7.2K MDL Reman HDD THN411C0G7			1	9.41
AW590AR	Please note HPE can no longer support this item from: 12/31/2021 HP M6612 2TB 6G SAS 7.2K MDL Reman HDD THN411C0FZ			1	9.41
AW590AR	Please note HPE can no longer support this item from: 12/31/2021 HP M6612 2TB 6G SAS 7.2K MDL Reman HDD THN411C0EF			1	9.41
AW590AR	Please note HPE can no longer support this item from: 12/31/2021 HP M6612 2TB 6G SAS 7.2K MDL Reman HDD TH2121C8FX			1	9.41
AW590AR	Please note HPE can no longer support this item from: 12/31/2021 HP M6612 2TB 6G SAS 7.2K MDL Reman HDD TH2121C9H0			1	9.41
AW590AR	Please note HPE can no longer support this item from: 12/31/2021 HP M6612 2TB 6G SAS 7.2K MDL Reman HDD TH2121C9G3			1	9.41
AW590AR	Please note HPE can no longer support this item from: 12/31/2021 HP M6612 2TB 6G SAS 7.2K MDL Reman HDD TH2140C7UK			1	9.41

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Special Terms and Conditions No: 4400011431
Your PO Reference:
CCRN Number: 0482423312

Product No.	Description	Serial No.	Coverage Period from: to:	Qty	Price/USD
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD Please note HPE can no longer support this item from: 12/31/2021	TH2121C9FN		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD Please note HPE can no longer support this item from: 12/31/2021	TH2121C8J6		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD Please note HPE can no longer support this item from: 12/31/2021	TH2140C7NW		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD Please note HPE can no longer support this item from: 12/31/2021	TH2129C1ZS		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD Please note HPE can no longer support this item from: 12/31/2021	TH2140C7RP		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD Please note HPE can no longer support this item from: 12/31/2021	TH2144C08J		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD Please note HPE can no longer support this item from: 12/31/2021	TH2140C7TJ		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD Please note HPE can no longer support this item from: 12/31/2021	THN411C0G6		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD Please note HPE can no longer support this item from: 12/31/2021	TH2140C7W9		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD Please note HPE can no longer support this item from: 12/31/2021	TH2140C7H2		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD Please note HPE can no longer support this item from: 12/31/2021	TH2140C7VD		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD Please note HPE can no longer support this item from: 12/31/2021	TH2140C7P9		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD Please note HPE can no longer support this item from: 12/31/2021	THN411C0G5		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD Please note HPE can no longer support this item from: 12/31/2021	TH2140C7WZ		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD Please note HPE can no longer support this item from: 12/31/2021	TH2140C7PK		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD Please note HPE can no longer support this item from: 12/31/2021	TH2140C7GZ		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD Please note HPE can no longer support this item from: 12/31/2021	TH2140C7SW		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD Please note HPE can no longer support this item from: 12/31/2021	TH2140C7T8		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD Please note HPE can no longer support this item from: 12/31/2021	TH2129C1ZF		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD Please note HPE can no longer support this item from: 12/31/2021	TH2129C1ZW		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD Please note HPE can no longer support this item from: 12/31/2021	TH2140C7HU		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD Please note HPE can no longer support this item from: 12/31/2021	THN411C0EY		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD Please note HPE can no longer support this item from: 12/31/2021	TH2121C8G9		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2140C7GF		1	9.41

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

Special Terms and Conditions No: 4400011431
Your PO Reference:
CCRN Number: 0482423312

Product No.	Description	Serial No.	Coverage Period from: to:	Qty	Price/USD
AW590AR	Please note HPE can no longer support this item from: 12/31/2021 HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	THN411C0ER		1	9.41
AW590AR	Please note HPE can no longer support this item from: 12/31/2021 HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	THN411C0F6		1	9.41
AW590AR	Please note HPE can no longer support this item from: 12/31/2021 HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2140C7MF		1	9.41
AW590AR	Please note HPE can no longer support this item from: 12/31/2021 HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2129C1ZK		1	9.41
AJ840AR	Please note HPE can no longer support this item from: 12/31/2021 HP M6625 2.5inch SAS Drv Reman Enclosure	CN8101P0U3		1	28.22
AJ840AR	Please note HPE can no longer support this item from: 12/31/2021 HP M6625 2.5inch SAS Drv Reman Enclosure	CN800803M2		1	28.22
AJ840AR	Please note HPE can no longer support this item from: 12/31/2021 HP M6625 2.5inch SAS Drv Reman Enclosure	CN893202RT		1	28.22
AJ840AR	Please note HPE can no longer support this item from: 12/31/2021 HP M6625 2.5inch SAS Drv Reman Enclosure	CN8130P0Y9		1	28.22
QR478AR	Please note HPE can no longer support this item from: 12/31/2021 HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3347K0UM		1	9.41
QR478AR	Please note HPE can no longer support this item from: 12/31/2021 HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3315K17Y		1	9.41
QR478AR	Please note HPE can no longer support this item from: 12/31/2021 HP M6625 900GB 6G SAS 2.5in Reman HDD	2C7224K333		1	9.41
QR478AR	Please note HPE can no longer support this item from: 12/31/2021 HP M6625 900GB 6G SAS 2.5in Reman HDD	2C7228K28W		1	9.41
QR478AR	Please note HPE can no longer support this item from: 12/31/2021 HP M6625 900GB 6G SAS 2.5in Reman HDD	2C6246K0B5		1	9.41
QR478AR	Please note HPE can no longer support this item from: 12/31/2021 HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3315K19U		1	9.41
QR478AR	Please note HPE can no longer support this item from: 12/31/2021 HP M6625 900GB 6G SAS 2.5in Reman HDD	2C6246K0BB		1	9.41
QR478AR	Please note HPE can no longer support this item from: 12/31/2021 HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3316K05C		1	9.41
QR478AR	Please note HPE can no longer support this item from: 12/31/2021 HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3315K19M		1	9.41
QR478AR	Please note HPE can no longer support this item from: 12/31/2021 HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3316K0HK		1	9.41
QR478AR	Please note HPE can no longer support this item from: 12/31/2021 HP M6625 900GB 6G SAS 2.5in Reman HDD	2C6246K0C6		1	9.41
QR478AR	Please note HPE can no longer support this item from: 12/31/2021 HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3316K086		1	9.41
QR478AR	Please note HPE can no longer support this item from: 12/31/2021 HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3315K1A5		1	9.41
QR478AR	Please note HPE can no longer support this item from: 12/31/2021 HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3316K07B		1	9.41
QR478AR	Please note HPE can no longer support this item from: 12/31/2021 HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3316K0FB		1	9.41

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

Special Terms and Conditions No: 4400011431
Your PO Reference:
CCRN Number: 0482423312

Product No.	Description	Serial No.	Coverage Period from: to:	Qty	Price/USD
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD Please note HPE can no longer support this item from: 12/31/2021	2C7224K32W		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD Please note HPE can no longer support this item from: 12/31/2021	6C3315K12P		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD Please note HPE can no longer support this item from: 12/31/2021	2C6246K0B9		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD Please note HPE can no longer support this item from: 12/31/2021	6C3315K1CT		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD Please note HPE can no longer support this item from: 12/31/2021	6C3315K132		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD Please note HPE can no longer support this item from: 12/31/2021	6C3315K0U4		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD Please note HPE can no longer support this item from: 12/31/2021	6C3316K03H		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD Please note HPE can no longer support this item from: 12/31/2021	6C3316K04B		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD Please note HPE can no longer support this item from: 12/31/2021	6C3316K0DE		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD Please note HPE can no longer support this item from: 12/31/2021	2C6246K0BA		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD Please note HPE can no longer support this item from: 12/31/2021	2C6246K0B8		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD Please note HPE can no longer support this item from: 12/31/2021	6C3316K091		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD Please note HPE can no longer support this item from: 12/31/2021	2C6246K0C8		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD Please note HPE can no longer support this item from: 12/31/2021	6C3347K0UF		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD Please note HPE can no longer support this item from: 12/31/2021	6C3347K0US		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD Please note HPE can no longer support this item from: 12/31/2021	2C7228K28M		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD Please note HPE can no longer support this item from: 12/31/2021	6C3315K1CL		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD Please note HPE can no longer support this item from: 12/31/2021	2C6246K0BD		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD Please note HPE can no longer support this item from: 12/31/2021	6C3316K073		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD Please note HPE can no longer support this item from: 12/31/2021	2C7224K33L		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD Please note HPE can no longer support this item from: 12/31/2021	2C7224K32H		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD Please note HPE can no longer support this item from: 12/31/2021	6C3315K1CV		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD Please note HPE can no longer support this item from: 12/31/2021	6C3315K1CR		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3316K0DV		1	9.41

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

Special Terms and Conditions No: 4400011431
Your PO Reference:
CCRN Number: 0482423312

Product No.	Description	Serial No.	Coverage Period from: to:	Qty	Price/USD
	Please note HPE can no longer support this item from: 12/31/2021				
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3316K0BE		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3316K057		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3316K0AH		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3316K0HF		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3316K066		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3315K0V2		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3316K0B5		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3316K0HH		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3316K09J		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	2C7224K33A		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	2C7224K330		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3347K0UK		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3316K0EZ		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3316K08P		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3316K0D1		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3347K0UP		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3347K0UR		1	9.41
	Please note HPE can no longer support this item from: 12/31/2021				
BW932A	HPE 600mm Rack Stabilizer Kit			1	0.00
BW906A	HPE 42U 1075mm Side Panel Kit			1	0.00
AF500A	HP 2 7X C-13 MOD PDU STK INTL			4	0.00
252663-D74	HPE Basic 4.9kVA/L6-30P/NA/J Core PDU	CN04420255		1	0.00
252663-D74	HPE Basic 4.9kVA/L6-30P/NA/J Core PDU	CN04420267		1	0.00

Discounts

Government Header Discount % -20%	409.60-
Pre Payment HdrDisc% -2%	32.55-

*** Software Support ***

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

Special Terms and Conditions No: 4400011431
Your PO Reference:
CCRN Number: 0482423312

Product No.	Description	Serial No.	Coverage Period from: to:	Qty	Price/USD
	HPE Software Technical Unlimited Support				
	SW Technical Support				
	SW Electronic Support				
	24 Hrs Std Office Days				
	24 Hrs Day 6				
	24 Hrs Day 7				
	Holidays Covered				
	Standard Response				
	Access to Adv Tech Specialists				
T5494KAE	HP P6000 CV v10.3 E-Software Suite			1	0.00
	Please note HPE can no longer support this item from: 12/31/2021				
TA811AAE	HP P6500 Command View SW E-LTU			1	172.48
	Please note HPE can no longer support this item from: 12/31/2021				
TA824AAE	HP P6500 Continuous Access SW E-LTU			1	260.29
	Please note HPE can no longer support this item from: 12/31/2021				
TA827AAE	HP P6500 Business Copy SW E-LTU			1	110.54
	Please note HPE can no longer support this item from: 12/31/2021				
	HPE Software Updates SVC				
	License to Use & SW Updates				
	HPE Recommended SW Upd Method				
	HPE Recommended Doc Upd Method				
T5494KAE	HP P6000 CV v10.3 E-Software Suite			1	0.00
	Please note HPE can no longer support this item from: 12/31/2021				
TA811AAE	HP P6500 Command View SW E-LTU			1	91.73
	Please note HPE can no longer support this item from: 12/31/2021				
TA824AAE	HP P6500 Continuous Access SW E-LTU			1	138.77
	Please note HPE can no longer support this item from: 12/31/2021				
TA827AAE	HP P6500 Business Copy SW E-LTU			1	58.80
	Please note HPE can no longer support this item from: 12/31/2021				
Discounts					
Government Header Discount % -20%					212.40-
Pre Payment HdrDisc% -2%					16.99-
*** Hardware Support ***					
UJ559AC	HPE Storage Return to HW Supp		04/14/2020		1,497.60
	The HPE Return to Support charge for this contract is (\$1,497.60). This amount will be included in your first/current month total				
Discounts					
Government Header Discount % -20%					374.40-
*** Software Support ***					
HU3Q5AC	Return to SW Support		04/14/2020		511.68

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

Special Terms and Conditions No: 4400011431
Your PO Reference:
CCRN Number: 0482423312

Product No.	Description	Serial No.	Coverage Period from: to:	Qty	Price/USD
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The HPE Return to Support charge for this contract is (\$511.68). This amount will
be included in your first/current month total

Discounts

Government Header Discount % -20%

127.92-

Summary of Charges

Hardware Support	3,103.45
Hardware Support Tax SC	0.00
SW Updates eDelivery	800.98
SW Updates eDelivery Tax SC	0.00
Software Support-Labor	543.31
Software Support-Labor Tax SC	43.46
TOTAL INCLUDING TAX	4,491.20

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

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

Payment Schedule as of 02/20/2020**AMP ID: N ML501598060****Settlement Period from: From: 03/15/2020 to: 03/14/2021**

Support Account Reference	
	03/15/2020
	03/14/2021
CITYOFCOLUMBIAEVA	26,927.23
SGA311002L	31,270.80
Total for the period	
1136 WASHINGTON ST COLUMBIA	58,198.03
Applicable tax to be added to the invoice.	

Print Date 02/20/2020**Page 21 / 21**

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

Vic Bailey Ford			
David Vetter 864.585.3600 or 800.922.1365			
PU-1G: 2020 FORD RANGER EXTENDED CAB 4x2			
Contract #: 4400022488			
Standard Equipment Included - Ford Ranger:			
2.3L EcoBoost Engine		Power Steering	
Automatic Transmission		Power Brakes	
A/C		Cruise Control	
AM/ FM Radio		Vinyl Bench Seat	
Heavy Duty Rubber Floor		6' Pick-Up Body - Extended Cab	
Power Windows and Door Locks		5' Pick-Up Body - Crew Cab Mo	
SC STATE CONTRACT PRICE:			
Auxiliary Power Connection			
Bedliner (Spray-In)			
IMF			
TOTAL SC STATE CONTRACT PRICE:			
TOTAL SC STATE CONTRACT PRICE 3-EACH:			

[illegible]

DeAna Reed-Sharpe, Procurement Manager
 Phone: (803)896-6389
 Email: drsharpe@mmo.sc.gov

Materials Management Office
 1201 Main Street, Suite 600
 Columbia, South Carolina 29201

Page: 1
 Date: 11/1/2019

PICKUP INDEX

	Initial Contract Term	Contract Rollover Dates	Order Cutoff Date	Base Price
PU-1G: Gasoline, Compact Pickup, King/Extended Cab, 4x2 w/4x4 Option Ford Ranger R1E	11/1/19 - 10/31/20	TBD - TBD	TBD	\$22,253.00
PU-3: Gasoline, 1/2 Ton, Reg. Cab ONLY, Long Bed, 4x2 w/4x4 Option Ram 1500 DS1L62	11/1/19 - 10/31/20	TBD - TBD	TBD	\$19,998.00
PU-3: Gasoline, 1/2 Ton, Reg. Cab ONLY, Long Bed, 4x2 w/4x4 Option Ford F150 F1C	11/1/19 - 10/31/20	TBD - TBD	TBD	\$21,134.00
PU-4: Flex Fuel, 1/2 Ton, Ext. Cab (w/Crew Cab Option), 4x2 w/4x4 Option Ford F150 X1C	11/1/19 - 10/31/20	TBD - TBD	TBD	\$22,863.00
PU-5: Truck, Pickup, 4x4, 1/2 Ton, Crew Cab, Flex Fuel Ford F150 Super Crew Model W1E	12/4/18 - 10/31/19	11/1/19 - 10/31/20	TBD	\$31,668.00
PU-6: Flex Fuel, Regular Cab (Ext Cab Opt), 3/4 Ton Pickup, 8ft. Body/Box, Single Rear Wheel, 4x2/4x4 Ford F250 F2A	11/1/19 - 10/31/20	TBD - TBD	TBD	\$24,170.00
PU-7: Flex Fuel, Crew Cab, 3/4 Ton Pickup, Approx. 6.25ft. Body/Box, Single Rear Wheel, 4x2/4x4 Ford F250 W2A	11/1/19 - 10/31/20	TBD - TBD	TBD	\$26,927.00
PU-8: Truck, Pickup, 4x4, 3/4 Ton, Crew Cab, Heavy Duty Ram 2500 Tradesman DJ7L91	11/1/19 - 10/31/20	TBD - TBD	TBD	\$32,325.00
PU-9: Truck, Pickup, 4x4, 3/4 Ton, Extended Cab, Heavy Duty, Diesel Ford F250 4x4 Ext Cab X2B	12/28/18 - 10/31/19	11/1/19 - 10/31/20	TBD	\$43,593.00

DeAna Reed-Sharpe, Procurement Manager
 Phone: (803)896-6389
 Email: drsharpe@mmo.sc.gov

Materials Management Office
 1201 Main Street, Suite 600
 Columbia, South Carolina 29201

Page: 2
 Date: 11/1/2019

PU-1G: Gasoline, Compact Pickup, King/Extended Cab, 4x2 **w/4x4 Option**

Contract Number: **4400022488**

Contractor: **Vic Bailey Ford, Inc.**

Initial Contract Term: 11/1/2019 - 10/31/2020

Address: PO Box 3568 Spartanburg, SC 29304

Contract Rollover Dates: TBD - TBD

Vendor #: 7000079092

Order Cutoff Date: **TBD**

Contact: **David Vetter**

Model: **Ford Ranger R1E**

Email: dvetter@vicbaileyauto.com

Commodity Code: 07202

Telephone: **864-585-3600**

Delivery Days ARO: 90

Fax: **864-594-6802**

BASE PRICE **\$22,253.00**

*Click on the link above for an itemized listing of items included in the base price.

Optional Additions

4x2 to 4x4 (State Standard Spec)	\$4,765.00
Auxiliary Power Connection (Standard State Spec)	\$160.00
Auxiliary Power Outlet	Standard
Bedliner - Spray-In	\$450.00
Bluetooth/Hands Free Calling	Standard
From Extended Cab to Crew Cab	\$1,369.00
Privacy Glass (State Standard Spec)	\$128.00
Securable Folding Bedcover	\$752.00

Optional Deductions

Vehicle Delivery Fee	\$20.00
Power Locks & Windows to Manual	\$288.00

Delivery Information

Distance from Dealership to SFM Delivery Point	10
Delivery price per mile in excess of the miles above	\$2.00

[Return to Index](#)

Submit Responses Online using the City of Columbia's online bidding system, eBidcolumbiasc Phone Number: (803)545-3470		CITY OF COLUMBIA INVITATION TO BID BIDDER ACKNOWLEDGEMENT	
Date: 01/16/2020	Bids will be opened at 1:00 P.M. on February 3, 2020 and may not be withdrawn within 60 days after such date and time.	Bid No: BID033-19-20-LTD	
Bid Title: Foote-Jones Gear Reducers (Left-Hand) at the Metro WWTP		Reason For No Bid:	
Vendor Name:			
Vendor Mailing Address:			
City-State-Zip:			
Telephone No:			
Fax No:			
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of the bid and certify that I am authorized to submit this bid. In submitting a bid to an agency of the City of Columbia, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Columbia all rights, title, interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of South Carolina for price fixing relating to the particular commodities or services purchased or acquired by the City of Columbia. At the discretion of the City of Columbia, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.			
		AUTHORIZED SIGNATURE (MANUAL)	
		AUTHORIZED SIGNATURE/TITLE (TYPED)	
		E-MAIL ADDRESS	
General Conditions			
Electronic Bids: All bids must be submitted using the eBidcolumbiasc System. Bids not submitted on the eBidcolumbiasc system may be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.			
1. EXECUTION OF BID: Bid must be submitted online by an authorized representative.			
2. NO BID: If not submitting a bid, respond by indicating no-bid using eBidcolumbiasc and explain the reason in the space provided for comments.			
3. BID OPENING: Shall be public on the date and at the hour specified on the bid. It is the bidder's responsibility to assure that his bid is submitted. Bids which for any reason are not so submitted may not be considered. Offers by telegram or telephone are not acceptable. A bid may not be altered after the opening of the bids. NOTE: Bid tabulation will be posted online under the tabulations section of eBidcolumbiasc. Bid tabulations will not be provided by telephone.			
4. PRICES, TERMS, & PAYMENT: Firm prices shall be bid and shall include all packing, handling and shipping or delivery charges.			
A. Discounts: Bidders may offer a cash discount for prompt payment. However, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.			
B. Mistakes: Bidders are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In case of mistake in extension, the unit price will govern.			
C. Condition & Packaging: It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.			
D. Safety Standards: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act, and any standards there under, as well as bearing Underwriters Laboratories (UL) labels where appropriate.			
E. Invoicing & Payment: The vendor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided, invoices shall contain the Contract Number and Purchase Order Number. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order.			
5. MANUFACTURER'S NAME & APPROVED EQUIVALENTS: Any manufactures names, trade names, brand names, information and/or catalogue numbers listed in a specification are for information and are not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit with his bid, cuts, sketches and descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. The City of Columbia reserves the right to determine acceptance of item(s) as an approved equivalent. Bids, which do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to bid an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. The Department of Procurement & Contracts is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the City unless evidenced by a Change Notice issued and signed by the City Purchasing Agent.			

General Conditions Continued

6. **INTERPRETATIONS:** Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than ten (10) days prior to the bid opening. Inquiries must reference the date of bid opening and bid number. No interpretation shall be considered binding unless provided in writing by the City of Columbia in response to requests in full compliance with this provision

7. **CONFLICT OF INTEREST:** All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the City of Columbia or any of its agencies. Further, all bidders must disclose the name of any City employee who owns directly or indirectly, an interest of five percent (5%) or more in the bidder's firm or any of its branches.

8. **AWARDS:** As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical district basis and/or on a statewide basis with one or more suppliers; to reject any and all bids or waive any minor irregularity or technicality in bids received. When it is determined that there is no competition to the lowest responsible bidder, evaluation of other bids is not required. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive.

9. **SERVICE & WARRANTY:** Unless otherwise specified, the bidder shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidders must explain on an attached sheet to what extent warranty and service facilities are provided.

10. **SAMPLES:** Samples of items, when called for, must be furnished free of expense, and if not destroyed, may upon request, be returned at the bidder's expense. Each individual sample must be labeled with bidder's name, manufacturer's brand name and number, bid number, and item reference. Samples of successful bidder's item(s) may remain on file with the Department of Procurement & Contracts for the term of the contract. Request for return of samples shall be accompanied by instructions, which include shipping authorization and name of carrier, and must be received within ninety (90) days after bid opening date. If instructions are not received within this time, the commodities shall be disposed of by the City of Columbia.

11. **NON-CONFORMANCE TO CONTRACT CONDITIONS:** Item(s) may be tested for compliance with specifications under the direction of the Department of Procurement & Contracts, or by other appropriate testing laboratories. The data derived from any tests for compliance with specifications are public record and open, to examination. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in bid and/or purchase order may result in bidder being found in default, in which event any and all re-procurement costs may be charged against the defaulting Vendor. Any violation of these stipulations may also result in:

- A. Suppliers name being removed from the Department of Procurement & Contracts' vendor mailing list.
- B. All City divisions being advised not to do business with the supplier without written approval from the Department of Procurement & Contracts until such time as the supplier reimburses the City for all reprocurement and cover costs.

12. **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency unless loss or damage results from negligence by the ordering agency. The contract supplier shall be responsible for filing, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims, the ordering agency will:

- A. Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
- B. Report damage (Visible and Concealed) to the carrier and contract supplier, confirming such reports, in writing, within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.
- C. Retain the item and its shipping container, including inner packing material, until inspection is performed by the carrier, and disposition given by the contract supplier.
- D. Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.

13. **PATENTS & ROYALTIES:** The bidder, without exception, shall indemnify and hold harmless the City of Columbia and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process or article manufactured or used in the performance of the contract, including its use by the City of Columbia. If the bidder uses any design, device or materials covered by letters, copyright or patent, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in anyway involved in the work.

14. **PRICE ADJUSTMENTS:** Any price decrease effectuated during the contract period by reason of market change shall be passed on to the City of Columbia. This shall also apply to all in-place equipment or rent or lease plans.

15. **CANCELLATION:** This contract, for the protection of both parties, may be cancelled in whole or in part by either party by giving thirty (30) days prior notice in writing to the other party.

16. **LIABILITY:** The supplier shall hold and save the City of Columbia, its officers, agents and employees harmless against the claims by third parties resulting from the supplier's breach of this contract or the supplier's negligence.

17. **FACILITIES:** The City reserves the right to inspect the bidder's facilities at any reasonable time with prior notice.

18. **LITERATURE & PRICE LIST:** The successful bidder must provide a copy of any product literature and price list in excellent quality.

19. **LICENSES AND PERMITS:** It shall be the responsibility of the successful bidder to secure any applicable licenses or permits necessary to do business in the City of Columbia.

20. Upon award to the vendor by the appropriate authority, the terms and conditions contained in the invitation to bid and any attached specifications or other documents attached thereto shall become the contract between the City of Columbia and the vendor.

21. Should funds not be appropriated by Columbia City Council during any of its fiscal years necessary to pay the City's monetary obligations under the contract, this contract shall immediately terminate, without further obligation by the City of Columbia.

22. If this invitation for bid is for professional services to be rendered by the Vendor/Contractor/ Consultant, the Addendum to the Invitation for Bid for Professional Services shall apply as if fully set forth herein verbatim.

23. Protested solicitations and awards.

(a) Right to protest. Any actual or prospective bidder, offeror, Vendor, or subcontractor who is aggrieved in connection with the solicitation or award of a contract may protest to the appropriate procurement officer. The protest, setting forth the grievance, shall be submitted in writing within five (5) days after such, aggrieved persons know or should have known of the facts giving rise thereto, but in no circumstance after 10 days of notification of award of contract.

(b) Authority to resolve protests: The appropriate procurement officer shall have authority, prior to the commencement of an administrative review, as provided in this article, to settle and resolve a protest of an aggrieved bidder, offeror, Vendor or subcontractor, actual or prospective, concerning the solicitation or award of a contract. This authority shall be utilized in a manner consistent with regulations or laws governing the procurement of supplies, services and construction for the city.

(c) Decision. If the protest is not resolved by mutual agreement, the appropriate procurement officer shall promptly issue a decision in writing within 10 days. The decision shall state the reasons for the action taken.

(d) Notice of decision. A copy of the decision under subsection (c) of this section shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.

(e) Finality of decision. A decision under subsection (c) of this section shall be final and conclusive, unless fraudulent, or unless any person adversely affected by the decision requests a review in writing, setting forth the grievance, to the city manager within 10 days of the decision. The protestant may also request an interview with the city manager.

(f) Request for review. The request for a review shall not stay the contract unless fraudulent.

24. By submitting a bid to the City, the bidder certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agrees to provide to the City of Columbia upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable both to the bidder and its subcontractor(s), or (b) that the bidder and its subcontractor(s) are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." Bidder agrees to include in any contracts with its subcontractors' language requiring its subcontractor(s) to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with their sub-subcontractors' language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

An overview is available at www.columbiasc.gov/procurement-contracts

SC ILLEGAL IMMIGRATION REFORM ACT

Chapter 14 of Title 8 of the SC Code of Laws (July 2008). By signing this offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the City of Columbia upon request any documentation required to established either: (a) that Title 8, Chapter 14 is inapplicable both to you and your subcontractors or sub-contractor; or (b) that you and your subcontractors or sub-contractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with their sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

An overview is available at www.columbiasc.gov/procurement-contracts/rules-regulations

LOCAL BUSINESS ENTERPRISE PREFERENCE POLICY

Resolution R-2010-066 adopted and incorporated Local Business Enterprise Preference Policy into the City Procurement Regulations. Whereas, the City of Columbia has a significant interest in encouraging the creation of employment opportunities for residents and businesses located within the Columbia-Orangeburg-Newberry Combined Statistical area ("CSA"). It is in the interest of the City of Columbia to give preference on eligible local projects to local business enterprises having a moderate degree of employment interchange within the CSA. To claim local vendor preference, you must complete the Local Business Enterprise Qualification Statement and upload it with your bid using eBidcolumbiasc. The Combined Statistical Area includes: Calhoun, Fairfield, Kershaw, Lexington, Newberry, Orangeburg, Richland, and Saluda.

An overview is available at www.columbiascwater.net/business-resources/local-business-enterprise-program/

I. GLOSSARY OF TERMS

Actual Cost: All direct and indirect costs incurred for services, supplies, or construction, as distinguished from estimated or forecasted costs.

Addendum/Addenda: A written change, addition, alteration, correction or revision to a bid, proposal or contract document. Addendum/Addenda may be issued following a pre-bid/pre-proposal conference or as a result of a specification or work scope change to the solicitation.

Amendment: An agreed addition to, deletion from, correction or modification of a document or contract. To revise or change an existing document; a formal revision, improvement or correction.

Apparent Low Bidder: The label used for a bidder that has been determined to have provided the lowest price in a bid or quote, prior to determination of whether the bid is responsive and from a responsible bidder.

Assignment: Legal transfer of a claim, right, interest or property.

Bid: The response submitted by a bidder to an Invitation for Bids (IFB).

- See also Solicitation

Bidder: A person or entity who submits a bid in response to an Invitation for Bids (IFB), Invitation to Tender (ITT), or other formal solicitation type where price is the primary factor in the evaluation process for award determination.

Capability: The ability of a bidder to fulfill the contract at time of award.

City: City of Columbia, SC, also known as the “Owner” or “Utility”

Contract: Any individual or business having a contract with a governmental body to furnish goods, services, or construction for an agreed-upon price.

Contractor: Any individual or business having a contract with a governmental body to furnish goods, services, or construction for an agreed-upon price.

Cost: The actual expenses incurred in delivering a product, service, or construction; includes both direct and indirect costs, but does not include fee or profit for the firm.

Deliverable: The completion of a milestone or the accomplishment of a task. Deliverables are used to measure successful performance.

Descriptive Literature: Information, such as charts, illustrations, brochures, and technical data, furnished by a bidder, on request as part of a bid, to describe the items offered; shows the characteristics or construction of a product, or explains its operation to determine the acceptability of the item.

Functional Specification: A specification setting forth the results required from the supply or service.

Internal Control: A procedure or policy put in place by management to safeguard assets, promote accountability, increase [efficiency](#), and stop fraudulent behavior.

Invitation for Bid (IFB): All documents used to solicit competitive or multi-step sealed bids. *Also known as Invitation to Bid (ITB).*

Late Bid/Proposal: A bid, proposal, withdrawal, or modification received, at the designated place for receipt, after the established due date and time. Procurement policies should be established in

order to provide guidance regarding how late bids/proposals are handled administratively. In most public entities, late bids/proposals are not opened and may be returned to the bidder/proposer advising that the bid was received late (after the due date and time) and cannot be accepted.

Mandatory: Obligatory, required by order, a provision that may not be waived.

Offeror: The person/entity who submits a proposal in response to an Invitation to BID (IFB). One who makes an offer in response to a solicitation. Term *Bidder* is interchangeably throughout this IFB. *Also see definition of a Responsible and Responsive Offeror/Bidder.*

Pre-Bid/ Pre-Proposal Conference (Meeting): A meeting held by the buyer with potential Bidders/Offerors, prior to the opening of the solicitation for the purpose of answering questions, clarifying any ambiguities and responding to general issues in order to establish a common basis for understanding all of the requirements of the solicitation. This may result in the issuance of an addendum to all potential providers. In certain situations, a mandatory conference may be advisable.

Price: The total amount, in money or other consideration, to be paid or charged for a commodity or service; normally includes all costs (direct labor, overhead, materials) and profit or fee.

Proposal: A proposal is a document submitted by a vendor in response to some type of bid solicitation to be used as the basis for negotiations or for entering into a contract.

Responsible Bidder/Offeror: Also referred to as Responsible Proposer or Respondent. A firm, business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.

Responsive Bidder/Offeror: Also referred to as Responsive Proposer or Respondent. A firm, business entity or individual who has submitted a bid or proposal that fully conforms in all material respects to the IFB/RFP and all of its requirements, including all form and substance.

Service/Services Contract: An agreement calling for a firm's time and effort. The furnishing of labor, time, or effort by a firm, which may involve to a lesser degree, the delivery or supply of products.

Short List: Names of candidates that have been narrowed considerably from a longer list of top-ranked Offerors.

Speed Reducer: A speed reducer is simply a gear train between the motor and the machinery that is used to reduce the speed with which power is transmitted. Speed reducers, also called **gear reducers**, are mechanical gadgets by and large utilized for two purposes.

Solicitation: An invitation for bids, a request for proposals, telephone calls or any document used to obtain bids or proposals for the purpose of entering into a contract.

Third Party: Someone who is not one of the two main people involved in a legal agreement but who is still affected by it in some way.

(Definitions above provided by the National Institute of Governmental Purchasing, Free Dictionary.com, Merriam-Webster.com, Business Dictionary.com, Torque Transmission website)

DEPARTMENT OF PROCUREMENT AND CONTRACTS**1800 MAIN STREET, 2nd Floor****COLUMBIA, S.C. 29201****INVITATION FOR BID (IFB)****II. GENERAL INFORMATION**

Sealed bids for **Foote-Jones Gear Reducers (Left-Hand) at Metro Wastewater Treatment Plant (WWTP)** are subject to the conditions, and all provisions, etc., set forth herein and attached, will be received electronically using eBidcolumbiasc until 1:00 P.M.(ET), February 3, 2020 then publicly opened and read.

The City is seeking to procure two (2) left-hand gear reducers (Part# 364187) for Primary Basins on the WWTP site. The commodities and/or services must be furnished as described and specified, delivered to Metro Wastewater Treatment Plant, 1200 Simmon Tree Lane, Columbia, SC 29201.

Bid No. **BID033-19-20-LTD**

By: La'Toyia T. Davis, Buyer
La'Toyia T. Davis

**QUANTITIES/COMMODITIES,
OR SERVICES**

**UNIT PRICE
DOLLAR CENTS***

BID AS SPECIFIED, NO SUBSTITUTIONS ALLOWED.

Lot 1: Foote-Jones Gear Reducer (Left-Hand)

Qty.	Manufacturer Part Number	Description	Unit Price	Total Price
2	364187	SCD-C-842-ABZ-001-1639/820-56C	\$	\$
2	N/A	Shipping	\$	\$
Total Extended Cost				\$

Gear reducers must be delivered to 1200 Simmon Tree Lane, Columbia, SC 29201 within 22 weeks after Award date.

Anticipated Delivery date after receipt of order. _____

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

It is the intention of the City to award to only one (1) vendor; the lowest responsive and responsible bidder.

Schedule of Events

Invitation to Bid issued	January 16, 2020
Last Day for Questions	January 23, 2020 12:00 PM (ET)
Invitation to Bid Opening	February 3, 2020 1:00 PM (ET)
Intent to Award (Tentative)	February 4, 2020
City Council Approval (Tentative)	February 18, 2020

Note:

1. Please return only fully completed pages 1, 6, and 18-31.
2. Bidders must submit pricing on eBidcolumbiasc located at <https://columbiasc.ionwave.net>.
3. All literature, specifications, and addendums must be obtained at eBidcolumbiasc.
4. Bid pricing will be all inclusive. No other costs or charges will be accepted.
5. By submitting a bid, it certifies that the Bidder meets the City of Columbia's specification as outlined in this document.
6. Upon issuing a thirty (30) day written notice or right to cure letter, the City of Columbia reserves the right to cancel for cause any subsequent award made under the terms of this solicitation due to a breach of contract.
7. Questions should be submitted to eBidcolumbiasc by January 23, 2020 at 12:00 P.M. (ET).
8. Elaboration, Assumptions and Clarification
If you make assumptions about the meaning or accuracy of information contained herein, you should ask for clarification of the assumptions in a timely manner. If you do not ask questions or seek clarification for any assumptions, the City will assume that you are in full agreement with and fully understand the requirements outlined in the IFB. Any clarification of assumptions and/ or exceptions to the terms, conditions, provisions, and requirements, etc., **must be submitted in writing to the City and must be received prior to the last day/time for all questions** for the City to further elaborate on any part of the solicitation. If this information is not received prior to the deadline stated for questions and answers, the City will assume that any Contractor, Consultant and or vendor that responds to this IFB fully accepts all of the IFB terms, conditions, and requirements stated herein.
9. Discussions
No questions may be directed to or contacts made with the Mayor, other members of City Council, the City Manager, and other City Staff not identified in this IFB as points of contacts during the period of time that this IFB is made public until the final selection is made, except as otherwise provided for herein. Violation of this prohibition may disqualify the bidder from further consideration.

10. The Local Business Enterprise (LBE) Preference Policy shall apply for this procurement. Please see page 32-35 for further information.

NOTICE TO BIDDERS: Bids must be submitted online. Bids made otherwise will be subject to rejection. All taxes on any item that the City may be required to pay must be shown separately, not included in the price bid.

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SPECIAL INSTRUCTIONS

FAILURE TO COMPLY WITH ANY OF THE FOLLOWING WILL RESULT IN REJECTION OF BID.

The commodities and/or services must be furnished as described and specified, delivered to Metro Wastewater Treatment Plant, 1200 Simmon Tree Lane, Columbia, SC 29201.

A. Condition of items:

The items specified must be new and meet the part's description.

B. Defective items:

Items found defective or not meeting specifications must be picked up by the awarded Vendor and replaced within four (4) weeks after notification at no expense to the City of Columbia.

C. Product Warranty:

The Vendor must supply a standard warranty for all items. The warranty period shall commence upon acceptance of the materials. Copies of the warranties shall be provided with delivery of the materials.

D. Mandatory Response Requirements and Submittal Formats

Bids must be submitted electronically through eBidColumbiasc. Submitted bids shall include the following or will be deemed nonresponsive:

1. Signed Cover Sheet (page 1) and page 6 of this solicitation

2. The following required forms must be included in submittals:

- a. Non-collusion Affidavit
- b. Organizational Conflict of Interest Statement
- c. Small, Women, Minority Business Enterprise Objectives
- d. Business Information Statement for Prime
- e. Business Information Record for Subconsultants/Subcontractors
- f. Optional Future Ordering Agreement

3. The following optional form can be included in submittals:

- a. Local Business Enterprise (LBE) Qualification Statement **Must return the form that has been signed by City of Columbia Office of Business Opportunities to be considered.*

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III. TERMS AND CONDITIONS FOR BID 033-19-20-LTD

TERMS & CONDITIONS

- A. **Time for Receiving Bids** - Bids received prior to the time of opening will be securely kept, unopened. The official whose duty it is to open them will decide when the specified time has arrived, and no bid there-after will be considered. No responsibility will be attached to the owner for the premature opening of a bid not properly addressed and identified. Unless specifically authorized, telegraphic and fax bids will not be considered.
- B. **Withdrawal of Bids** - Bids may be withdrawn on written bids prior to the time fixed for opening. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.
- C. **Bidders Present** - At the time fixed for the opening of bids, their contents will be made public for the information of bidders and the general public. Bidders will not be permitted to examine the bids until award is made.
- D. **Alternate Bids** - Any Bid which does not conform to the specifications contained or referenced in the invitation for Bids may be rejected unless the invitation authorized the submission of Alternate Bids and the equipment or supplies offered as alternates meet the requirements specified in the invitation.
- E. **Ambiguous Bids** - Bids which are uncertain as to terms, compliance to requirements and/or specifications shall be rejected.
- F. **Bid Opening Delay**- If it becomes necessary to postpone a bid opening, the procurement officer shall issue the appropriate amendments to the solicitation postponing or rescheduling the bid opening. When the purchasing agency is closed due to force majeure, bid opening will be postponed to the same time on the next official business day. [Also see W. Force Majeure.]
- G. **Sales Tax and/or Use Tax (April 2019)**
Upon submission of a bid or quote to the City, the Department of Procurement and Contracts will compute 8% sales tax when applicable (service or labor excluded) and include in the PO total, as applicable. The tax rate applied is in accordance with the SC Department of Revenue Sales and Use Tax Manual. Please also see Invoicing Procedures.
- H. **Assignments** - No contract may be assigned, sublet, or transferred without a written consent of the purchaser.
- I. **Manufacturers Brochures and Specifications Data** - Bidders shall submit manufacturers brochures and specifications data as parts of bid response. Submittal of such data shall not be deemed a counter offer unless so noted on bid response sheet. Bidders failing to comply will be deemed non-responsive.

- J. **Default** - In case of default, the Purchaser reserves the right to purchase any or all items on the open market, charging Vendor with any excessive costs. Should such charges be assessed, no subsequent bids of the defaulting Vendor shall be considered until the assessed charges have been satisfied.
- K. **Venue** - Bidder acknowledges and agrees that venue of any litigation commenced by the City of Columbia which pertains to this Invitation to Bid or performance of any Bidder's obligation, if awarded the contract by the City of Columbia, shall be in Richland County, South Carolina.
- L. **Exceptions** - Notwithstanding any prior negotiations, the specifications and terms and conditions provided herein take precedence. Formal objection is hereby made to any or different terms proposed by bidders unless listed on a separate sheet labeled "Exceptions", by the bid question deadline, and agreed to in writing by the City of Columbia.
- M. **Insurance** - The Bidder shall procure and shall maintain during the life of this contract, whether such operation be by himself or by a subcontractor or anyone directly or indirectly employed by either of them, such insurance as required by statute, ordinance, or this contract, to adequately protect the owner from any claims or damages including bodily injury or death, which may arise from them during operations under this contract.
- 1) All insurance required shall be primary insurance as respects the City, its officials, employees or volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be in excess of insurance provided by the Vendor and shall not contribute to it.
 - 2) Insurance shall be obtained for not less than the limits liability as specified by these instructions.
 - 3) The Vendor shall include all sub-contractors as insured under its policies, or shall furnish separate certificates and endorsements for subcontractors and shall be the same as provided in these instructions or the contractor.
 - 4) Each insurance policy required by these instructions shall be endorsed to state that coverage shall not be suspended, voided, 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.
 - 5) **Worker Compensation Insurance** - The Vendor shall procure and shall maintain during the life of this contract, \$500,000.00, Workers Compensation Insurance for all employees to be engaged in work on the project under this contract, and in case any work is sublet, the Vendor shall require the subcontractor similarly to provide Worker

Compensation Insurance for all of the latter employees to be engaged in such work unless such employees are covered by the protection afforded by the Vendors Worker Compensation Insurance.

The Vendor 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.

6) Liability Insurance - The Vendor shall procure and maintain for the duration of the contract insurance against claims for any injuries to persons or damages to property, which may arise from or in connection with the performance of the work by the Vendor, his agents, or representatives, employees or Subcontractors. The City shall be specifically covered as an insured in all liability policies amount of such insurance shall be as follows, if applicable:

- a) Commercial General Liability Insurance: Coverage in an amount not less the \$1,000,000.00 per occurrence, and \$2,000,000.00 aggregate combined single limit for bodily injury, personal injury, and property damage, naming the City of Columbia as an additional insured.
- b) Automobile Liability Insurance: \$500,000.00 combined single limit per accident for bodily injury and property damage.
- c) Excess Liability Insurance: An excess liability policy naming the Vendor or other person who will be performing the activity as insured and also naming the City of Columbia as an additional insured in an amount no less than \$2,000,000.00 for bodily injury, personal injury, property damage and products completed operations. (Coverage shall be at least as broad as provided for in the most current version of the Insurance Services Office Form applicable to such policy).

7) The Vendor shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required, which shall be approved by the City prior to commencing work on this contract, nor shall the Vendor allow any subcontractors to commence work on this contract until all similar insurance required of the subcontractor has been obtained and approved.

- N. **Bonding, Licenses, Permits, and Taxes** - It shall be the responsibility of the contractor to secure all Local, State, and/or Federal License and Permits required by law, state or ordinance to perform work.

All costs for required bonding, permits, licenses and taxes shall be borne by respondent. Where proposers are required to enter or go onto City of Columbia property to deliver materials or perform work or service as a result of a proposal award, the successful proposer will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable Richland County and City of Columbia building requirements and State of South Carolina Building Code. The bidder shall be liable for any damages of loss to the City occasioned by negligence of the bidder (or agent) or any person the bidder has designated in the completion of the contract as a result of his or her bid.

- O. **Familiarity with Conditions and Site** - Bidders or their authorized agents are expected to examine the work site, drawings, specifications and terms and conditions pertaining to the contract. Failure to do so will be at the bidders own risk, and he cannot seek relief on the plea of error in the field.
- P. **Indemnification** - The Vendor will indemnify and hold harmless the Owner and/or its agent and employees from and against all claims, damages, losses, liabilities and expenses, including attorney's fees arising out of resulting from the performance of the work, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or the injury to or destruction of tangible property, or taking of property, including the loss of use resulting there from; and is caused in whole or in part by any negligent or willful act or omission of the Vendor and Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The Vendor will also agree to promptly notify the City of any civil or criminal actions filed against the respondent 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. 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. All responses to Invitation for Bid should be made on forms provided with bid package.
- Q. **Invoicing & Payment** -The Vendor 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.
- R. **Protest Procedures**
1. Right to protest: Any actual or prospective bidder, offeror, respondent, or subcontractor who is aggrieved in connection with the solicitation or award of a contract may protest to the appropriate procurement officer. The protest setting forth the grievance shall be submitted in writing within five (5) days after such aggrieved persons know or should have known of the facts giving rise thereto, but in no circumstance after 10 days of notification of the award of the contract.
 2. Authority to resolve protests: The appropriate procurement officer shall have the authority, prior to the commencement of an administrative review as provided in
 3. this article, to settle and resolve a protest of an aggrieved bidder, offeror, respondent or subcontractor, actual or prospective, concerning the solicitation or award of a contract. This authority shall be applied in a manner consistent with regulations or laws governing the procurement of supplies, services and construction for the City.
 4. Decision: If the protest is not resolved by mutual agreement, the appropriate procurement officer shall issue a decision in writing within 10 days. The decision shall state the reasons for the action taken.

5. Notice of decision: A copy of the decision under Number 3 above of this section shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.
6. Finality of decision: A decision under Number 3 of this section shall be final and conclusive, unless fraudulent, or unless any person adversely affected by the decision requests a review in writing, setting forth the grievance to the City Manager within 10 days of the decision. The protestant may also request an interview with the City Manager.
7. Request for review. The request for a review shall not stay the contract unless fraudulent.

- S. **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 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.

- T. **Force Majeure** - Neither the City nor the Vendor shall be liable for any excess costs if failure to perform the contract arises out of causes beyond the control and without the fault or negligence of either party. Such causes may include, but not restricted to acts of God or of the public enemy, acts of government in either its sovereign or contractual capacity, fires, floods epidemics, quarantine, restrictions, strikes, freight embargos, and unusually severe weather conditions; but in every case, the failure to perform is caused beyond the control of both the City and the Vendor, and without the fault or negligence of either of them.

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

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 Vendor will incorporate these nondiscrimination requirements in all subcontracts for program work.

- V. **Ethics**- The Vendor 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.

- W. **Breach/Waiver**

The failure of either the respondent or the City to insist upon performance of any provisions of the 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 the contract at any time.

Waiver of any breach of the contract by the respondent or the City shall not constitute a waiver of a subsequent breach.

- X. **Severability**

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

- Y. **Successorship**

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

- Z. **State Law Applicable**

The contract shall be construed in accordance with the laws of the State of South Carolina. The respondent agrees to subject itself to the jurisdiction and venue of the Circuit Courts in Richland Country, State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof. The City may seek attorney’s fees and the respondent 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 respondent.

AA. Whole Agreement

The contract shall contain the entire agreement between the City and respondent. In order to be binding, any modification thereof shall be in writing and signed by the City and the respondent.

BB. Manufacturer's Name & Approved Equivalents

Any manufactures names, trade names, brand names, information and/or catalogue numbers listed in a specification are for information and are not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If proposals are based on equivalent products, indicate on the proposal form the manufacturer's name and number. Bidder shall submit with his proposal cuts, sketches and descriptive literature and/or complete specifications. Reference to literature submitted with a previous proposal will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. The City Columbia reserves the right to determine acceptance of item(s) as an approved equivalent. Proposals, which do not comply with these requirements, are subject to rejection. Proposals lacking any written indication of intent to submit with an alternate brand will be received and considered in complete compliance with the specifications as listed on the proposal form. The Division of Purchasing is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the City unless evidenced by a Change Order issued and signed by the City Purchasing Agent.

IV. APPENDICES, EXHIBITS and ATTACHMENTS

Appendices

Non-Collusion Affidavit

Organizational Conflict of Interest Affidavit

Small, Women, Minority Business Enterprise Objectives

Business Information Statement for Prime

Business Information Record for Subconsultants/Subcontractors

Optional Future Ordering Agreement

Exhibits

Local Business Enterprise (LBE) Policy

Local Business Enterprise (LBE) Qualification Statement (Sample)

City of Columbia Holiday Schedule

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APPENDIX: NON-COLLUSION AFFIDAVIT

State of _____)

)ss.

County of _____ being first duly sworn deposes and says that:

- (1) He is _____ of _____, the Bidder that has submitted the attached Bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham in connection with the Contract for which the attached Bid has been submitted or to retain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Columbia, S.C. or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed) _____

(Title)

Subscribed and sworn to before me

this _____ day of _____, 20____

(Notary Public)

My commission expires _____

APPENDIX: ORGANIZATIONAL CONFLICT OF INTEREST



ORGANIZATIONAL CONFLICT OF INTEREST STATEMENT

The City is respectfully requesting information to ensure that any actual or potential Conflicts of Interest (COIs) are properly recorded, reviewed and addressed in a manner as deemed appropriate by the City. It is our goal to protect the integrity of the procurement process and to ensure that no unfair competitive advantages exists or existed during any stage of the process. The City, in its sole discretion, will take the steps required to neutralize, mitigate or to perform any other action to resolve any potential or actual conflict of interest if discovered during this discovery phase.

Some examples of COIs in an organization may include, but are not limited to the following:

- Unfair Advantage: Assisting or preparing the organization in crafting written specifications, scopes of work or statements of qualifications and subsequently responding to the solicitation.
- Potentially biased or impaired objectivity: Assisting the organization with evaluating or assessing the performance of products or services of other potential bidders and also submitting a response to the solicitation.
- Unequal access to information not shared with other potential bidders or respondents: Gaining access or pre-solicitation access to non-public information prior to official release (i.e. budget/funding information, procurement information, proposed evaluation criteria, prior award info obtained from the organization through non-FOIA means, etc.).

I, _____ (Offeror/Consultant), on behalf of myself and my company, and my subcontractors, if applicable, certify the following, under penalty of perjury, that to the best of my knowledge and belief:

1. No circumstances currently exist that create a Conflict of Interest in my performing the services required by the Solicitation to which I am responding or the Agreement to be signed if I am the successful Offeror in response to this Solicitation, and

2. I understand and acknowledge that my failure to disclose any affiliation or relationship that creates or may create a Conflict of Interest shall be deemed a material misrepresentation and sufficient reason for Offeror and Offeror's company to be disqualified, suspended, and/or excluded from participating in this and any future solicitation and procurements as well as removal from the City of Columbia vendor database. It may further result in termination of any contractual relationship with the City of Columbia and may be grounds for disciplinary action, up to and including debarment by the City, fines, penalties, imprisonment, or civil suit to be brought against Offeror or Offeror's company.

3. That to my knowledge, no employee or official of the City, nor any public agency or official affected by this Solicitation or the Agreement to be signed if I am the successful Offeror, has any pecuniary interest in the business of the Offeror's company or Offeror's subconsultant(s), nor does Offeror or Offeror's subconsultants have any interest that would conflict in any manner or degree with the performance related to this Solicitation or Agreement.

4. I warrant that I and my subconsultant(s), if any, have not employed or retained any company or person other than a bona fide employee working solely for the Offeror's company or subconsultant(s) in order to solicit or secure an agreement with the City of Columbia, as related to this Solicitation or any resulting Agreement, and that I and my subconsultant(s), if any, have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Offeror's company or Offeror's subconsultant(s) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of any Agreement.

5. I warrant and represent that my offer identifies and explains below any unfair competitive advantage I or my company or subconsultants may have in competing for the Agreement to result from this Solicitation and any actual or potential conflicts of interest that may arise from my participation in this Solicitation or my receipt of an award. I acknowledge that the City intends by this statement to identify any and all potential conflicts of interest and unfair competitive advantages held by any Offeror, to prevent the existence of conflicting roles that might bias a consultant's judgment, and prevent one Offeror or company from having an unfair competitive advantage over other Offerors. The City, in its sole discretion, has the authority and responsibility to determine whether or not a conflict of interest or unfair competitive advantage exists, after a review of the relevant facts. I acknowledge and understand that if I or my company has an unfair competitive advantage or a conflict of interest; the City may withhold the award of this Agreement. Before withholding award on these grounds, an Offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered.

6. I have complied with the following:

“No questions (including Compliance Program related questions) may be directed to or contacts made with the Mayor, other members of City or County Council, the City Manager, other City staff not identified in this solicitation as points of contacts during the period of time that this solicitation is made public until the final selection is made, except

as otherwise provided for herein. Violation of this prohibition may disqualify the contractor and/or consulting firm from further consideration. The Procurement/ Contracting Officer for this solicitation is listed on page one.”

List any Actual or Potential Conflicts of Interest below or check the box below to certify that none exists. Failure to fully disclose information may result in penalties and/or sanctions as outlined in #2 above.

Please check only one box below.

☐ ☐ **No known actual or potential Conflicts of Interest are subject to disclosure.**

☐ ☐ **All identified actual or potential Conflicts of Interest and/or Unfair Competitive advantage(s) are stated below and submitted for further review by the City of Columbia, SC.**

7. I warrant that should I become aware of an actual or potential conflict of interest involving my company or subconsultants, if any, in performing the services under the Agreement or responding to this Solicitation, I will notify the City immediately. I also warrant that should I become aware of any competitive advantage that my company or subconsultants have in responding to this Solicitation or providing services under an Agreement related to this Solicitation, I will immediately notify the City of the discovery of a possible competitive advantage. I understand and acknowledge that this obligation to inform the City of the discovery of a conflict of interest or competitive advantage is a continuing obligation and extends throughout the Term of the Agreement for this procurement.
8. By signing this statement, I certify for myself and on behalf of my company and any of my subconsultants that I have and will comply with, and have not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (Ethics Act). I acknowledge and understand that the City may rescind any Agreement and recover all amounts expended as a result of any action taken in violation of this provision. If I or my company or subconsultants participate, directly

or indirectly, in the evaluation or award of public Agreements, including without limitation, change orders, or task orders regarding a public Agreement, I shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the Purchasing Agent at the same time the law required the statement to be filed.

9. **Has anyone in your company been privy to any information regarding this solicitation prior to the issue of the solicitation? If so, please explain.**

10. **Prior to the solicitation release, has anyone in your company attended any meetings, either internally or externally, where the above referenced solicitation was discussed either in whole or in part?**

Solicitation _____

Company Name: _____

By: _____

Print Name: _____

Title: _____

Date: _____

Subscribed and sworn to before me

this _____ day of _____, 20____

(Notary Public)

My commission expires _____

APPENDIX: SMALL, WOMEN, MINORITY BUSINESS ENTERPRISE OBJECTIVES

SMALL, WOMEN, MINORITY BUSINESS ENTERPRISE OBJECTIVES INCLUDING LABOR SURPLUS UTILIZATION PLAN

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

If you are a SBE, MBE WBE, or other type of disadvantaged business enterprise, please check one of the following boxes:

☐ SBE ☐ MBE ☐ WBE ☐ Other

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

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

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

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

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

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

LABOR SURPLUS UTILIZATION PLAN

In accordance with federal requirements, the City also encourages the use of firms located in labor Surplus areas. A Labor Surplus area is an area designated by the Secretary of Labor as having concentrated unemployment or underemployment in comparison with other areas. Used as one of the criteria for designating economically disadvantaged vendor/suppliers.

**If your business is located in a labor surplus area,
Please check here:**

☐

Define the LSA here _____

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

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

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

Print Name

Business Name

Signature

Date

APPENDIX – BUSINESS INFORMATION STATEMENT

Note: Form to be completed by the PRIME Vendor, Contractor or Consultant Only and submitted with your bid, proposal or response.

Offeror/Respondent's Business Name: _____

Headquarters Address: _____

Local Office Address,
 if applicable: _____

Phone No.: _____ Fax No.: _____

Email address: _____

Tax ID No. (Soc. Sec. No., if Sole Proprietor): _____

DUNS Number: _____

Select One: ☐ Corporation ☐ Sole Proprietor ☐ Partnership

*Have you (as a Sole Proprietor), your business or anyone on the proposed team bidding on this project, ever been debarred or suspended? Yes___ or No___

*Are there any current or pending litigations involving this business/business owner/subcontractors or other members on the proposed team? Yes___ or No___

(On a separate sheet or letter, please provide an explanation for any/all "Yes" responses).

**Note: Failure to fully disclose this information may automatically deem the Bidder/Offeror/Respondent non-responsive. All "Yes" responses are subject to further review by the City and may result in your bid/response being deemed non-responsive or bidder/Offeror deemed non-responsible.*

Business Contact Person to respond authoritatively to any questions about this statement:

Name/Title: _____

Phone Number: _____

Authorized Signature

Date _____

Appendix: Business Information Record for Subconsultants/Subcontractors

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

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

Business Name (as shown on W9 or SAM.gov) / DUNS # & CAGE # (If Applicable)	City of Columbia Vendor number	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code – See Key Below)
				%		
				%		
				%		
				%		
				%		
				%		

Key: Minority/Women Owned Business Enterprise Association Code**AF** – Asian American Female**AM** – Asian American Male**BF** – African American Female**BM** – African American Male**FB** – Non-Minority Female Owned**HF** – Hispanic American Female**HM** – Hispanic American Male**NF** – Native American Female**NM** – Native American Male**COMBINED TOTAL SUB AMOUNT \$**_____**TOTAL CONTRACT AMOUNT: \$**_____

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

Business Name: _-_____

Representative Name/Title: _____

Date: _____

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(_____) _____
Phone number

(_____) _____
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(_____) _____
Phone number

(_____) _____
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

()
Phone number

()
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

()
Phone number

()
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(____) _____
Phone number

(____) _____
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(____) _____
Phone number

(____) _____
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

Appendix: Optional Future Ordering Agreement

The City of Columbia reserves the rights to purchase additional quantities of Foote-Jones Gear Reducers in the future at the stated bid unit price and in accordance with the governing terms and conditions herein.

By acknowledgement below, any bidder awarded a contract also agrees to honor the per unit bid price(s) submitted within or negotiate lower pricing on any subsequent purchases made by the City of Columbia prior to June 30, 2020. The City of Columbia does not guarantee that any specified items or quantities will be ordered during the term. The City may also elect to bid separately any future requirements for the same item and/or large quantities of items or equipment covered by this contract.

Failure to accept or reject this Optional Future Ordering Agreement will not be a determining factor in making this award.

_____Accept(*) _____Reject

***If you accept Future Ordering terms, please complete Acknowledgement Below.**

ACKNOWLEDGEMENT

I, _____(name/title), have read and understand the above statement/agreement and agree to abide by its terms and conditions.

Company Name

Name of Authorized Agent



Together we will build a world-class city

City of Columbia, SC:

Local Business Enterprise Preference Policy

1.13 (c) Local Business Enterprise Preferences

(1) Scope and Exclusions: This Local Business Enterprise (“LBE”) Preference Program shall apply to any procurement valued at \$5,000 not to exceed \$25,000 (Informal Procurements) **and/or** any City contract procured through a competitively sealed bid process, also known as Invitation for Bids (IFB’s), Request for Proposal (RFP) or certain Request of Qualifications (RFQs) wherein the contract value is estimated by the City to be in excess of \$25,000 (Formal Procurements) and is not procured pursuant to State or Federal guidelines that prohibit or restrict local preferences of this kind.

The LBE Preference Program shall not apply to the following:

- Cooperative Purchases
- Reverse Auctions
- State Contract Purchases
- Pre-qualification process on all RFQs

(2) Definitions: The following definitions shall apply to the terms of this Local Business Enterprise Preference Policy:

a. Columbia-Orangeburg-Newberry Combined Statistical Area (“CSA”) – The Columbia-Newberry Combined Statistical Area (“CSA”) is presently defined as eight (8) counties in central South Carolina including Richland County, Lexington County, Kershaw County, Fairfield County, Saluda County, Calhoun County, Orangeburg County, and Newberry County. A CSA is a designation that the U.S. government uses to refer to a region that, broadly speaking, consists of a city and its suburbs, plus any surrounding communities that are closely linked to the city because of social and/or economic factors. The CSA represents multiple metropolitan or micropolitan statistical areas that have a moderate degree of employment interchange. Definition of the CSA is the responsibility of the Office of Management and Budget (OMB), and as such, this definition may be modified from time to time. (OMB Directive 09-01; Executive Order No. 10253 (June 11, 1951)).

b. Control - The authority of a person or business owner to sign responses to solicitations and contracts, make price negotiation decisions, sell or liquidate the business, and have the primary authority to direct the day-to-day management and operation of a business enterprise without interference from others.

c. Independently Owned and Operated – Ownership of an LBE firm must be direct, independent, and by individuals and/or other businesses, provided the ownership interests that control the LBE firm can satisfy the LBE eligibility requirements for ownership and control as specified herein in Sections (c) (2) b and c. The LBE firm must satisfy the eligibility requirements for LBE Certification.

d. Local Business Enterprise (“LBE”) – A Local Business Enterprise is a business firm that is in good standing with the State of South Carolina, City of Columbia regarding its payment of taxes and required business licenses, is independently owned and operated within the Columbia - Orangeburg - Newberry Combined Statistical Area (“CSA”) and has maintained a Significant Business Presence within the CSA for at least one (1) year prior to being certified by the LBE Compliance Staff. The LBE Compliance Staff shall establish documentation requirements and certification eligibility standards for LBE firms that are consistent with the terms of this policy. The LBE Compliance Staff shall also review the status of certified LBE firms for purposes of certification renewal, at least once every four (4) years.

e. Significant Business Presence – To qualify for this Local Business Enterprise, an LBE must be operated out of a physical office located in the CSA, and have a significant business presence for at least one (1) year within the CSA, defined as: an established place of business in one or more of the eight (8) counties that make up the Columbia-Orangeburg -Newberry Combined Statistical Area (CSA), from which no less than 50% of its full-time, part-time and contract employees are regularly domiciled, and from which a substantial role in the performance of the City contract is conducted. A location utilized solely as a post office box, mail drop or telephone message center or any combination thereof, with no other substantial work function, shall not be construed to constitute a significant business presence.

(3) Price Preference (Informal Procurements): For the purpose of determining the lowest responsible and responsive bidder on any informal procurement valued between \$5,000 and not to exceed \$25,000, the City shall evaluate any bid submitted by an LBE by discounting its bid up to 5% of the actual bid amount. If the aforementioned calculation results in the LBE bidder being ranked as the lowest responsible and responsive bidder, the LBE bidder shall be offered the opportunity to accept the award at the same dollar amount bid by the lowest non-LBE bidder.

(4) Price Preference (Formal Procurement): For the purpose of determining the lowest responsible and responsive bidder on any qualifying contract valued above \$25,000, the City shall evaluate any bid submitted by an LBE by discounting its bid by up to 5% of its actual bid amount (up to a maximum dollar value not to exceed \$500,000). If the aforementioned calculation results in the LBE bidder being ranked as the lowest responsible and responsive bidder, then the LBE bidder shall be offered the opportunity to accept the contract award at the same dollar amount bid by the lowest non-LBE bidder.

(5) Evaluation Preference for Professional Services (excluding Architectural & Engineering Services): For the purpose of ranking proposals submitted in competition for a qualifying contract valued above \$25,000 under a best value method of contracting wherein factors other than price are taken into consideration, the City shall evaluate any proposal submitted by an LBE by increasing its cost/price evaluation factor by five (5) percentage points of the total number of points allocated for the proposal evaluation process. If the aforementioned Evaluation Preference results in the LBE offeror’s proposal being ranked as the highest scoring proposal among all proposals submitted, then the contract shall be awarded to the LBE offeror provided that interviews and/or demonstrations are not required.

(6) Evaluation Preference for Architectural and Engineering Professional Services (A&E) RFQ: For the purpose of ranking certain RFQs for A&E Services in which solicitations contain a proposal component wherein factors other than price are also taken into consideration, the City shall evaluate any A&E proposal received by an LBE during the RFQ/proposal process by increasing its score by five (5) percentage points of the total number of points allocated for the proposal evaluation process. If the aforementioned evaluation preference results in the LBE offeror's proposal being ranked as the highest scoring proposal among all proposals submitted, then the contract shall be awarded to the LBE offeror, provided that interviews and/or demonstrations are not required and contract negotiations are successful.

(7) Evaluation Preference for Architectural and Engineering Professional Services (A&E) RFP: For the purpose of ranking RFPs for A&E Services, the City shall evaluate any A&E proposal received by an LBE during the RFP proposal process by increasing its score by five (5) percentage points of the total number of points allocated for the proposal evaluation process. If the aforementioned evaluation preference results in the LBE offeror's proposal being ranked as the highest scoring proposal among all proposals submitted, then the contract shall be awarded to the LBE offeror, provided that interviews and/or demonstrations are not required and contract negotiations are successful.

(8) Program Administration: Each City contracting department shall be responsible for the application of this Local Business Enterprise Preference Policy to appropriate contracts, for including appropriate language regarding application of the LBE Preference in bid solicitations and Requests for Proposals, and for awarding contracts in a manner that is consistent with this policy. The LBE Compliance Staff shall be responsible for establishing certification applications, procedures, and standards for the certification of LBE firms. The LBE Compliance Staff shall also be responsible for reviewing all documentation submitted by applicants for LBE certification and re-certification and also making determinations regarding de-certification of firms as Local Business Enterprises. The LBE Compliance Staff shall maintain an accurate and up-to-date directory of certified LBE firms and share it with the City contracting departments, and indicate such status in a firm's registration within the City's centralized bidder registration system. Only firms that have been certified as LBE's prior to the time of bid or proposal opening shall be eligible for local preference consideration.



Exhibit-City of Columbia

Qualification Statement - Local Business Enterprise (LBE)

(Sample Only)

By checking all boxes below, I certify that **My Company** meets all of the following qualifications to be eligible for the local vendor preference. I understand qualifications **will** be researched and verified by the Compliance Team. The City reserves the right to audit the company's qualifications for the local vendor preference as the City deems necessary and re-certify the company at least once every four years. A company must be certified PRIOR to bid openings. Please note that franchises do not qualify for LBE Preference, if the corporate office is not located within the Columbia-Orangeburg-Newberry CSA. ***Items below with an asterisk require additional documentation that needs to be submitted along with the qualification statement.**

☒ Is independently owned and operated (Ownership of a local business must be direct, independent, and by individuals and/or other businesses within the Columbia-Orangeburg-Newberry CSA. Company owner must provide document verification of local residency). ***Please provide a copy of the owner's driver's license.**

☒ Is in good standing with State of South Carolina (LBE firm must be in good standing with the State of South Carolina regarding its payments of taxes and required business licenses). ***If not registered with the Secretary of State please provide a copy of your Schedule C (Form 1040) to show sole proprietorship.**

☒ Has a business license in one of the 8 counties making up the CSA jurisdiction. ***Please provide a copy of your business license.**

☒ Has at least one year of presence within the CSA Jurisdiction (LBE must have presence within any of the 8 CSA jurisdictions for at least one year prior to applying for LBE Certification issued by the City of Columbia).
8 CSA Jurisdictions include: Calhoun, Fairfield, Kershaw, Lexington, Newberry, Orangeburg, Richland and Saluda.

☒ Has at least 50% of employees residing within any of the 8 CSA jurisdictions. ***Please provide a list of all owner/employee addresses - Names are optional, give street address, city, state & zip. Please include full-time, part-time, and contract employees.**

☒ ***Please provide a copy of your company's w-9.**

Note: Term of certification: Certification is valid for a period of 4 years from issue date. 30 days prior to expiration the LBE firm may submit documentation to re-certify.

Company Name: Jane Doe Construction, LLC

Address: 1000 Joe Drive **Type of Products or Services:** Construction

Please self-identify ownership as one: Minority ☒ Women-owned ☐ Other ☐ (tracking purposes only)

Current Business License Number: 0122343 **County?** Richland

Phone Number: (777)888-9999 **Email:** janedoe@construction.com **COC Vendor #** 642

I certify with my signature below that all of the information given above is true and accurate to the best of my knowledge. I also recognize that by signing that any false information indicated above may lead to penalties or sanctions.

Owner's Name: Jane Doe (Print) Jane Doe (Signature)

Notary Name: Shelly Dairy (Print) Shelly Dairy (Signature)

Please submit this **ORIGINAL** document to:
Office of Business Opportunities
Attn: Juliet Nelly – Compliance Office
1402 Main Street, 4th Floor Suite 456
Columbia, SC 29201

Tel: (803) 545-4185
Email: Juliet.Nelly@columbiasc.gov

☒ **Qualified** ☐ **Not Qualified** Zach Compliance 0/6/25/2020
(Compliance Authorized Signature) Revised Date 1/11/19

Exhibit- City of Columbia Holiday Schedule



The following is the Holiday schedule for calendar year 2020

Holiday – 2020	*Official & Designated Day – Date - 2020
New Year's Day	Wednesday – January 1, 2020
Martin Luther King, Jr. Day	Monday – January 20, 2020
Friday before Easter	Friday – April 10, 2020
Memorial Day	Monday – May 25, 2020
Independence Day	Friday – July 3, 2020
Labor Day	Monday – September 7, 2020
Thanksgiving Day	Thursday – November 26, 2020
Day After Thanksgiving Day	Friday – November 27, 2020
Day in conjunction with Christmas	Thursday – December 24, 2020
Christmas Day	Friday – December 25, 2020

Event Number	BID003-19-20-LTD Addendum 1	Organization	City of Columbia, SC
Event Title	Foote-Jones Gear Reducers (Left-Hand) at M	Workgroup	Purchasing
Event Description		Event Owner	LaToyia Davis
Event Type	IFBs	Email	latoyia.davis@columbiasc.gov
Issue Date	1/16/2020 05:00:00 PM (ET)	Phone	
Close Date	2/3/2020 01:00:00 PM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Bearing Distributors Inc.	Columbia	SC	1/30/2020 03:59:16 PM (ET)	1	\$66,258.00
technology international inc.	LAKE MARY	FL	1/31/2020 04:50:28 PM (ET)	1	\$66,630.00

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

APPROVED AS TO FORM

Legal Department City of Columbia, SC



December 30, 2019

Mr. John Tyler
Tyler Brothers
116 Railroad Avenue East
Wagener, SC 29164

Re: Contract Extension, Bid#00027-11-12 Safety Shoes

Dear Mr. Tyler,

The City of Columbia has not had the opportunity to resolicit for these goods. At this time, the City would like to extend services through June 30, 2020.

Any contract entered into by the City resulting from this renewal request shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support the continuation of performance in any fiscal period. This extension is subject to the approval by the City Manager, City Council for the City of Columbia and/or their authorized designee.

Please annotate on the bottom of this letter, with your signature and date, as to whether you are interested or not in extending the contract for an additional six months, ending June 30, 2020, at the current price of \$125.00 per pair with the same terms and conditions. Further, the City of Columbia retains the right to increase or decrease quantities as needed.

Also, please e-mail a copy of this signed letter back to our office no later than 5:00 PM on Friday, January 10, 2019. In addition, please mail the original signed version of this letter back to me while retaining a copy for your files.

I am looking forward to your response.

Anita Higgins

Anita Higgins, Buyer

Department of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201
Phone: 803-545-3470 Fax: 803-758-1013

I agree to extend services (Bid#00027-11-12 Safety Shoes) for six (6) additional months from January 10, 2020 to June 30, 2020. All terms and conditions as outlined in Bid#00027-11-12 are applicable, fully enforceable and will remain unchanged.

☒ Yes ☐ No

John Tyler 1-6-2020
Signature/ Date

JOHN TYLER
Printed Name of Signer

Comments: _____

SW

Sandra A. Wright
Purchasing Agent Signature

Date

Teresa B. Wilson
City Manager Signature

Date

Department of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201
Phone: 803-545-3470 Fax: 803-758-1013

Requisition# R201562 JUSTIFICATION FOR
EMERGENCY PROCUREMENT

Based upon the following determination, the proposed procurement action described below is being procured pursuant to the authority of Section 1.17 of the City of Columbia Procurement Regulation and the 1976 South Carolina Code of Laws.

This governmental body proposes to procure: 16" Water Main Repair on Trenholm Road
(Lowering of Water Main) ⁽¹⁾

as an emergency procurement from Carolina Tap & Bore, Inc. in the total amount of
\$105,120. This will be funded from account 551 6220 638500. ⁽²⁾ This total includes
a 20% Contingency over the contractor's bid of \$90,125

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

Carolina Tap & Bore, Inc. is the lowest competitive bid for the project and we are ready
to begin work on Sunday 10/20/2019 to complete the water main relocation. ⁽³⁾

The Water Main relocation must be completed to avoid existing storm drainage piping
and to allow for the roadway blowout to be repaired and the road resurfaced

10/17/19

Date

Amount \$ 105,120

Signature of Department Head

Date

Signature of Purchasing Agent

Date

Signature of Finance Director

Date

Signature of Asst. City Manager

Date

Signature of City Manager

Date

*Form must be routed in
the order of the signatures*

- Notes: (1) Enter description of goods or services to be procured.
(2) Enter name of emergency contractor.
(3) Enter the determination and basis for emergency procurement

Rev 05/14/18

This agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become a binding agreement when one or more counterparts have been signed by and delivered to each of the parties. Such delivery may even be by facsimile or email, and any counterparts exchanged in this manner shall be considered originals.

BID FORM

BID ON 16" WATER MAIN

PROJECT NAME: 16In Water main repair on Trenholm Road (Lowering of water main)

CIP #: WM4517

Analysis

Item No.	Description	Qty.	Unit	NAPM		CTB	
				Unit Price	Amount	Unit Price	Amount
1	Mobilization	1	LS	\$ 36,153.00	\$ 36,153.00	\$7,500.00	\$7,500.00
2	Line stops	2	EA	\$ 97,424.00	\$ 194,848.00	\$17,500.00	\$35,000.00
3	Water service jumps	2	EA	\$ 1,909.00	\$ 3,818.00	\$2,000.00	\$4,000.00
4	16" 45° bend	4	EA	\$ 6,912.00	\$ 27,648.00	\$2,000.00	\$8,000.00
5	16" RJ DIP (16" water main to be lowered 2'. To include but not limited to removal of unsuitable soils below water main and then backfilled to bottom of storm drain with # 57. New water main to be connected to cast iron pipe)	40	LF	\$ 354.00	\$ 14,160.00	\$565.00	\$22,600.00
6	16" BF Valve	1	EA	\$ 17,378.00	\$ 17,378.00	\$7,500.00	\$7,500.00
7	Remove and Reinstall existing 30" HDPE pipe to perform construction of water main	1	LS	\$ 32,386.00	\$ 32,386.00	\$3,000.00	\$3,000.00
				SUBTOTAL	\$ 326,391.00		\$ 87,600.00
				CONTINGENCY	\$ 65,278.20		\$ 17,520.00
				TOTAL BID AMOUNT	\$ 391,669.20		\$ 105,120.00

BID FORM**~~BID NO. 16-17-XX~~****PROJECT NAME: 16in Water main repair on Trenholm Road****(Lowering of water main)****CIP # WM4517****Analysis****Company****NAPM****Carolina Tap and Bore****Bid Price**

\$	326,391.00
\$	87,600.00

JUSTIFICATION FOR
Requisition# R201567
EMERGENCY PROCUREMENT

Based upon the following determination, the proposed procurement action described below is being procured pursuant to the authority of Section 1.17 of the City of Columbia Procurement Regulation and the 1976 South Carolina Code of Laws.

This governmental body proposes to procure Wastewater Improvements along
Bluff Oaks Road, at the Intersection of Bluff Road and Bluff Oaks Road.⁽¹⁾

as an emergency procurement from Lake Murray Utility Company, Inc. in the total amount of
\$108,250. This will be funded from account 552999J-SS763701-658650 (Unfunded).⁽²⁾ This total includes
a 20% Contingency over the contractor's bid of \$90,125.

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

Lake Murray Utility Company, Inc. is the lowest competitive bid for the project and are ready
to begin work on Wednesday 10/16/2019.⁽³⁾

Also we have effluent over flowing from the 4" sewer service that is overloaded and
the section of piping under Bluff Road is sagging which is limiting flow capacity.

10/14/19

Date

Amounts 108,250

*Form must be routed in
the order of the signatures*

<u>[Signature]</u>	<u>10/24/19</u>
Signature of Department Head	Date
<u>[Signature]</u>	<u>10/24/19</u>
Signature of Purchasing Agent	Date
<u>[Signature]</u>	<u>10/28/19</u>
Signature of Finance Director	Date
<u>[Signature]</u>	<u>11/1/19</u>
Signature of Asst. City Manager	Date
<u>[Signature]</u>	<u>11/4/19</u>
Signature of City Manager	Date

- Notes: (1) Enter description of goods or services to be procured.
(2) Enter name of emergency contractor.
(3) Enter the determination and basis for emergency procurement.

Rev 05/14/18

This agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become a binding agreement when one or more counterparts have been signed by and delivered to each of the parties. Such delivery may occur by facsimile or email/pdf and any counterparts exchanged in this manner shall be considered originals.

**WASTEWATER IMPROVEMENTS
ALONG BLUFF OAKS ROAD**

LMU

Item	Description	Estimated Quantity	Unit	Unit Price	Amount
2	8" PVC SDR-35 Sewer Main	75	LF	65	4875
4	4" PVC SDR-35 Sewer Service Line (Including One (1) Cleanout)	40	LF	35	1400
6	Manhole (8'-10' Deep)	1	EA	12,000	12,000
8	Remove and Replace Asphalt Pavement (To be Paid by Tickets)	5	TONS	250	1250
10	Bore and Jack 16" Steel Casing	42	LF	250	10,500
12	Restoration (to include, but not limited to Sod Replacement and Seeding Repairs)	1	LS	3000	3000

TOTAL BID: 90,125

CIP PROJECT # 887337

WASTEWATER IMPROVEMENTS ALONG BLUFF GARD ROAD

Item No.	Description	Engineer Estimate		L&B Heavy Utility Company, Inc.		G.M. Green Construction, Inc.		Centex Top & Burn, Inc.		LAD Construction, LLC	
		Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price
1	Excavation/Removal/Backfill/Regrade/Insurance	1	LS	\$ 1,500	\$ 1,500	\$ 5,000	\$ 5,000	\$ 4,000	\$ 4,000	\$ 8,000	\$ 8,000
2	6" PVC 80%+55 Sewer Main	75	LF	\$ 120	\$ 9,000	\$ 05	\$ 4,875	\$ 80	\$ 6,000	\$ 125	\$ 9,375
3	6" HDPE Sewer Main	100	LF	\$ 180	\$ 18,000	\$ 100	\$ 10,000	\$ 100	\$ 10,000	\$ 225	\$ 22,500
4	4" PVC 80%+55 Sewer Service Line (including 90° (1) cleanout)	40	LF	\$ 60	\$ 2,400	\$ 35	\$ 1,400	\$ 40	\$ 1,600	\$ 53	\$ 2,120
5	Manholes (18" x 4' Deep)	4	EA	\$ 4,500	\$ 18,000	\$ 8,200	\$ 32,800	\$ 0,000	\$ 0	\$ 24,000	\$ 96,000
6	Manhole (24" x 4' Deep)	1	EA	\$ 7,500	\$ 7,500	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 7,500	\$ 7,500
7	Replaces Abandonment of Existing 4" Wastewater Sanitary weirs	2	EA	\$ 1,000	\$ 2,000	\$ 500	\$ 1,000	\$ 300	\$ 600	\$ 500	\$ 1,000
8	Remove and Replace Airport Pavement (To be Paid by Others)	5	TONS	\$ 1,500	\$ 7,500	\$ 250	\$ 1,250	\$ 300	\$ 1,500	\$ 600	\$ 3,000
9	6000' Excavatable Flowable Fill (250 psi) (Trench only)	50	CY	\$ 200	\$ 10,000	\$ 150	\$ 7,500	\$ 125	\$ 6,250	\$ 200	\$ 10,000
10	Grass and Seed (1" Seed Casing)	42	CY	\$ 750	\$ 31,500	\$ 250	\$ 10,500	\$ 275	\$ 11,550	\$ 400	\$ 16,800
11	Excavate and Backfill Cement (placement Trenches in Roadside ditches and 30' Paved or Roadbed)	1	LS	\$ 5,000	\$ 5,000	\$ 3,000	\$ 3,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000
12	Restoration (or similar, but not limited to seed replacement and bedding)	1	LS	\$ 10,000	\$ 10,000	\$ 3,000	\$ 3,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
13	Trench Cement	1	LS	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 10,000	\$ 10,000	\$ 2,000	\$ 2,000

TOTAL BIDD \$ 132,403

TOTAL BIDD \$ 60,133

TOTAL BIDD \$ 90,200

TOTAL BIDD \$ 117,478

TOTAL BIDD \$ 132,403

CONTINGENCY AMOUNT \$ 20,130

CONTINGENCY AMOUNT \$ 16,133

CONTINGENCY AMOUNT \$ 22,750

CONTINGENCY AMOUNT \$ 31,485

CONTINGENCY AMOUNT \$ 38,000

TOTAL WITH CONTINGENCY \$ 152,533

TOTAL WITH CONTINGENCY \$ 76,266

TOTAL WITH CONTINGENCY \$ 113,250

TOTAL WITH CONTINGENCY \$ 148,963

TOTAL WITH CONTINGENCY \$ 170,403



Charles Machine Works
 1959 W. Fir Avenue
 P.O.Box 66
 Perry, OK 73077-0066
 Phone No : 800-654-6481
 Fax No : 580 336 0617
 Email : global@ditchwitch.com

Sold-to Party Address

CITY OF COLUMBIA
 SOURCEWELL MEMBER 66248
 1136 WASHINGTON ST - FLOOR 4
 COLUMBIA SC 29201

Quotation

Information

Quotation No. 20151700
 Document Date 10/29/2019
 Customer No. 511755
 Dealership DITCH WITCH OF THE CAROLINAS
 LADSON
 PO _____
 Created by Todd Miller

Global Account Price Quote Quote Valid until : 12/28/2019

TAXES ARE AN ESTIMATE AT TIME OF QUOTATION-ACTUAL TAX WILL BE CALCULATED AT TIME OF INVOICING. IF TAXES ARE QUOTED AND THIS IS A TAX EXEMPT TRANSACTION, PLEASE PROVIDE TAX EXEMPT CERTIFICATE OR LEASING DETAILS WITH YOUR PURCHASE ORDER.

FOR MODEL SPECIFICATIONS OR OTHER INFORMATION, VISIT OUR WEBSITE AT WWW.DITCHWITCH.COM

Page 1 of 2

Quotation Details

Qty	Part Number	Description
1	TRENCHER	Trenchers
1	RT45A	RT45A Compact Trencher With the following configuration: Decals English Engine Highly Regulated Tire/Tracks 26 X 12-12 8-Ply (Dana 44) Rear/Front Differential D44 rigid rear Swing/Tilt Selector Valve No Hydraulic Manifold Kit Yes Backfill Blade 6-way tilt 64 in Color Standard Hydraulic Oil Standard
1	190-2151	RT45 T4F UPTIME KIT (1000 HOUR)
1	100-267	FRONT COUNTERWEIGHT KIT
4	375-080	COUNTERWEIGHT (100 LBS)
1	H313A	H313 Digging Attachment With the following configuration: Decals English Headshaft Sprocket 12 Tooth Color Standard

Confidentiality Notice:

This quote may contain confidential information. The information is intended only for the individual or entity named. If you are not the intended recipient, please immediately notify us at 800-654-6481 to arrange for return of the document.


**Ditch
Witch**
**GLOBAL
ACCOUNTS**

Quotation

Charles Machine Works
1959 W. Fir Avenue
P.O.Box 66
Perry, OK 73077-0066
Phone No : 800-654-6481
Fax No : 580 336 0617
Email : global@ditchwitch.com

Sold-to Party Address

CITY OF COLUMBIA
SOURCEWELL MEMBER 66248
1136 WASHINGTON ST - FLOOR 4
COLUMBIA SC 29201

Information

Quotation No. 20151700
Document Date 10/29/2019
Customer No. 511755
Dealership DITCH WITCH OF THE CAROLINAS
LADSON
PO _____
Created by Todd Miller

Global Account Price Quote Quote Valid until : 12/28/2019

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FOR MODEL SPECIFICATIONS OR OTHER INFORMATION, VISIT OUR WEBSITE AT WWW.DITCHWITCH.COM

Page 2 of 2

Quotation Details

Qty	Part Number	Description	
1	141-274	RESTRAINT BAR (56", 2P)	
1	143-180	4' LT ROLLER BOOM (2.000"P)	
1	140-540	2P BOOM STUB	
1	131-413	50K 2P DURA/SHK B 84P 6.0"	
		Global Account Pricing	50,777.74
		Total Freight	679.15
		Total Tax	500.00
		Installation Charge	520.00
		Total Amount	\$ 52,476.89

Confidentiality Notice:

This quote may contain confidential information. The information is intended only for the individual or entity named. If you are not the intended recipient, please immediately notify us at 800-654-6481 to arrange for return of the document.

RT45 TRACTOR ATTACHMENTS



U.S.

METRIC

H331 VIBRATORY PLOW**DIMENSIONS**

Angle of departure	22°	
Cover depth, feed blade, max	24 in	610 mm
Transport length, plow w/blade	169 in	4.3 m

Offers both feed and pull blades. Maximum cover depth (feed blade) of 24 in (610 mm).

H350 TRENCHER/PLOW COMBO**DIMENSIONS***

Angle of departure	33°	
Trench depth, max	42 in	1.1 m
Trench width, min to max	6-8 in	150-200 mm

PLOW DIMENSIONS

Angle of departure, transport, 18-in (457-mm) blade	17°	
Cover depth	24 in	610 mm

GENERAL

Operating weight, w/out augers, boom, chain, and plow blade	1,500 lb	680 kg
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* Dimensions are based on shortest roller boom, 26 x 12-12 standard tire and wheel, and 12-in (305-mm) pivot.

Trenches up to 42 in (1.07 m) deep and 8 in (200 mm) wide. Plows to a cover depth of 24 in (610 mm).

H313 TRENCHER**DIMENSIONS***

Angle of departure	17°	
Trench depth, max	63 in	1.6 m
Trench width, min to max	6-12 in	150-305 mm
Attachment weight	610 lb	277 kg

* Dimensions are based on shortest roller boom, 26 x 12-12 standard tire and wheel and 12-in (305-mm) pivot.

A centerline trencher w/a maximum trench depth of 63 in (1.6 m).

H314 TRENCHER**DIMENSIONS***

Angle of departure	35°	
Trench depth, max	52 in	1.3 m
Trench width, min to max		
Center	6-12 in	150-305 mm
Offset	6-8 in	150-200 mm
Attachment weight	570 lb	260 kg

* Dimensions are based on shortest roller boom, 26 x 12-12 standard tire and wheel, and 12-in (305-mm) pivot.

H342 SAW**DIMENSIONS**

Angle of departure	14°	
Trench depth, max	18 in	455 mm
Overall length, transport	162 in	4.1 m
Number of teeth on saw wheel	36	
Attachment weight		
2.5-in (65-mm) segments	1,550 lb	700 kg
3.5-in (90-mm) segments	1,610 lb	730 kg
5-in (130-mm) segments	1,660 lb	755 kg

Offers 18-in (455-mm) digging depth, w/optional widths of 2.5 to 5 in (63.5 to 127 mm).

A322 BACKHOE**DIMENSIONS**

Backhoe length, stowed	60 in	1.5 m
Digging depth, max	72 in	1.8 m
Reach from swing pivot	102 in	2.6 m

GENERAL

Bucket width	12 in	305 mm
Bucket capacity	1.1 ft³	0.03 m³
Backhoe weight w/bucket	1,125 lb	511 kg
Swing arc	160°	

Features a remote blade lift and throttle. Maximum digging depth of 72 in (1.83 m).

MT12 MICROTRENCHER**DIMENSIONS, w/31 x 10 solid tires**

Angle of departure	19°	
Trench depth 1-ft (25.4-mm) increments	6.5-12.5 in	165-318 mm
Blade diameter	34 in	864 mm
Trench width	0.75-1.5 in	19-38 mm
Attachment weight (includes mount kit)	1,400 lb	636 kg

RT45 TRACTOR SPECIFICATIONS

U.S.

METRIC

DIMENSIONS*

Height (H1)	86 in	2.18 m
Length, transport (L2)	155 in	3.9 m
Width (W2)	64 in	1.6 m
Basic unit weight	3,240 lb	1470 kg
Wheelbase (L4)	48 in	1.22 m
Spoil discharge reach, min to max	17-20 in	430-510 mm
Tread (W4)	46 in	1.2 m
Ground clearance, min	7 in	180 mm

POWER

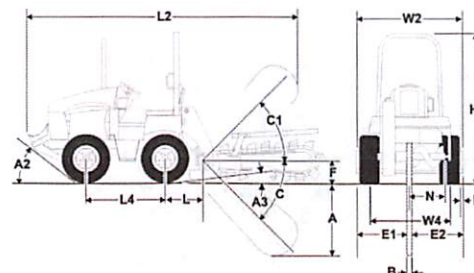
Engine	Deutz® D2.9 L4	
Fuel	Diesel	
Cooling medium	Water	
Injection	Direct	
Aspiration	Natural	
Number of cylinders	4	
Displacement	177 in³	2.9 L
Bore	3.6 in	92 mm
Stroke	4.3 in	110 mm
Gross power	49 hp	36.5 kW
Rated speed	2,600 rpm	
Emissions compliance	EPA Tier 4	EU Stage IIIA

POWER TRAIN

Ground drive transmission	Hydrostatic drive, infinitely variable from zero to maximum, foot-pedal and hand-lever operated speed/direction control	
Differentials	Dana Model 44, limited slip; Dana Model 60, limited slip	
Parking brake	Disc, hand-operated	
Service brake	Ground drive speed/direction control brakes machine hydraulically when moved to neutral position	
Attachment drive transmission	Hydrostatic, lever operated, speed infinitely variable from zero to maximum forward with limited stroke reverse	
Trencher drive transmission	Hydrostatic	

* Dimensions are based on H313 attachment and shortest roller boom length, 26 x 12-12 standard tire and wheel, and 12-inch pivot.
 ** Operating weight based on H313 attachment, longest roller boom, heaviest chain, 175 lb operator, and 26 x 12-12 tires.

Specifications are general and subject to change without notice. If exact measurements are required, equipment should be weighed and measured. Due to selected options, delivered equipment may not necessarily match that shown.



U.S.

METRIC

OPERATION**

Forward speed, max	4.7 mph	7.6 km/h
Reverse speed, max	2.7 mph	4.4 km/h
Vehicle clearance circle		
Front steer only	28 ft	8.5 m
Coordinated steer	20 ft	6.1 m
Digging chain speed, max (2,600 rpm engine speed)	460 fpm	140 m/min
Operating weight	5,375 lb	2438 kg
Headshaft speed, max (2,600 rpm engine speed)	233 rpm	

HYDRAULIC SYSTEM @ 2,600 RPM

Ground drive pump capacity	31.5 gpm	119 l/min
Ground drive pump relief pressure	3,650 psi	252 bar
Attachment drive		
Trencher	5,000 psi	345 bar
Plow/saw	3,750 psi	259 bar
Attachment pump capacity	31.5 gpm	119 l/min
Auxiliary pump capacity	11.5 gpm	44 l/min
Auxiliary pump relief pressure	2,100 psi	145 bar

NOISE LEVEL

Operator	96 dBA sound pressure per ISO 6394	
Exterior	108 dBA sound power per ISO 6393	

FLUID CAPACITIES

Fuel tank	13 gal	49 L
Engine oil	6.4 qt	6.1 L
Hydraulic system	13 gal	49 L
Hydraulic reservoir	9.5 gal	36 L
Coolant	3 gal	11 L

BACKFILL BLADE

Blade width	64 in	1.6 m
Blade height	14 in	355 mm
Lift height, above ground	12 in	300 mm
Blade drop, below ground	8 in	200 mm
Swing angle, max		
Left/right	28°	
Tilt angle		
Up/down	11°	

TIRES/PRESSURE

26 x 12-12, 4-ply bar lug	1,780 lb @ 20 psi	807 kg @ 1.40 bar
29 x 12.50-15, 8-ply bar lug (optional)	2,150 lb @ 30 psi	975 kg @ 2.07 bar

BATTERY

Group	26/26R/70	
SAE reserve capacity rating	165 min	
Cold crank rating @ 0°F (-18°C)	850 amps	
Auxiliary power outlet	12V, 5 amps	

Ditch Witch®
ditchwitch.com



FIND THE SUPPORT YOU NEED AT YOUR DITCH WITCH® DEALER, INCLUDING:



DIGGING SYSTEMS

Replacing worn digging system components is essential to maintaining maximum productivity from your trencher. See your dealer for genuine Ditch Witch chain, specially manufactured headshaft sprockets and digging teeth, which are designed to work together as a system to provide unparalleled trenching performance.



PARTS

Tires, rubber tracks, o-ring kits, decals, paint, filters, hydraulic cylinder kits, belts, and many other accessories and replacement parts are available at your local Ditch Witch dealership, where you'll also find expert advice that comes from years of experience in the underground construction industry.



SERVICE

Your Ditch Witch dealership offers professional service technicians who are extensively trained in every aspect of Ditch Witch equipment maintenance and repair. Ask a service representative about our Orange Armor® Planned Maintenance program, a schedule of maintenance at factory-suggested intervals that keeps your equipment in peak operating condition.



 **Ditch Witch®**

RT45 TRACTOR



RIDE-ON

RT45 TRACTOR

- 1 User-friendly operation, with color-coded speed/direction and attachment controls easily accessible by operator; backfill blade controlled by a highly responsive joystick.
- 2 Advanced operator presence system designed to promote safety by stopping the engine when operator leaves the seat.

- 3 Operator's station features one-piece molded instrument console designed to provide ample legroom and greater visibility.

- 4 Advanced air-filtration system designed to improve engine performance; air filter elements are easy to access and replace.

- 5 Exhaust system is mounted under a composite hood with a horizontal exhaust pipe, diverting noise and hot air from the operator.

- 6 Tier 4, 49-hp (36.5-kW) Deutz® diesel engine is designed for minimal maintenance and maximum operator productivity.

- 10 Direct-coupled, high-torque digging chain motor designed for increased production and reliability.

- 9 Easy-to-use foot pedal that controls infinitely variable ground drive forward and reverse.

- 8 Heavy-duty engine mount for high-vibration applications.

- 7 Engine service points are easily accessible from one side, simplifying maintenance.



With the increased horsepower from its Tier 4 engine, the new Ditch Witch® RT45 is the ideal machine to muscle through the earth—with your choice of trencher, backhoe, earth saw, vibratory plow, microtrencher, or combination trencher/plow attachments—while you enjoy its roomy, comfortable operator's station. With their exceptional power and many customer-driven design features, it's no surprise that Ditch Witch trenchers have been the rental industry's number one choice in this horsepower class for the last 50 years.

WE'RE IN THIS TOGETHER.





Contract#: 081-716-PMC

KEEPING CUSTOMERS FOR LIFE

November 6, 2019

Marlon Epps
City of Columbia
2910 Colonial Drive
Columbia, SC 29203

Regarding: 2020 Peterbilt 348 quotation per Sourcewell Contract #081-716-PMC

The Larson Group-Peterbilt is a proud vendor for Sourcewell, and we are pleased to submit for your review our quotation for 2 to 7 new 2020 Peterbilt 348's per Sourcewell Contract #081-716-PMC. Your terms are as follows:

- 2020 Peterbilt 348 per the attached specifications dated 11/06/2019
- Price includes Sourcewell discount from Peterbilt Motors Company
- Price includes pre-delivery inspection
- Price does NOT include state or federal taxes, such as Federal Excise Tax
- Price is FOB Body Builder
- Delivery in approximately 120-150 days after receipt of Purchase Order
- Net cash price: \$99,778 per unit**

Based on a list price of \$145,350 this represents a discount of 32.54% in agreement with the Sourcewell contract #081-716-PMC pricing for this model. Additionally, we will add cost of 25 Cubic Yard Excel rear loader body from Loadmaster per quote number 7562 dated 1/3/2019 of **\$72,721**. Installation of body will add approximately 45 days to delivery. Loadmaster quote includes delivery to Columbia, SC. Additional items include 5 year/unlimited mileage Allison warranty **\$928**, Paccar Engine and After Treatment 5 year / 200,000 miles Extended warranty **\$3,870**. Peterbilt parts and service manuals **\$460**. SC Sales Tax of **\$500** each. Your total purchase cost would be **\$178,257 per unit**. Please call or email me if you have any questions regarding this quotation. We look forward to doing business with you and your agency.

Sincerely,

James Fisher

Medium Duty and Vocational Sales
Office 704-599-2312
Cell 704-619-1276
Fax 704-597-8764

jfisher@tlgtrucks.com



THE LARSON GROUP
Phone: 417.865.5355
Fax: 417.869.7738

TLGTRUCKS.COM
3026 N Mulroy Road
Strafford, MO 65757

**CHASSIS
NUMBER:**
677459

Plant:
M

MODEL:
0003481

CUSTOMER NAME:
THE LARSON GROUP
PETERBILT

FIRM DATE:
08/12/19

REPORT DATE: 11/06/19

CHASSIS NUMBER: 677459 **MODEL:** 0003481

DEALER NO: P626

PRESENT ID-1: THE LARSON GROUP PETER

DEALER NAME AND ADDRESS:

PETERBILT OF SPRINGFIELD

DBA PB OF JOPLIN

JOPLIN MO

64804

SHIPPING DESTINATION: SEE
NARRATIVES

STARTING CHASSIS NO:

ENDING CHASSIS NO:

REQUESTED: 08/05/19

PRICE EFFECTIVE DATE: 07/01/18

TENTATIVE DATE: 08/12/19

FIRM DATE: 08/12/19

WHEELBASE: 228.00

CAB TO AXLE: 158.20

CAB TO END OF FRAME:
233.20

AXLE TO BACK OF CAB: 69.80

OPTION	DESCRIPTION	PUB	WGT
	BASE MODEL		
0003481	MODEL 348 MEDIUM DUTY	P	10611
0100000	THE CODES LISTED IN N01XX LINES WERE NOT VALID FOR THIS MODEL OR YOUR	U	0
N0101	5069770		
0200700	NOT APPLICABLE	P	0
	SECONDARY MANUFACTURER		
0203000	VEHICLE LAYOUT SENT PENDING APPROVAL	U	0
0203010	VEHICLE LAYOUT APPROVED	U	0
	FRAME AND EQUIPMENT		
0514000	10-3/4" STEEL RAILS TO 354"	P	366
	3/8" RAIL THICKNESS		
0599990	FRAME APPROVED	U	0
0612230	CUSTOM WHEELBASE OR OVERHANG	P	0
0613090	THREE-PIECE CROSSMEMBERS	P	0
0644090	EOF SQUARE WITHOUT CROSSMEMBER	P	0
	USE WITH BODY BUILDER INSTALLED XMBR		
0651090	OMIT REAR MUDFLAPS & HANGERS	P	0
	FRONT AXLE AND EQUIPMENT		
1011350	DANA SPICER E1462I 14,600 LB, 3.5" DROP	P	53
1112150	TAPER LEAF SPRINGS, SHOCKS 14,600 LBS.	P	57
1233050	POWER STEERING TRW TAS85	P	7
1250180	POWER STEERING RESERVOIR, FRAME MOUNTED	P	0
1353545	PHP10 ALUMINUM PRESET HUBS	P	0
1380070	GREASABLE FRONT SPRING PINS	P	0
1380240	DANA SPICER WIDE TRACK IPO STD	P	15
	FRONT AXLE(S)		
1380260	BENDIX AIR CAM FRONT DRUM BRAKES 16.5X5	P	0
	10,000-14,600 LB STEER AXLES		
1391410	GUSSETED CAM BRACKETS, STEER AXLE	P	0
	REAR AXLE AND EQUIPMENT		
1523340	DANA SPICER D46-170 46,000 LBS.	U	2447
1599980	REAR AXLE APPROVED	U	0
N1590	* AXLE APPROVAL #AE0095637DA *		
1616360	PHP10 ALUMINUM PRESET HUBS	P	60-
1632650	LONG STROKE PARKING BRAKES	P	20
	DRIVE AXLE(S)		
1680000	OPTIONAL LONGER STUDS FOR HUB PILOTTED	P	0

WHEEL SYSTEMS			
1680440	REFUSE SERVICE BRAKES, STEER AND DRIVE AXLES	P	0
1680450	REAR BRAKE CAMSHAFT REINFORCEMENT	P	9
1680490	GUSSETED CAM BRACKETS, DRIVE AXLE(S)	P	2
1680500	SBM VALVE	P	0
1680950	STABILITY SYSTEM NOT SELECTED OR NOT AVAILABLE	P	0
1682430	ANTI-LOCK BRAKING SYSTEM (ABS) 4S4M	P	0
1684200	SYNTHETIC AXLE LUBRICANT ALL AXLES	P	0
1687010	BENDIX AIR CAM REAR DRUM BRAKES 16.5X7	P	0
1687090	DIFF LOCK TANDEM AXLES WITH SPEED INTERLOCK	P	60
1687348	TANDEM DRIVE AXLE (MODEL 348)	P	0
1705570	RATIO 5.57 REAR AXLE	P	0
1824240	HENDRICKSON HMX460 46,000 LBS., 54" AS HAULMAAX, 60K CREEP RATING	P	551
1911010	STEEL SUSP INSERT UP TO 77" OVERHANG	P	185
ENGINE AND ENGINE EQUIPMENT			
2074506	PACCAR PX-9 350@2000 GOV@2200 1000@1400 PRODUCTIVITY (2017 EMISSIONS)	P	0
2091310	ENGINE IDLE SHUTDOWN TIMER DISABLED	P	0
2091315	ENABLE EIST AMBIENT TEMP OVERRULE	P	0
2091320	ENABLE EIST IN PTO MODE	P	0
2091372	EFF EIST NA EXPIRATION MILES	P	0
2091640	EFFECTIVE VSL SETTING NA	P	0
2140150	REMOTE PTO & THROTTLE PROVISION 12-PIN CONNECTOR ON ENGINE HARNESS	P	0
2140200	CARB ENGINE IDLING COMPLIANCE	P	0
2140320	REMOTE THROTTLE/PTO CONTROL SWITCH & WIRING EOF W/ PARK BRAKE	P	4
2141990	OMIT CHEVRON ENGINE OIL STICKER (DELO)	P	0
N2132	N205 120...STANDARD MAXIMUM SPEED LIMIT		
N2133	N207 0.....EXPIRATION DISTANCE (N207)		
N2134	P112 120...HARD MAXIMUM SPEED LIMIT (P1		
N2135	P001 73....MAXIMUM ACCELERATOR PEDAL VE		
N2137	P059 70....MAXIMUM CRUISE SPEED (P059)		
N2140	N203 252...RESERVE SPEED FUNCTION RESET		
N2141	N202 0.....MAXIMUM CYCLE DISTANCE (N202		
N2142	N206 10....MAXIMUM ACTIVE DISTANCE (N20		
N2143	N201 0.....RESERVE SPEED LIMIT OFFSET (		
N2144	P015 YES...ENGINE PROTECTION SHUTDOWN (		
N2145	P026 NO....GEAR DOWN PROTECTION (P026)		
N2146	P046 1400..MAX PTO SPEED (P046)		
N2147	P062 NO....CRUISE CONTROL AUTO RESUME (		
N2148	P068 NO....AUTO ENGINE BRAKE IN CRUISE		
N2150	N209 0.....EXPIRATION DISTANCE (N209)		
N2151	P520 YES...ENABLE IDLE SHUTDOWN PARK BR		
N2152	P030 5.....TIMER SETTING (P030)		
N2153	P233 YES...ENABLE IMPENDING SHUTDOWN WA		
N2154	P234 60....TIMER FOR IMPENDING SHUTDOWN		
N2155	P516 35....ENGINE LOAD THRESHOLD (P516)		
N2157	P031 NO....IDLE SHUTDOWN MANUAL OVERRUL		
N2159	P230 YES...ENABLE HOT AMBIENT AUTOMATIC		
N2161	P172 40....LOW AMBIENT TEMPERATURE THRE		
N2162	P173 60....INTERMEDIATE AMBIENT TEMPERA		
N2163	P171 80....HIGH AMBIENT TEMPERATURE THR		
2513060	PACCAR 160 AMP ALTERNATOR, BRUSHED	P	0
2521090	IMMERSION TYPE BLOCK HEATER 110-120V	P	2

2522110	SEE SALES TOOL DESC FOR PLUG LOCATION PACCAR 12V STARTER N/A PACCAR MX ENGINES	P	0
2538020	2 PACCAR PREMIUM 12V DUAL PURPOSE BATTERIES, 1460 CCA	P	0
2539740	KISSLING BATTERY DISCONNECT SWITCH 300 AMP; MOUNTED ON BATTERY BOX	P	2
2621000	2-SPEED FAN CLUTCH FOR FREQUENT START/STOPS	P	0
2723210	18.7 CFM AIR COMPRESSOR N/A X15	P	0
2812210	VGT EXHAUST BRAKE	P	0
2921160	SPIN-ON FUEL/WATER SEPARATOR	P	0
2921210	NO FLUID HEAT OPTION FOR FUEL FILTER	P	0
2921310	NO ELECTRIC HEAT OPTION FOR FUEL FILTER	P	0
3010400	ENGINE PROTECTION SHUTDOWN W/DASH LABEL	P	0
3114270	HIGH EFFICIENCY COOLING SYSTEM	P	0
3211120	RADIAL SEAL, DRY TYPE AIR CLEANER FRONTAL AIR INTAKE	P	0
3365270	EXHAUST SINGLE RH SIDE OF CAB DPF/SCR RH UNDER CAB (2017)	P	29
3387890	36" HT, 5" DIA STANDPIPE(S) CHROME WITH CLEAR COAT	P	4
4052110	TRANSMISSION AND CLUTCH ALLISON 3000 RDS-P TRANSMISSION, GEN 5 RUGGED DUTY SERIES	P	194
4099980	TRANSMISSION APPROVED	U	0
N4050	ALLISON SCAAN #384735		
4210080	1710 HD DRIVELINE, 1 MIDSHIP BEARING	P	0
4233030	(1) DASH MTD SINGLE ACTING AIR PTO CTRL	P	0
4250160	ALLISON WORLD TRANS PRIMARY SHIFT SCHEDULE 1	U	0
4250440	ALLISON 5TH GEN RDS, PKG 180 3000, 3500, 4000, 4500 TRANSMISSIONS	U	0
4250650	LH PTO ACCESS TRANS DIPSTICK TUBE ROUTE ALLISON TRANSMISSION	P	0
4252170	AUTO NEUTRAL ACTIVATES W/ PARKING BRAKE	P	0
4252890	ALLISON FUELSENSE 2.0 NOT DESIRED	P	0
4252950	OMIT ALLISON NEUTRAL AT STOP	P	0
4256480	TC-419 TORQUE CONVERTER ALLISON TRANSMISSION	U	0
4256640	ALLISON 6-SPEED CONFIGURATION 3000 SERIES TRANS, CLOSE RATIO GEARS	P	0
4256870	ALLISON OUTPUT FUNCTION S NEUTRAL INDICATOR FOR PTO	P	0
4256920	DASH MOUNTED PUSH BUTTON SHIFTER	P	0
4510320	AIR AND TRAILER EQUIPMENT BENDIX AD-IS AIR DRYER, HEATER COALESCING FILTER	P	0
4520420	PULL CORDS ALL AIR TANKS	P	0
4540420	NYLON CHASSIS HOSE	P	0
4543320	STEEL PAINTED AIR TANKS	P	0
4611930	BODY CONNECTIONS 5' BOC	P	4
5033580	TIRES AND WHEELS FF: GY 16PLY 12R22.5 ENDURANCE RSA PART: GY138783674 FET: 74	P	49
5133390	RR: GY 16PLY 11R22.5 G182 RSD GHG PART: GY138954644 FET: 232	P	52
5190008	CODE-REAR TIRE QTY 08.		

5210550	FF: ACC STL ARMOR 29039PK 22.5X9.00	P	75
5310610	RR: ACC STL ARMOR 50344PK 22.5X8.25	P	116
	HEAVY DUTY		
5390008	CODE-REAR RIM QTY 08.		
	FUEL TANKS		
5536100	23" ALUM 70 GAL FUEL TANK LH BOC	P	9
	5604070		
5652890	DEF TANK MOUNTED LH BOC	P	0
5652990	STD DEF TO FUEL RATIO 2:1 OR GREATER	P	0
5655019	DEF TANK SMALL	P	0
	BATTERY BOX AND BUMPER		
6010030	ALUMINUM BATTERY BOX LH U/C	P	55-
	NON-SLIP STEP		
6040550	AFTERTREATMENT RH U/C ALUM NON-SLIP	P	0
	CAB ENTRY STEP		
6121180	STEEL STYLED AERO BUMPER PAINTED CAB	P	0
	COLOR, 2 TOW POINTS		
	CAB AND EQUIPMENT		
6510110	ALUM CAB 108" BBC METTON HOOD	P	0
	W/BRIGHT FINISH CROWN		
6540120	SEVERE SERVICE CAB PACKAGE #1	P	40
	INCLUDES ALUM SIDE SKINS, ALUM REAR		
6540160	THERMAL INSULATION PACKAGE IN CAB	P	2
6911700	PETERBILT ULTRARIDE DRIVER SEAT	P	0
6923160	(2) PERSON PASSENGER SEAT	P	0
6930500	DRIVERS ARMREST - RH ONLY	P	2
6930800	BLACK SEAT COLOR IPO STD COLOR	P	0
6931120	SEAT BELT COLOR ORANGE IPO STANDARD	P	0
	BLACK		
6939400	AIR RIDE DRIVER	P	0
6939420	HIGH BACK DRIVER	P	0
6939470	VINYL DRIVER	P	0
6939510	NON-AIR RIDE PASSENGER	P	0
6939540	LOW BACK PASSENGER	P	0
6939570	VINYL PASSENGER	P	0
7001520	ADJUSTABLE STEERING COLUMN	P	11
	TILT/TELESCOPE		
7001620	STEERING WHEEL WITH PETERBILT LOGO	P	0
7036120	INTERIOR GRAY / BLACK	P	0
7210430	EXTENDED REAR WINDOW IPO STD - DAY CAB	P	0
7210540	DAY CAB REAR WINDOW	P	0
7230060	ONE-PIECE CURVED WINDSHIELD	P	0
7322010	COMBO FRESH AIR HEATER/AIR CONDITIONER	P	0
7410040	OUTSIDE SUNVISOR - STAINLESS STEEL	P	4
	N/A W/ 2.1M HR SLEEPER		
7511010	STNLS STL MIRRORS 7"X16" W/HEAT ELEMENT	P	2
7564110	POWER PACKAGE	P	0
	INCLUDES PWR DOOR LOCKS & WINDOWS		
7610020	(1) AIR HORN 15" PAINTED	P	9
	MOUNTED UNDER CAB		
7725710	STANDARD SPEAKER PACKAGE FOR CAB	P	4
	(2) SPEAKERS		
7725715	CONCERTCLASS W/O CD, INCLUDES BT PHONE	P	11
	& AUDIO, AM/FM, WB, USB AND MP3		
7850210	PLUG-IN AUTO RESET CIRCUIT BRKR	P	0
	IPO FUSES IN JUNCTION BOX		
7851480	PB ELEC WINDSHIELD WIPERS	P	0
	W/INTERMITTENT FEATURE		
7851780	CABMATE CAB AIR SUSP	P	15
7900090	TRIANGLE REFLECTOR KIT	P	13

	SHIP LOOSE		
7900270	FIRE EXTINGUISHER, CAB MOUNTED	P	9
	HAZMAT APPROVED UL LISTED/RATED ABC		
7900970	BACKUP ALARM WIRING TO EOF	P	0
8011400	MAIN TRANSMISSION OIL TEMPERATURE GAUGE	P	0
	LOCATED IN DRIVER INFORMATION DISPLAY		
8021380	AIR RESTRICTION INDICATOR MTD ON AIR	P	0
	CLEANER, INTAKE PIPING, OR FIREWALL		
8071870	MAIN INSTRUMENTATION PANEL	P	0
	GRAPHICS DISPLAY		
8111110	HEADLIGHTS COMPOSITE FENDER MOUNTED	P	0
	INTEGRAL PARK, TURN, & SIDE MARKER		
8120980	(5) MARKER LIGHTS, AERO LED	P	0
8133470	SWITCH & WIRING FOR F/O BEACON/STROBE	P	2
	10' WIRE BOC/BOS AT REAR SILL		
8133900	NONE FURNISHED STOP/TAIL/BACKUP	P	0
8133960	DAYTIME RUNNING LIGHTS	P	0
	REQUIRED ON ALL CANADIAN VEHICLES		
	PAINT		
8500710	STANDARD PAINT COLOR SELECTION	P	0
8530770	(1) COLOR AXALTA TWO STAGE PAINT	P	0
	CAB/HOOD		
N8502	A - L0006EY WHITE		
N8520	FRAME L0001EA BLACK		
N8530	FENDER L0006EY WHITE		
N8540	HOOD TOP L0006EY WHITE		
N8550	CAB ROOF L0006EY WHITE		
N8570	BUMPER L0006EY WHITE		
8999990	SHIPPING DESTINATION OTHER THAN DEALER	P	0
	(SPECIFY BY NARRATIVE)		
N8990	8999990 LOADMASTER		
N8991	8999990 100 W ELEVENTH ST		
N8992	8999990 NORWAY, MI 49870		
N8993	8999990 AL MICHAUD 906-563-9226		
N8994	8999990 TLG 25YD STOCK MUNICIPAL		
	MISCELLANEOUS		
9400091	PETERBILT CLASS 7 STANDARD COVERAGE	P	0
	1 YEAR/UNLIMITED MILES/KM		
9400094	PACCAR PX-9 STANDARD COVERAGE	P	0
	2 YRS/250,000 MI (402,336 KM)/6,250 HRS		
9408917	WAIVE VEHICLE LAYOUT CHARGE	U	0
9408931	PDI AT EXCELLENCE PETERBILT LOCATION	P	0
9408982	VEHICLE LAYOUT	P	0
9409800	2017 EPA EMISSIONS ENGINE	P	0
	WARRANTY ONLY		
9409869	PRESENTATION CREATED WITH SMARTSPEC	P	0
9409960	PRESENTATION CREATED USING FEATURED	P	0
	SPEC FOR MODEL		
9490082	APPLICATIONS CONTACT:	U	0
	CHRIS PULTE (940) 591-4239		
N9400	9408917 OAR		
N9401	9408982 SYANCEY@TLGTRUCKS.COM PLEASE		
N9402	9408982 COPY BASIC LAYOUT ON 610359 PUT		
N9403	9408982 DEF BEHIND CAB.		
N9490	9490082 OAR		
N9496	PLEASE SCHEDULE ONE PER MONTH AT		
N9497	05/13, 06/10, 07/15, 08/12, 09/09,		
N9498	10/07, 11/04, AND 12/02 THANK YOU		
	PROMOTION		
N9510	9511416 OAR		

N9994 EMAIL: SYANCEY@TLGTRUCKS.COM
N9995 CELL PHONE: 417-848-1090
N9996 SALESPERSON ID: SHAWNYANCEY
N9997 DEALER CONTACT
N9998 NAME: SHAWN A. YANCEY PH:417-414-6089
N9999 CEP 11/29/18 OC008

UNIT TYPE: 2

PRICE EFFECTIVE DATE: 07/01/18

**** WEIGHT SHOWN HERE IS AN ENGINEERING ESTIMATE AND DOES NOT INCLUDE UNPUBLISHED
OPTION OR FRAME RAIL WEIGHTS. ACTUAL 'SHIPPING' WEIGHT MAY VARY.**

1/3/19am

Acknowledgement

Quote # 7562

Purchase Order = 28191

Bill To:

Truck Component Services (TCS)
403 E Evergreen Road
Strafford, MO 65757

Manufactured For:

Excel S 25 Slimmed Down tipper/camera Unit I

Qty	PART#	DESCRIPTION
x	2201007	Excel - 25 Yd Rear Loader - Short Body
x	9999999	Full Factory Mount-New Chassis
x	9999999	Polyurethane Enamel Paint-Customer Specified
x		Hot Shift PTO w/ Pump Installed Auto Trans w/Sump Splash Control
x	2211051	Sump Sludge Control Option - SXL/PTO/In Body Tank
x	0120500	2-10 Yd Reeving Winch System
x	0120409	Uni Latch Coupler for ANSI Compliant Containers
x	2211030	Container Bumper Bar
x	2211010	Installation Customer Supplied Tipper - Single (LM Hydraulics) Curbside
x	0120036	Hopper Work Light-Double
x	0120055	LED Strobe System - (4) 4" Dia Body & T/G (Each front corner)
x	0120329	Camera System w/ Color - 7" Flat Screen - Rosco
x	2211183	Triple Tailgate Side and Sweep Base Remote Zerk
x	2211098	SXL Remote Zerk - Ejector

Subtotal

Plus Surcharge

Less Discount

Grand Total per truck in US Funds

PLEASE ADVISE OF THE FOLLOWING:

Paint Color & PPG, Dupont, Sikkens, or Valspar Paint Code - \$100 Charge for wrong code				
Chassis Type, VIN & Approximate delivery date				
Chassis Dealer Contact Information				
Transmission Type				
Engine Model				
Pump/PTO Kick Out Speed 1700 RPM or Advise				
Frame Height Rear:		Frame Height Behind Cab:		
Standard Suspension:		Air Ride Suspension:		
Tire Size	Front:	Intermediate:	Intermediate:	Rear:
Acknowledged by:			Date:	
Advise CA:				

NOTE: REMEMBER TO ORDER BODY BUILDER HARNESS IF
Use International Code 12VZA (when Diamond Logic is not chosen
You are Subject to a additional charge if missing.)

* Battery Boxes located below optional Clean Out Doors will need to be relocated or lowered 2-3"

ACKNOWLEDGEMENT COMMENTS

NOTE: Loadmaster will make every effort to deliver ordered equipment within the time frame stated. However by accepting this acknowledgement the dealer/customer agrees that Loadmaster is not responsible for any monetary damages, (including, but not limited to chassis floor plan interest) which may result from Loadmaster's inability to produce the equipment within the time frame stated.

Terms Are COD Upon Completion at the Factory

Prices Are FOB Norway, MI Unless Otherwise Arranged

Freight by Dealer

NOTE: Have Truck Engine Remote Throttle Programmed to 1200 RPM prior to shipping truck to Loadmaster

Loadmaster will make no guarantee that Paint Match Cab will be 100% exact.

Loadmaster will guarantee order prices only six months after receipt of order (due to chassis delivery).

Pack on the Go is standard. If Pack in Neutral is desired, it must be requested on the order.



COMPANY
WRENCH



Product Quotation

Prepared For:
Marlon Epps

City of Columbia
Columbia SC 29203



Prepared By:
Roger Ward
Company Wrench JCB
Lexington SC 29072
mobile:

Image is for indicative purpose only and may not represent exact equipment being quoted


**COMPANY
WRENCH**


Standard Equipment

Standard Equipment and Features & Benefits related to this product are subject to change without notice

GENERAL	Front and rear unitized mainframe modules with a componentized driveline. Frame mounted hydraulic and fuel tanks with convenient cleanout ports. Front and rear fenders with coverage that accommodate all tire options. One piece rear hood with gas assisted struts provides excellent service access to engine. Articulation locking strut for transportation.
ENGINE	JCB EcoMax 4.4 L (269 CID) 4-cylinder turbo-charged water-cooled direct injection engine. 125 gross HP (Tier4F) cyclonic air pre cleaner with scavenger system single element air filter spin-on filters injection with water separator variable speed cooling fan wide core radiators single faced cooling pack thermostart assist and antifreeze to -33 degrees. Selective catalytic converter (SCR) after treatment
TRANSMISSION	Full powershift automatic transmission with torque converter. Four forward and three reverse gears with a speed inhibitor and modulation for smooth directional changes. Twist grip for manual gear selection with transmission kickdown button. Forward and reverse control switch on hydraulics control lever. Selectable transmission disconnect on brake pedal and hydraulics control lever. Transmission underbelly guard for added protection.
TIRES	Several types available.
FRONT/REAR AXLE	Torque proportioning differentials with outboard planetaries. Optional limited slip differentials available for superior traction performance.
SERVICE BRAKES	Oil immersed and inboard mounted multi-disc design. Dual circuit design with accumulator backup to provide stopping ability in all conditions. Mechanical disc parking brake operating on the transmission output shaft.
ELECTRICS	24 volt, IP 67 water and dust resistant connectors with numerical coded wiring. 60 amp alternator with 2 heavy duty low maintenance batteries rated at 850 CCA. Battery disconnect switch located at cab steps. Electrical circuit test button. Back-up Alarm.
LIVELINK	3 Years subscription allows for enhanced machine security, improved service monitoring, and modernized fleet control




**COMPANY
WRENCH**


Prepared For:
Marlon Epps
City of Columbia
2910 Colonial Drive
Columbia SC 29203

phone:803-331-3015
fax:803-733-8500
marlon.epps@columbiasc.gov

Dealer Information
Company Wrench JCB
141 Brickyard Rd.
Lexington SC 29072
phone:803-520-0032
www.companywrench.com

Prepared By:
Roger Ward
r.ward@companywrench.com
mobile:
Quote Date: 12/06/19
Valid Until: 01/05/20
Quotation Reference: 248674

Model: 417 HT T4F
Qty: 1
Equipment Description

417 HT BASE MACHINE (TIER 4 FINAL EMISSIONS COMPLIANT) * \$ 99,749.00

*417 HT T4F *MAX POWER: 125HP/93KW *TORQUE PEAK: 550NM @ 1500RPM
*JCB ECOMAX 4.4L ENGINE *SCR AFTERTREATMENT *NO DPF *WIDE CORE
COOLING PACK *FTTL - 6,299KG * 4 RAM HT LOADER END *CAB: FULL
ROPS/FOPS *JCB COMMANDPLUS CAB *FULL INSTRUMENTATION MONITOR
WORKLIGHTS (HALOGEN -4 FRONT OF CAB, 2 REAR CAB) CHASSIS
ARTICULATION STAY

GOODYEAR SGL 17.5-25 12 PLY \$ 7,842.00

STANDARD SPEC CAB (USA). SLIDING / TINTED GLASS. \$ 4,510.00

FULL CAB HEATER AND AIR CONDITIONING \$ 4,808.00

40KPH / 24MPH STANDARD AXLES, MECHANICAL PARK BRAKE, FULL FENDER COVERAGE \$ 11,508.00

STANDARD HEIGHT ARM, 3 SPOOL JOYSTICK CONTROLS, // LIFT \$ 1,835.00

LANGUAGE PACK: NORTH AMERICA \$ 0.00

FRONT LIGHT GUARDS - BOX PROTECTION \$ 114.00

SMOOTH RIDE SYSTEM \$ 4,617.00

GRID HEATER - COLD START \$ 0.00

GREASE GUN AND CARTRIDGE 400G \$ 41.00

1.75 CU. YD. MULTIPURPOSE BUCKET - 96" WIDE W/ CUTTING EDGE
(REPLACEMENT BOLT-ON EDGE 549/313851) \$ 12,077.70

Equipment Total List Price 148,101.70

Cust Disc Off List 25.00% 37,025.43

Equip Total after Disc 111,076.28

Total Customer Sale Price 111,076.28

Notes: Sourcewell Contract #040319-JCB

The above quote supercedes all preceeding price quotes. Prices quoted are valid for 30 days from quote date.

**Plus applicable State Sales Tax.

Customer Acceptance: _____

Date _____

Dealer _____

Date _____



Solicitation Process

While it is the desire of Sourcewell to meet our members' procurement requirements, it is ultimately our members' responsibility to interpret local purchasing laws to determine their own ability to access and utilize Sourcewell contracts.

Our rigorous request for proposal (RFP) process is continuously being refined to meet the changing needs of our members. The desired result is a national, competitively solicited procurement and contract process that is not only valued by members but meets or exceeds their requirements—offering exceptional products and services from nationally acclaimed vendors.

1. Identify Member Needs and Research Solutions

Sourcewell identifies areas of need through daily member interactions and advisory committees, then researches the best approach for each offering.

2. Seek Authorization from Sourcewell's Board of Directors

After establishing the existence of member needs and a viable industry solution, permission from the publicly elected Sourcewell Board of Directors is sought to officially begin the development of the solicitation and overall procurement process.

3. Draft Solicitation, Public Advertisement, and Notice

Our solicitation document is the cornerstone of cooperative contract purchasing. The consistency of the solicitation document, its response forms and evaluation criteria, are some of our greatest assets.

Sourcewell advertises each RFP:

- In print and online: [Salt Lake News](#) (Utah), [USA Today](#) (National), [Daily Journal of Commerce](#) (Oregon), [The State](#) (South Carolina)
- On the Sourcewell website
- On e-commerce sites: [Biddingo](#), [MERX](#), [Onvia](#), [PublicPurchase](#)

We also notify each state procurement department for re-posting of the solicitation within their system at their option.

4. Conduct Pre-Proposal Conference, Followed by Receipt of Responses

Proposers are typically given five to six weeks from the advertisement of the RFP to respond. A Pre-Proposal Conference is conducted to answer questions and provide clarification. An addendum may be issued as necessary.

For accuracy, Sourcewell time and date stamps each Proposal immediately upon receipt at our office in Staples, MN. Sourcewell conducts a public opening of the proposals received at the time, date, and place specified in the RFP.

5. Evaluate Responses

Evaluation begins at the proposal opening by determining the responsiveness of each proposal. The final evaluation is conducted using the "Proposal Evaluation" form defined in the RFP (Form G). [Click here for an example.](#)

6. Provide Recommendation to Chief Procurement Officer (CPO)

Recommendations of the evaluation committee are presented to the CPO for final review and possible award. The CPO has the final authority to issue or deny a procurement contract.

7. Award Vendors

Upon approval by the CPO, the recommended vendor is awarded a four-year contract term with the potential for an additional one-year extension at the discretion of Sourcewell. The Procurement Department sends Notice of Award or Non-Award to all respondents via email.

8. Posting and Reviewing Approved Contract Documents

A complete procurement file is maintained by Sourcewell, and contract documentation is posted on our website for review by our members and are periodically reviewed for compliance and effectiveness. Vendors are allowed to seek price and product changes upon the approval from Sourcewell.

ORDINANCE NO.: 2020-001

Granting an encroachment to Daniel Kadar for the use of right of way area of the 2000 block of Devine Street for the installation and maintenance of iron tubing bicycle rack adjacent to 2222 Devine Street, Richland County TMS#11312-16-06

WHEREAS, Daniel Kadar (hereinafter "Grantee") desires to utilize a portion of the right of way area of the 2000 block of Devine Street adjacent to 2222 Devine Street, Richland County TMS #11312-16-06 for the installation and maintenance of an iron tubing bicycle rack measuring approximately four (4') feet in length and four (4) feet in height, as shown on the attached drawing; and,

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

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2020, that Grantee is hereby granted the right to use the right of way area of the 2000 block of Devine Street adjacent to 2222 Devine Street, Richland County TMS #11312-16-06 for the installation and maintenance of an iron tubing bicycle rack measuring approximately four (4') feet in length and four (4) feet in height, as shown on the attached drawing; and,

ALL WORK SHALL COMPLY with the requirements of The City of Columbia and South Carolina Department of Transportation now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager.

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

1. No item shall be placed or allowed so 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 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. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle.
4. All trees shall be protected and no large tree roots shall be removed from any existing trees.
5. Grantee is responsible for all costs and repair of the improvements within the right of way should the City have to dig in the area or remove any part thereof for maintenance to City water and or sewer lines.

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

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

BE IT FURTHER ORDAINED that Grantee, in consideration of the above privilege, shall at 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

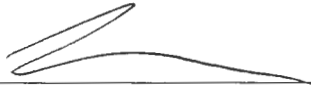
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



City Attorney

City Clerk

Introduced:

Final Reading:

**CITY COUNCIL
ENCROACHMENT SUMMARY
2020-001**



**2000 BLOCK OF DEVINE STREET
ADJACENT TO 2222 DEVINE STREET
BICYCLE RACK**

Subject Property:	Right-of-way to the 2000 block of Devine Street adjacent to 2222 Devine Street, TMS#11312-16-06
Council District:	3
Proposal:	The applicant is requesting an encroachment for installation and maintenance of a bicycle rack
Applicant:	Daniel Kadar
Staff Recommendation:	Approval with conditions

Detail:	The applicant is requesting an encroachment for installation and maintenance of an iron tubing bicycle rack measuring approximately four (4') feet in length and four (4) feet in height, as shown on the attached drawing; and, Conditions of the proposed encroachment are as follows: 1. No item, shall be placed, or allowed so 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 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. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle. 4. All trees shall be protected and no large tree roots shall be removed from any existing trees. 5. Grantee is responsible for all costs and repair of the improvements within the right of way should the City have to dig in the area or remove any part thereof for maintenance to City water and or sewer lines.
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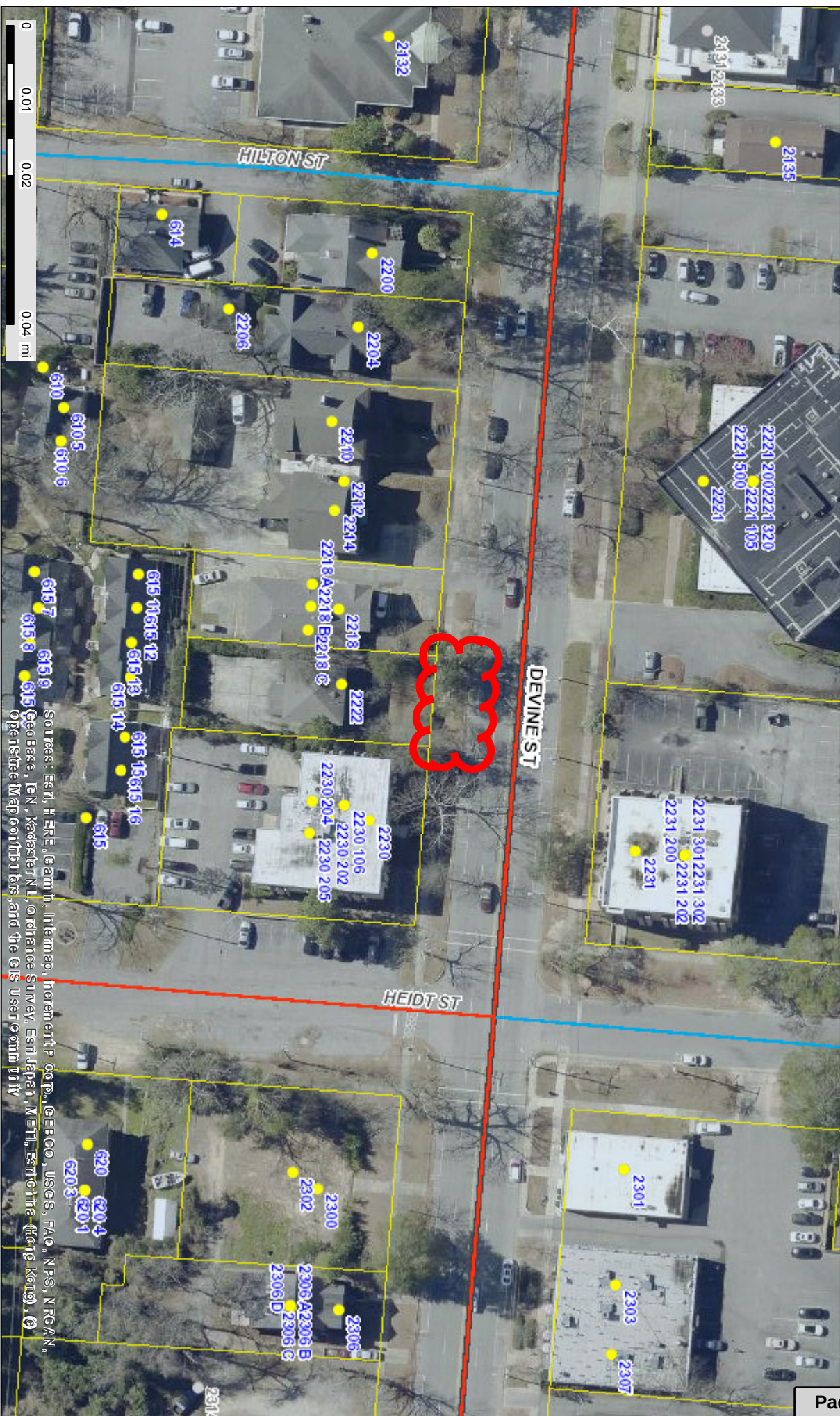
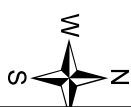
CITY AGENCY COMMENTS FOR ENCROACHMENT

Planning & Development Services	Recommend approval.
Street Division	Recommend approval.
Utilities and Engineering	Recommend approval.
Traffic Engineering	Recommend approval.
Forestry	Recommend approval.
Land Development	Recommend approval.
Fire	Recommend approval.

City of Columbia

2222 Devine St. - Encroachment

Tuesday, December 3, 2014



CITY OF COLUMBIA GIS DATA DISCLAIMER

The City of Columbia GIS data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk of the user.



REQUEST FOR A PERMANENT COMMERCIAL ENCROACHMENT ORDINANCE (INCLUDING OUTDOOR DINING/LANDSCAPING/STUDENT HOUSING)

For a continuing encroachment on any type of property in which the City has an interest (i.e., rights of way, tree zone, sidewalk, streets), the person or entity is required to have an encroachment ordinance enacted by City Council permitting the encroachment. Encroachment ordinances are required for but not limited to: irrigation systems; landscaping; fencing; walls; pavers; walkways; outdoor dining items (chairs, tables, umbrellas, etc.); awnings; bollards and directional signs (i.e., churches) Business signs are NOT permitted via an encroachment. Encroachments must comply with all existing City codes, rules and regulations, the Americans with Disabilities Act, if applicable, and are subject to review and approval by City staff. Enactment of the encroachment ordinance by a majority vote of City Council, which is a discretionary legislative act, is also required. In order to obtain an encroachment ordinance from the City of Columbia, it will be necessary for the City of Columbia to be named as an additional insured on your insurance policy with limits being increased to \$600,000 as required by Sec. 11-71. It is recommended that you contact your insurance provider to determine if it will name the City of Columbia as an additional insured prior to submitting your request for an encroachment ordinance. If you have any questions concerning these requirements, please contact Chip Timmons with Risk Management, (803) 733-8306 or catimmons@columbiasc.net.

Please complete and submit this form along with photographs and drawings or site plan drawn to scale (including a 8-1/2 x11) to Johnathan Chambers by e-mail at jechambers@columbiasc.net; fax at 803-343-8779; or mail to Johnathan Chambers, Development Services, POB 147 Columbia, SC 29217, for preparation of an encroachment ordinance. Copies to City departments should be directed to the contact person for that department as shown below.

All work shall comply with the requirements of the City of Columbia and South Carolina Department of Transportation now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager. Property owned, operated and maintained by SCDOT shall comply with SCDOT encroachment requirements.

Date: 09/18/2019

Property Owner: Wayne T Smith and Bruce E Walker

Applicant's Name if different from Property Owner: Daniel Kadar

Contact Information: Telephone Number: 803-888-3881 Fax Number: 803-753-9770

Mailing address: 2222 Devine St, Columbia SC 29205

E-mail address: dkadar@assurancemortgage.com

Business Name/Development Name for Encroachment: Assurance Financial

Encroachment type: ☐ Wall ☐ Fence ☐ Columns ☐ Steps ☐ Irrigation System ☐ Landscaping ☐ Driveway ☐ Pavers ☐ Sidewalk/Walkway
☐ Planters ☐ Awning ☐ Underground Utilities ☐ Other: Bicycle Rack

Dimensions (height/width/length): 48" x 48"
 (i.e. 6'x42' wooden privacy fence;
 two 12'x4'x3' concrete steps)

Construction material: Square Iron Tubing In the shape of a house.

☐ **OUTDOOR DINING:** The Fire Marshal's posted capacity allowed within the business at the time of enactment of the outdoor dining encroachment ordinance shall include the total number of patron seating approved for the outdoor dining encroachment area, if not already included in the posted capacity allowance, so that patrons relocating from inside to the outside or from outside to the inside do not cause the posted capacity to be exceeded.

Hours/days of operation for outdoor dining: _____

Posted Maximum Capacity Allowance (inside/outside combined): _____ No. of chairs outdoors: _____ No. of Tables Outdoors: _____

Do you serve: ☐ Wine ☐ Beer ☐ Liquor SCDOR ABL No.: _____ If not, do you intend to apply for an ABL license? _____

I acknowledge that the adjoining property owners and businesses have been contacted and approve the addition of outdoor dining at this location to include the service of beer, wine and/or liquor if applicable during the business hours noted above, and that any changes made to the business hours, use of the encroachment area or items allowed within the encroachment area will require an amendment to the encroachment ordinance.

Name/Title: _____
 Date: _____

I acknowledge that any changes made to the business, hours, use of the encroachment area, or items allowed within the encroachment area, to include obtaining a license to sell beer, wine and/or liquor will require an amendment to the encroachment ordinance.

Name/Title: _____
 Date: _____

The proposed ordinance will be sent to the requesting party and City offices for review and approval. Johnathan Chambers will compile the recommendations and forward them to the City Clerk for scheduling before City Council. This process may take from 30-90 days.

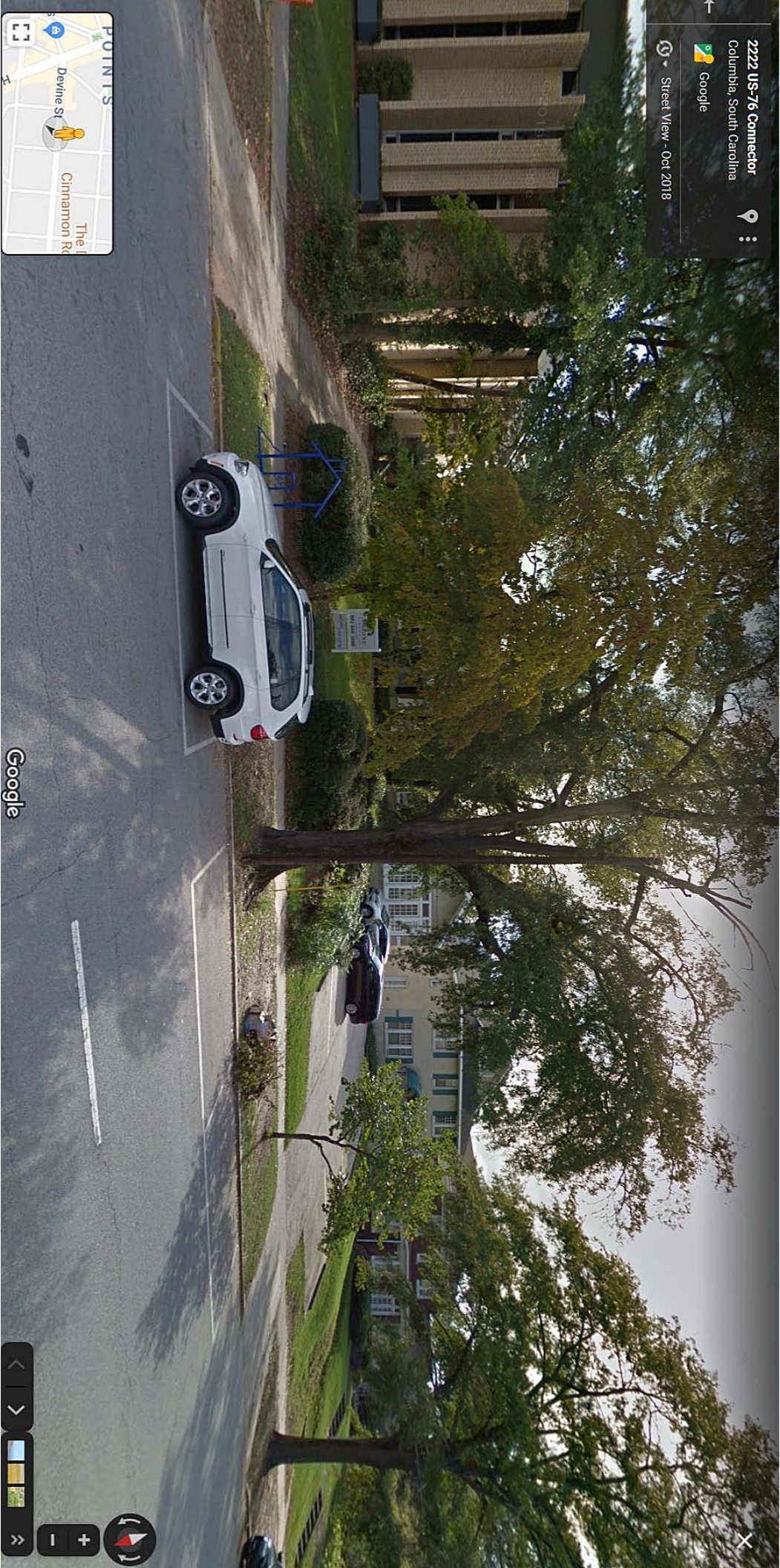
CONTACT
 Johnathan Chambers
 John Fellows
 Brian Cook
 Jerry Thompson
 Fanessa Pinckney
 Amy Moore
 Robert Harkins
 Denny Daniels
 Robert Anderson
 Robert Sweat
 David Brewer
 Sara Hollar
 John Hooks
 Chip Timmons
 David Koon
 John David Spade
 LR: 7/2014

DEPARTMENT
 Development Services (Land Development)
 Development Services (Planning)
 Development Services (Zoning)
 Development Services (Building Inspections)
 Development Services (Permits)
 Development Services (Historic Preservation)
 Development Services (Plans Review)
 Utilities & Engineering (Construction Management)
 Public Works (Administration)
 Public Works (Street Division)
 Public Works (Traffic Engineering)
 Public Works (Forestry & Beautification)
 Public Works (Solid Waste)
 Risk Management
 Fire Department
 Parking Services

PHONE
 803-545-3333
 803-545-3222
 803-545-3332
 803-545-3420
 803-545-3420
 803-545-3222
 803-545-3420
 803-545-3400
 803-545-3780
 803-545-3790
 803-545-3850
 803-545-3860
 803-545-3800
 803-733-8306
 803-545-3701
 803-545-3070

FAX
 803-343-8779
 803-733-8647
 803-733-8647
 803-733-8699
 803-733-8699
 803-733-8647
 803-733-8647
 803-988-8199
 803-733-8648
 803-545-3785
 803-733-8648
 803-733-8648
 803-733-8245
 803-401-8839
 803-733-8523

E-MAIL
 jechambers@columbiasc.net
 jsfellows@columbiasc.net
 kbcook@columbiasc.net
 jlthompson@columbiasc.net
 fcpinckney@columbiasc.net
 aemoore@columbiasc.net
 rfharkins@columbiasc.net
 jddaniels@columbiasc.net
 raanderson@columbiasc.net
 rgswaatt@columbiasc.net
 ddbrewer@columbiasc.net
 sehollar@columbiasc.net
 jphooks@columbiasc.net
 catimmons@columbiasc.net
 cfdgkoon@columbiasc.net
 spade@columbiasc.net





RESOLUTION NO.: R-2020-008

Authorizing consumption of beer and wine only at the Rocky Shoals Spider Lily Happy Hours in the Amphitheater Area of the Riverfront Park on Tuesdays, April 7, April 14, April 21, April 28, May 5, May 12, May 19 and May 26 with rain contingency dates of Thursdays April 9, April 16, April 23, April 30, May 7, May 14, May 21 and May 28, 2020

WHEREAS, Bierkeller ("Sponsor") is sponsoring the Rocky Shoals Spider Lily Happy Hours in the Amphitheater Area of Riverfront Park from 5:30 p.m. until 9:00 p.m. on Tuesdays, April 7, April 14, April 21, April 28, May 5, May 12, May 19 and May 26 with rain contingency dates of Thursdays April 9, April 16, April 23, April 30, May 7, May 14, May 21 and May 28, 2020; and,

WHEREAS, the Council has requested permission for the use of the Amphitheater Area at Riverfront Park from 4:30 p.m. until 10:00 p.m. on Tuesdays, April 7, April 14, April 21, April 28, May 5, May 12, May 19 and May 26 with rain contingency dates of Thursdays April 9, April 16, April 23, April 30, May 7, May 14, May 21 and May 28, 2020, for preparation and staging of the area and for crowd control and overflow at the outdoor event to be held between 5:30 p.m. until 9:00 p.m. on Tuesdays, April 7, April 14, April 21, April 28, May 12, May 19 and May 26 and Thursday, May 7, 2020 with rain contingency dates of Thursdays April 9, April 16, April 23, April 30, May 14, May 21 and May 28, 2020 in the Amphitheater Area at Riverfront Park and for patrons to consume beer and wine only at the event during the hours of 5:30 p.m. and 8:30 p.m.; and,

WHEREAS, it has been determined that such events would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this ____ day of _____, 2020, that the sale of beer and wine beverages only are authorized between the hours of 5:30 p.m. and 8:30 p.m. at the event; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skateboards, and horses, except police horses, is prohibited. Canines are allowed, provided that current leash laws are observed as are set out in the 1998 Code of Ordinances of the City of Columbia, as amended. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages only within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages only, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the clean up of all trash and debris within the festival area and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area, any costs incurred by the City in removing loose trash and debris within the festival area, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages only,

all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that during the designated time that the Amphitheater Area at Riverfront Park, with the exception of the parking area and any other areas posted as to not allow beer and wine only, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, the Amphitheater Area at Riverfront Park, with the exception of the parking area and any other areas posted as to not allow beer and wine only, is deemed to be the site of a public festival at which beer and wine only may be consumed and the prohibition against possession or consumption of beer and wine only as set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine only shall be permitted only in containers provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the timeframes and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Code Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that in the event of inclement weather on Tuesdays, April 7, April 14, April 21, April 28, May 5, May 12, May 19 and May 26 2020, that the Amphitheater Area at Riverfront Park, with the exception of the parking area and any other areas posted as to not allow beer and wine only, shall be closed on Thursdays, April 9, April 16, April 23, April 30, May 7, May 14, May 21 and May 28, 2020. The hours of operation for the event, service of beer and wine at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

BE IT FURTHER RESOLVED that should the organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

Assistant City Manager Simons

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


City Attorney

City Clerk

Introduced:

Final Reading:

DATE OF REQUEST

Jan. 6, 2020

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)Scott Burgess/Bierkeller
blerkeller@columbiac.net
803 338-1599

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)

Rocky Shoals Spider Lily Happy Hours/outreach about the plant, a species of concern

DATE(S) OF EVENTS:

Tuesdays in April and May 4/7, 4/14, 4/21, 4/28, 5/5, 5/12, 5/19, 5/28

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.)

Thursday 4/9, 4/16, 4/23, 4/30, 5/7, 5/14, 5/21, 5/28

LOCATION OF EVENT

(i.e., Amphitheater area
of Finlay Park; 1300 and 1400 blocks
of Main Street between Lady Street
and Hampton Street)

Brick and Grassy Amphitheater at Riverfront Park South, 312 Laurel St 29201

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)

n/a

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

n/a

park to remain open to public during setup, event and tear down

HOURS OF EVENT

(i.e., 6:00 p.m. - 10:00 p.m.)*

5p-9p

HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**)

(Service should end one-half hour prior to end of event, i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*

5p-8:30p

Requests should be submitted by mail, e-mail or fax at least NINETY (90) days in advance of the event to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (slardis@columbiac.net), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Approval from the adjoining business/property owners must be obtained before your request will be submitted to City Council if streets are to be closed off during business hours. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

*Outdoor possession and consumption of beer and wine beverages only. all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of events to residential properties.

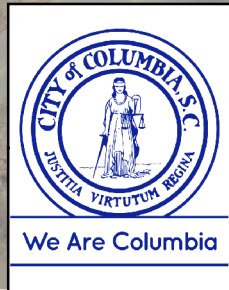
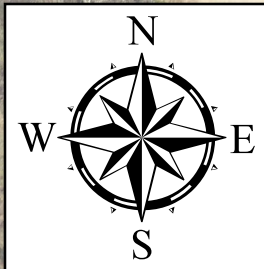
**With the exception of the parks listed in Sec. 15-1 Prohibited acts in parks (8). POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of alcoholic beverages or alcoholic liquors within the event area are prohibited.

NOTE: This form should only be used for public events where beer and/or wine are to be sold and consumed on City property (i.e., Five After Five, St. Patrick's Festival, Concerts in Finlay Park, etc.).

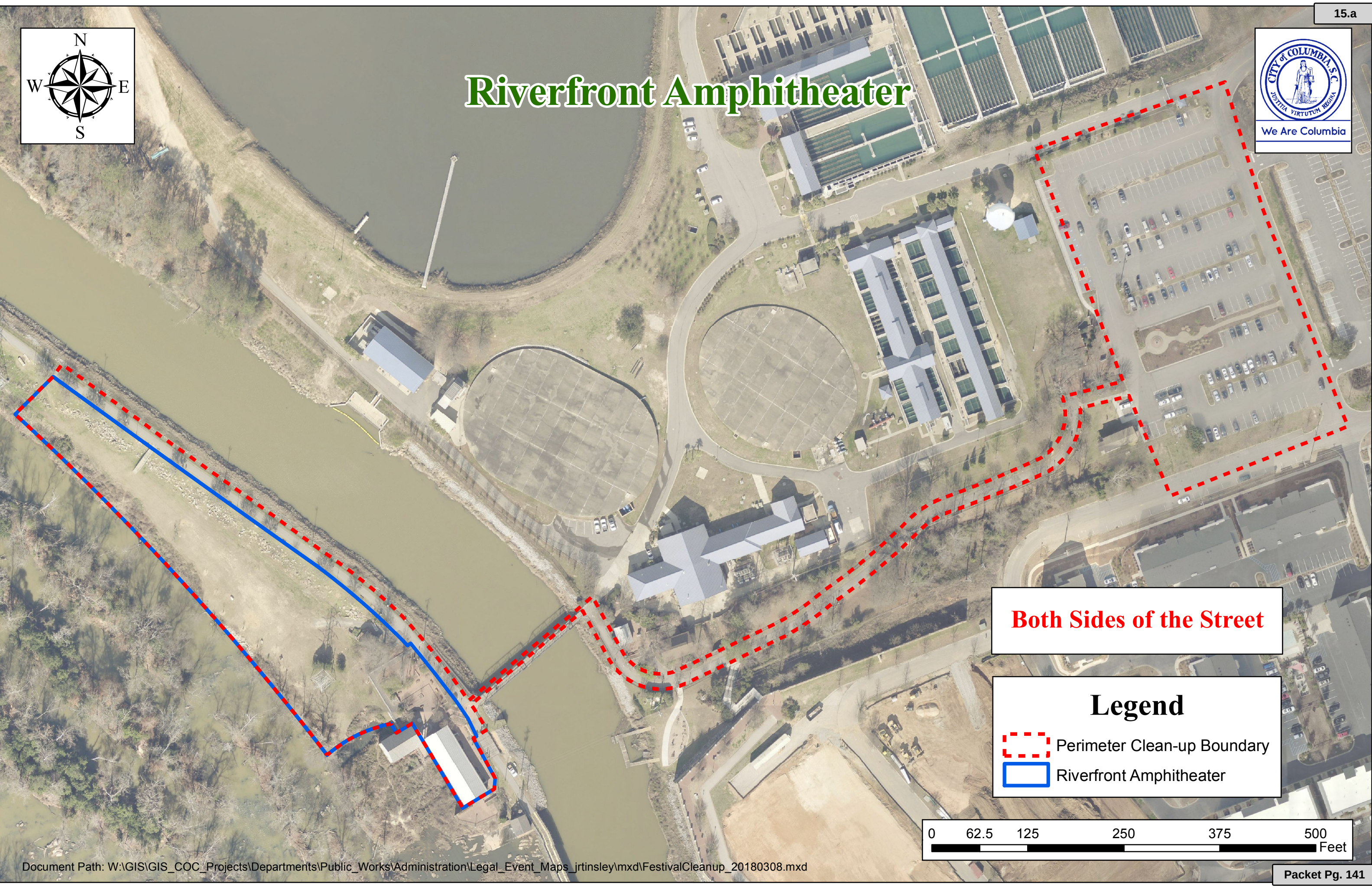
This form should not be used to request use of City property for private events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety.

Fire Marshal George N. Adams, Jr., 803-545-3703; cfdgadams@columbiac.netLegal Department - Shari Ardis; 803-737-4242; slardis@columbiac.net or fax 803-737-4250 - resolution preparationPolice Department Special Events - Officer Robert Hall; 803-545-3535; rjhall@columbiac.net parade permit, policeParks and Recreation - Pearl Osborne; 803-545-3100; peosborne@columbiac.net park reservationsPolice Department Community Services - Brenda Murphy; 803-545-3507; bmmurphy@columbiac.net - street closing

Last revised: 1/2017



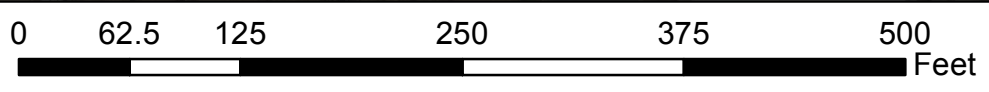
Riverfront Amphitheater



Both Sides of the Street

Legend

-  Perimeter Clean-up Boundary
-  Riverfront Amphitheater



RESOLUTION NO.: R-2020-010

Authorizing consumption of beer and wine only at Soda City Spring Yard Sale within the Biergarten Area only on Saturday, April 25, 2020 with a rain contingency of Saturday, May 2, 2020

WHEREAS, Emile DeFelice ("Sponsor") is sponsoring the Soda City Yard Sale Market to be held in the half block area of the 1200 block of Main Street north of the entrance into the garage located behind 1221 Main Street to allow for ingress and egress to the parking garage; the half block area of the 1200 block of Lady Street west of the entrance to the First Citizens Bank and Trust parking lot to allow for ingress and egress to the parking lot; the half block area of the 1100 block of Lady Street east of the entrance into the parking garage located behind 1227 Main Street to allow for ingress and egress into the parking garage; the 1300 block of Main Street between Lady Street and Washington Street; the half block area of the 1100 block of Washington Street east of the parking lot located behind 1401 Main Street and the Washington Street garage to allow for ingress and egress to the parking lot and garage; including the intersections of Lady Street and Main Street and Washington Street and Main Street; the 1400 block of Main Street including the intersection of Hampton Street and Main Street; the half block area of the eastern 1100 block of Hampton Street adjacent to Boyd Plaza to the entrance of the parking lot located behind 1441 Main Street to allow for ingress and egress to the parking lot; the half block area of the 1200 block of Hampton Street west of the entrance of the driveway to the Marriott; the 1500 block of Main Street between Hampton Street and Taylor Street, excluding Boyd Plaza; the 1600 block of Main Street between Taylor Street and Blanding Street, excluding the intersection of Taylor Street; from 9:00 a.m. until 1:30 p.m. on Saturday, April 25, 2020, with a rain contingency of Saturday, May 2, 2020; and,

WHEREAS, Sponsor has requested permission to designate a contained Biergarten area to be located within the Market footprint in the intersection of Hampton Street and Main Street, the half block area of the 1100 block of Hampton Street east of the entrance of the parking lot located behind 1441 Main Street to allow for ingress and egress to the parking lot; the half block area of the 1200 block of Hampton Street west of the entrance of the driveway to the Marriott; and the southern end of the 1400 block of Main Street to the brick median, excluding Boyd Plaza and the sidewalks, and to allow for a twenty (20') foot emergency lane, from 9:00 a.m. until 1:30 p.m. on Saturday, April 25, 2020, with a rain contingency of Saturday, May 2, 2020; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use of the designated Biergarten area located in the closed portions of the intersection of Hampton Street and Main Street, the half block area of the 1100 block of Hampton Street east of the entrance of the parking lot located behind 1441 Main Street to allow for ingress and egress to the parking lot; the half block area of the 1200 block of Hampton Street west of the entrance of the driveway to the Marriott; and the southern end of the 1400 block of Main Street to the brick median, excluding Boyd Plaza and the sidewalks, and to allow for a twenty (20') foot emergency lane, from 7:00 a.m. until 2:00 p.m. on Saturday, April 25, 2020, with a rain contingency of Saturday, May 2, 2020; for an event to be held from 9:00 a.m. until 1:30 p.m., and for patrons to consume beer and wine beverages only during the event hours of 9:00 a.m. until 1:00 p.m., on Saturday, April 25, 2020, 2019, with a rain contingency of Saturday, May 2, 2020; and,

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this ____ day of _____, 2020 that the sale of beer and wine beverages only is authorized within the designated Biergarten area only between the hours of 9:00 a.m. and 1:00 p.m. on Saturday, April 25, 2020, with a rain contingency of Saturday, May 2, 2020; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the cleanup of all trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area and within the designated area of impact as shown on the attached drawing, any costs incurred by the City in removing loose trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, is prohibited. Canines and felines are allowed, provided that current leash laws are observed as are set out in the 1998 Code of Ordinances of the City of Columbia, as amended. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time and only within the designated Biergarten area located in the closed portions of the intersection of Hampton Street and Main Street, the half block area of the 1100 block of Hampton Street east of the entrance of the parking lot located behind 1441 Main Street to allow for ingress and egress to the parking lot; the half block area of the 1200 block of Hampton Street west of the entrance of the driveway to the Marriott; and the southern end of the 1400 block of Main Street to the brick median, excluding Boyd Plaza and the sidewalks, and to allow for a twenty (20') foot emergency lane, from 9:00 a.m. until 1:00 p.m. on Saturday, April 25, 2020, with a rain contingency of Saturday, May 2, 2020, and with the exception of the parking areas, adjacent off-street parking areas and other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, only within the designated Biergarten area located in the closed portions of the intersection of Hampton Street and Main Street, the half block area of the 1100 block of Hampton Street east of the entrance of the parking lot located behind 1441 Main Street to allow for ingress and egress to the parking lot; the half block area of the 1200 block of Hampton Street west of the entrance of the driveway to the Marriott; and the southern end of the 1400 block of Main Street to the brick median, excluding Boyd Plaza and the sidewalks, and to allow for a twenty (20') foot emergency lane, from 9:00 a.m. until 1:00 p.m. on Saturday, April 25, 2020, with a rain contingency of Saturday, May 2, 2020, and with the exception of the parking areas, adjacent off-street parking areas and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply. Possession and consumption of

beer and wine beverages shall be permitted only in plastic cups, plastic or aluminum bottles or aluminum cans provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that in the event of inclement weather on Saturday, April 25, 2020 that the designated Biergarten area located in the closed portions of the intersection of Hampton Street and Main Street, the half block area of the 1100 block of Hampton Street east of the entrance of the parking lot located behind 1441 Main Street to allow for ingress and egress to the parking lot; the half block area of the 1200 block of Hampton Street west of the entrance of the driveway to the Marriott; and the southern end of the 1400 block of Main Street to the brick median, excluding Boyd Plaza and the sidewalks, and to allow for a twenty (20') foot emergency lane shall be closed on Saturday, May 2, 2020. The hours of operation for the event, service of beer and wine at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

BE IT FURTHER RESOLVED that should the organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

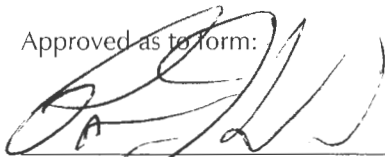
Assistant City Manager Shealy _____

Mayor

Approved by:

City Manager

Approved as to form:



Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

DATE OF REQUEST January 7th, 2020

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)Olivia Pope
hello@sodacitysc.com or jordan@sodacitysc.com
803-683-1654

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)

Soda City Spring Yard Sale 2020

DATE(S) OF EVENTS: April 25th, 2020

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.)

May 2nd, 2020

LOCATION OF EVENT
(i.e., Amphitheater area
of Finlay Park; 1300 and 1400 blocks
of Main Street between Lady Street
and Hampton Street)

North half of the 1200 block of Main Street before the parking garage entrance, the 1300 to 1600 blocks of Main Street including the Lady + Main intersection, the Washington + Main intersection, and the Hampton + Main intersection.

STREET(S) OR PARK AREA TO BE
CLOSED
(i.e., 1300 and 1400 blocks of Main
Street between Lady Street and
Hampton Street; Amphitheater area of
Finlay Park; Boyd Plaza)

North half of the 1200 block of Main Street before the parking garage entrance, the 1300 to 1600 blocks of Main Street including the Lady + Main intersection, the Washington + Main intersection, and the Hampton + Main intersection.

HOURS FOR STREET(S) OR PARK AREA TO
BE CLOSED
(i.e., 5:00 p.m. - 12:00 a.m.)
ALLOW TIME FOR SET UP/CLEAN UP

7 AM to 2 PM.

Biergarten area to be set up in Hampton + Main intersection.

HOURS OF EVENT
(i.e., 6:00 p.m. - 10:00 p.m.)*

9 AM to 1:30 PM

HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**)

(Service should end one-half hour prior to end of event, i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*

9 AM to 1 PM

Requests should be submitted by mail, e-mail or fax at least **NINETY (90) days in advance of the event** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (slardis@columbiasc.net), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Approval from the adjoining business/property owners must be obtained before your request will be submitted to City Council if streets are to be closed off during business hours. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***Outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of events to residential properties.**

****With the exception of the parks listed in Sec. 15-1 Prohibited acts in parks (8), POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of alcoholic beverages or alcoholic liquors within the event area are prohibited.**

NOTE: **This form should only be used for public events where beer and/or wine are to be sold and consumed on City property** (i.e., Five After Five, St. Patrick's Festival, Concerts in Finlay Park, etc.).

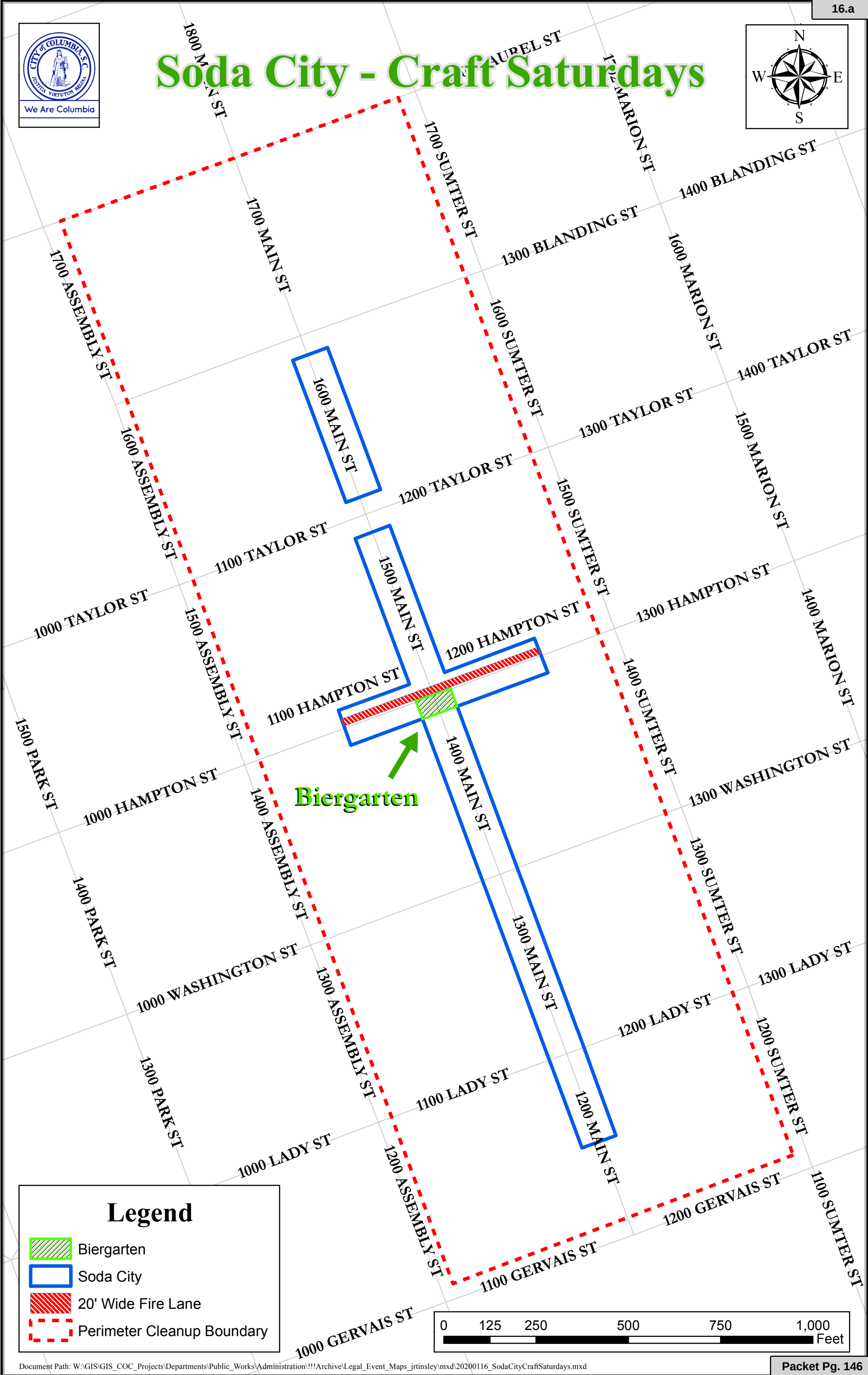
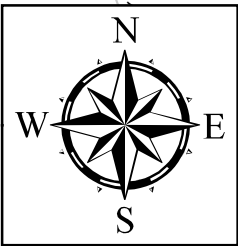
This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety.

Fire Marshal George N. Adams, Jr., 803-545-3703; cfdgadams@columbiasc.net
Legal Department - Shari Ardis; 803-737-4242; slardis@columbiasc.net or fax 803-737-4250 - resolution preparation
Police Department Special Events - Officer Robert Hall; 803-545-3535; rjhall@columbiasc.net parade permit, police
Parks and Recreation - Pearl Osborne; 803-545-3100; peosborne@columbiasc.net park reservations
Police Department Community Services - Brenda Murphy; 803-545-3507; bmmurphy@columbiasc.net - street closing

Last revised: 1/2017

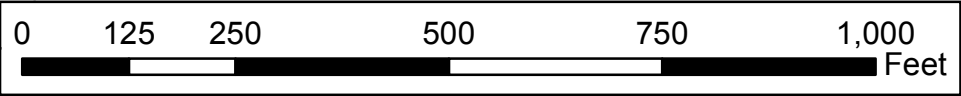


Soda City - Craft Saturdays



Legend

-  Biergarten
-  Soda City
-  20' Wide Fire Lane
-  Perimeter Cleanup Boundary



RESOLUTION NO.: R-2020-013

Authorizing consumption of beer and wine only at the Wiese Biergarten Celebration of Spring in the Amphitheater Area of the Riverfront Park on Saturday, April 4, 2020 with a rain contingency date of Saturday, April 11, 2020

WHEREAS, Bierkeller ("Sponsor") is sponsoring the Wiese Biergarten Celebration of Spring in the Amphitheater Area of Riverfront Park from 12:00 p.m. until 6:00 p.m. on Saturday, April 4, 2020 with a rain contingency date of Saturday, April 11, 2020; and,

WHEREAS, the Sponsor has requested permission for the use of the Amphitheater Area at Riverfront Park from 12:00 p.m. until 6:00 p.m. for preparation and staging of the area and for crowd control and overflow at the outdoor event to be held on Saturday, April 4, 2020 between 12:00 p.m. until 6:00 p.m. in the Amphitheater Area at Riverfront Park and for patrons to consume beer and wine only at the event during the hours of 12:00 p.m. and 5:30 p.m., with a rain contingency date of Saturday, April 11, 2020; and,

WHEREAS, it has been determined that such events would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this ____ day of _____, 2020, that the sale of beer and wine beverages only are authorized between the hours of 12:00 p.m. and 5:30 p.m. on Saturday, April 4, 2020 with a rain contingency date of Saturday, April 11, 2020; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skateboards, and horses, except police horses, is prohibited. Canines are allowed, provided that current leash laws are observed as are set out in the 1998 Code of Ordinances of the City of Columbia, as amended. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages only within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages only, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the clean up of all trash and debris within the festival area and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area, any costs incurred by the City in removing loose trash and debris within the festival area, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that during the designated time that the Amphitheater Area at Riverfront Park, with the exception of the parking area and any other areas posted as to not allow beer and wine only, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, the Amphitheater Area at Riverfront Park, with the exception of the parking area and any other areas posted as to not allow beer and wine only, is deemed to be the site of a public festival at which beer and wine only may be consumed and the prohibition against possession or consumption of beer and wine only as set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine only shall be permitted only in containers provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the timeframes and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Code Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that in the event of inclement weather on Saturday, April 4, 2020 Amphitheater Area at Riverfront Park shall be closed on Saturday, April 11, 2020. The hours of operation for the event, service of beer and wine at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

BE IT FURTHER RESOLVED that should the organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

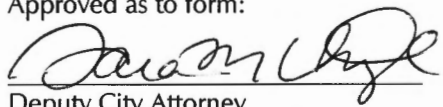
City Manager

Mayor

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

DATE OF REQUEST	January 14, 2020	REQUESTOR'S NAME/CONTACT INFORMATION (E-MAIL/PHONE#/FAX#)	Scott Burgess/Bierkeller blerkellercolumbia@gmail.com 803 338-1599
EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)	Wiese Biergarten- Celebration of Spring		
DATE(S) OF EVENTS:	Saturday, April 4, 2020		
RAIN CONTINGENCY DATE: (Rescheduling due to inclement weather is allowed once within one week from the date of the originally scheduled event upon 24-hours written notice to the City, without a new request. The time of event operation shall remain the same.)	Saturday, April 11, 2020		
LOCATION OF EVENT (i.e., Amphitheater area of Finlay Park; 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street)	Brick and Grassy Amphitheater at Riverfront Park South, 312 Laurel St, Columbia 29201		
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)	n/a		
HOURS FOR STREET(S) OR PARK AREA TO BE CLOSED (i.e., 5:00 p.m. - 12:00 a.m.)	n/a		
ALLOW TIME FOR SET UP/CLEAN UP	park remains open to public during setup, event and tear down		
HOURS OF EVENT (i.e., 6:00 p.m. - 10:00 p.m.)*	Noon to 6 pm		
HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**) (Service should end one-half hour prior to end of event, i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*	noon to 5:30 pm		

Requests should be submitted by mail, e-mail or fax at least **NINETY (90) days in advance of the event** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (slardis@columbiasc.net), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). **Approval from the adjoining business/property owners must be obtained before your request will be submitted to City Council if streets are to be closed off during business hours.** The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***Outdoor possession and consumption of beer and wine beverages only. all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of events to residential properties.**

****With the exception of the parks listed in Sec. 15-1 Prohibited acts in parks (8), POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of alcoholic beverages or alcoholic liquors within the event area are prohibited.**

NOTE: **This form should only be used for public events where beer and/or wine are to be sold and consumed on City property** (i.e., Five After Five, St. Patrick's Festival, Concerts in Finlay Park, etc.).

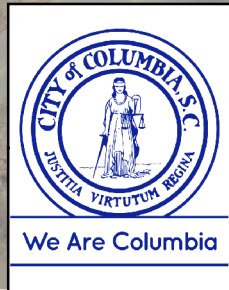
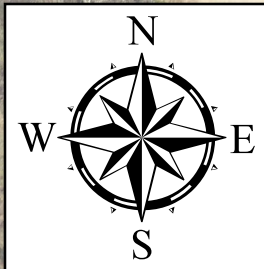
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Fire Marshal George N. Adams, Jr., 803-545-3703; cfdgadams@columbiasc.net
Legal Department - Shari Ardis; 803-737-4242; slardis@columbiasc.net or fax 803-737-4250 - resolution preparation
Police Department Special Events - Officer Robert Hall; 803-545-3535; rjhall@columbiasc.net **parade permit, police**
Parks and Recreation - Pearl Osborne; 803-545-3100; peosborne@columbiasc.net **park reservations**
Police Department Community Services - Brenda Murphy; 803-545-3507; bmmurphy@columbiasc.net - street closing

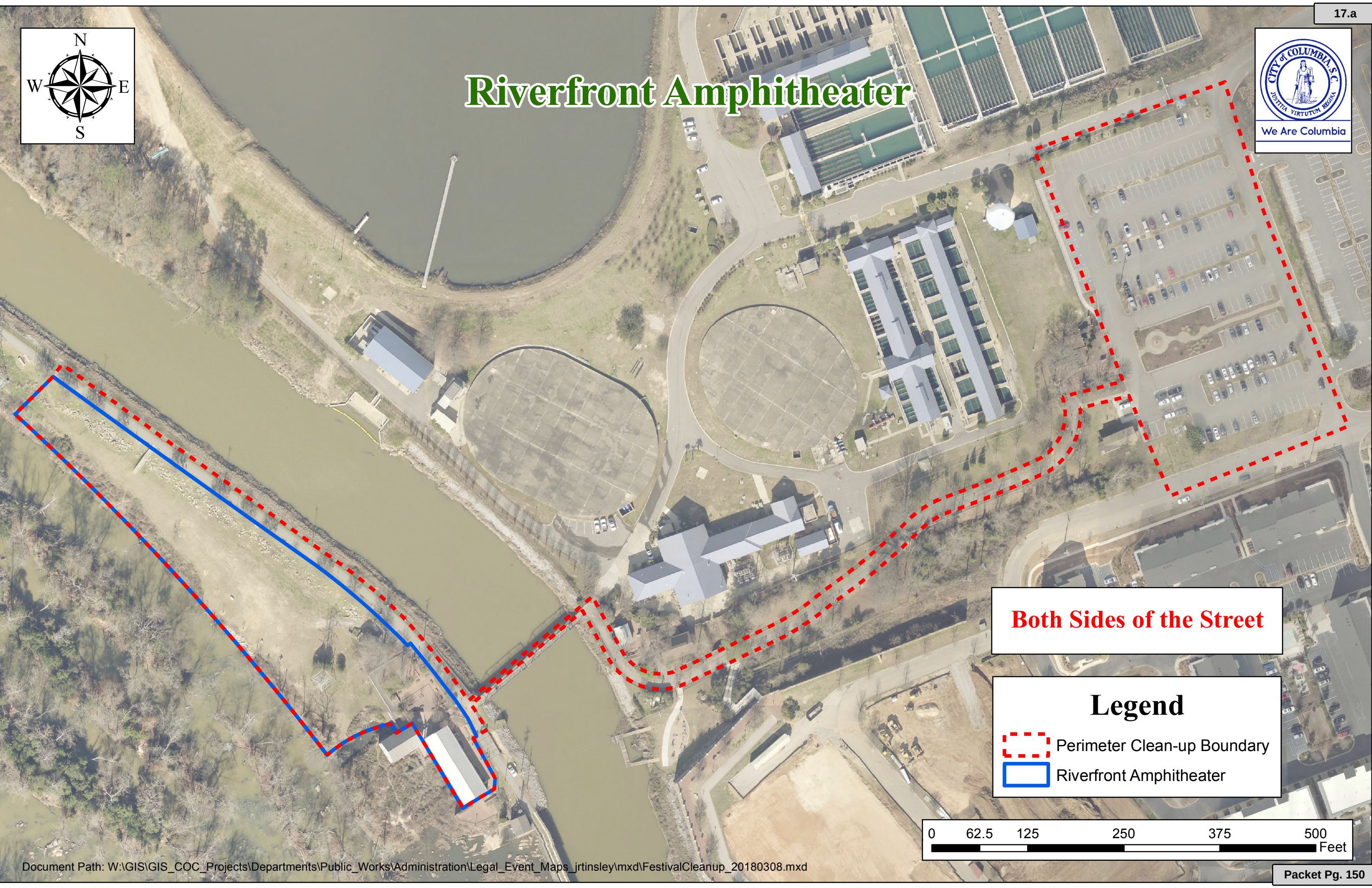
Last revised: 1/2017

R-2020-013

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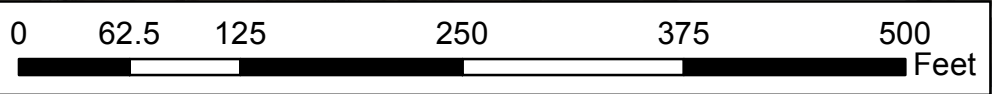
Riverfront Amphitheater



Both Sides of the Street

Legend

- Perimeter Clean-up Boundary
- Riverfront Amphitheater



RESOLUTION NO.: R-2020-017

*Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the
Columbia Museum of Art for the CMA It's Alive Film Series on Thursdays
April 9, 2020 and May 14, 2020*

WHEREAS, the Columbia Museum of Art is sponsoring the CMA It's Alive Film Series in Boyd Plaza adjacent to the Museum on Thursdays, April 9, 2020 and May 14, 2020 from 6:00 p.m. until 10:00 p.m.; and,

WHEREAS, the Museum has requested permission for the temporary closing and use of the courtyard/plaza area adjacent to the Museum on Thursdays, April 9, 2020 and May 14, 2020 from 5:00 p.m. until 10:00 p.m. for set up, clean up, and staging of the event to be held on Thursdays, April 9, 2020 and May 14, 2020 from 6:00 p.m. until 10:00 p.m.; for patrons to consume beer and wine beverages only during the event hours on Thursdays, April 9, 2020 and May 14, 2020 from 6:00 p.m. until 9:30 p.m.; and for crowd control and overflow; and,

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this ____ day of _____, 2020, that the sale of beer and wine beverages only within the Courtyard area adjacent to the Columbia Museum of Art is authorized between the hours of 6:00 p.m. and 9:30 p.m. on Thursdays, April 9, 2020 and May 14, 2020; 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 only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, is prohibited. All pets shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas 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 during the designated time the closed portion of the courtyard/plaza area adjacent to the Museum, with the exception of the parking areas, adjacent off-street parking areas and other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter

15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, the courtyard/plaza area adjacent to the Museum, with the exception of the parking areas, adjacent off-street parking areas and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine beverages shall be permitted only in plastic cups, plastic or aluminum bottles or aluminum cans provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that in the event of inclement weather on Thursdays, April 9, 2020 and May 14, 2020, 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 Simons

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



City Attorney

City Clerk

Introduced:

Final Reading:

DATE OF REQUEST

12/6/2019

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)

Wilson Bame

803-343-2181

wbame@columbiamuseum.org

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)

"It's Alive Film Series"

DATE(S) OF EVENTS:

4-9-2020; 5-14-2020

LOCATION OF EVENT

(i.e., Amphitheater area
of Finlay Park; 1300 and 1400 blocks
of Main Street between Lady Street
and Hampton Street)Columbia Museum of Art
1515 Main St.
Columbia, SC 29201STREET(S) OR PARK AREA TO BE
CLOSED(i.e., 1300 and 1400 blocks of Main
Street between Lady Street and
Hampton Street; Amphitheater area of
Finlay Park; Boyd Plaza)

Boyd Plaza

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

5:00 - 10:00PM

5:00 - 10:00PM

HOURS OF EVENT

(i.e., 6:00 p.m. - 10:00 p.m.)*

6:00 - 10:00PM

6:00 - 10:00PM

HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**)

(Service should end one-half hour prior to end of event, i.e., event is 6-10 p.m., beer/wine service is
6-9:30 p.m.)*

6:00 - 9:30PM

6:00 - 9:30PM

Requests should be submitted by mail, e-mail or fax at least **NINETY (90) days in advance of the event** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (slardis@columbiasc.net), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Approval from the adjoining business/property owners must be obtained before your request will be submitted to City Council if streets are to be closed off during business hours. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***Outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties.**

****With the exception of the parks listed in Sec. 15-1 Prohibited acts in parks (8), POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of alcoholic beverages or alcoholic liquors within the event area are prohibited.**

NOTE: This form should only be used for public events where beer and/or wine are to be sold and consumed on City property (i.e., Five After Five, St. Patrick's Festival, Concerts in Finlay Park, etc.).

This form should not be used to request use of City property for private events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety.

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Legal Department - Shari Ardis; 737-4242; slardis@columbiasc.net - resolution preparation

Police Department Special Events - Officer Robert Hall; 545-3535; rjhall@columbiasc.net parade permit, police

Parks and Recreation - Loretta Coleman; 545-3100; peosborne@columbiasc.net park reservations

Police Department Community Services - Brenda Murphy; 545-3507; bmmurphy@columbiasc.net street closing

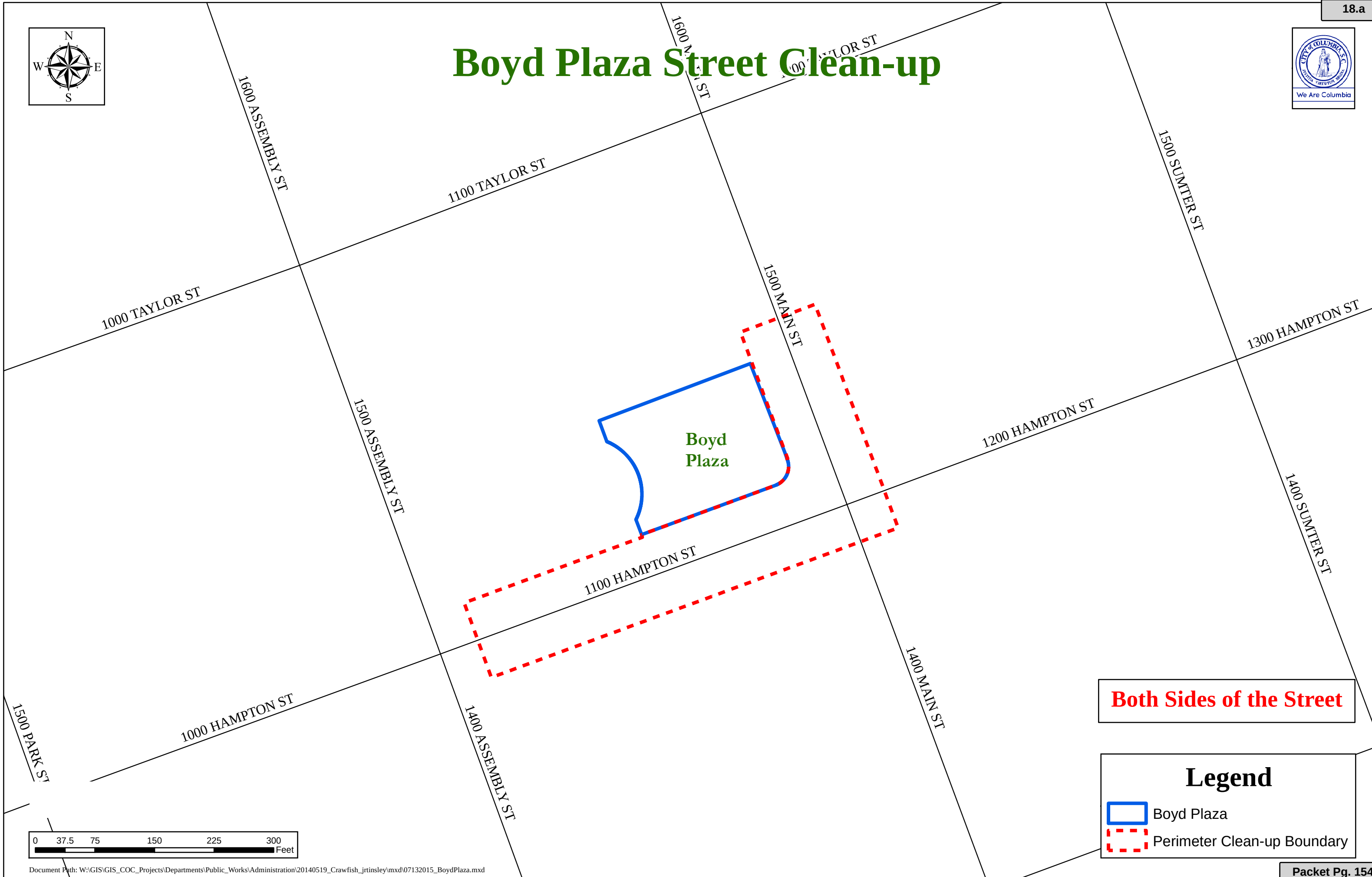
Last revised: 11/01/2013

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R-2020-017



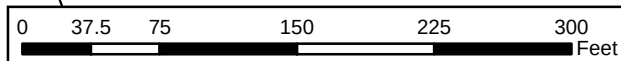
Boyd Plaza Street Clean-up



Both Sides of the Street

Legend

-  Boyd Plaza
-  Perimeter Clean-up Boundary



RESOLUTION NO.: R-2020-018

Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for the CMA Trivia Night of the Living Dead Trivia Program on Thursday, April 16, 2020

WHEREAS, the Columbia Museum of Art is sponsoring the CMA Trivia Night of the Living Dead Trivia Program in Boyd Plaza adjacent to the Museum on Thursday, April 16, 2020 from 6:00 p.m. until 10:00 p.m.; and,

WHEREAS, the Museum has requested permission for the temporary closing and use of the courtyard/plaza area adjacent to the Museum on Thursday, April 16, 2020 from 5:00 p.m. until 10:00 p.m. for set up, clean up, and staging of the event to be held on Thursday, April 16, 2020 from 6:00 p.m. until 10:00 p.m.; for patrons to consume beer and wine beverages only during the event hours on Thursday, April 16, 2020 from 6:00 p.m. until 9:30 p.m.; and for crowd control and overflow; and,

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this ____ day of _____, 2020, that the sale of beer and wine beverages only within the Courtyard area adjacent to the Columbia Museum of Art is authorized between the hours of 6:00 p.m. and 9:30 p.m. on Thursday, April 16, 2020; 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 only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, is prohibited. All pets shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas 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 during the designated time the closed portion of the courtyard/plaza area adjacent to the Museum, with the exception of the parking areas, adjacent off-street parking areas and other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina

are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, the courtyard/plaza area adjacent to the Museum, with the exception of the parking areas, adjacent off-street parking areas and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages 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 Thursday, April 16, 2020, 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:

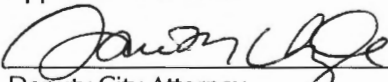
Assistant City Manager Simons

Mayor

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

DATE OF REQUEST	1/15/20	REQUESTOR'S NAME/CONTACT INFORMATION (E-MAIL/PHONE#/FAX#)	Dana Witkoski, dwitkoski@columbiamuseum.org/803 343 2170
EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)	Trivia Night of the Living Dead/ Trivia program		
DATE(S) OF EVENTS:	Thursday, April 16th 2020		
LOCATION OF EVENT (i.e., Amphitheater area of Finlay Park; 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street)	1515 Main Street		
STREET(S) OR PARK AREA TO BE CLOSED (i.e., 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street; Amphitheater area of Finlay Park; Boyd Plaza)	Boyd Plaza		
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	5:00-11:00 p.m.		
HOURS OF EVENT (i.e., 6:00 p.m. - 10:00 p.m.)*	6:00-10:00 p.m.		
HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**) (Service should end one-half hour prior to end of event, i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*	6-9:30 p.m.		

Requests should be submitted by mail, e-mail or fax at least **NINETY (90) days in advance of the event** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (slardis@columbiasc.net), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Approval from the adjoining business/property owners must be obtained before your request will be submitted to City Council if streets are to be closed off during business hours. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***Outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties.**

****With the exception of the parks listed in Sec. 15-1 Prohibited acts in parks (8), POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of alcoholic beverages or alcoholic liquors within the event area are prohibited.**

NOTE: **This form should only be used for public events where beer and/or wine are to be sold and consumed on City property** (i.e., Five After Five, St. Patrick's Festival, Concerts in Finlay Park, etc.).

This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety.

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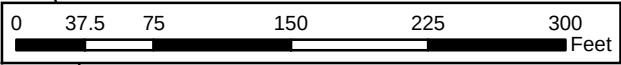
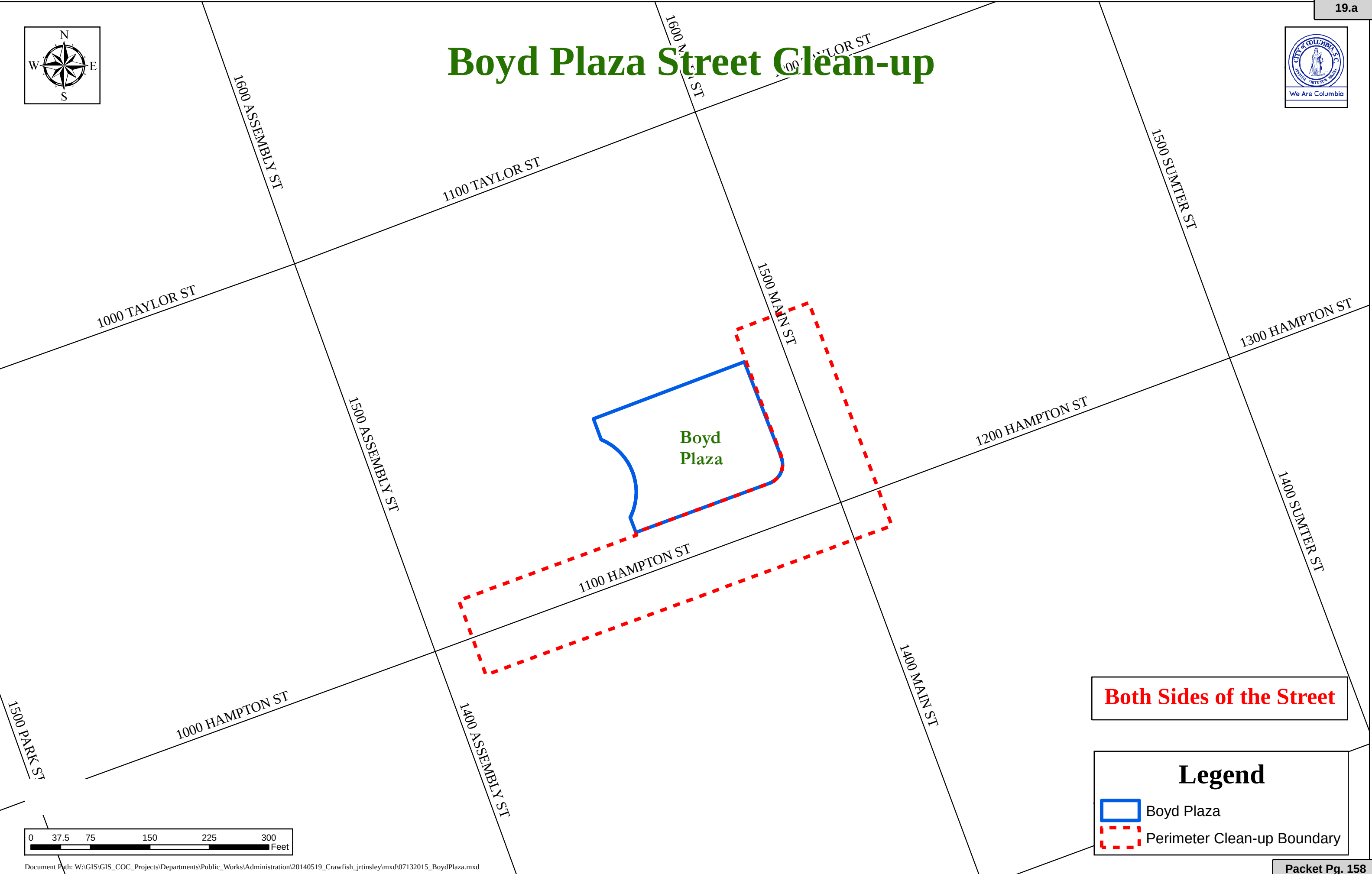
Last revised: 11/01/2013

20004311

R-2000-018



Boyd Plaza Street Clean-up



RESOLUTION NO.: R-2020-019

Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for the CMA Greater Columbia Record Fair on Sunday, April 26, 2020

WHEREAS, the Columbia Museum of Art is sponsoring the CMA Greater Columbia Record Fair in Boyd Plaza adjacent to the Museum on Sunday, April 26, 2020 from 12:00 p.m. until 5:00 p.m.; and,

WHEREAS, the Museum has requested permission for the temporary closing and use of the courtyard/plaza area adjacent to the Museum on Sunday, April 26, 2020 from 10:00 a.m. until 6:00 p.m. for set up, clean up, and staging of the event to be held on Sunday, April 26, 2020 from 12:00 p.m. until 5:00 p.m.; for patrons to consume beer and wine beverages only during the event hours on Sunday, April 26, 2020 from 12:00 p.m. until 4:30 p.m.; and for crowd control and overflow; and,

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this ____ day of _____, 2020, that the sale of beer and wine beverages only within the Courtyard area adjacent to the Columbia Museum of Art is authorized between the hours of 12:00 p.m. and 4:30 p.m. on Sunday, April 26, 2020; 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 only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, is prohibited. All pets shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas 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 during the designated time the closed portion of the courtyard/plaza area adjacent to the Museum, with the exception of the parking areas, adjacent off-street parking areas and other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the

Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, the courtyard/plaza area adjacent to the Museum, with the exception of the parking areas, adjacent off-street parking areas and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages 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 Sunday, April 26, 2020, 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:

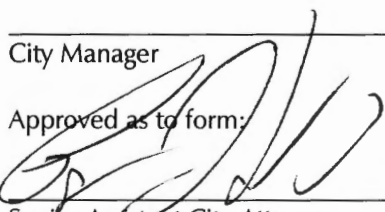
Assistant City Manager Simons

Mayor

Approved by:

City Manager

Approved as to form:



Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

DATE OF REQUEST	1/15/20	REQUESTOR'S NAME/CONTACT INFORMATION (E-MAIL/PHONE#/FAX#)	Dana Witkoski, dwitkoski@columbiamuseum.org/803 343 2170
EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)	Greater Columbia Record Fair		
DATE(S) OF EVENTS:	Sunday, April 26th 2020		
LOCATION OF EVENT (i.e., Amphitheater area of Finlay Park; 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street)	1515 Main Street		
STREET(S) OR PARK AREA TO BE CLOSED (i.e., 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street; Amphitheater area of Finlay Park; Boyd Plaza)	Boyd Plaza		
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	10 am-6 pm		
HOURS OF EVENT (i.e., 6:00 p.m. - 10:00 p.m.)*	12:00 p.m.-5:00 p.m.		
HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**) (Service should end one-half hour prior to end of event, i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*	12:00-4:30 p.m..		

Requests should be submitted by mail, e-mail or fax at least **NINETY (90) days in advance of the event** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (slardis@columbiasc.net), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Approval from the adjoining business/property owners must be obtained before your request will be submitted to City Council if streets are to be closed off during business hours. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***Outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties.**

****With the exception of the parks listed in Sec. 15-1 Prohibited acts in parks (8), POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of alcoholic beverages or alcoholic liquors within the event area are prohibited.**

NOTE: **This form should only be used for public events where beer and/or wine are to be sold and consumed on City property** (i.e., Five After Five, St. Patrick's Festival, Concerts in Finlay Park, etc.).

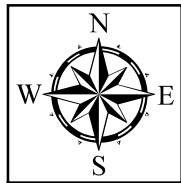
This form should not be used to request use of City property for private events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety.

Fire Marshal George N. Adams, Jr., 545-3703; 413-8553; cfdgadams@columbiasc.net
 Legal Department - Shari Ardis; 737-4242; slardis@columbiasc.net - resolution preparation
 Police Department Special Events - Officer Robert Hall; 545-3535; rjhall@columbiasc.net parade permit, police
 Parks and Recreation - Loretta Coleman; 545-3100; peosborne@columbiasc.net park reservations
 Police Department Community Services - Brenda Murphy; 545-3507; bmmurphy@columbiasc.net street closing

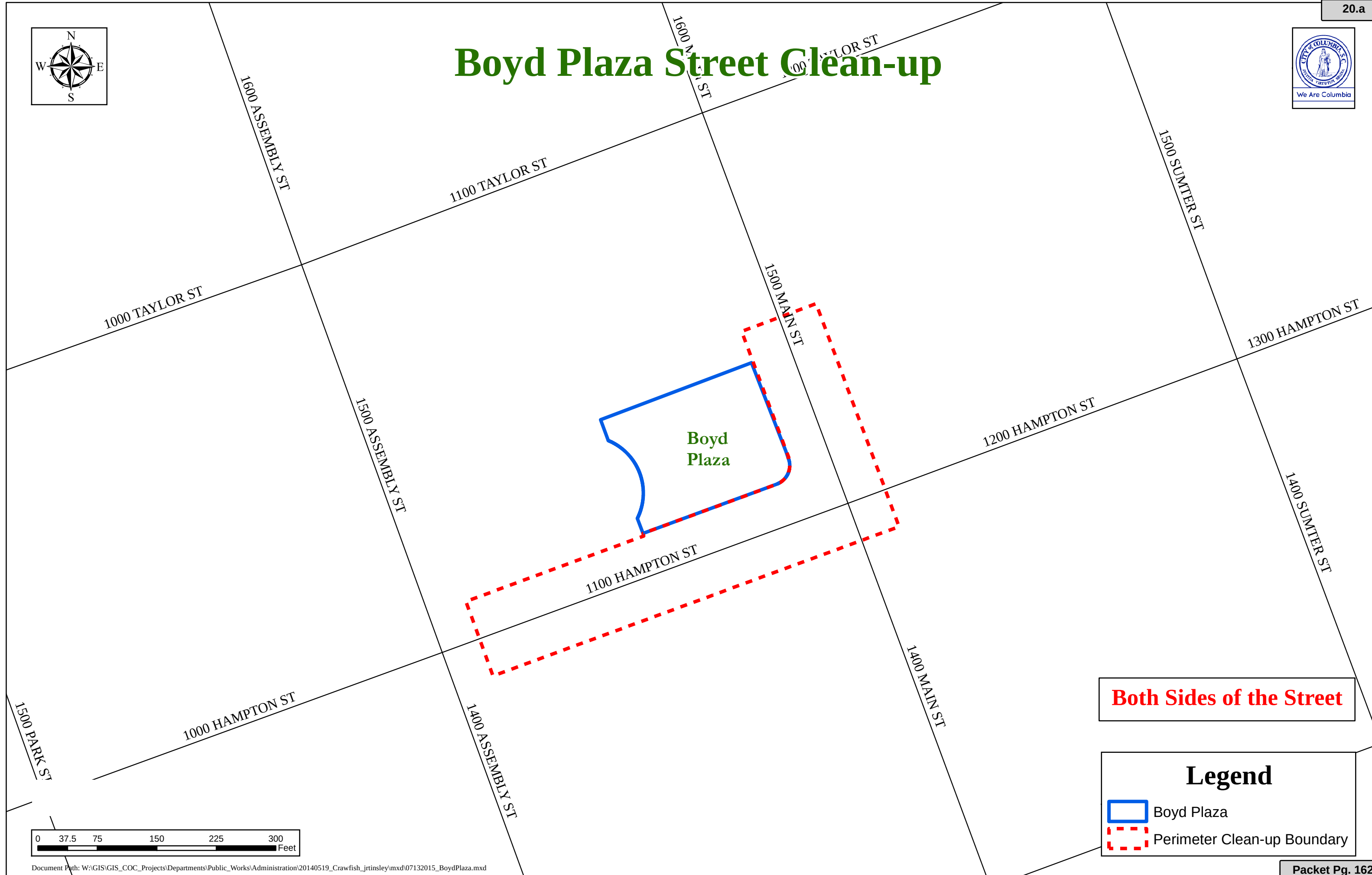
Last revised: 11/01/2013

20004312

R-2020-019



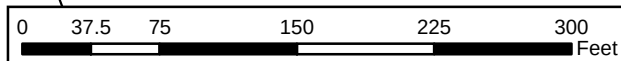
Boyd Plaza Street Clean-up



Both Sides of the Street

Legend

-  Boyd Plaza
-  Perimeter Clean-up Boundary



RESOLUTION NO.: R-2020-023

Authorizing consumption of beer and wine only at Artista Vista Annual Arts Festival on Sunday, April 19, 2020

WHEREAS, the Congaree Vista Guild ("Guild") is hosting Artista Vista Annual Arts Festival in the Vista on Sunday, April 19, 2020 from 12:00 p.m. until 4:00 p.m.; and,

WHEREAS, the Guild has requested permission for the temporary closing and use of the 1200 block of Lincoln Street between Lady Street and Gervais Street, and portions of the 800 and 900 blocks of Lady Street east of the Hyatt Place parking lot and west of the Blue Marlin parking lot to allow for ingress and egress into the parking lots, from 9:00 a.m. until 6:00 p.m. for preparation and staging of the area for an outdoor event to be held between 12:00 p.m. and 4:00 p.m., and for patrons to consume beer and wine beverages only at the event during the hours of 12:00 p.m. and 3:30 p.m.; and,

WHEREAS, the Guild has requested that the City Manager and the Parks and Recreation Director be authorized to sign the attached "Park Rules for the Congaree Vista Guild" so that the rules may be posted at all entrances into the event area; and,

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council ____ day of _____, 2020, that the sale of beer and wine beverages only in plastic containers or cans only is authorized between the hours of 12:00 p.m. and 3:30 p.m. on Sunday, April 19, 2020; and,

BE IT FURTHER RESOLVED that the City Manager and Parks and Recreation Director are hereby authorized to sign the attached Park Rules for the Congaree Vista Guild to Conduct Street and Sidewalk Sales for Vista Lights and that the rules shall be posted at all entrances into the event area; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location and that the Guild shall approve or disapprove all amplified entertainment activities; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages only within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages only, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the cleanup of all trash and debris within the festival area and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area, any costs incurred by the City in removing loose trash and debris within the festival area, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, police golf carts, and horse-drawn carriages, is prohibited. All pets, including snakes, shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time the closed portions of the 800 and 900 blocks of Lady Street east of the Hyatt Place parking lot and west of the Blue Marlin parking lot to allow for ingress and egress into the parking lots, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, shall be declared

to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, the closed portions of the 800 and 900 blocks of Lady Street east of the Hyatt Place parking lot and west of the Blue Marlin parking lot to allow for ingress and egress into the parking lots, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine beverages only shall be permitted only in containers provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that in the event of inclement weather on April 19, 2020, the City Manager is authorized to approve the rescheduling of the event for another date within one (1) week from the date of the originally scheduled event upon receiving twenty-four (24) hours written notice requesting the rescheduling of the event. The hours of operation for the event, service of beer and wine at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

BE IT FURTHER RESOLVED that should the organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

Assistant City Manager Shealy

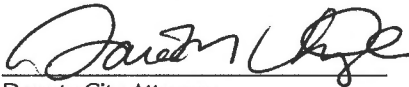
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Deputy City Attorney

City Clerk

Introduced:

Final Reading:

**Park Rules for the Congaree Vista Guild to Conduct Street and Sidewalk Sales for Artista Vista
(R-2020-023)**

WHEREAS, Columbia City Council adopted Resolution R-2020-023 on _____, 2020, allowing the Congaree Vista Guild to Conduct Street and Sidewalk Sales for the Artista Vista Arts Festival to be held on Sunday, April 19, 2020 in the area commonly known as the Vista; and,

WHEREAS, certain areas of the public rights of way and public property have been designated as a public park for the event as more particularly set forth in Resolution R-2020-023, which is incorporated herein by specific reference thereto; and,

WHEREAS, the City's Parks and Recreation Department hereby authorizes the use of the public park designated by R-2020-023 for the Congaree Vista Guild to Conduct Street and Sidewalk Sales for Vista Lights; and,

WHEREAS, City Ordinance Sec. 15-1 (12) and Sec. 15-3 permit the Director of Parks and Recreation to promulgate rules and regulations within a public park, subject to the approval of the City Manager; and,

WHEREAS, it is anticipated that a large number of City of Columbia citizens and visitors will attend the event and will be allowed to consume beer and wine only within the public park; and,

WHEREAS, in order to promote the general health, safety and welfare of the citizens of the City of Columbia and visitors attending the event, I find it necessary to promulgate rules and regulations to apply within the public park established pursuant to Resolution R-2020-023; NOW, THEREFORE

The following additional park rules are hereby promulgated for the Congaree Vista Guild to Conduct Street and Sidewalk Sales for Vista Lights and shall apply within the area designated as a public park and a violation thereof is unlawful:

1. Official festival tokens are required for the purchase of food and beverages within the designated park area.
2. Over age twenty-one (21) wristbands from the identification check station are required for patrons to consume beer or wine in the designated park area.
3. All persons under the age of sixteen (16) must be accompanied by an adult.
4. No glass containers are allowed.
5. No coolers, outside food or beverages (including alcohol) are allowed.
6. No backpacks or bags are allowed.
7. Only beer and wine are permitted. No other alcoholic beverages of any kind are allowed, *unless within an area permitted by an existing encroachment ordinance which permits the serving of beer, wine and other alcoholic beverages during its normal course of business.*
8. All beer and wine must be served and consumed from a plastic cup, a plastic bottle, an aluminum can or an aluminum bottle.
9. No pets are allowed.

Violation of these rules may result in criminal prosecution. The aforesaid rules shall be prominently displayed on signage which shall be located at all entrances into the designated park area.

City of Columbia

BY: _____
Randy Davis
ITS: Parks and Recreation Director

Date: _____

I hereby approve the foregoing park rules this ____ day of _____, 2020.

City of Columbia

BY: _____
Teresa B. Wilson
ITS: City Manager

DATE OF REQUEST

January 23, 2020

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)Abby Naas
Congaree Vista Guild
803-269-5946
abby@vistacolumbia.com

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)

Artista Vista
Annual arts festival

DATE(S) OF EVENTS: (monthly can be on one request)

Sunday, April 19, 2020

RAIN CONTINGENCY DATE:

(Rescheduling due to inclement weather is allowed once within one week from the date of the originally scheduled event upon 24-hours written notice to the City, without a new request. The time of event operation shall remain the same.)

None

LOCATION OF EVENT

(i.e., Amphitheater area
of Finlay Park; 1300 and 1400 blocks
of Main Street between Lady Street
and Hampton Street)Lincoln Street from Gervais to Lady
Lady Street from 820-910
Lincoln Street TunnelSTREET(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)1200 block of Lincoln Street (between Lady & Gervais)
820-910 Lady Street (between Hyatt Place parking & Blue Marlin parking)HOURS FOR STREET(S) OR PARK AREA TO
BE CLOSED

(i.e., 5:00 p.m. - 12:00 a.m.)

ALLOW TIME FOR SET UP/CLEAN UP

9:00 a.m.-6:00 p.m.

HOURS OF EVENT

(i.e., 6:00 p.m. - 10:00 p.m.)*

12:00 p.m.-4:00p.m.

HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**)

(Service should end one-half hour prior to end of event, i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*

12:00 p.m.-3:30p.m.

Requests should be submitted by mail, e-mail or fax at least **NINETY (90) days in advance of the event** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (shari.ardis@columbiasc.gov), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Approval from the adjoining business/property owners must be obtained before your request will be submitted to City Council if streets are to be closed off during business hours. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***Outdoor possession and consumption of beer and wine beverages only. all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of events to residential properties.**

****POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of alcoholic beverages or alcoholic liquors within the event area are PROHIBITED.**

NOTE: **This form should only be used for public events where beer and/or wine are to be sold and consumed on City property** (i.e., 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 should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety.

Fire Marshal George N. Adams, Jr., 803-545-3703; george.adams@columbiasc.gov

Legal Department - Shari Ardis; 803-737-4242; shari.ardis@columbiasc.gov or fax 803-737-4250 - resolution preparation

Parking Services - Jessica Argoe; (803) 545-0287; jessica.argoe@columbiasc.gov - meter bagging

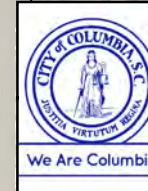
Police Department Special Events - Officer Robert Hall; 803-545-3535; robert.hall@columbiasc.gov - parade permit, police

Parks and Recreation - Pearl Osborne; 803-545-3100; pearl.osborne@columbiasc.gov - park reservations

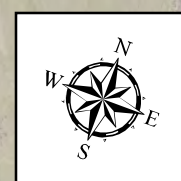
Police Department Community Services - Brenda Murphy; 803-545-3507; brenda.murphy@columbiasc.gov - street closing

Last revised: 12/2019

20004391 R 2000 08-7



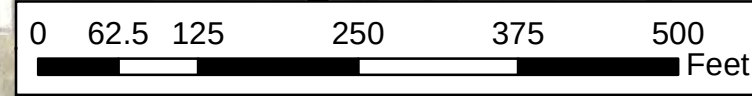
Artista Vista Annual Arts Festival



Both Sides of the Street

Legend

-  Artista Vista Festival
-  Perimeter Clean-up



RESOLUTION NO.: R-2020-025

Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for Free Times' Heavy Metal Brunch on Saturday, April 25, 2020

WHEREAS, Free Times is sponsoring a Heavy Metal Brunch in Boyd Plaza adjacent to the Museum on Saturday, April 25, 2020 from 11:00 a.m. to 2:00 p.m.; and,

WHEREAS, the Museum has requested permission for the temporary closing and use of the courtyard/plaza area adjacent to the Museum on Saturday, April 25, 2020 from 9:00 a.m. until 3:00 p.m. for set up, clean up, and staging of the event to be held on Saturday, April 25, 2020 from 11:00 a.m. until 2:00 p.m.; for patrons to consume beer and wine beverages only during the event hours on Saturday, April 25, 2020 from 11:00 a.m. until 1:30 p.m.; and for crowd control and overflow; and,

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this ____ day of _____, 2020, that the sale of beer and wine beverages only within the Courtyard area adjacent to the Columbia Museum of Art is authorized between the hours of 11:00 a.m. and 1:30 p.m. on Saturday, April 25, 2020; 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 only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, is prohibited. All pets shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas 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 during the designated time the closed portion of the courtyard/plaza area adjacent to the Museum, with the exception of the parking areas, adjacent off-street parking areas and other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the

Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, the courtyard/plaza area adjacent to the Museum, with the exception of the parking areas, adjacent off-street parking areas and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages 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, April 25, 2020, 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:

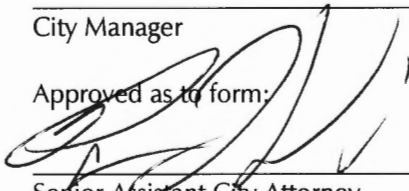
Assistant City Manager Simons

Mayor

Approved by:

City Manager

Approved as to form:



Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

DATE OF REQUEST

1/30/2020

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)Megan Senn
Free Times
843-617-4487

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)

Heavy Metal Brunch

DATE(S) OF EVENTS: (monthly can be on one request)

4/25/2020

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.)

LOCATION OF EVENT

(i.e., Amphitheater area
of Finlay Park; 1300 and 1400 blocks
of Main Street between Lady Street
and Hampton Street)Boyd Plaza Pavillion
1515 Main St.STREET(S) OR PARK AREA TO BE
CLOSED(i.e., 1300 and 1400 blocks of Main
Street between Lady Street and
Hampton Street; Amphitheater area of
Finlay Park; Boyd Plaza)

N/A

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

9a - 3p

HOURS OF EVENT

(i.e., 6:00 p.m. - 10:00 p.m.)*

~~9a - 3p~~

11a - 2p

amended

by
email

HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**)

(Service should end one-half hour prior to end of event

(i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*

11a - 2p 1:30 p

2/3/2020

Requests should be submitted by mail, e-mail or fax at least NINETY (90) days in advance of the event to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (shari.ardis@columbiasc.gov), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Approval from the adjoining business/property owners must be obtained before your request will be submitted to City Council if streets are to be closed off during business hours. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***Outdoor possession and consumption of beer and wine beverages only. all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of events to residential properties.**

****ONLY BEER AND WINE BEVERAGES ARE ALLOWED ON CITY PROPERTY. POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of beer and wine beverages within the event area are PROHIBITED.**

NOTE: This form should only be used for public events where beer and/or wine are to be sold and consumed on City property (i.e., Main Street Latin Festival, St. Patrick's Festival, Vista Lights, Rocky Shoals Spider Lily Festival, etc.).

This form should not be used to request use of City property for private events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety.

Fire Marshal George N. Adams, Jr., 803-545-3703; george.adams@columbiasc.gov

Legal Department - Shari Ardis; 803-737-4242; shari.ardis@columbiasc.gov or fax 803-737-4250 - resolution preparation

Parking Services - Jessica Argoe; (803) 545-0287; jessica.argoe@columbiasc.gov - meter bagging

Parks and Recreation - Pearl Osborne; 803-545-3100; pearl.osborne@columbiasc.gov park reservations

Police Department Special Events - Officer Robert Hall; 803-545-3535; robert.hall@columbiasc.gov - parade permit, police

Police Department Community Services - Brenda Murphy; 803-545-3507; brenda.murphy@columbiasc.gov - street closing

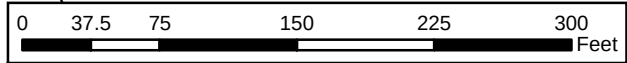
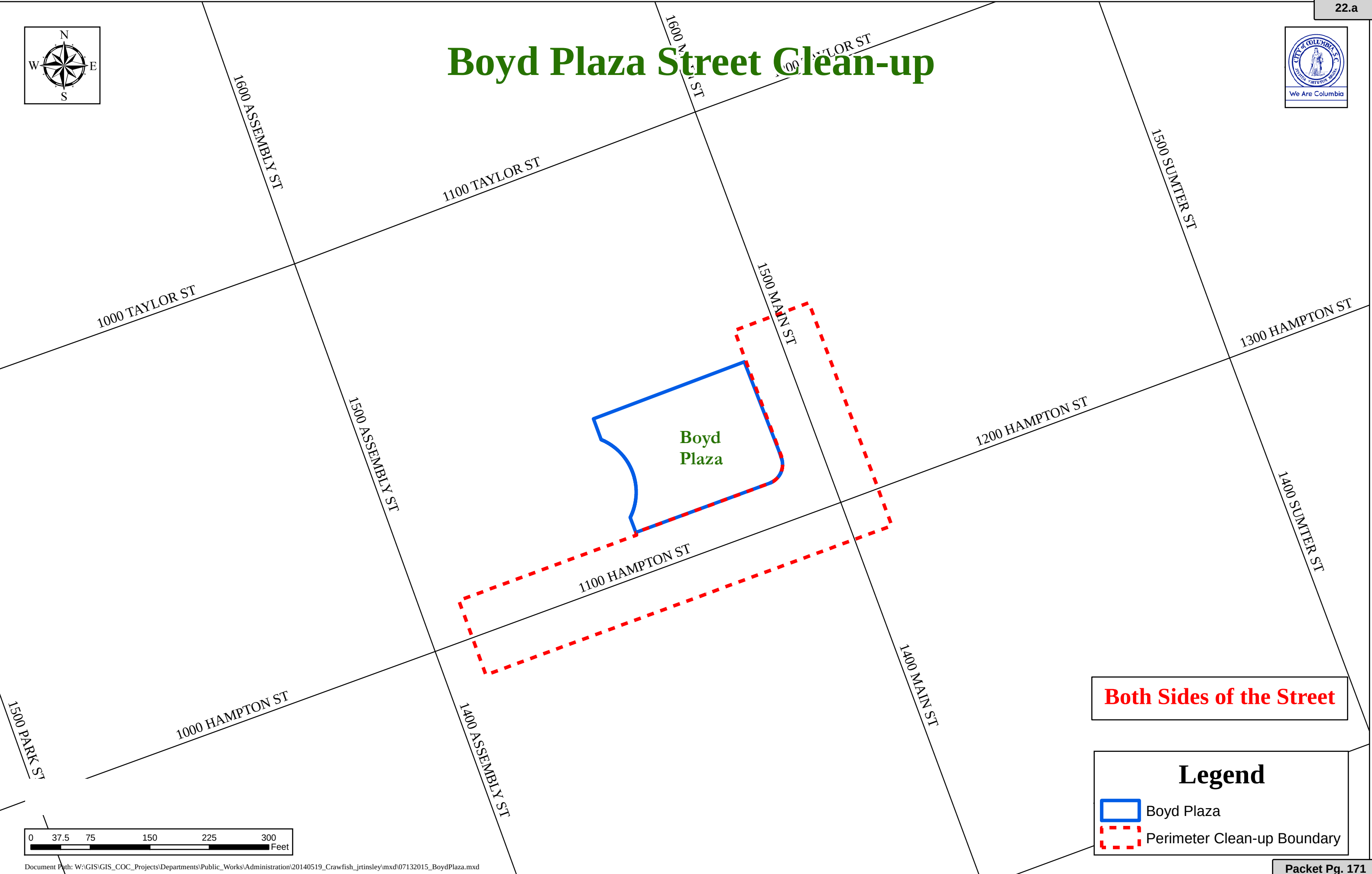
Last revised: 12/2019

20004477

R-2020-005



Boyd Plaza Street Clean-up



RESOLUTION NO.: R-2020-026

Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for the 14th Annual Indie Grits Film Festival on Saturday, March 28, 2020

WHEREAS, the Indie Grits Film Festival ("Organizer") is sponsoring the 14th Annual Indie Grits Film Festival in Boyd Plaza adjacent to the Columbia Museum of Art on Saturday, March 28, 2020 from 4:00 p.m. until 10:00 p.m.; and,

WHEREAS, the Organizer has requested permission for the temporary closing and use of the courtyard/plaza area adjacent to the Museum from 3:00 p.m. until 10:30 p.m. on Saturday, March 28, 2020 for set up, clean up, and staging of the event to be held on Saturday, March 28, 2020 from 4:00 p.m. until 10:00 p.m.; and for patrons to consume beer and wine beverages only during the event hours on Saturday, March 28, 2020 from 4:00 p.m. until 9:30 p.m.; and for crowd control and overflow; and,

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this __ day of _____, 2020, that the sale of beer and wine beverages only within the Courtyard area adjacent to the Columbia Museum of Art is authorized between the hours of 4:00 p.m. until 9:30 p.m. on Saturday, March 28, 2020; 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 only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, is prohibited. All pets shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas 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 during the designated time the closed portion of the courtyard/plaza area adjacent to the Museum, with the exception of the parking areas, adjacent off-street parking areas and other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the

Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, the courtyard/plaza area adjacent to the Museum, with the exception of the parking areas, adjacent off-street parking areas and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages 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, March 28, 2020, 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 Simons

Mayor

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

DATE OF REQUEST

2/3/2020

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE #, FAX #)

Phillip Blair

803-767-8008

phillblair@gmail.com

EVENT NAME/PURPOSE (i.e., St. Patrick's Charity Fund-raiser)

14th ANNUAL INDIE GRITS Film Festival

DATE(S) OF EVENTS (monthly can be on one request)

3-28-2020

RAIN CONTINGENCY DATE:

(Rescheduling due to inclement weather is allowed once within one week from the date of the originally scheduled event upon 24-hours written notice to the City, without a new request. The time of event operation shall remain the same.)

N/A

LOCATION OF EVENT

(i.e., Amphitheater area of Finlay Park; 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street)

BOYD PLAZA

STREET(S) OR PARK AREA TO BE CLOSED

(i.e., 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street; Amphitheater area of Finlay Park; Boyd Plaza)

N/A

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

N/A

HOURS OF EVENT

(i.e., 6:00 p.m. - 10:00 p.m.)*

4:00 - 10:00 pm

HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**)

(Service should end one-half hour prior to end of event (i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*

4:00 pm - 9:30 pm

Requests should be submitted by mail, e-mail or fax at least NINETY (90) days in advance of the event to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (shari.ardis@columbiasc.gov), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Approval from the adjoining business/property owners must be obtained before your request will be submitted to City Council if streets are to be closed off during business hours. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

*Outdoor possession and consumption of beer and wine beverages only. all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of events to residential properties.

**ONLY BEER AND WINE BEVERAGES ARE ALLOWED ON CITY PROPERTY. POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of beer and wine beverages within the event area are PROHIBITED.

NOTE: This form should only be used for public events where beer and/or wine are to be sold and consumed on City property (i.e., Main Street Latin Festival, St. Patrick's Festival, Vista Lights, Rocky Shoals Spider Lily Festival, etc.).

This form should not be used to request use of City property for private events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety.

Fire Marshal George N. Adams, Jr., 803-545-3703; george.adams@columbiasc.gov

Legal Department - Shari Ardis; 803-737-4242; shari.ardis@columbiasc.gov or fax 803-737-4250 - resolution preparation

Parking Services - Jessica Argoe; (803) 545-0287; jessica.argoe@columbiasc.gov - meter bagging

Parks and Recreation - Pearl Osborne; 803-545-3100; pearl.osborne@columbiasc.gov - park reservations

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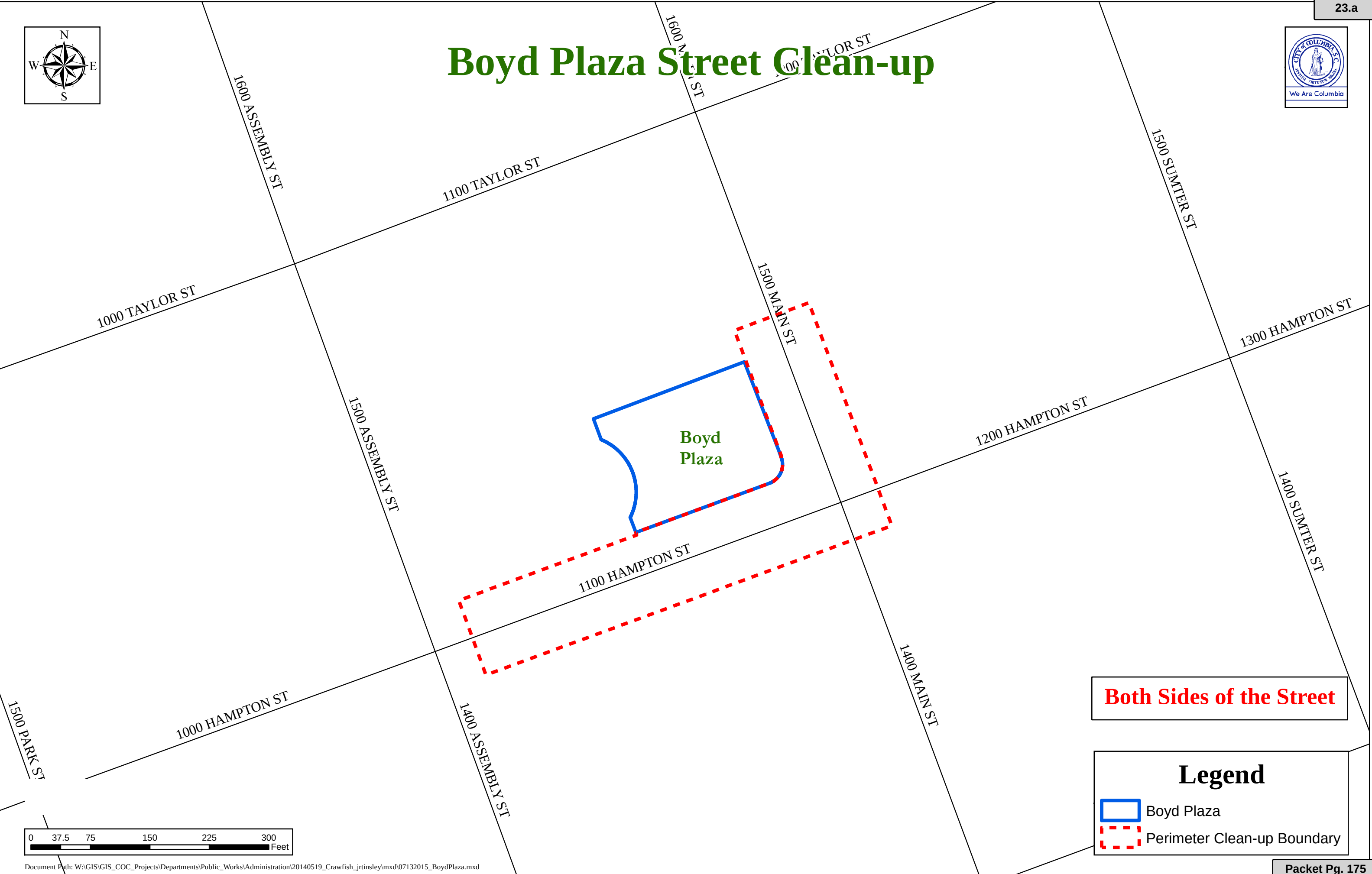
Police Department Community Services - Brenda Murphy; 803-545-3507; brenda.murphy@columbiasc.gov - street closing

Last revised: 12/2019

R2020-026 2000



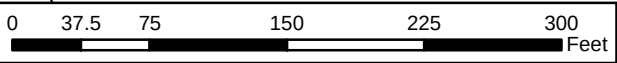
Boyd Plaza Street Clean-up



Both Sides of the Street

Legend

-  Boyd Plaza
-  Perimeter Clean-up Boundary





EMPLOYEE OF THE MONTH NOMINATION FORM

RECEIVED

JAN 28 2020

HR/EMPLOYMENT

NAME OF NOMINATED EMPLOYEE: Gregory M. Dillon

EMPLOYEE'S DEPARTMENT/DIVISION: Public Works / Traffic Engineering

Employee's Title: Electrician Date of Hire: 5/30/2017

Name of Nominator: Leonard M. Freeman Date: January 15, 2020

Signatures of supervisor, division head, department head and if applicable, Assistant City Manager:

Name: Leonard M. Freeman Title: Supervisor

Name: [Signature] Title: Division Head

Name: [Signature] Title: Department Head

Name: _____ Title: City Manager

Nominator should provide three other employees' names who may be contacted concerning the work of the nominated employee.

Name: Tom Beasley Division: Park & Recreation

Name: Anthony Cleckley Division: Traffic Engineering

Name: Fred Taylor Division: Street Department

CRITERIA FOR BEING NOMINATED EMPLOYEE OF THE MONTH

- ❖ The nominated employee must have been employed by the City of Columbia for at least one (1) full year.
- ❖ The nominated employee must have low absenteeism and tardiness.
- ❖ The nominated employee must have maintained and projected a positive attitude and a willingness to get along well with co-workers and the public.
- ❖ The nominated employee must have shown a willingness to perform any assigned duties in the highest standards possible and enhanced the department's ability to better serve the citizens of the City of Columbia.
- ❖ The nominated employee must have maintained a professional appearance and manner.
- ❖ The nominated employee must have demonstrated an allegiance to the City and be a team player who supports others' efforts to achieve the goals of the City of Columbia.
- ❖ The nominated employee should have earned the respect of co-workers.
- ❖ The nominated employee cannot hold a management position (i.e. ACM, Director, Administrator, Manager, Supervisor) and/or hold a position in which they supervise two (2) or more employees.
- ❖ Special considerations may be given to employees who participate in extracurricular activities that benefit the City of Columbia.

JAN 8 5050

RE EMPLOYMENT

[Faint handwritten signature]

January 15, 2020

GREGORY'S EMPLOYEE OF THE MONTH SUPPORTING DOCUMENTS

Gregory M. Dillon was born in Buffalo New York, married with two children, served eight years in the Regular Army, and is currently a South Carolina Army National Guard's member; he elevated to the rank of Staff Sergeant (E-6). In 2009 - 2010 he served in Operation Iraqi Freedom where he earned an ARCOM Award (Army Commendation Award) granted for consistent acts of heroism or meritorious service. He possesses a Class – B Commercial drivers' license and is certified as a Traffic Signal Technician Level I and Work Zone Temporary Traffic Control Technician with the IMSA (International Municipal Signal association). January 28th – 31st of 2020 he is scheduled to take his Traffic Signal Technician Level II course. In December 2017 he earned an Associate's Degree in Applied Science in General Technology in Industrial Electricity/Electronics from Midlands Technical College.

Gregory is an outstanding/exceptional individual. To see him executing his assigned duties, tasks and responsibilities you will witness this for yourself. He is not a superhero; nor has he invented traffic equipment that doesn't malfunction. Nor has he created a street light that burns forever. He consistently performs at an exceptional level. He is very well mannered; treats everyone with kindness and respect. I have never had a complaint against this guy, he is well respected by his peers and others. He performs above what is expected of him. This is why I wish to nominate him as Electrical Operations' Section employee of the month.

GREGORY'S EMPLOYEE OF THE MONTH SUPPORTING DOCUMENTS

Gregory is a Junior Electrician; but performs on a Senior Electrician's level. He does what is ethically and morally right in the absence of senior leadership or management. In the past, when his Senior electrician was absent from work, Gregory took lead man of the project so that we were able to meet the project's completion date. For example, in 2018 the construction of the Ice Skate Rink in Harbison, the Public Works Building Electrical Service Upgrade, and the Lorick Park Outside Security Lights Upgrade.

Supporting the organization: Traffic Engineering maintains 247 of SCDOT intersections. In 2019, SCDOT required Traffic Engineering to generate an inventory of equipment at each intersection and record equipment's being replaced or installed at these intersections. Because of my work load and responsibilities; I needed to delegate this task to an electrician. I informed the electricians of the additional step that was imposed on us managing SCDOT intersection; and I need a volunteer to perform this task. Gregory volunteered. He keeps an accurate count of what, when and how many traffic equipment and parts are used at SCDOT's Intersections; and does an excellent job.

In 2019 Hurricane Dorian struck Charleston; causing damages to homes, business and the local traffic system. Charleston needed help from various outside agencies to repair their City. Our Public Works Deputy Director contacted Traffic Engineering September 6, 2019. It was a Friday morning about 9:30am asking for volunteers to help Charleston repair their traffic system; leaving that day. I (the Electrical Supervisor in Traffic Engineering) called Gregory on his cell and ask if he can assist? He said "I would love to, but he had to check with his wife and get back with you". Minutes later he called and said "I can go". He worked the majority of his normal shift at the City. He left Columbia at 3 pm traveling to Charleston, arrived 6pm and attended a briefing with Charleston's Mayor and his staff. The next day we worked the entire Saturday repairing their defective and damaged traffic system. Then, we traveled back to Columbia. He gave up half of his weekend to assist others in time of need.

GREGORY'S EMPLOYEE OF THE MONTH SUPPORTING DOCUMENTS

Serving the state of South Carolina during a natural disaster: September of 2018
Hurricane Florence threatened South Carolina with its presence. Gregory's guard unit was active for 21 days.

Without exaggerating; Gregory's actions and mindset defines a few of Traffic Engineering's organizational goals, mission and responsibilities. Which are: perform our assigned tasks and responsibilities to the best of our ability, provide quality and prompt service to the public and other entities inside and outside the City of Columbia. Also, to project a positive and professional image to all that we come in contact with. To the best of my ability, Gregory has never had a complaint about his actions.

South Carolina Department of Transportation

TEAMS Contributing User Request

District / Agency: City of Columbia

Request Date: 09 Nov 18

User Information

Name: Gregory Dillon

Job title/duties: Traffic Engineering Electrician

Email: gndillon@columbiasc.net Phone: 803 549 7366

Signal training & certification level: Traffic Signal Technician
Level I

Requested role(s) (see reverse): Warehouse Manager

Work area(s) (see reverse): Traffic Signals

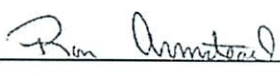
User Agreement

By signing, I agree to use TEAMS and maintain the data within in accordance with SCDOT Engineering Directive 2, SCDOT Traffic Engineering Guideline TG-35, SCDOT TEAMS Procedures, and all applicable Signal Maintenance Agreements.

Signed: 

District / Agency TE Recommendation

By signing, I recommend the requested user for a TEAMS user account, I confirm that the requested user will receive on-the-job TEAMS training to the level necessary for their assigned duties, and I will keep the SCDOT Signal Maintenance & Operations Manager and SCDOT Traffic Signal & Systems Engineer informed of all TEAMS user account changes for my agency.

Signed: 

Printed name & title: Ron Anstead, Asst. Traffic Eng.

SCDOT-TE Approval

By signing, I approve the creation of the requested TEAMS user account.

A Data Use Agreement is not required.

Signed: _____
Director of Traffic Engineering or Designee



Work Zone Temporary Traffic Program

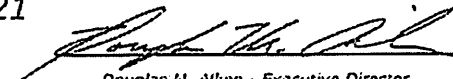
Gregory M. Dillon

is hereby certified as a

Work Zone Temporary Traffic Control Technician

on 4/15/2018

Valid Thru 4/15/2021



Douglas M. Alken - Executive Director



Traffic Signal Program

Gregory M. Dillon

is hereby certified as a

Traffic Signal Technician Level I

on 4/15/2018

Valid Thru 4/15/2021

A handwritten signature in black ink, appearing to read "Douglas M. Alken".
Douglas M. Alken - Executive Director

Aided Charleston After Dorian Struck In 2019;



Gregory Dillon

Picture Taken with John Tecklenburg; Charleston's Mayor

ORDINANCE NO.: 2020-005

*Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina,
Chapter 5, Article II, Building and Technical Codes, Division 2,
Building Code, Sec. 5-51, Adoption; conflicting provisions*

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2020, that Chapter 5, Article II, Building and Technical Codes, Division 2, Building Code, Sec. 5-51, Adoption; conflicting provisions, of the 1998 Code of Ordinances of The City of Columbia, South Carolina, is amended to read as follows:

Sec. 5-51. Adoption; conflicting provisions.

(a) There is hereby adopted by and for the city the International Building Code ~~2015~~ 2018 edition, as modified by amendment of the South Carolina Building Code Council, which code is published separately in book form and is adopted by reference as though copied fully in this section, as published by the International Code Council, Inc. Specifically excluded from the adoption of the International Code referenced herein Section 103 in its entirety, and its subsections (enumerated as 103.1, 103.2, 103.3 and 104.8). Any other provision not specifically excluded above which concerns the qualification, removal, dismissal and duties of the building official or any other city official or employee are deemed excluded from this section. A file of record of this code is in the offices of the city clerk and building official.

(b) In the event of any conflict between the provisions of the code adopted by this section and state law or city ordinances, rules or regulations, then the code adopted by this section shall prevail and be controlling unless the code is specifically amended by state law which shall prevail and be controlling.

This ordinance is effective as of final reading.

Requested by:

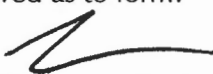
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:



City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

ORDINANCE NO.: 2020-006

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 9, Fire Prevention and Protection, Article IV, Fire Prevention Code, Sec. 9-61, Adoption

BE IT ORDAINED by the Mayor and Council this ___ day of _____, 2020, that the 1998 Code of Ordinances of The City of Columbia, South Carolina, Chapter 9, Fire Prevention and Protection, Article IV, Fire Prevention Code, Sec. 9-61, Adoption, is amended to read as follows:

Sec. 9-61. Adoption.

(a) There is hereby adopted by the city council, for the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosion, that certain code known as the 2015 2018 Edition of the International Fire Code as adopted and modified by amendment of the South Carolina Building Code Council and published by the International Code Council, Inc., Section 103 and its subsections (enumerated as Sections 103.1, 103.2, 103.3, 103.4 and 103.4.1) are expressly excluded from the Code of Ordinances of the City of Columbia.

(b) In the event of any conflict between the provisions of the code adopted by this section and state law or city ordinances, rules or regulations, then the code adopted by this section shall prevail and be controlling, unless the code is specifically amended by state law which shall prevail and be controlling.

This ordinance is effective as of final reading.

Requested by:

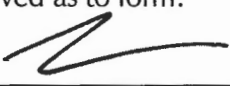
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:



City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

ORDINANCE NO.: 2020-007

*Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina,
Chapter 5, Article II, Building and Technical Codes, Division 3,
Gas Code, Sec. 5-71, Adoption; conflicting provisions*

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2020, that Chapter 5, Article II, Building and Technical Codes, Division 3, Gas Code, Sec. 5-71, Adoption; conflicting provisions, of the 1998 Code of Ordinances of The City of Columbia, South Carolina, is amended to read as follows:

Sec. 5-71. Adoption; conflicting provisions.

(a) There is hereby adopted for the city the International Fuel Gas Code, ~~2015~~ 2018 edition as adopted and modified by amendment of the South Carolina Building Code Council, published by the International Code Council, Inc., which code is published separately in book form and is adopted by reference as though copied fully in this section. Specifically excluded from the adoption of the International Code referenced herein is Section 103 and its subsections (enumerated as Sections 103.1, 103.2, 103.3 and 103.4). Any other provision not specifically excluded above which concerns the qualification, removal, dismissal and duties of the building official or any other city official or employee are deemed excluded from this section. A file of record of this code is in the offices of the city clerk and building official.

(b) In the event of any conflict between the provisions of the code adopted by this section and state law or city ordinances, rules or regulations, then the code adopted by this section shall prevail and be controlling unless the code is specifically amended by state law which shall prevail and be controlling.

This ordinance is effective as of final reading.

Requested by:

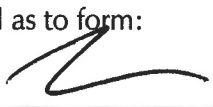
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:



City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

ORDINANCE NO.: 2020-008

*Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina,
Chapter 5, Article II, Building and Technical Codes, Division 6,
Mechanical Code, Sec. 5-131, Adoption; conflicting provisions*

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2020, that Chapter 5, Article II, Building and Technical Codes, Division 6, Mechanical Code, Sec. 5-131, Adoption; conflicting provisions, of the 1998 Code of Ordinances of The City of Columbia, South Carolina, is amended to read as follows:

Sec. 5-131. Adoption; conflicting provisions.

(a) There is hereby adopted by and for the city the International Mechanical Code, ~~2015~~ 2018 edition as adopted by the South Carolina Building Code Council, published by the International Code Council, Inc., which code is published separately in book form and is adopted by reference as though copied fully in this section. Specifically excluded from the adoption of the International Code referenced herein is Section 103 and its subsections (enumerated as Sections 103.1, 103.2, 103.3 and 103.4). Any other provision not specifically excluded above which concerns the qualification, removal, dismissal and duties of the building official or any other city official or employee are deemed excluded from this section. A file of record of this code is in the offices of the city clerk and building official.

(b) In the event of any conflict between the provisions of the code adopted by this section and state law or city ordinances, rules or regulations, then the code adopted by this section shall prevail and be controlling unless the code is specifically amended by state law which shall prevail and be controlling.

This ordinance is effective as of final reading.

Requested by:

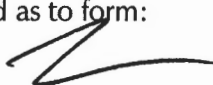
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:



City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

ORDINANCE NO.: 2020-009

*Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina,
Chapter 5, Article II, Building and Technical Codes, Division 4,
Plumbing Code, Sec. 5-91, Adoption; conflicting provisions*

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2020, that Chapter 5, Article II, Building and Technical Codes, Division 4, Plumbing Code, Sec. 5-91, Adoption; conflicting provisions, of the 1998 Code of Ordinances of The City of Columbia, South Carolina, is amended to read as follows:

Sec. 5-91. Adoption; conflicting provisions.

(a) There is hereby adopted for the city the International Plumbing Code, 2015 2018 edition, as adopted by the South Carolina Building Code Council, published by the International Code Council, Inc., which code is published separately in book form and is adopted by reference as though copied fully in this section. Specifically excluded from the adoption of the International Code referenced herein is Section 103 and its subsections (enumerated as Sections 103.1, 103.2, 103.3 and 103.4.) Any other provision not specifically excluded above which concerns the qualification, removal, dismissal and duties of the building official or any other city official or employee are deemed excluded from this section. A file of record of this code is in the offices of the city clerk and building official.

(b) In the event of any conflict between the provisions of the code adopted by this section and state law or city ordinances, rules or regulations, then the code adopted by this section shall prevail and be controlling unless the code is specifically amended by state law which shall prevail and be controlling.

This ordinance is effective as of final reading.

Requested by:

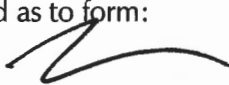
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:



City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

ORDINANCE NO.: 2020-010

Amending Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Buildings and Building Regulations, Article II, Building and Technical Codes, Division 7, Property Maintenance Code, Sec. 5-151, Adoption; conflicting provisions

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2020, that the Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Buildings and Building Regulations, Article II, Building and Technical Codes, Division 7, Property Maintenance Code, Sec. 5-151, Adoption; conflicting provisions, is amended as follows:

Sec. 5-151. Adoption; conflicting provisions.

(a) There is hereby adopted by and for the city the International Property Maintenance Code ~~2015~~ 2018 edition as published by the International Code Council Inc., which code is published separately in book form and is adopted by reference as though copied fully in this section. Specifically excluded from the adoption of the Property Maintenance Code is Section 103, and its subsections (enumerated as 103.1 103.2, 103.3, 103.4 and 103.5). Any other provision not specifically excluded above which concerns the qualification, removal, dismissal and duties of the building official or any other city official or employee are deemed excluded from this section. A file of record of this code is in the offices of the city clerk and building official.

(b) Section 111.1 of the ~~2015~~ 2018 International Property Maintenance Code is amended to read as follows:

111.1 Application for appeal. Any person directly affected by a decision of the code official or a notice or order issued under this code shall have the right to appeal to the board of appeals, provided that a written application for appeal is filed within 20 days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intention of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means, or that the strict application of any requirement of this code would cause an undue hardship.

(c) Section 302.4 of the ~~2015~~ 2018 International Property Maintenance Code is amended to read as follows:

302.4 Weeds. All premises and exterior property shall be maintained free from weeds or plant growth in excess of one foot on the average. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.

Upon failure of the owner or agent having charge of a property to cut and destroy weeds after service of a notice of violation, they shall be subject to prosecution in accordance with Section 106.3 and as prescribed by the authority having jurisdiction. Upon failure to comply with the notice of violation, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the owner or agent responsible for the property.

(d) Section 304.14 of the ~~2015~~ 2018 International Property Maintenance Code is amended to read as follows:

304.14 Insect Screens. During the period from January 1st to December 31st, every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in

food for human consumption are processed, manufactured, packaged or stored shall be supplied with approved tightly fitting screens of not less than 16 mesh per inch (16 mesh per 25 mm), and every screen door used for insect control shall have a self-closing device in good working condition.

Exception: Screens shall not be required where other approved means, such as air curtains or insect repellent fans, are employed.

(e) In the event of any conflict between the provisions of the code adopted by this section and state law or city ordinances, rules or regulations, then the code adopted by this section shall prevail and be controlling unless the code is specifically amended by state law which shall prevail and be controlling.

This Ordinance shall become effective upon second reading.

Requested by:

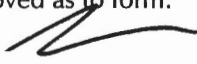
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:



City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

ORDINANCE NO.: 2020-011

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Article II, Building and Technical Codes, Division 9, International Residential Code for One- and Two- Family Dwellings, Sec. 5-191, Adoption; conflicting provisions

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2020, that Chapter 5, Article II, Building and Technical Codes, Division 9, International Residential Code for One- and Two- Family Dwellings, Sec. 5-191, Adoption; conflicting provisions, of the 1998 Code of Ordinances of The City of Columbia, South Carolina, is amended to read as follows:

Sec. 5-191. Adoption; conflicting provisions.

(a) There is hereby adopted by and for the city the ~~2015~~ 2018 International Residential Code for One- and Two-Family Dwellings as adopted and modified by amendment of the South Carolina Building Code Council, which code is published separately in book form and is adopted by reference as though copied fully in this section, as published by the International Code Council, Inc. Specifically excluded from the adoption of the International Residential Code for One- and Two- Family Dwellings referenced herein are Sections R103 in its entirety and its subsections (enumerated as Sections R103.1, R103.2, and R103.3) and R104.8. Any other provision not specifically excluded above which concerns the qualification, removal, dismissal and duties of the building official or any other city official or employee are deemed excluded from this section. A file of record of this code is in the offices of the city clerk and building official.

(b) In the event of any conflict between the provisions of the code adopted by this section and state law or city ordinances, rules or regulations, then the code adopted by this section shall prevail and be controlling unless the code is specifically amended by state law which shall prevail and be controlling unless the code is specifically amended by state law which shall prevail and be controlling.

This ordinance is effective as of final reading.

Requested by:

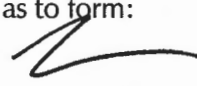
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:



City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

ORDINANCE NO.: 2020-012

*Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina,
Chapter 5, Article II, Building and Technical Codes, Division 5,
Electric Code, Sec. 5-111, Adoption; conflicting provisions*

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2020, that Chapter 5, Article II, Building and Technical Codes, Division 5, Electric Code, Sec. 5-111, Adoption; conflicting provisions, of the 1998 Code of Ordinances of The City of Columbia, South Carolina, is amended to adopt the ~~2014~~ 2017 Edition of the National Electric Code (NFPA 70) published by the National Fire Protection Association (NFPA).

Sec. 5-111. Adoption; conflicting provisions.

(a) There is hereby adopted for the city the National Electric Code (NFPA 70), ~~2014~~ 2017 edition, published by the National Fire Protection Association (NFPA), as adopted by the South Carolina Building Code Council, which code is published separately in book form and is adopted by reference as though copied fully in this section. Any provision not specifically excluded above which concerns the qualification, removal, dismissal and duties of the building official or any other city official or employee are deemed excluded from this section. A file of record of this code is in the office of the city clerk and building official. Any other provision not specifically excluded above which concerns the qualification, removal, dismissal and duties of the building official or any other city official or employee are deemed excluded from this section. A file of record of this code is in the offices of the city clerk and building official.

(b) In the event of any conflict between the provisions of the code adopted by this section and, state law or city ordinances, rules or regulations, then the code adopted by this section shall prevail and be controlling unless the code is specifically amended by state law which shall prevail and be controlling.

This ordinance is effective as of final reading.

Requested by:

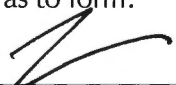
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:



City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

ORDINANCE NO.: 2020-020

Granting an Easement to Dominion Energy South Carolina, Inc. Along a Portion of City-Owned Property Identified as Richland County TMS#08915-03-01 for installation of an electric line and appurtenances for the Greene Street Streetscape Project, Phase 2 (Gadsden Street); CF#250-495

WHEREAS, Dominion Energy South Carolina, Inc. has made a request for an easement along the subject City-owned property for construction of an electric line and appurtenances for an underground conversion to serve the Greene Street Streetscape Project, Phase 2, a Richland County Penny Transportation project; and,

WHEREAS, the plans for the electric line and appurtenances have been reviewed and approved by the Department of Engineering and there are no conflicts with existing utilities, planned City utilities or the structures and improvements on the subject property; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this ____ day of _____, 2020, for and in consideration of the sum of One and No/100 (\$1.00) Dollar, each to the other paid, the City Manager is hereby authorized to execute an easement on behalf of the City of Columbia to **DOMINION ENERGY SOUTH CAROLINA, INC.** for ingress, egress, installation and maintenance of an electric line and appurtenances along the subject property.

The referenced easement is shown on a drawing prepared for Greene Street Streetscape Project, Phase 2, dated January 29, 2020, Project #D-82429, sheet 7 of 9, and being on file in the office of the Department of Engineering under City file reference #250-495. Copies of said drawing being attached hereto and made a part hereof as Exhibit "A".

Requested by:

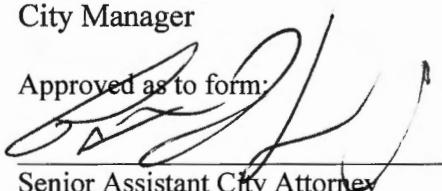
Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:



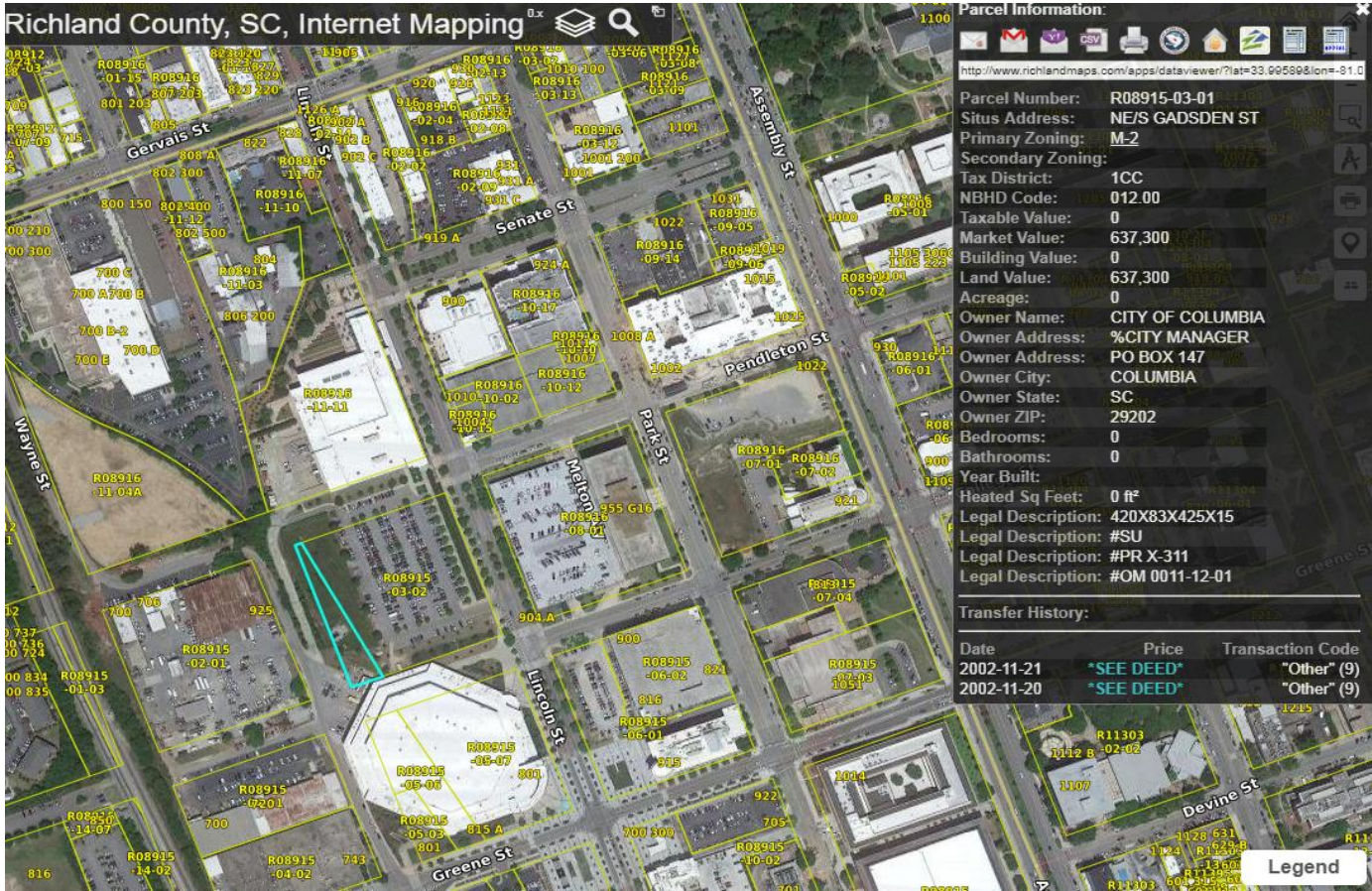
Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced
Final Reading

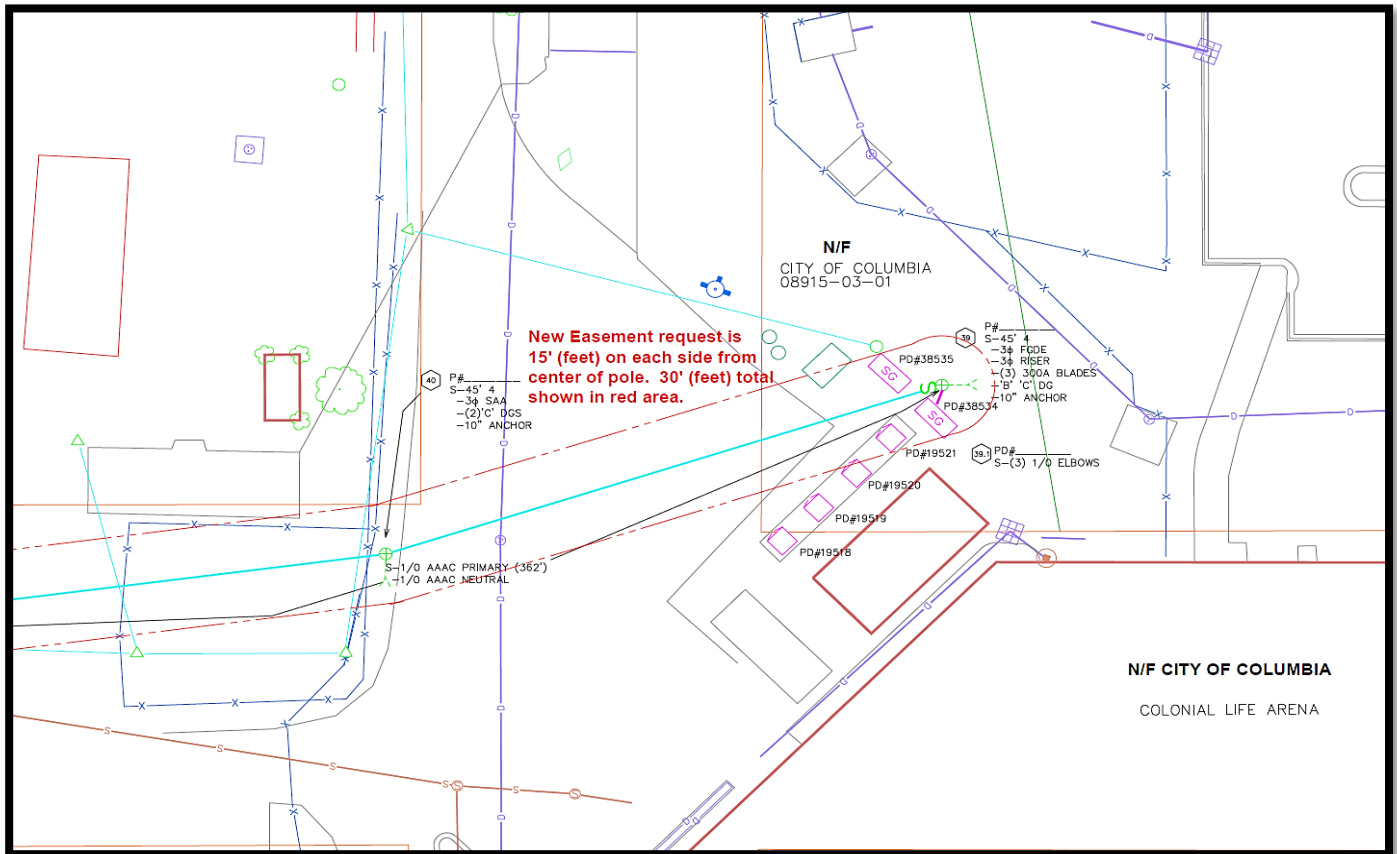
ORDINANCE NO.: 2020-020
EXHIBIT "A"



ORDINANCE NO.: 2020-020
EXHIBIT "A"

DOMINION ENERGY EASEMENT #899861

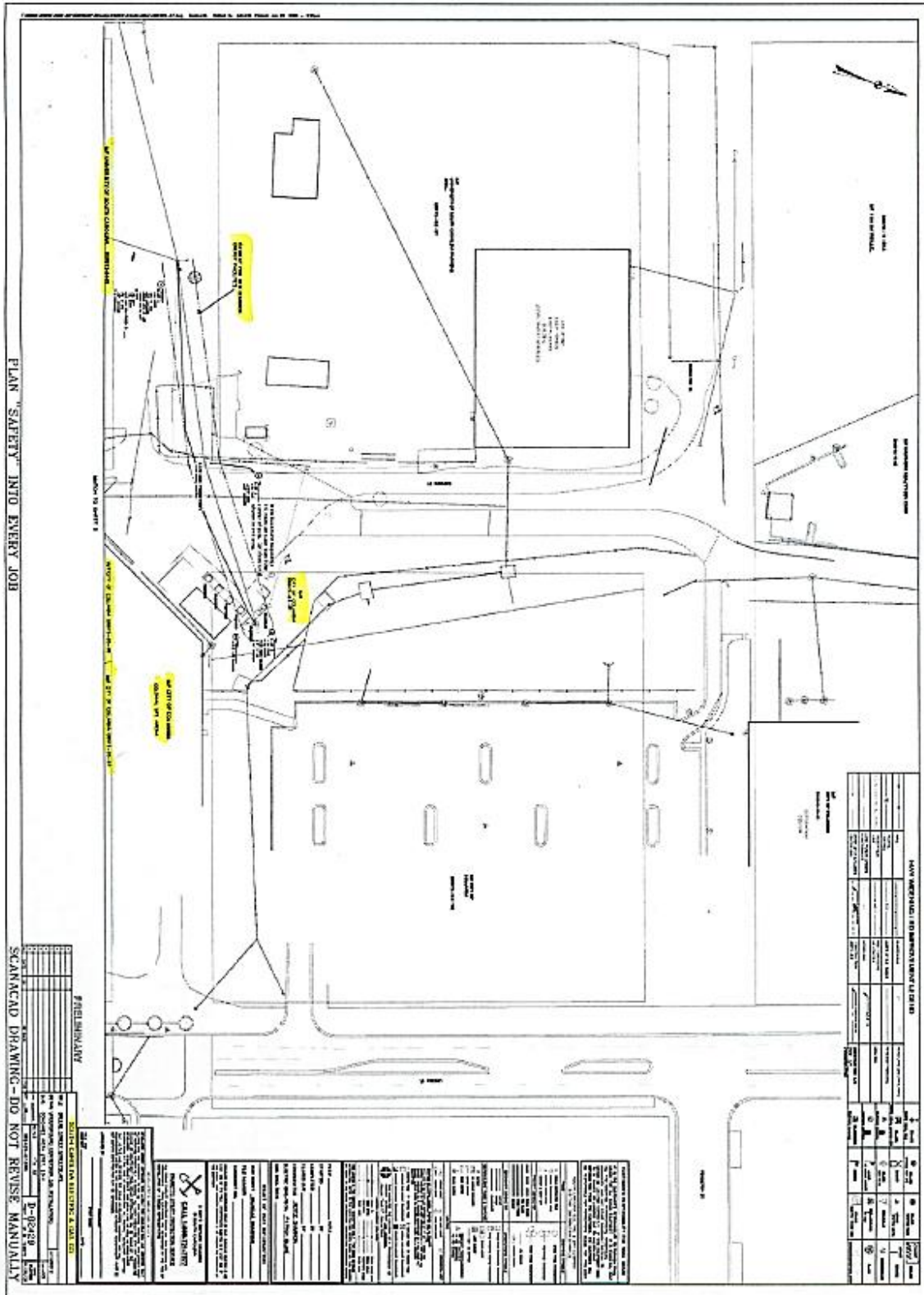
PROJECT NAME: GREENE STREET STREETScape PROJECT, PHASE 2 (GADSDEN STREET); CF#250-495



ORDINANCE NO.: 2020-020
EXHIBIT "A"

DOMINION ENERGY EASEMENT #899861

PROJECT NAME: GREENE STREET STREETScape PROJECT, PHASE 2 (GADSDEN STREET); CF#250-495



ORDINANCE NO.: 2020-021

Granting an Easement to Dominion Energy South Carolina, Inc. Along a Portion of City-Owned Property Identified as Richland County TMS#08913-13-01(Pacific Park) for the Installation of Power Lines and Appurtenances for the Church Street House Relocations; CF#250-497

WHEREAS, Dominion Energy South Carolina, Inc. has made a request for an easement along the subject City-owned property for construction of power lines and appurtenances to serve the relocation of two houses to property located at 224 Church Street; and,

WHEREAS, the plans for the power line and appurtenances have been reviewed and approved by the Department of Engineering and there are no conflicts with existing utilities, planned City utilities or the structures and improvements on the subject property; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this ____ day of _____, 2020, for and in consideration of the sum of One and No/100 (\$1.00) Dollar, each to the other paid, the City Manager is hereby authorized to execute an easement on behalf of the City of Columbia to **DOMINION ENERGY SOUTH CAROLINA, INC.** for ingress, egress, installation and maintenance of an electric line and appurtenances along the subject property.

The referenced easement is shown on a drawing prepared by Dominion Energy South Carolina, Inc. for the Church Street House Relocations, dated December 16, 2019, sheet 1 of 1, and being on file in the office of the Department of Engineering under City file reference #250-497. A copy of said drawing being attached hereto and made a part hereof as Exhibit "A".

Requested by:

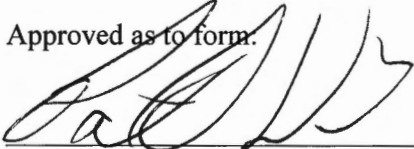
Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:



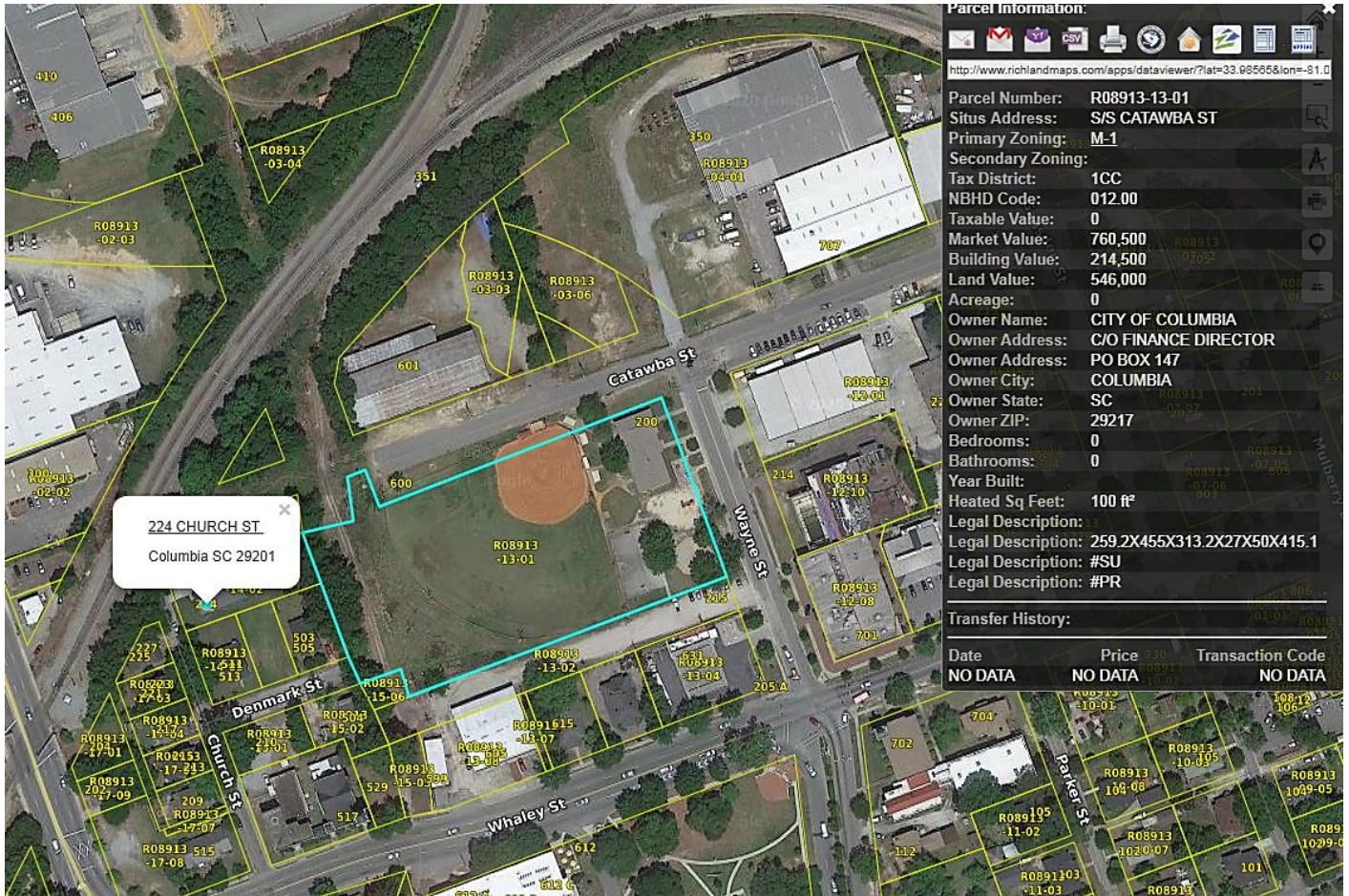
Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced
Final Reading

ORDINANCE NO.: 2020-021
EXHIBIT "A"



RESOLUTION NO.: R-2020-032

*Authorizing the City Manager to execute a Lease Agreement between
the City of Columbia and MS Joint Venture for the lease of the 1st, 5th and 7th floors
of 1401 Main Street*

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2020, that the City Manager is hereby authorized to execute the attached Lease Agreement between the City of Columbia and MS Joint Venture, or on a form approved by the City Attorney, for the lease of the 1st, 5th and 7th floors of 1401 Main Street.

(Funding Source: General Fund Capital Projects)

Requested by:

Assistant City Manager Gentry

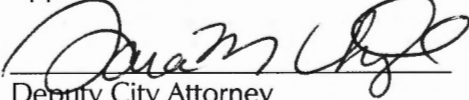
Mayor

Approved by:

City Manager

ATTEST:

Approved as to form:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

OFFICE LEASE AGREEMENT

BY AND BETWEEN

MS JOINT VENTURE

AND

CITY OF COLUMBIA

DATED

February 10, 2020

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OFFICE LEASE (GROSS LEASE)

THIS LEASE is made and entered into this 10th day of February, 2020, by and between MS Joint Venture, hereinafter called "Landlord", and City of Columbia, hereinafter called "Tenant" and shall be recorded in the Richland County, South Carolina Register of Deeds Office.

WITNESSETH:

In consideration of the covenants and agreements of the respective parties herein contained, the parties hereto, for themselves, their heirs, successors, distributees, administrators, legal representative and permitted assigns, do hereby agree as follows:

A. DEMISED PREMISES/PREMISES INFORMATION:

Landlord demises and leases to Tenant and Tenant agrees to lease from Landlord, for the term and upon the rental, covenants and agreements herein set forth those certain Demised Premises located in the State of South Carolina, County of Richland (Tax Map ID #09013-04-07), in or near the City of Columbia, having an address of 1401 Main Street, 1st floor, and more specifically described as follows:

Approximately 6,550 +/- Square feet located on the 1st floor and referred to hereinafter as "Demised Premises".

B. TERM AND DELIVERY OF DEMISED PREMISES:

TO HAVE TO HOLD said Demised Premises unto Tenant for a term of 11 years beginning on the 1st day of August 2020 and ending at midnight on the 31st day of July 2031.

It is further agreed and understood that if Landlord is unable to deliver possession of the Demised Premises to the Tenant at the commencement of the term of this Lease because of the retention of possession thereof by parties other than Landlord, or because Landlord is unable to get the Demised Premises ready for occupancy by Tenant, then Landlord shall not be liable to Tenant for damages and this Lease shall not terminate, provided however, that Tenant shall have no obligation to pay hereunder until possession of the Demised Premises is delivered to Tenant. Landlord shall use all reasonable diligence to deliver possession of the Demised Premises to Tenant at the commencement of the within term. * Tenant accepts space in "As is" condition.

It is anticipated that possession may be had on August 1st 2020 however, if for any reason Landlord fails to give possession of the Demised Premises on that date, then this Lease and payment of rent will commence as of the day possession is given with the further understanding that possession must be had on October 1st, 2020, or Tenant may terminate this Lease by written notice given prior to the Landlord's tendering possession of the Demised Premises to the Tenant. If the term of this Lease shall commence on a day other than the first day of a calendar month, rental shall be paid for the portion of the month in proportion to the monthly rental rate as herein provided and the Lease shall be extended so as to cause the expiration of the term to be on the last day of the last month of the term.

C. COVENANTS AND CONDITIONS OF LEASE:

This Lease is made on the following covenants and conditions which are expressly agreed to by Landlord and Tenant:

1. **RENT:** Tenant covenants and agrees to pay as rental to Landlord the annual sum of \$121,437.00, said sum to be in lawful money of the United States, payable in equal monthly installments of \$10,119.75 or as outlined in Paragraph 32 of this Lease agreement. Said rental shall be payable monthly in advance to the offices of EM & L, Agent for Landlord. Rent is due on the first day of each month and shall not be withheld for any reason whatsoever. Said rent shall be considered delinquent if not received by the 10th day of the month. In the event Tenant shall fail to pay each rental on the due date a late charge of one and one-half (1½%) percent of the monthly rental, compounded monthly with a minimum of Ten and no/100 (\$10.00) Dollars per month, shall be added to the rental and paid to Landlord for each such late payment, and the same shall be treated as additional rent.

2. **AUTHORIZED USE:** Tenant agrees not to abandon or vacate the Demised Premises, not to use them for other than normal office purposes and not to use or permit them to be used for any offensive, noisy or dangerous trade or business, or in violation of any act or omission which will increase the rate of insurance on the Demised Premises, and if such rate be increased, Tenant agrees to pay Landlord such increased cost of insurance. Tenant will not obstruct entries and passageways so as to interfere with the use thereof by other tenants.

3. **TENANT ALTERATIONS:** Except as otherwise provided herein, Tenant shall not make, or suffer to be made, any alterations of the Demised Premises, or any part thereof, without the prior written consent of the Landlord. Any such alterations or improvements, whether made with or without Landlord's permission, and including, but not limited to, permanent partitions, wall to wall carpeting, lighting, or attached shelving, shall, at the option of the Landlord, become the property of the Landlord (with no obligation of Landlord to pay for same) and may not be removed unless requested by the Landlord. Tenant may install at its expense and without Landlord's consent trade fixtures, movable office partitions, furniture and equipment and other personal property, and may remove same at any time provided that Tenant is not in default of this Lease and that any damage to the Demised Premises caused thereby shall be repaired by Tenant. Tenant shall not install or maintain any equipment, partitions, furniture, or apparatus, the weight or operation of which would tend to injure or be detrimental to the Demised Premises or unreasonably annoy or disturb other Tenants. Tenant shall at all times keep the Demised Premises free and clear of any lien or encumbrance of any kind created by Tenant's act under this paragraph or otherwise or by its omission.

4. **TENANT'S MAINTENANCE AND REPAIR OF DEMISED PREMISES:** Tenant agrees not to suffer or commit any waste and to keep and to do whatever is necessary to maintain the interior of its Demised Premises in good condition and repair, natural deterioration by ordinary use and reasonable wear, fire, the elements, and acts of God excepted. Tenant shall replace all broken glass in the Demised Premises except when such breakage may be covered by Landlord's normal fire and extended coverage insurance policy, and shall repair any damage, willful or otherwise, to the Demised Premises, caused by it, its agents, invitees or clients.

5. **LANDLORD'S MAINTENANCE AND REPAIR OF DEMISED PREMISES:** Landlord shall at its own expense keep and maintain in good repair and working order the heating and air conditioning equipment, plumbing, roof, foundation and exterior walls, electricity and fixtures, and parking lot. Landlord agrees to make all repairs that may become necessary by reason of fire, acts of war, insurrection or riot, earthquake, other elements including damage by termites, fungus growth or dry rot. Landlord shall be under no obligation to inspect the Demised Premises and Tenant shall be responsible for notifying Landlord in writing of any needed repairs after which Landlord shall have a reasonable time in which to make such repairs. Landlord shall not be held liable for any damage to Tenant for failure to make any such repairs unless due to Landlord's gross negligence.

6. **SERVICES AND UTILITIES FURNISHED BY LANDLORD:** Landlord shall, at its own expense, supply to Tenant in or upon the Demised Premises during the term of this Lease the following services and utilities only as specifically indicated:

- YES (a) electricity and heating and air conditioning during the hours of 8:00 a.m. to 6:00 p.m., Monday through Friday, and 8:00 a.m. to 1:00 p.m. on Saturdays and legal holidays. Electricity shall be furnished only for lighting and ordinary business appliances, such as typewriters, word processing equipment, copiers, fax machines and adding machines. *See paragraph 32
- YES (b) hot and cold running water in restrooms.
- YES (c) chilled drinking water within reasonable distance of the Demised Premises.
- YES (d) elevator service either attended or non-attended at Landlord's option.
- YES (e) janitorial and yard service in accordance with usual and customary schedule.
- YES (f) pest control, common area only.
- YES (g) replacement of light bulbs to Landlord's lighting fixtures (fluorescent or building standard only).
- YES (h) building management by Executive Management and Leasing, Phone # (803) 771-9884.
- YES (i) parking - see paragraph #10.
- _____ (j) other: _____

Landlord shall not be liable for failure to furnish any of the foregoing when such failure is caused by accidents or conditions beyond the control of Landlord, or by repairs, labor disturbances or disputes of any character whether resulting from or caused by Landlord or otherwise; nor shall Landlord be liable under any circumstances for loss of or injury to property, however occurring, through or in connection with or incidental to the furnishing of any of the foregoing, nor shall any such failure relieve Tenant from duty to pay the full amount of rent herein reserved, or constitute or be construed as a constructive or other eviction of Tenant.

7. **INCREASE IN COST OF SERVICES AND REPAIRS:** The Tenant covenants to pay the Landlord, as additional rent hereunder, upon notice and demand, the proportionate part of any increase in the annual cost of operating and maintaining the building of which the Demised Premises are a part over the cost for the calendar year 2020 (hereafter called "base year") as is represented by the proportion between the Demised Premises and the total rentable area of said building.

For the purpose of this and other covenants requiring similar proportion, it is agreed the Demised Premises hereunder contains approximately 6,550 square feet and the total rentable area of the building is 199,846 square feet. For purpose of calculation, Tenant's pro rata share for purposes of calculation shall be 3.3%.

After each December 31, subsequent to the base year, cost statements for the year will be prepared and compared to the base year cost. Should there be any change in the cost of service, Tenant shall pay or receive credit for his proportionate by lump sum settlement.

In addition, the monthly rent beginning the first day of January will be adjusted if required by one twelfth (1/12) of the sum of the previous year's cost change over the base year. In no event will the rent be less than that which was paid in the base year or at the beginning of the Lease.

The cost of operating and maintaining the said building shall include water and sewer rents, the cost of heating, electricity, power, fuel, labor, supplies, janitorial service, security service, management and insurance, and all other items properly constituting direct operating costs according to standard accounting practices as determined by Landlord, managing agent, or accountant. Tenant, or its representative, shall have the right to examine Landlord's books and records with respect to items in the foregoing statement during normal business hours at any time within thirty (30) days following delivery by Landlord to Tenant of such statement. Unless Tenant shall take written exception to any items of such expenses within thirty (30) days after delivery of the foregoing statement, such statement shall be considered as final and accepted by Tenant. If this Lease terminates other than at the end of the calendar year, the additional rent, if any, under this provision for the partial year of occupancy shall be due and payable by Tenant for the period of his occupancy even though he has vacated. If the vacated Tenant has a credit due, a check will be issued forty-five (45) days after such original statement is sent. If Tenant is deficient, he shall forward payment to Landlord within thirty (30) days unless he takes written exception to such increase and in such case must notify Landlord of such exception within thirty (30) days.

8. **PAYMENT OF TAXES AND OTHER ASSESSMENTS:** Landlord shall pay annually all real estate taxes on the Demised Premises existing at the commencement of this Lease. However, Tenant shall pay its pro rata share of 7.7% as enumerated in Paragraph 7, of any and all increases in the taxes and other assessments assessed or levied against the Demised Premises over and above amounts assessed for the year 2020 (to be known as "base year"), as well as any special assessment imposed upon the Demised Premises for any purpose whatsoever during the term, whether the increase in taxation results from a higher tax rate or an increase in the assessed valuation of the Demised Premises or of both. However, if the improvements upon the Demised Premises are not fully assessed by the local assessor's office during the agreed upon base year, the base year will be amended in the following manner: the millage rate established in the base year shall be applied to the fully assessed value when fully assessed by the Tax Assessor's office. Should the full assessment not be completed until after this Lease expires or is terminated, this increase will be due and payable upon demand. Such payment shall be made by Tenant to Landlord not later than thirty (30) days following the date on which Landlord provides Tenant with written evidence of such increase. In the event the Demised Premises are less than the entire property assessed for such taxes for any such tax year, then the tax for any such year applicable to the Demised Premises shall be determined by proration as herein above defined. If the final year of the lease term fails to coincide with the tax year, then any excess for the tax year during which the term ends shall be reduced by the pro rata part of such tax beyond the lease term.

In the event that any documentary stamp tax, or tax levied on the rental, leasing or letting of the Demised Premises, whether local, state, or federal, is required to be paid due to execution hereof, the cost thereof shall be borne by the Tenant.

Tenant at all times shall be responsible for and shall pay, before delinquency, all municipal, county, state or federal taxes assessed against any leasehold interest or any fixtures, equipment, stock-in-trade, or other personal property of any kind, installed or used in or on the Demised Premises.

Should any governmental taxing authority acting under any present or future law, ordinance, or regulation, levy, assess, or impose a tax, excise and/or assessment (other than an income or franchise tax) upon or against the rentals payable by Tenant to Landlord, either by way of substitution or in addition to any existing tax on land or buildings or otherwise, Tenant shall be responsible for and shall pay such tax, excise and/or assessment, or shall reimburse the Landlord for the amount thereof, as the case may be.

9. **SUBORDINATION OF LEASE:** It is agreed that the rights of the Tenant hereunder shall be and shall remain subordinate to the right and lien of any bona fide mortgage placed upon said Demised Premises by Landlord during or before the term of this Lease, and if requested by mortgagee, Tenant will execute a subordination agreement.

10. **PARKING:** See Paragraph 32 (Additional Provisions).

11. **ENTRY BY LANDLORD:** Landlord shall have the right to enter the Demised Premises at reasonable times for the purpose of inspection, posting notices or supervising any necessary repairs and maintenance required herein to be performed by Landlord. Sixty (60) days prior to the expiration of this Lease, Landlord may post suitable notice on the Demised Premises that same are for rent and may show same to prospective tenants at reasonable times.

12. **ASSIGNMENT AND SUBLETTING:** Neither this Lease nor any interest herein may be assigned by Tenant voluntarily or involuntarily, by operation of law, and neither all nor any part of the Demised Premises shall be sublet by Tenant without the written consent of Landlord first had and obtained; however, Landlord agrees not to withhold unreasonably its consent for Tenant to sublet the Demised Premises. Landlord may withhold consent to sublease should the sublease rental be greater than contract rent. If Landlord withholds such consent because of this condition, Landlord must cancel this Lease. In the event this Lease or any interest herein is assigned or the Demised Premises or any part thereof is sublet, whether with or without Landlord's consent, Tenant shall remain fully liable under all terms, covenants, and conditions of this Lease. In no event will any provision herein stated to renew, extend or purchase be available to any assignee or subtenant.

Tenant hereby agrees to employ EM&L, Inc. to perform any and all subletting of the Demised Premises and will pay EM&L Inc. a commission based on their then published commission schedule.

13. **WAIVER OF COVENANTS:** No forbearance by either party to seek a remedy for any breach of this Lease shall be deemed a waiver by such party of its rights or remedies with respect to such breach. It is agreed that the waiving of any of the covenants of this Lease by either party shall be limited to the particular instance and shall not be deemed to waive any other breaches of such covenant or any provision herein contained.

14. **DEFAULT BY TENANT:** This Lease is made upon the condition that the Tenant shall punctually and faithfully perform all of the covenants and agreements by it to be performed as herein set forth, and if any of the following events of default shall occur, to-wit: (a) any installment of rent, additional rent, taxes, or any other sums required to be paid by Tenant hereunder, or any part thereof, shall at any time be in arrears and unpaid for fifteen (15) days after written demand therefor, or (b) there be any default on the part of Tenant in the observance or performance of any of the other covenants or agreements, or conditions of this Lease on the part of Tenant to be kept and performed, and said default shall continue for a period of fifteen (15) days after written notice thereof from Landlord to Tenant (unless such default cannot reasonably be cured within fifteen (15) days and Tenant shall have commenced to cure said default within said fifteen (15) days and continues diligently to pursue the curing of the same), or (c) Tenant shall file a petition in bankruptcy or be adjudicated a bankrupt, or file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation, or make an assignment for the benefit of creditors, or (d) any trustee, receiver or liquidator of Tenant or of all or any substantial part of its properties or of the Demised Premises shall be appointed in any action, suit or proceeding by or against Tenant and such proceeding or action shall not have been dismissed within thirty (30) days after such appointment, or (e) the leasehold estate hereby created shall be taken on execution or by other process of law, or (f) Tenant shall admit in writing its inability to pay its obligations generally as they become due, or (g) Tenant shall vacate or abandon the Demised Premises, then and in any of said cases, Landlord at its option may terminate this Lease and re-enter upon the Demised Premises and take possession thereof with full right to sue for and collect all sums or amounts with respect to which Tenant may then be in default and accrued up to the time of such entry, including damages to Landlord by reason of any breach or default on the part of Tenant, or Landlord may, if it elects to do so, bring suit for the collection of such rents and damages without entering into possession of the Demised Premises or voiding this Lease.

In addition to, but not in limitation of, any of the remedies set forth in this Lease or given to Landlord by law or in equity, Landlord shall also have the right and option, in the event of any default by Tenant under this Lease and the continuance of such default after the period of notice above provided, to retake possession of the Demised Premises from Tenant without process of law, by summary proceedings or otherwise, and it is agreed that the commencement and prosecution of any action by Landlord in forcible entry and detainer, ejectment or otherwise, or any execution of any judgment or decree obtained in any action to recover possession of the Demised Premises, shall not be construed as an election to terminate this Lease unless Landlord expressly exercises its option hereinabove provided to declare the term hereof ended, whether or not such entry or re-entry be had or taken under summary proceedings or otherwise, and shall not be deemed to have absolved or discharged Tenant from any of its obligations and liabilities for the remainder of the term of this Lease, and Tenant shall, notwithstanding such entry or re-entry, continue to be liable for the payment of the rents and the performance of the other covenants and conditions hereof and shall pay to Landlord all monthly deficits after any such re-entry in monthly installments as the amounts of such deficits from time to time are ascertained and, in the event of any such ouster, Landlord rents or leases the Demised Premises to some other person, firm or corporation (whether for a term greater, less than or equal to the unexpired portion of the term created hereunder) for an aggregate rent during the portion of such new lease co-extensive with the term created hereunder which is less than the rent and other charges which Tenant would pay hereunder for such period, Landlord may immediately upon the making of such new lease or the creation of such new tenancy sue for and recover the differences between the aggregate rental provided for in said new lease for the portion of the term co-extensive with the term created hereunder and rent which Tenant would pay hereunder for such period, together with any expense to which Landlord may be put for brokerage commission, placing the Demised Premises in tenable condition or otherwise. If such new lease or tenancy is made for a shorter term than the balance of the term of this Lease, any such action brought by Landlord to collect the deficit for that period shall not bar Landlord from thereafter suing for any loss accruing during the balance of the unexpired term of this Lease.

If Tenant at any time shall fail to pay any taxes, assessments, or liens, or to make any payment or perform any act required by this Lease to be made or performed by it, Landlord, without waiving or releasing Tenant from any obligation or default under this Lease, may (but shall be under no obligation to) at any time thereafter make such payment or perform such act for the account at the expense of Tenant. All sums so paid by Landlord and all costs and expenses so incurred shall accrue interest at a rate of eighteen percent (18%) from the date of payment or incurring thereof by Landlord and shall constitute additional rent payable by Tenant under this Lease and shall be paid by Tenant to Landlord upon demand. All other sums payable by Tenant to Landlord under this Lease, if not paid when due, shall accrue interest at a rate of eighteen percent (18%) from their due date until paid, said interest to be so much additional rent under this Lease and shall be paid to Landlord by Tenant upon demand.

All rights and remedies of Landlord herein enumerated shall be cumulative, and none shall exclude any other remedies allowed at law or in equity.

Tenant agrees to pay a reasonable attorney's fee and all costs if Landlord, in its sole discretion, employs an attorney to collect any rent, additional rent, or any other sums payable under this Lease or to enforce any covenants, agreements, or conditions on the part of the Tenant to be kept and performed; and Tenant expressly waives all exemptions secured to the Tenant under the laws of the State of South Carolina or of any other State of the United States as against the collection of any debt herein or hereby incurred or secured. For the purpose of any suit brought by Landlord or based on this Lease, this Lease shall be construed to be a divisible contract to the end that successive actions may be maintained as successive periodic sums shall mature under this Lease, and it is further agreed that failure to include in any suit any sum or sums then matured shall not be a bar to the maintenance of any suit or action for the recovering of said sum or sums so omitted.

15. INSURANCE /INDEMNITY:

A. "Bodily Injuries and Property Damage": Tenant shall at all times during the term hereof keep in effect in responsible companies liability insurance in the names of and for the benefit of Tenant and Landlord with minimum limits as follows:

Bodily Injury and Property Damages..... \$ 1,000,000.00 per occurrence
\$ 2,000,000.00 aggregate

Such insurance may, at Tenant's election, be carried under any general blanket coverage of Tenant. A renewal policy shall be procured not less than ten (10) days prior to the expiration of any policy. Each original policy or a certified copy thereof, or a satisfactory certificate of the insurer evidencing insurance carried with proof of payment of the premium shall be deposited with Landlord. The limits of said insurance shall not, however, limit the liability of Tenant hereunder. In the event that the Demised Premises constitute a part of a larger property said insurance shall have a Landlord's Protective Liability endorsement attached thereto. If Tenant shall fail to procure and maintain said insurance Landlord may, but shall not be required to, procure and maintain the same, but at the expense of Tenant. Tenant shall have the right to settle and adjust all liability claims against the insuring companies, but without subjecting Landlord to any liability or obligation.

B. "Property Insurance": Landlord shall obtain and keep in force during the term of this Lease a policy or policies of insurance covering loss or damage to the Demised Premises, in the amount of the full replacement value thereof, providing against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, special extended perils (Special Cause of Loss Form) and loss of rents. Tenant shall pay during the term hereof, in addition to rent, the amount of any increase in premiums for the insurance required under this Paragraph 15(b) over and above such premiums paid by Landlord during the first full year of the term of this Lease in which Landlord shall have maintained the insurance required under this Paragraph 15(b), whether such premium increase shall be the result of the nature of Tenant's occupancy, any act or omission of Tenant, requirements of the holder of a mortgage or deed of trust covering the Demised Premises, or increased valuation of the Demised Premises. Tenant shall pay any such premium increases to Landlord within thirty (30) days after receipt by Tenant of a copy of the premium statement or other satisfactory evidence of the amount due. If the insurance policies maintained hereunder cover other improvements in addition to the Demised Premises, Landlord shall also deliver to Tenant a statement of the amount of such increase attributable to the Demised Premises and showing in reasonable detail the manner in which such amount was computed. If the term of this Lease shall not expire concurrently with the expiration of the period covered by such insurance, Tenant's liability for premium increases shall be prorated on an annual basis. If the Demised Premises are less than the total property the base pro rata share shall be the same as in Section 8 (Taxes).

C. "Insurance Policies": Insurance required hereunder shall be in companies rated A or better in "Best's Insurance Guide." Tenant shall deliver to Landlord copies of policies of liability insurance required under Paragraph 15(a) or certificates evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to Landlord. No such policy shall be cancelable or subject to reduction of coverage or other modification except after ten (10) days' prior written notice to Landlord. Tenant shall, within ten (10) days prior to the expiration of such policies, furnish Landlord with renewals or "binders" thereof, or Landlord may order such insurance and charge the cost thereof to Tenant, which amount shall be payable by Tenant upon demand. Tenant shall not do or permit to be done anything which will invalidate the insurance policies referred to in Paragraphs 15(a) and (b).

D. "Waiver of Subrogation": Tenant and Landlord each hereby waives any and all rights of recovery against the other, or against the officers, employees, agents and representatives of the other, for loss of or damage to such waiving party or its property or the property of others under its control, where such loss or damage is insured against under any insurance policy in force at the time of such loss or damage. Tenant and Landlord shall, upon obtaining the policies of insurance required hereunder, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

Liability
E. ~~"Indemnity": Tenant shall indemnify and hold harmless Landlord from and against any and all claims arising from Tenant's use of the Demised Premises, or from any activity, work or things done, permitted or suffered by Tenant in or about the Demised Premises or elsewhere and shall further indemnify and hold harmless Landlord from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any negligence of the Tenant, or any of Tenant's agents, contractors, or employees, and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against Landlord by reason of any such claim, Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel satisfactory to Landlord.~~ Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons, in, upon or about the Demised Premises arising from any cause and Tenant hereby waives all claims in respect thereof against Landlord.

G. "Exemption of Landlord from Liability": Tenant hereby agrees that Landlord shall not be liable for injury to Tenant's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of Tenant, Tenant's employees, invitees, customers, or any other person in or about the Demised Premises, nor shall Landlord be liable for injury to the person of Tenant, Tenant's employees, agents or contractors, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether the said damage or injury results from conditions arising upon the Demised Premises or upon other portions of the building of which the Demised Premises are a part, or from other sources or places, and

regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Tenant. Landlord shall not be liable for any damages arising from any act or neglect of any other tenant, if any, of the building in which the Demised Premises are located.

16. **DAMAGE OR DESTRUCTION BY FIRE OR OTHER CASUALTY:** If the Demised Premises or any part thereof shall be substantially damaged or destroyed by fire or other casualty, Landlord shall promptly repair all such damage and restore the Demised Premises without expense to Tenant, subject to delays due to adjustment of insurance claims, strikes and other causes beyond Landlord's control. If such damage or destruction shall render the Demised Premises untenantable in whole or in part, the rent shall be abated wholly or proportionally as the case may be until the damage shall be repaired and the Demised Premises restored. If the damage or destruction shall be so extensive as to require the substantial rebuilding (i.e., expenditure of fifty (50%) percent or more of replacement cost) of the building or buildings of which the Demised Premises are part, Landlord or Tenant may elect to terminate this Lease by written notice to the other given within thirty (30) days after the occurrence of such damage or destruction, unless the Landlord has contracted for or begun reconstruction. If it is anticipated that said rebuilding will take in excess of ninety (90) days, Landlord shall notify Tenant and Tenant shall be given the option of canceling said Lease within five (5) working days of said notification or Landlord may rebuild or contract for said rebuilding of which the Demised Premises are a part.

Landlord and Tenant hereby release each other from liability for loss or damage occurring on or to the Demised Premises or the premises of which they are a part or to the contents of either thereof, caused by fire or other hazards ordinarily covered by fire and extended coverage insurance policies and each waives all rights of recovery against the other for such loss or damage. Willful misconduct lawfully attributable to either party, whether in whole or in part a contributing cause of the casualty giving rise to the loss or damage, shall not be excused under the foregoing release and waiver. Landlord hereby agrees to keep the building insured against fire and other perils normally covered by fire and extended coverage.

17. **HOLDOVER:** Should Tenant remain in possession of the Demised Premises or any part thereof after the expiration of the term of this Lease, such holding over shall, unless otherwise agreed in writing, constitute a month to month tenancy only, and Tenant shall pay as monthly rental one and one half (1 1/2) times the monthly rental assessed during the last month of the term of this Agreement. Tenant agrees to give Landlord thirty (30) days prior written notice of Tenant's intent to vacate the Demised Premises. Landlord may terminate the month to month tenancy by providing Tenant thirty (30) days prior written notice.

18. **DEFAULT OF LANDLORD:** If at any time during the term hereof Landlord shall default in any of its obligations under this Lease, Tenant may give the written notice to Landlord of its intention to terminate the lease, together with a statement of the nature of such default, and such termination shall become effective on the thirtieth (30th) day after the date of such notice unless (a) such default shall be cured within thirty (30) days after such a notice or (b) if the default is of such nature that it cannot be cured within such period, the necessary steps to cure such default are duly taken within such period and are thereafter diligently pursued.

19. **CONDEMNATION:** In the event any part of the Demised Premises shall be taken or condemned at any time during the term hereof through the exercise of power of eminent domain, with or without litigation, and Tenant shall determine that the remaining portion of the Demised Premises are not reasonably suitable for its use and occupation, Tenant may, by giving notice to Landlord within sixty (60) days after the date of such taking or condemnation, terminate this Lease as of a date (to be set forth in said notice) not earlier than thirty (30) days after the date of the notice, and Landlord shall refund any unearned rent paid in advance by Tenant. If Tenant does not terminate this Lease as provided above, this Lease shall continue in force as to the remaining portion of the Demised Premises and in such event the monthly rental thereafter payable by Tenant hereunder shall be adjusted and prorated in the exact ratio which the value of the Demised Premises after such taking or condemnation bears to the value of the Demised Premises immediately preceding the condemnation, and Landlord shall, at its own expense, make any repairs or alterations to said Demised Premises which may be necessary to restore the Demised Premises, in so far as possible, to their condition prior to the taking or condemnation.

In the event of the taking or condemnation of all or any portion of the Demised Premises if the Landlord and/or Tenant terminates the lease as provided above, Landlord and Tenant shall together pursue the claim against the condemning or taking authority for the value of the property taken or condemned and Tenant shall receive from the condemnation award the value of its improvements, if any, so taken; Tenant shall receive no other part of the condemnation award. If the lease is not terminated, Landlord shall receive the entire award in the condemnation proceeding.

In the event any part of the Demised Premises shall be taken or condemned at any time during the term hereof through the exercise of such power of eminent domain, with or without litigation, and the remainder of the Demised Premises shall not, in the opinion of the Landlord, constitute an economically feasible operating unit, Landlord may, by giving written notice to the Tenant within sixty (60) days after the date of such taking or condemnation, terminate this Lease as of a date (to be set forth in said notice) not earlier than thirty (30) days after the date of the notice. Rent shall be apportioned as of the termination date.

20. **QUIET ENJOYMENT:** If and so long as Tenant pays the rents reserved by this Lease and performs and observes all the covenants and provisions hereof, Tenant shall quietly enjoy the Demised Premises, subject, however, to the terms of this Lease, and Landlord will warrant and defend Tenant in the enjoyment and peaceful possession of the Demised Premises throughout the term of this Lease.

21. **NOTICES:** Any notice, demand or other instrument or written communication required or permitted to be given, served, made or delivered hereunder may be given, served, made or delivered by mailing the same by certified mail in a sealed envelope postage prepaid, and addressed as follows:

To the Landlord at the following address:
MS Joint Venture
% EM&L, Inc.
P.O. Box 1239
Columbia, S.C. 29202

To the Tenant at the following address:
Attention: City Manager
City of Columbia
P.O. Box 147
Columbia, SC 29217

Any such notice, demand or other instrument or written communication mailed as above provided shall be deemed to have been given, served, made or delivered at the time that it was placed in the mail with sufficient postage attached.

22. **SIGNS AND BUILDING DIRECTORY:** No signs of any type shall be installed at or in any place on the building of which the Demised Premises are a part or on the exterior of the Demised Premises without prior written approval and consent of Landlord. Landlord may, at its option, install and maintain a building directory and reserves the right to limit the number of listings on such directory.

23. **RULES AND REGULATIONS:** Landlord may from time to time publicize such rules and regulations in writing which it may consider necessary and in the best interest of the building of which the Demised Premises are a part. Tenant agrees to abide by such rules and regulations so long as they do not unreasonably interfere with Tenant's use and occupancy of the Demised Premises.

24. **SURRENDER OF DEMISED PREMISES:** Tenant agrees to turn over all keys and to surrender the Demised Premises at the expiration or sooner termination of this Lease or any extensions thereof, broom-clean and in the same condition as when delivered to Tenant or as altered, pursuant to the provisions of this Lease, ordinary wear and tear and damage by the elements excepted, and Tenant shall remove all of its property. Tenant agrees to pay a reasonable cleaning charge should it be necessary for Landlord to restore or cause to be restored the Demised Premises to the same condition as when delivered to Tenant.

25. **RIGHTS OF SUCCESSORS AND ASSIGNS:** The covenants and agreements contained in the within lease shall apply to, inure to the benefit of, and be binding upon the parties hereto, their heirs, successors, distributees, executors, administrators, legal representatives, and assigns and upon their respective successors in interest, except as expressly otherwise hereinabove provided.

26. **COMMISSIONS:** Landlord acknowledges the services of Executive Management and Leasing, Inc. as real estate Broker in procurement of this Lease and all expansions, extensions and renewals, and in consideration thereof does hereby agree to pay said Broker a commission on the rentals of the Demised Premises in accordance with their separate agreement. Landlord acknowledges that this agreement shall be binding on his heirs, successors and assigns and will follow the land.

27. **SECURITY DEPOSIT:** N/A

28. **CONDITION OF THE DEMISED PREMISES:** Tenant has inspected and accepts the Demised Premises in the same condition they are in at the time of commencement of the term of this Lease.

29. **FAILURE TO PERFORM COVENANT:** Any failure on the part of either party to this Lease to perform any obligation hereunder, and any delay in doing any act required hereby shall be excused if such failure or delay is caused by any strike, lockout, governmental restriction or any other similar cause beyond the control of the party so failing to perform, to the extent and for the period that such continues, save and except that the provisions of this paragraph shall not excuse a non-payment of rent or other sums due hereunder on its due date.

30. **CONSTRUCTION OF LEASE:** The word "Landlord" as used herein shall refer to the individual, individuals, partnership or corporation called "Landlord" at the commencement of this Lease, and the word "Tenant" shall likewise refer to the individual, individuals, partnership, or corporation called "Tenant" at the commencement of this Lease. Words of any gender used in this Lease shall be held to include any other gender, and words in the singular number shall be held to include the plural when the sense requires.

31. **SUBMISSION OF DOCUMENT:** The submission of this document for examination does not constitute an option or offer to lease the Demised Premises. This document shall have no binding effect on the parties unless executed by the Landlord and the Tenant and a fully executed copy is delivered to the Tenant.

32. **ADDITIONAL PROVISIONS:** Insofar as the following provisions conflict with any other provision of this Lease, the following shall control:

1) BASE RENTALRATE		MONTHLY
8/01/20 thru 7/31/21	0	0
8/01/21 thru 7/31/22	\$18.54	\$10,119.75
8/01/22 thru 7/31/23	\$19.10	\$10,425.42
8/01/23 thru 7/31/24	\$19.67	\$10,736.54
8/01/24 thru 7/31/25	\$20.26	\$11,058.58
8/01/25 thru 7/31/26	\$20.87	\$11,391.54
8/01/26 thru 7/31/27	\$21.50	\$11,735.42
8/01/27 thru 7/31/28	\$22.15	\$12,090.21
8/01/28 thru 7/31/29	\$22.81	\$12,450.46
8/01/29 thru 7/31/30	\$23.49	\$12,821.63
8/01/30 thru 7/31/31	\$23.96	\$13,078.17

- 2) Tenant will handle its own parking requirement.
- 3) Tenant will pay all cost for modifications and renovations to 1st floor including but not limited to an additional entrance off of Main Street as tenant requires.
- 4) Landlord will provide building access cards to all City of Columbia employees on 1st floor as requested.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

WITNESS:

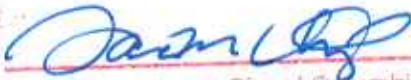
LANDLORD: MS JOINTVENTURE

By: _____
Its: _____
Date: _____

TENANT: CITY OF COLUMBIA

By: _____
Its: _____
Date: _____

APPROVED AS TO FORM



Legal Department City of Columbia, SC

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OFFICE LEASE AGREEMENT

BY AND BETWEEN

MS JOINT VENTURE

AND

CITY OF COLUMBIA

DATED

February 10, 2020

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OFFICE LEASE (GROSS LEASE)

THIS LEASE is made and entered into this 10th day of February, 2020 by and between MS Joint Venture, hereinafter called "Landlord", and City of Columbia, hereinafter called "Tenant" and shall be recorded in the Richland County, South Carolina Register of Deeds Office.

WITNESSETH:

In consideration of the covenants and agreements of the respective parties herein contained, the parties hereto, for themselves, their heirs, successors, distributees, administrators, legal representative and permitted assigns, do hereby agree as follows:

A. DEMISED PREMISES/PREMISES INFORMATION:

Landlord demises and leases to Tenant and Tenant agrees to lease from Landlord, for the term and upon the rental, covenants and agreements herein set forth those certain Demised Premises located in the State of South Carolina, County of Richland (Tax Map ID #09013-04-07), in or near the City of Columbia, having an address of 1401 Main Street, 5th floor, and more specifically described as follows:

Approximately 15,350 +/- Square feet located on the 5th floor and referred to hereinafter as "Demised Premises".

B. TERM AND DELIVERY OF DEMISED PREMISES:

TO HAVE TO HOLD said Demised Premises unto Tenant for a term of 11 years beginning on the 1st day of May 2020 and ending at midnight on the 30th day of April 2031.

It is further agreed and understood that if Landlord is unable to deliver possession of the Demised Premises to the Tenant at the commencement of the term of this Lease because of the retention of possession thereof by parties other than Landlord, or because Landlord is unable to get the Demised Premises ready for occupancy by Tenant, then Landlord shall not be liable to Tenant for damages and this Lease shall not terminate, provided however, that Tenant shall have no obligation to pay hereunder until possession of the Demised Premises is delivered to Tenant. Landlord shall use all reasonable diligence to deliver possession of the Demised Premises to Tenant at the commencement of the within term. * Tenant accepts space in "As is" condition.

It is anticipated that possession may be had on May 1st 2020 however, if for any reason Landlord fails to give possession of the Demised Premises on that date, then this Lease and payment of rent will commence as of the day possession is given with the further understanding that possession must be had July 31st 2020, or Tenant may terminate this Lease by written notice given prior to the Landlord's tendering possession of the Demised Premises to the Tenant. If the term of this Lease shall commence on a day other than the first day of a calendar month, rental shall be paid for the portion of the month in proportion to the monthly rental rate as herein provided and the Lease shall be extended so as to cause the expiration of the term to be on the last day of the last month of the term.

C. COVENANTS AND CONDITIONS OF LEASE:

This Lease is made on the following covenants and conditions which are expressly agreed to by Landlord and Tenant:

1. **RENT:** Tenant covenants and agrees to pay as rental to Landlord the annual sum of \$284,589.00, said sum to be in lawful money of the United States, payable in equal monthly installments of \$23,715.75 or as outlined in Paragraph 32 of this Lease agreement. Said rental shall be payable monthly in advance to the offices of EM & L, Agent for Landlord. Rent is due on the first day of each month and shall not be withheld for any reason whatsoever. Said rent shall be considered delinquent if not received by the 10th day of the month. In the event Tenant shall fail to pay each rental on the due date a late charge of one and one-half (1½%) percent of the monthly rental, compounded monthly with a minimum of Ten and no/100 (\$10.00) Dollars per month, shall be added to the rental and paid to Landlord for each such late payment, and the same shall be treated as additional rent.

2. **AUTHORIZED USE:** Tenant agrees not to abandon or vacate the Demised Premises, not to use them for other than normal office purposes and not to use or permit them to be used for any offensive, noisy or dangerous trade or business, or in violation of any act or omission which will increase the rate of insurance on the Demised Premises, and if such rate be increased, Tenant agrees to pay Landlord such increased cost of insurance. Tenant will not obstruct entries and passageways so as to interfere with the use thereof by other tenants.

3. **TENANT ALTERATIONS:** Except as otherwise provided herein, Tenant shall not make, or suffer to be made, any alterations of the Demised Premises, or any part thereof, without the prior written consent of the Landlord. Any such alterations or improvements, whether made with or without Landlord's permission, and including, but not limited to, permanent partitions, wall to wall carpeting, lighting, or attached shelving, shall, at the option of the Landlord, become the property of the Landlord (with no obligation of Landlord to pay for same) and may not be removed unless requested by the Landlord. Tenant may install at its expense and without Landlord's consent trade fixtures, movable office partitions, furniture and equipment and other personal property, and may remove same at any time provided that Tenant is not in default of this Lease and that any damage to the Demised Premises caused thereby shall be repaired by Tenant. Tenant shall not install or maintain any equipment, partitions, furniture, or apparatus, the weight or operation of which would tend to injure or be detrimental to the Demised Premises or unreasonably annoy or disturb other Tenants. Tenant shall at all times keep the Demised Premises free and clear of any lien or encumbrance of any kind created by Tenant's act under this paragraph or otherwise or by its omission.

4. **TENANT'S MAINTENANCE AND REPAIR OF DEMISED PREMISES:** Tenant agrees not to suffer or commit any waste and to keep and to do whatever is necessary to maintain the interior of its Demised Premises in good condition and repair, natural deterioration by ordinary use and reasonable wear, fire, the elements, and acts of God excepted. Tenant shall replace all broken glass in the Demised Premises except when such breakage may be covered by Landlord's normal fire and extended coverage insurance policy, and shall repair any damage, willful or otherwise, to the Demised Premises, caused by it, its agents, invitees or clients.

5. **LANDLORD'S MAINTENANCE AND REPAIR OF DEMISED PREMISES:** Landlord shall at its own expense keep and maintain in good repair and working order the heating and air conditioning equipment, plumbing, roof, foundation and exterior walls, electricity and fixtures, and parking lot. Landlord agrees to make all repairs that may become necessary by reason of fire, acts of war, insurrection or riot, earthquake, other elements including damage by termites, fungus growth or dry rot. Landlord shall be under no obligation to inspect the Demised Premises and Tenant shall be responsible for notifying Landlord in writing of any needed repairs after which Landlord shall have a reasonable time in which to make such repairs. Landlord shall not be held liable for any damage to Tenant for failure to make any such repairs unless due to Landlord's gross negligence.

6. **SERVICES AND UTILITIES FURNISHED BY LANDLORD:** Landlord shall, at its own expense, supply to Tenant in or upon the Demised Premises during the term of this Lease the following services and utilities only as specifically indicated:

- YES (a) electricity and heating and air conditioning during the hours of 8:00 a.m. to 6:00 p.m., Monday through Friday, and 8:00 a.m. to 1:00 p.m. on Saturdays and legal holidays. Electricity shall be furnished only for lighting and ordinary business appliances, such as typewriters, word processing equipment, copiers, fax machines and adding machines. *See paragraph 32
- YES (b) hot and cold running water in restrooms.
- YES (c) chilled drinking water within reasonable distance of the Demised Premises.
- YES (d) elevator service either attended or non-attended at Landlord's option.
- YES (e) janitorial and yard service in accordance with usual and customary schedule.
- YES (f) pest control, common area only.
- YES (g) replacement of light bulbs to Landlord's lighting fixtures (fluorescent or building standard only).
- YES (h) building management by Executive Management and Leasing, Phone # (803) 771-9884.
- YES (i) parking - see paragraph #10.
- _____ (j) other: _____

Landlord shall not be liable for failure to furnish any of the foregoing when such failure is caused by accidents or conditions beyond the control of Landlord, or by repairs, labor disturbances or disputes of any character whether resulting from or caused by Landlord or otherwise; nor shall Landlord be liable under any circumstances for loss of or injury to property, however occurring, through or in connection with or incidental to the furnishing of any of the foregoing, nor shall any such failure relieve Tenant from duty to pay the full amount of rent herein reserved, or constitute or be construed as a constructive or other eviction of Tenant.

7. **INCREASE IN COST OF SERVICES AND REPAIRS:** The Tenant covenants to pay the Landlord, as additional rent hereunder, upon notice and demand, the proportionate part of any increase in the annual cost of operating and maintaining the building of which the Demised Premises are a part over the cost for the calendar year 2020 (hereafter called "base year") as is represented by the proportion between the Demised Premises and the total rentable area of said building.

For the purpose of this and other covenants requiring similar proportion, it is agreed the Demised Premises hereunder contains approximately 15,350 square feet and the total rentable area of the building is 199,846 square feet. For purpose of calculation, Tenant's pro rata share for purposes of calculation shall be 7.7%.

After each December 31, subsequent to the base year, cost statements for the year will be prepared and compared to the base year cost. Should there be any change in the cost of service, Tenant shall pay or receive credit for his proportionate by lump sum settlement.

In addition, the monthly rent beginning the first day of January will be adjusted if required by one twelfth (1/12) of the sum of the previous year's cost change over the base year. In no event will the rent be less than that which was paid in the base year or at the beginning of the Lease.

The cost of operating and maintaining the said building shall include water and sewer rents, the cost of heating, electricity, power, fuel, labor, supplies, janitorial service, security service, management and insurance, and all other items properly constituting direct operating costs according to standard accounting practices as determined by Landlord, managing agent, or accountant. Tenant, or its representative, shall have the right to examine Landlord's books and records with respect to items in the foregoing statement during normal business hours at any time within thirty (30) days following delivery by Landlord to Tenant of such statement. Unless Tenant shall take written exception to any items of such expenses within thirty (30) days after delivery of the foregoing statement, such statement shall be considered as final and accepted by Tenant. If this Lease terminates other than at the end of the calendar year, the additional rent, if any, under this provision for the partial year of occupancy shall be due and payable by Tenant for the period of his occupancy even though he has vacated. If the vacated Tenant has a credit due, a check will be issued forty-five (45) days after such original statement is sent. If Tenant is deficient, he shall forward payment to Landlord within thirty (30) days unless he takes written exception to such increase and in such case must notify Landlord of such exception within thirty (30) days.

8. **PAYMENT OF TAXES AND OTHER ASSESSMENTS:** Landlord shall pay annually all real estate taxes on the Demised Premises existing at the commencement of this Lease. However, Tenant shall pay its pro rata share of 7.7% as enumerated in Paragraph 7, of any and all increases in the taxes and other assessments assessed or levied against the Demised Premises over and above amounts assessed for the year 2020 (to be known as "base year"), as well as any special assessment imposed upon the Demised Premises for any purpose whatsoever during the term, whether the increase in taxation results from a higher tax rate or an increase in the assessed valuation of the Demised Premises or of both. However, if the improvements upon the Demised Premises are not fully assessed by the local assessor's office during the agreed upon base year, the base year will be amended in the following manner: the millage rate established in the base year shall be applied to the fully assessed value when fully assessed by the Tax Assessor's office. Should the full assessment not be completed until after this Lease expires or is terminated, this increase will be due and payable upon demand. Such payment shall be made by Tenant to Landlord not later than thirty (30) days following the date on which Landlord provides Tenant with written evidence of such increase. In the event the Demised Premises are less than the entire property assessed for such taxes for any such tax year, then the tax for any such year applicable to the Demised Premises shall be determined by proration as herein above defined. If the final year of the lease term fails to coincide with the tax year, then any excess for the tax year during which the term ends shall be reduced by the pro rata part of such tax beyond the lease term.

In the event that any documentary stamp tax, or tax levied on the rental, leasing or letting of the Demised Premises, whether local, state, or federal, is required to be paid due to execution hereof, the cost thereof shall be borne by the Tenant.

Tenant at all times shall be responsible for and shall pay, before delinquency, all municipal, county, state or federal taxes assessed against any leasehold interest or any fixtures, equipment, stock-in-trade, or other personal property of any kind, installed or used in or on the Demised Premises.

Should any governmental taxing authority acting under any present or future law, ordinance, or regulation, levy, assess, or impose a tax, excise and/or assessment (other than an income or franchise tax) upon or against the rentals payable by Tenant to Landlord, either by way of substitution or in addition to any existing tax on land or buildings or otherwise, Tenant shall be responsible for and shall pay such tax, excise and/or assessment, or shall reimburse the Landlord for the amount thereof, as the case may be.

9. **SUBORDINATION OF LEASE:** It is agreed that the rights of the Tenant hereunder shall be and shall remain subordinate to the right and lien of any bona fide mortgage placed upon said Demised Premises by Landlord during or before the term of this Lease, and if requested by mortgagee, Tenant will execute a subordination agreement.

10. **PARKING:** See Paragraph 32 (Additional Provisions).

11. **ENTRY BY LANDLORD:** Landlord shall have the right to enter the Demised Premises at reasonable times for the purpose of inspection, posting notices or supervising any necessary repairs and maintenance required herein to be performed by Landlord. Sixty (60) days prior to the expiration of this Lease, Landlord may post suitable notice on the Demised Premises that same are for rent and may show same to prospective tenants at reasonable times.

12. **ASSIGNMENT AND SUBLETTING:** Neither this Lease nor any interest herein may be assigned by Tenant voluntarily or involuntarily, by operation of law, and neither all nor any part of the Demised Premises shall be sublet by Tenant without the written consent of Landlord first had and obtained; however, Landlord agrees not to withhold unreasonably its consent for Tenant to sublet the Demised Premises. Landlord may withhold consent to sublease should the sublease rental be greater than contract rent. If Landlord withholds such consent because of this condition, Landlord must cancel this Lease. In the event this Lease or any interest herein is assigned or the Demised Premises or any part thereof is sublet, whether with or without Landlord's consent, Tenant shall remain fully liable under all terms, covenants, and conditions of this Lease. In no event will any provision herein stated to renew, extend or purchase be available to any assignee or subtenant.

Tenant hereby agrees to employ EM&L, Inc. to perform any and all subletting of the Demised Premises and will pay EM&L Inc. a commission based on their then published commission schedule.

13. **WAIVER OF COVENANTS:** No forbearance by either party to seek a remedy for any breach of this Lease shall be deemed a waiver by such party of its rights or remedies with respect to such breach. It is agreed that the waiving of any of the covenants of this Lease by either party shall be limited to the particular instance and shall not be deemed to waive any other breaches of such covenant or any provision herein contained.

14. **DEFAULT BY TENANT:** This Lease is made upon the condition that the Tenant shall punctually and faithfully perform all of the covenants and agreements by it to be performed as herein set forth, and if any of the following events of default shall occur, to-wit: (a) any installment of rent, additional rent, taxes, or any other sums required to be paid by Tenant hereunder, or any part thereof, shall at any time be in arrears and unpaid for fifteen (15) days after written demand therefor, or (b) there be any default on the part of Tenant in the observance or performance of any of the other covenants or agreements, or conditions of this Lease on the part of Tenant to be kept and performed, and said default shall continue for a period of fifteen (15) days after written notice thereof from Landlord to Tenant (unless such default cannot reasonably be cured within fifteen (15) days and Tenant shall have commenced to cure said default within said fifteen (15) days and continues diligently to pursue the curing of the same), or (c) Tenant shall file a petition in bankruptcy or be adjudicated a bankrupt, or file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation, or make an assignment for the benefit of creditors, or (d) any trustee, receiver or liquidator of Tenant or of all or any substantial part of its properties or of the Demised Premises shall be appointed in any action, suit or proceeding by or against Tenant and such proceeding or action shall not have been dismissed within thirty (30) days after such appointment, or (e) the leasehold estate hereby created shall be taken on execution or by other process of law, or (f) Tenant shall admit in writing its inability to pay its obligations generally as they become due, or (g) Tenant shall vacate or abandon the Demised Premises, then and in any of said cases, Landlord at its option may terminate this Lease and re-enter upon the Demised Premises and take possession thereof with full right to sue for and collect all sums or amounts with respect to which Tenant may then be in default and accrued up to the time of such entry, including damages to Landlord by reason of any breach or default on the part of Tenant, or Landlord may, if it elects to do so, bring suit for the collection of such rents and damages without entering into possession of the Demised Premises or voiding this Lease.

In addition to, but not in limitation of, any of the remedies set forth in this Lease or given to Landlord by law or in equity, Landlord shall also have the right and option, in the event of any default by Tenant under this Lease and the continuance of such default after the period of notice above provided, to retake possession of the Demised Premises from Tenant without process of law, by summary proceedings or otherwise, and it is agreed that the commencement and prosecution of any action by Landlord in forcible entry and detainer, ejectment or otherwise, or any execution of any judgment or decree obtained in any action to recover possession of the Demised Premises, shall not be construed as an election to terminate this Lease unless Landlord expressly exercises its option hereinabove provided to declare the term hereof ended, whether or not such entry or re-entry be had or taken under summary proceedings or otherwise, and shall not be deemed to have absolved or discharged Tenant from any of its obligations and liabilities for the remainder of the term of this Lease, and Tenant shall, notwithstanding such entry or re-entry, continue to be liable for the payment of the rents and the performance of the other covenants and conditions hereof and shall pay to Landlord all monthly deficits after any such re-entry in monthly installments as the amounts of such deficits from time to time are ascertained and, in the event of any such ouster, Landlord rents or leases the Demised Premises to some other person, firm or corporation (whether for a term greater, less than or equal to the unexpired portion of the term created hereunder) for an aggregate rent during the portion of such new lease co-extensive with the term created hereunder which is less than the rent and other charges which Tenant would pay hereunder for such period, Landlord may immediately upon the making of such new lease or the creation of such new tenancy sue for and recover the differences between the aggregate rental provided for in said new lease for the portion of the term co-extensive with the term created hereunder and rent which Tenant would pay hereunder for such period, together with any expense to which Landlord may be put for brokerage commission, placing the Demised Premises in tenantable condition or otherwise. If such new lease or tenancy is made for a shorter term than the balance of the term of this Lease, any such action brought by Landlord to collect the deficit for that period shall not bar Landlord from thereafter suing for any loss accruing during the balance of the unexpired term of this Lease.

If Tenant at any time shall fail to pay any taxes, assessments, or liens, or to make any payment or perform any act required by this Lease to be made or performed by it, Landlord, without waiving or releasing Tenant from any obligation or default under this Lease, may (but shall be under no obligation to) at any time thereafter make such payment or perform such act for the account at the expense of Tenant. All sums so paid by Landlord and all costs and expenses so incurred shall accrue interest at a rate of eighteen percent (18%) from the date of payment or incurring thereof by Landlord and shall constitute additional rent payable by Tenant under this Lease and shall be paid by Tenant to Landlord upon demand. All other sums payable by Tenant to Landlord under this Lease, if not paid when due, shall accrue interest at a rate of eighteen percent (18%) from their due date until paid, said interest to be so much additional rent under this Lease and shall be paid to Landlord by Tenant upon demand.

All rights and remedies of Landlord herein enumerated shall be cumulative, and none shall exclude any other remedies allowed at law or in equity.

Tenant agrees to pay a reasonable attorney's fee and all costs if Landlord, in its sole discretion, employs an attorney to collect any rent, additional rent, or any other sums payable under this Lease or to enforce any covenants, agreements, or conditions on the part of the Tenant to be kept and performed; and Tenant expressly waives all exemptions secured to the Tenant under the laws of the State of South Carolina or of any other State of the United States as against the collection of any debt herein or hereby incurred or secured. For the purpose of any suit brought by Landlord or based on this Lease, this Lease shall be construed to be a divisible contract to the end that successive actions may be maintained as successive periodic sums shall mature under this Lease, and it is further agreed that failure to include in any suit any sum or sums then matured shall not be a bar to the maintenance of any suit or action for the recovering of said sum or sums so omitted.

15. INSURANCE /INDEMNITY:

A. "Bodily Injuries and Property Damage": Tenant shall at all times during the term hereof keep in effect in responsible companies liability insurance in the names of and for the benefit of Tenant and Landlord with minimum limits as follows:

Bodily Injury and Property Damages..... \$ 1,000,000.00 per occurrence
\$ 2,000,000.00 aggregate

Such insurance may, at Tenant's election, be carried under any general blanket coverage of Tenant. A renewal policy shall be procured not less than ten (10) days prior to the expiration of any policy. Each original policy or a certified copy thereof, or a satisfactory certificate of the insurer evidencing insurance carried with proof of payment of the premium shall be deposited with Landlord. The limits of said insurance shall not, however, limit the liability of Tenant hereunder. In the event that the Demised Premises constitute a part of a larger property said insurance shall have a Landlord's Protective Liability endorsement attached thereto. If Tenant shall fail to procure and maintain said insurance Landlord may, but shall not be required to, procure and maintain the same, but at the expense of Tenant. Tenant shall have the right to settle and adjust all liability claims against the insuring companies, but without subjecting Landlord to any liability or obligation.

B. "Property Insurance": Landlord shall obtain and keep in force during the term of this Lease a policy or policies of insurance covering loss or damage to the Demised Premises, in the amount of the full replacement value thereof, providing against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, special extended perils (Special Cause of Loss Form) and loss of rents. Tenant shall pay during the term hereof, in addition to rent, the amount of any increase in premiums for the insurance required under this Paragraph 15(b) over and above such premiums paid by Landlord during the first full year of the term of this Lease in which Landlord shall have maintained the insurance required under this Paragraph 15(b), whether such premium increase shall be the result of the nature of Tenant's occupancy, any act or omission of Tenant, requirements of the holder of a mortgage or deed of trust covering the Demised Premises, or increased valuation of the Demised Premises. Tenant shall pay any such premium increases to Landlord within thirty (30) days after receipt by Tenant of a copy of the premium statement or other satisfactory evidence of the amount due. If the insurance policies maintained hereunder cover other improvements in addition to the Demised Premises, Landlord shall also deliver to Tenant a statement of the amount of such increase attributable to the Demised Premises and showing in reasonable detail the manner in which such amount was computed. If the term of this Lease shall not expire concurrently with the expiration of the period covered by such insurance, Tenant's liability for premium increases shall be prorated on an annual basis. If the Demised Premises are less than the total property the base pro rata share shall be the same as in Section 8 (Taxes).

C. "Insurance Policies": Insurance required hereunder shall be in companies rated A or better in "Best's Insurance Guide." Tenant shall deliver to Landlord copies of policies of liability insurance required under Paragraph 15(a) or certificates evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to Landlord. No such policy shall be cancelable or subject to reduction of coverage or other modification except after ten (10) days' prior written notice to Landlord. Tenant shall, within ten (10) days prior to the expiration of such policies, furnish Landlord with renewals or "binders" thereof, or Landlord may order such insurance and charge the cost thereof to Tenant, which amount shall be payable by Tenant upon demand. Tenant shall not do or permit to be done anything which will invalidate the insurance policies referred to in Paragraphs 15(a) and (b).

D. "Waiver of Subrogation": Tenant and Landlord each hereby waives any and all rights of recovery against the other, or against the officers, employees, agents and representatives of the other, for loss of or damage to such waiving party or its property or the property of others under its control, where such loss or damage is insured against under any insurance policy in force at the time of such loss or damage. Tenant and Landlord shall, upon obtaining the policies of insurance required hereunder, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

Liability
E. "Indemnity": Tenant shall indemnify and hold harmless Landlord from and against any and all ~~claims arising from Tenant's use of the Demised Premises, or from any activity, work or things done, permitted or suffered by Tenant in or about the Demised Premises or elsewhere and shall further indemnify and hold harmless Landlord from and against any and all claims arising from any breach or default in the performance of any obligation of Tenant's part to be performed under the terms of this Lease, or arising from any negligence of the Tenant, or any of Tenant's agents, contractors, or employees, and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against Landlord by reason of any such claim, Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel satisfactory to Landlord.~~ Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons, in, upon or about the Demised Premises arising from any cause and Tenant hereby waives all claims in respect thereof against Landlord.

G. "Exemption of Landlord from Liability": Tenant hereby agrees that Landlord shall not be liable for injury to Tenant's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of Tenant, Tenant's employees, invitees, customers, or any other person in or about the Demised Premises, nor shall Landlord be liable for injury to the person of Tenant, Tenant's employees, agents or contractors, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether the said damage or injury results from conditions arising upon the Demised Premises or upon other portions of the building of which the Demised Premises are a part, or from other sources or places, and

regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Tenant. Landlord shall not be liable for any damages arising from any act or neglect of any other tenant, if any, of the building in which the Demised Premises are located.

16. **DAMAGE OR DESTRUCTION BY FIRE OR OTHER CASUALTY:** If the Demised Premises or any part thereof shall be substantially damaged or destroyed by fire or other casualty, Landlord shall promptly repair all such damage and restore the Demised Premises without expense to Tenant, subject to delays due to adjustment of insurance claims, strikes and other causes beyond Landlord's control. If such damage or destruction shall render the Demised Premises untenantable in whole or in part, the rent shall be abated wholly or proportionally as the case may be until the damage shall be repaired and the Demised Premises restored. If the damage or destruction shall be so extensive as to require the substantial rebuilding (i.e., expenditure of fifty (50%) percent or more of replacement cost) of the building or buildings of which the Demised Premises are part, Landlord or Tenant may elect to terminate this Lease by written notice to the other given within thirty (30) days after the occurrence of such damage or destruction, unless the Landlord has contracted for or begun reconstruction. If it is anticipated that said rebuilding will take in excess of ninety (90) days, Landlord shall notify Tenant and Tenant shall be given the option of canceling said Lease within five (5) working days of said notification or Landlord may rebuild or contract for said rebuilding of which the Demised Premises are a part.

Landlord and Tenant hereby release each other from liability for loss or damage occurring on or to the Demised Premises or the premises of which they are a part or to the contents of either thereof, caused by fire or other hazards ordinarily covered by fire and extended coverage insurance policies and each waives all rights of recovery against the other for such loss or damage. Willful misconduct lawfully attributable to either party, whether in whole or in part a contributing cause of the casualty giving rise to the loss or damage, shall not be excused under the foregoing release and waiver. Landlord hereby agrees to keep the building insured against fire and other perils normally covered by fire and extended coverage.

17. **HOLDOVER:** Should Tenant remain in possession of the Demised Premises or any part thereof after the expiration of the term of this Lease, such holding over shall, unless otherwise agreed in writing, constitute a month to month tenancy only, and Tenant shall pay as monthly rental one and one half (1 1/2) times the monthly rental assessed during the last month of the term of this Agreement. Tenant agrees to give Landlord thirty (30) days prior written notice of Tenant's intent to vacate the Demised Premises. Landlord may terminate the month to month tenancy by providing Tenant thirty (30) days prior written notice.

18. **DEFAULT OF LANDLORD:** If at any time during the term hereof Landlord shall default in any of its obligations under this Lease, Tenant may give the written notice to Landlord of its intention to terminate the lease, together with a statement of the nature of such default, and such termination shall become effective on the thirtieth (30th) day after the date of such notice unless (a) such default shall be cured within thirty (30) days after such a notice or (b) if the default is of such nature that it cannot be cured within such period, the necessary steps to cure such default are duly taken within such period and are thereafter diligently pursued.

19. **CONDEMNATION:** In the event any part of the Demised Premises shall be taken or condemned at any time during the term hereof through the exercise of power of eminent domain, with or without litigation, and Tenant shall determine that the remaining portion of the Demised Premises are not reasonably suitable for its use and occupation, Tenant may, by giving notice to Landlord within sixty (60) days after the date of such taking or condemnation, terminate this Lease as of a date (to be set forth in said notice) not earlier than thirty (30) days after the date of the notice, and Landlord shall refund any unearned rent paid in advance by Tenant. If Tenant does not terminate this Lease as provided above, this Lease shall continue in force as to the remaining portion of the Demised Premises and in such event the monthly rental thereafter payable by Tenant hereunder shall be adjusted and prorated in the exact ratio which the value of the Demised Premises after such taking or condemnation bears to the value of the Demised Premises immediately preceding the condemnation, and Landlord shall, at its own expense, make any repairs or alterations to said Demised Premises which may be necessary to restore the Demised Premises, in so far as possible, to their condition prior to the taking or condemnation.

In the event of the taking or condemnation of all or any portion of the Demised Premises if the Landlord and/or Tenant terminates the lease as provided above, Landlord and Tenant shall together pursue the claim against the condemning or taking authority for the value of the property taken or condemned and Tenant shall receive from the condemnation award the value of its improvements, if any, so taken; Tenant shall receive no other part of the condemnation award. If the lease is not terminated, Landlord shall receive the entire award in the condemnation proceeding.

In the event any part of the Demised Premises shall be taken or condemned at any time during the term hereof through the exercise of such power of eminent domain, with or without litigation, and the remainder of the Demised Premises shall not, in the opinion of the Landlord, constitute an economically feasible operating unit, Landlord may, by giving written notice to the Tenant within sixty (60) days after the date of such taking or condemnation, terminate this Lease as of a date (to be set forth in said notice) not earlier than thirty (30) days after the date of the notice. Rent shall be apportioned as of the termination date.

20. **QUIET ENJOYMENT:** If and so long as Tenant pays the rents reserved by this Lease and performs and observes all the covenants and provisions hereof, Tenant shall quietly enjoy the Demised Premises, subject, however, to the terms of this Lease, and Landlord will warrant and defend Tenant in the enjoyment and peaceful possession of the Demised Premises throughout the term of this Lease.

21. **NOTICES:** Any notice, demand or other instrument or written communication required or permitted to be given, served, made or delivered hereunder may be given, served, made or delivered by mailing the same by certified mail in a sealed envelope postage prepaid, and addressed as follows:

To the Landlord at the following address:
MS Joint Venture
% EM&L, Inc.
P.O. Box 1239
Columbia, S.C. 29202

To the Tenant at the following address:
Attention: City Manager
City of Columbia
P.O. Box 147
Columbia, SC 29217

Any such notice, demand or other instrument or written communication mailed as above provided shall be deemed to have been given, served, made or delivered at the time that it was placed in the mail with sufficient postage attached.

22. **SIGNS AND BUILDING DIRECTORY:** No signs of any type shall be installed at or in any place on the building of which the Demised Premises are a part or on the exterior of the Demised Premises without prior written approval and consent of Landlord. Landlord may, at its option, install and maintain a building directory and reserves the right to limit the number of listings on such directory.

23. **RULES AND REGULATIONS:** Landlord may from time to time publicize such rules and regulations in writing which it may consider necessary and in the best interest of the building of which the Demised Premises are a part. Tenant agrees to abide by such rules and regulations so long as they do not unreasonably interfere with Tenant's use and occupancy of the Demised Premises.

24. **SURRENDER OF DEMISED PREMISES:** Tenant agrees to turn over all keys and to surrender the Demised Premises at the expiration or sooner termination of this Lease or any extensions thereof, broom-clean and in the same condition as when delivered to Tenant or as altered, pursuant to the provisions of this Lease, ordinary wear and tear and damage by the elements excepted, and Tenant shall remove all of its property. Tenant agrees to pay a reasonable cleaning charge should it be necessary for Landlord to restore or cause to be restored the Demised Premises to the same condition as when delivered to Tenant.

25. **RIGHTS OF SUCCESSORS AND ASSIGNS:** The covenants and agreements contained in the within lease shall apply to, inure to the benefit of, and be binding upon the parties hereto, their heirs, successors, distributees, executors, administrators, legal representatives, and assigns and upon their respective successors in interest, except as expressly otherwise hereinabove provided.

26. **COMMISSIONS:** Landlord acknowledges the services of Executive Management and Leasing, Inc. as real estate Broker in procurement of this Lease and all expansions, extensions and renewals, and in consideration thereof does hereby agree to pay said Broker a commission on the rentals of the Demised Premises in accordance with their separate agreement. Landlord acknowledges that this agreement shall be binding on his heirs, successors and assigns and will follow the land.

27. **SECURITY DEPOSIT:** N/A

28. **CONDITION OF THE DEMISED PREMISES:** Tenant has inspected and accepts the Demised Premises in the same condition they are in at the time of commencement of the term of this Lease.

29. **FAILURE TO PERFORM COVENANT:** Any failure on the part of either party to this Lease to perform any obligation hereunder, and any delay in doing any act required hereby shall be excused if such failure or delay is caused by any strike, lockout, governmental restriction or any other similar cause beyond the control of the party so failing to perform, to the extent and for the period that such continues, save and except that the provisions of this paragraph shall not excuse a non-payment of rent or other sums due hereunder on its due date.

30. **CONSTRUCTION OF LEASE:** The word "Landlord" as used herein shall refer to the individual, individuals, partnership or corporation called "Landlord" at the commencement of this Lease, and the word "Tenant" shall likewise refer to the individual, individuals, partnership, or corporation called "Tenant" at the commencement of this Lease. Words of any gender used in this Lease shall be held to include any other gender, and words in the singular number shall be held to include the plural when the sense requires.

31. **SUBMISSION OF DOCUMENT:** The submission of this document for examination does not constitute an option or offer to lease the Demised Premises. This document shall have no binding effect on the parties unless executed by the Landlord and the Tenant and a fully executed copy is delivered to the Tenant.

32. **ADDITIONAL PROVISIONS:** Insofar as the following provisions conflict with any other provision of this Lease, the following shall control:

1) BASE RENTALRATE		MONTHLY
5/01/20 thru 4/30/21	0	0
5/01/21 thru 4/30/22	\$18.54	\$23,715.75
5/01/22 thru 4/30/23	\$19.10	\$24,432.08
5/01/23 thru 4/30/24	\$19.67	\$25,161.20
5/01/24 thru 4/30/25	\$20.26	\$25,915.92
5/01/25 thru 4/30/26	\$20.87	\$26,696.21
5/01/26 thru 4/30/27	\$21.50	\$27,502.08
5/01/27 thru 4/30/28	\$22.15	\$28,333.54
5/01/28 thru 4/30/29	\$22.81	\$29,177.80
5/01/29 thru 4/30/30	\$23.49	\$30,047.63
5/01/30 thru 4/30/31	\$23.96	\$30,648.83

- 2) Tenant will handle its own parking requirement.
- 3) Tenant will pay all cost for modifications to 5th floor as tenant requires.
- 4) Landlord will provide building access cards to all City of Columbia employees on 5th floor as requested.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

WITNESS:

LANDLORD: MS JOINTVENTURE

By: _____

Its: _____

Date: _____

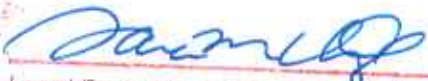
TENANT: CITY OF COLUMBIA

TENANT: CITY OF COLUMBIA

By: _____

Its: _____

Date: _____

APPROVED AS TO FORM

Legal Department City of Columbia, SC

OFFICE LEASE AGREEMENT

BY AND BETWEEN

MS JOINT VENTURE

AND

CITY OF COLUMBIA

DATED

February 10, 2020

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OFFICE LEASE (GROSS LEASE)

THIS LEASE is made and entered into this 10th day of February, 2020, by and between MS Joint Venture, hereinafter called "Landlord", and City of Columbia, hereinafter called "Tenant" and shall be recorded in the Richland County, South Carolina Register of Deeds Office.

WITNESSETH:

In consideration of the covenants and agreements of the respective parties herein contained, the parties hereto, for themselves, their heirs, successors, distributees, administrators, legal representative and permitted assigns, do hereby agree as follows:

A. DEMISED PREMISES/PREMISES INFORMATION:

Landlord demises and leases to Tenant and Tenant agrees to lease from Landlord, for the term and upon the rental, covenants and agreements herein set forth those certain Demised Premises located in the State of South Carolina, County of Richland (Tax Map ID #09013-04-07), in or near the City of Columbia, having an address of 1401 Main Street, 7th floor, and more specifically described as follows:

Approximately 15,350 +/- Square feet located on the 7th floor and referred to hereinafter as "Demised Premises".

B. TERM AND DELIVERY OF DEMISED PREMISES:

TO HAVE TO HOLD said Demised Premises unto Tenant for a term of 11 years beginning on the 1st day of March 2020 and ending at midnight on the 29th day of February 2031.

It is further agreed and understood that if Landlord is unable to deliver possession of the Demised Premises to the Tenant at the commencement of the term of this Lease because of the retention of possession thereof by parties other than Landlord, or because Landlord is unable to get the Demised Premises ready for occupancy by Tenant, then Landlord shall not be liable to Tenant for damages and this Lease shall not terminate, provided however, that Tenant shall have no obligation to pay hereunder until possession of the Demised Premises is delivered to Tenant. Landlord shall use all reasonable diligence to deliver possession of the Demised Premises to Tenant at the commencement of the within term. * Tenant accepts space in "As is" condition.

It is anticipated that possession may be had on March 1st, 2020 however, if for any reason Landlord fails to give possession of the Demised Premises on that date, then this Lease and payment of rent will commence as of the day possession is given with the further understanding that possession must be had July 31st, 2020, or Tenant may terminate this Lease by written notice given prior to the Landlord's tendering possession of the Demised Premises to the Tenant. If the term of this Lease shall commence on a day other than the first day of a calendar month, rental shall be paid for the portion of the month in proportion to the monthly rental rate as herein provided and the Lease shall be extended so as to cause the expiration of the term to be on the last day of the last month of the term.

C. COVENANTS AND CONDITIONS OF LEASE:

This Lease is made on the following covenants and conditions which are expressly agreed to by Landlord and Tenant:

1. **RENT:** Tenant covenants and agrees to pay as rental to Landlord the annual sum of \$284,589.00, said sum to be in lawful money of the United States, payable in equal monthly installments of \$23,715.75 or as outlined in Paragraph 32 of this Lease agreement. Said rental shall be payable monthly in advance to the offices of EM & L, Agent for Landlord. Rent is due on the first day of each month and shall not be withheld for any reason whatsoever. Said rent shall be considered delinquent if not received by the 10th day of the month. In the event Tenant shall fail to pay each rental on the due date a late charge of one and one-half (1½%) percent of the monthly rental, compounded monthly with a minimum of Ten and no/100 (\$10.00) Dollars per month, shall be added to the rental and paid to Landlord for each such late payment, and the same shall be treated as additional rent.

2. **AUTHORIZED USE:** Tenant agrees not to abandon or vacate the Demised Premises, not to use them for other than normal office purposes and not to use or permit them to be used for any offensive, noisy or dangerous trade or business, or in violation of any act or omission which will increase the rate of insurance on the Demised Premises, and if such rate be increased, Tenant agrees to pay Landlord such increased cost of insurance. Tenant will not obstruct entries and passageways so as to interfere with the use thereof by other tenants.

3. **TENANT ALTERATIONS:** Except as otherwise provided herein, Tenant shall not make, or suffer to be made, any alterations of the Demised Premises, or any part thereof, without the prior written consent of the Landlord. Any such alterations or improvements, whether made with or without Landlord's permission, and including, but not limited to, permanent partitions, wall to wall carpeting, lighting, or attached shelving, shall, at the option of the Landlord, become the property of the Landlord (with no obligation of Landlord to pay for same) and may not be removed unless requested by the Landlord. Tenant may install at its expense and without Landlord's consent trade fixtures, movable office partitions, furniture and equipment and other personal property, and may remove same at any time provided that Tenant is not in default of this Lease and that any damage to the Demised Premises caused thereby shall be repaired by Tenant. Tenant shall not install or maintain any equipment, partitions, furniture, or apparatus, the weight or operation of which would tend to injure or be detrimental to the Demised Premises or unreasonably annoy or disturb other Tenants. Tenant shall at all times keep the Demised Premises free and clear of any lien or encumbrance of any kind created by Tenant's act under this paragraph or otherwise or by its omission.

4. **TENANT'S MAINTENANCE AND REPAIR OF DEMISED PREMISES:** Tenant agrees not to suffer or commit any waste and to keep and to do whatever is necessary to maintain the interior of its Demised Premises in good condition and repair, natural deterioration by ordinary use and reasonable wear, fire, the elements, and acts of God excepted. Tenant shall replace all broken glass in the Demised Premises except when such breakage may be covered by Landlord's normal fire and extended coverage insurance policy, and shall repair any damage, willful or otherwise, to the Demised Premises, caused by it, its agents, invitees or clients.

5. **LANDLORD'S MAINTENANCE AND REPAIR OF DEMISED PREMISES:** Landlord shall at its own expense keep and maintain in good repair and working order the heating and air conditioning equipment, plumbing, roof, foundation and exterior walls, electricity and fixtures, and parking lot. Landlord agrees to make all repairs that may become necessary by reason of fire, acts of war, insurrection or riot, earthquake, other elements including damage by termites, fungus growth or dry rot. Landlord shall be under no obligation to inspect the Demised Premises and Tenant shall be responsible for notifying Landlord in writing of any needed repairs after which Landlord shall have a reasonable time in which to make such repairs. Landlord shall not be held liable for any damage to Tenant for failure to make any such repairs unless due to Landlord's gross negligence.

6. **SERVICES AND UTILITIES FURNISHED BY LANDLORD:** Landlord shall, at its own expense, supply to Tenant in or upon the Demised Premises during the term of this Lease the following services and utilities only as specifically indicated:

- YES (a) electricity and heating and air conditioning during the hours of 8:00 a.m. to 6:00 p.m., Monday through Friday, and 8:00 a.m. to 1:00 p.m. on Saturdays and legal holidays. Electricity shall be furnished only for lighting and ordinary business appliances, such as typewriters, word processing equipment, copiers, fax machines and adding machines. *See paragraph 32
- YES (b) hot and cold running water in restrooms.
- YES (c) chilled drinking water within reasonable distance of the Demised Premises.
- YES (d) elevator service either attended or non-attended at Landlord's option.
- YES (e) janitorial and yard service in accordance with usual and customary schedule.
- YES (f) pest control, common area only.
- YES (g) replacement of light bulbs to Landlord's lighting fixtures (fluorescent or building standard only).
- YES (h) building management by Executive Management and Leasing, Phone # (803) 771-9884.
- YES (i) parking - see paragraph #10.
- (j) other: _____

Landlord shall not be liable for failure to furnish any of the foregoing when such failure is caused by accidents or conditions beyond the control of Landlord, or by repairs, labor disturbances or disputes of any character whether resulting from or caused by Landlord or otherwise; nor shall Landlord be liable under any circumstances for loss of or injury to property, however occurring, through or in connection with or incidental to the furnishing of any of the foregoing, nor shall any such failure relieve Tenant from duty to pay the full amount of rent herein reserved, or constitute or be construed as a constructive or other eviction of Tenant.

7. **INCREASE IN COST OF SERVICES AND REPAIRS:** The Tenant covenants to pay the Landlord, as additional rent hereunder, upon notice and demand, the proportionate part of any increase in the annual cost of operating and maintaining the building of which the Demised Premises are a part over the cost for the calendar year 2020 (hereafter called "base year") as is represented by the proportion between the Demised Premises and the total rentable area of said building.

For the purpose of this and other covenants requiring similar proportion, it is agreed the Demised Premises hereunder contains approximately 15,350 square feet and the total rentable area of the building is 199,846 square feet. For purpose of calculation, Tenant's pro rata share for purposes of calculation shall be 7.7%.

After each December 31, subsequent to the base year, cost statements for the year will be prepared and compared to the base year cost. Should there be any change in the cost of service, Tenant shall pay or receive credit for his proportionate by lump sum settlement.

In addition, the monthly rent beginning the first day of January will be adjusted if required by one twelfth (1/12) of the sum of the previous year's cost change over the base year. In no event will the rent be less than that which was paid in the base year or at the beginning of the Lease.

The cost of operating and maintaining the said building shall include water and sewer rents, the cost of heating, electricity, power, fuel, labor, supplies, janitorial service, security service, management and insurance, and all other items properly constituting direct operating costs according to standard accounting practices as determined by Landlord, managing agent, or accountant. Tenant, or its representative, shall have the right to examine Landlord's books and records with respect to items in the foregoing statement during normal business hours at any time within thirty (30) days following delivery by Landlord to Tenant of such statement. Unless Tenant shall take written exception to any items of such expenses within thirty (30) days after delivery of the foregoing statement, such statement shall be considered as final and accepted by Tenant. If this Lease terminates other than at the end of the calendar year, the additional rent, if any, under this provision for the partial year of occupancy shall be due and payable by Tenant for the period of his occupancy even though he has vacated. If the vacated Tenant has a credit due, a check will be issued forty-five (45) days after such original statement is sent. If Tenant is deficient, he shall forward payment to Landlord within thirty (30) days unless he takes written exception to such increase and in such case must notify Landlord of such exception within thirty (30) days.

8. **PAYMENT OF TAXES AND OTHER ASSESSMENTS:** Landlord shall pay annually all real estate taxes on the Demised Premises existing at the commencement of this Lease. However, Tenant shall pay its pro rata share of 7.7% as enumerated in Paragraph 7, of any and all increases in the taxes and other assessments assessed or levied against the Demised Premises over and above amounts assessed for the year 2020 (to be known as "base year"), as well as any special assessment imposed upon the Demised Premises for any purpose whatsoever during the term, whether the increase in taxation results from a higher tax rate or an increase in the assessed valuation of the Demised Premises or of both. However, if the improvements upon the Demised Premises are not fully assessed by the local assessor's office during the agreed upon base year, the base year will be amended in the following manner: the millage rate established in the base year shall be applied to the fully assessed value when fully assessed by the Tax Assessor's office. Should the full assessment not be completed until after this Lease expires or is terminated, this increase will be due and payable upon demand. Such payment shall be made by Tenant to Landlord not later than thirty (30) days following the date on which Landlord provides Tenant with written evidence of such increase. In the event the Demised Premises are less than the entire property assessed for such taxes for any such tax year, then the tax for any such year applicable to the Demised Premises shall be determined by proration as herein above defined. If the final year of the lease term fails to coincide with the tax year, then any excess for the tax year during which the term ends shall be reduced by the pro rata part of such tax beyond the lease term.

In the event that any documentary stamp tax, or tax levied on the rental, leasing or letting of the Demised Premises, whether local, state, or federal, is required to be paid due to execution hereof, the cost thereof shall be borne by the Tenant.

Tenant at all times shall be responsible for and shall pay, before delinquency, all municipal, county, state or federal taxes assessed against any leasehold interest or any fixtures, equipment, stock-in-trade, or other personal property of any kind, installed or used in or on the Demised Premises.

Should any governmental taxing authority acting under any present or future law, ordinance, or regulation, levy, assess, or impose a tax, excise and/or assessment (other than an income or franchise tax) upon or against the rentals payable by Tenant to Landlord, either by way of substitution or in addition to any existing tax on land or buildings or otherwise, Tenant shall be responsible for and shall pay such tax, excise and/or assessment, or shall reimburse the Landlord for the amount thereof, as the case may be.

9. **SUBORDINATION OF LEASE:** It is agreed that the rights of the Tenant hereunder shall be and shall remain subordinate to the right and lien of any bona fide mortgage placed upon said Demised Premises by Landlord during or before the term of this Lease, and if requested by mortgagee, Tenant will execute a subordination agreement.

10. **PARKING:** See Paragraph 32 (Additional Provisions).

11. **ENTRY BY LANDLORD:** Landlord shall have the right to enter the Demised Premises at reasonable times for the purpose of inspection, posting notices or supervising any necessary repairs and maintenance required herein to be performed by Landlord. Sixty (60) days prior to the expiration of this Lease, Landlord may post suitable notice on the Demised Premises that same are for rent and may show same to prospective tenants at reasonable times.

12. **ASSIGNMENT AND SUBLETTING:** Neither this Lease nor any interest herein may be assigned by Tenant voluntarily or involuntarily, by operation of law, and neither all nor any part of the Demised Premises shall be sublet by Tenant without the written consent of Landlord first had and obtained; however, Landlord agrees not to withhold unreasonably its consent for Tenant to sublet the Demised Premises. Landlord may withhold consent to sublease should the sublease rental be greater than contract rent. If Landlord withholds such consent because of this condition, Landlord must cancel this Lease. In the event this Lease or any interest herein is assigned or the Demised Premises or any part thereof is sublet, whether with or without Landlord's consent, Tenant shall remain fully liable under all terms, covenants, and conditions of this Lease. In no event will any provision herein stated to renew, extend or purchase be available to any assignee or subtenant.

Tenant hereby agrees to employ EM&L, Inc. to perform any and all subletting of the Demised Premises and will pay EM&L Inc. a commission based on their then published commission schedule.

13. **WAIVER OF COVENANTS:** No forbearance by either party to seek a remedy for any breach of this Lease shall be deemed a waiver by such party of its rights or remedies with respect to such breach. It is agreed that the waiving of any of the covenants of this Lease by either party shall be limited to the particular instance and shall not be deemed to waive any other breaches of such covenant or any provision herein contained.

14. **DEFAULT BY TENANT:** This Lease is made upon the condition that the Tenant shall punctually and faithfully perform all of the covenants and agreements by it to be performed as herein set forth, and if any of the following events of default shall occur, to-wit: (a) any installment of rent, additional rent, taxes, or any other sums required to be paid by Tenant hereunder, or any part thereof, shall at any time be in arrears and unpaid for fifteen (15) days after written demand therefor, or (b) there be any default on the part of Tenant in the observance or performance of any of the other covenants or agreements, or conditions of this Lease on the part of Tenant to be kept and performed, and said default shall continue for a period of fifteen (15) days after written notice thereof from Landlord to Tenant (unless such default cannot reasonably be cured within fifteen (15) days and Tenant shall have commenced to cure said default within said fifteen (15) days and continues diligently to pursue the curing of the same), or (c) Tenant shall file a petition in bankruptcy or be adjudicated a bankrupt, or file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation, or make an assignment for the benefit of creditors, or (d) any trustee, receiver or liquidator of Tenant or of all or any substantial part of its properties or of the Demised Premises shall be appointed in any action, suit or proceeding by or against Tenant and such proceeding or action shall not have been dismissed within thirty (30) days after such appointment, or (e) the leasehold estate hereby created shall be taken on execution or by other process of law, or (f) Tenant shall admit in writing its inability to pay its obligations generally as they become due, or (g) Tenant shall vacate or abandon the Demised Premises, then and in any of said cases, Landlord at its option may terminate this Lease and re-enter upon the Demised Premises and take possession thereof with full right to sue for and collect all sums or amounts with respect to which Tenant may then be in default and accrued up to the time of such entry, including damages to Landlord by reason of any breach or default on the part of Tenant, or Landlord may, if it elects to do so, bring suit for the collection of such rents and damages without entering into possession of the Demised Premises or voiding this Lease.

In addition to, but not in limitation of, any of the remedies set forth in this Lease or given to Landlord by law or in equity, Landlord shall also have the right and option, in the event of any default by Tenant under this Lease and the continuance of such default after the period of notice above provided, to retake possession of the Demised Premises from Tenant without process of law, by summary proceedings or otherwise, and it is agreed that the commencement and prosecution of any action by Landlord in forcible entry and detainer, ejectment or otherwise, or any execution of any judgment or decree obtained in any action to recover possession of the Demised Premises, shall not be construed as an election to terminate this Lease unless Landlord expressly exercises its option hereinabove provided to declare the term hereof ended, whether or not such entry or re-entry be had or taken under summary proceedings or otherwise, and shall not be deemed to have absolved or discharged Tenant from any of its obligations and liabilities for the remainder of the term of this Lease, and Tenant shall, notwithstanding such entry or re-entry, continue to be liable for the payment of the rents and the performance of the other covenants and conditions hereof and shall pay to Landlord all monthly deficits after any such re-entry in monthly installments as the amounts of such deficits from time to time are ascertained and, in the event of any such ouster, Landlord rents or leases the Demised Premises to some other person, firm or corporation (whether for a term greater, less than or equal to the unexpired portion of the term created hereunder) for an aggregate rent during the portion of such new lease co-extensive with the term created hereunder which is less than the rent and other charges which Tenant would pay hereunder for such period, Landlord may immediately upon the making of such new lease or the creation of such new tenancy sue for and recover the differences between the aggregate rental provided for in said new lease for the portion of the term co-extensive with the term created hereunder and rent which Tenant would pay hereunder for such period, together with any expense to which Landlord may be put for brokerage commission, placing the Demised Premises in tenantable condition or otherwise. If such new lease or tenancy is made for a shorter term than the balance of the term of this Lease, any such action brought by Landlord to collect the deficit for that period shall not bar Landlord from thereafter suing for any loss accruing during the balance of the unexpired term of this Lease.

If Tenant at any time shall fail to pay any taxes, assessments, or liens, or to make any payment or perform any act required by this Lease to be made or performed by it, Landlord, without waiving or releasing Tenant from any obligation or default under this Lease, may (but shall be under no obligation to) at any time thereafter make such payment or perform such act for the account at the expense of Tenant. All sums so paid by Landlord and all costs and expenses so incurred shall accrue interest at a rate of eighteen percent (18%) from the date of payment or incurring thereof by Landlord and shall constitute additional rent payable by Tenant under this Lease and shall be paid by Tenant to Landlord upon demand. All other sums payable by Tenant to Landlord under this Lease, if not paid when due, shall accrue interest at a rate of eighteen percent (18%) from their due date until paid, said interest to be so much additional rent under this Lease and shall be paid to Landlord by Tenant upon demand.

All rights and remedies of Landlord herein enumerated shall be cumulative, and none shall exclude any other remedies allowed at law or in equity.

Tenant agrees to pay a reasonable attorney's fee and all costs if Landlord, in its sole discretion, employs an attorney to collect any rent, additional rent, or any other sums payable under this Lease or to enforce any covenants, agreements, or conditions on the part of the Tenant to be kept and performed; and Tenant expressly waives all exemptions secured to the Tenant under the laws of the State of South Carolina or of any other State of the United States as against the collection of any debt herein or hereby incurred or secured. For the purpose of any suit brought by Landlord or based on this Lease, this Lease shall be construed to be a divisible contract to the end that successive actions may be maintained as successive periodic sums shall mature under this Lease, and it is further agreed that failure to include in any suit any sum or sums then matured shall not be a bar to the maintenance of any suit or action for the recovering of said sum or sums so omitted.

15. INSURANCE/INDEMNITY:

A. "Bodily Injuries and Property Damage": Tenant shall at all times during the term hereof keep in effect in responsible companies liability insurance in the names of and for the benefit of Tenant and Landlord with minimum limits as follows:

Bodily Injury and Property Damages..... \$ 1,000,000.00 per occurrence
\$ 2,000,000.00 aggregate

Such insurance may, at Tenant's election, be carried under any general blanket coverage of Tenant. A renewal policy shall be procured not less than ten (10) days prior to the expiration of any policy. Each original policy or a certified copy thereof, or a satisfactory certificate of the insurer evidencing insurance carried with proof of payment of the premium shall be deposited with Landlord. The limits of said insurance shall not, however, limit the liability of Tenant hereunder. In the event that the Demised Premises constitute a part of a larger property said insurance shall have a Landlord's Protective Liability endorsement attached thereto. If Tenant shall fail to procure and maintain said insurance Landlord may, but shall not be required to, procure and maintain the same, but at the expense of Tenant. Tenant shall have the right to settle and adjust all liability claims against the insuring companies, but without subjecting Landlord to any liability or obligation.

B. "Property Insurance": Landlord shall obtain and keep in force during the term of this Lease a policy or policies of insurance covering loss or damage to the Demised Premises, in the amount of the full replacement value thereof, providing against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, special extended perils (Special Cause of Loss Form) and loss of rents. Tenant shall pay during the term hereof, in addition to rent, the amount of any increase in premiums for the insurance required under this Paragraph 15(b) over and above such premiums paid by Landlord during the first full year of the term of this Lease in which Landlord shall have maintained the insurance required under this Paragraph 15(b), whether such premium increase shall be the result of the nature of Tenant's occupancy, any act or omission of Tenant, requirements of the holder of a mortgage or deed of trust covering the Demised Premises, or increased valuation of the Demised Premises. Tenant shall pay any such premium increases to Landlord within thirty (30) days after receipt by Tenant of a copy of the premium statement or other satisfactory evidence of the amount due. If the insurance policies maintained hereunder cover other improvements in addition to the Demised Premises, Landlord shall also deliver to Tenant a statement of the amount of such increase attributable to the Demised Premises and showing in reasonable detail the manner in which such amount was computed. If the term of this Lease shall not expire concurrently with the expiration of the period covered by such insurance, Tenant's liability for premium increases shall be prorated on an annual basis. If the Demised Premises are less than the total property the base pro rata share shall be the same as in Section 8 (Taxes).

C. "Insurance Policies": Insurance required hereunder shall be in companies rated A or better in "Best's Insurance Guide." Tenant shall deliver to Landlord copies of policies of liability insurance required under Paragraph 15(a) or certificates evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to Landlord. No such policy shall be cancelable or subject to reduction of coverage or other modification except after ten (10) days' prior written notice to Landlord. Tenant shall, within ten (10) days prior to the expiration of such policies, furnish Landlord with renewals or "binders" thereof, or Landlord may order such insurance and charge the cost thereof to Tenant, which amount shall be payable by Tenant upon demand. Tenant shall not do or permit to be done anything which will invalidate the insurance policies referred to in Paragraphs 15(a) and (b).

D. "Waiver of Subrogation": Tenant and Landlord each hereby waives any and all rights of recovery against the other, or against the officers, employees, agents and representatives of the other, for loss of or damage to such waiving party or its property or the property of others under its control, where such loss or damage is insured against under any insurance policy in force at the time of such loss or damage. Tenant and Landlord shall, upon obtaining the policies of insurance required hereunder, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

Liability
E. "Indemnity": Tenant shall indemnify and hold harmless Landlord from and against any and all claims arising from Tenant's use of the Demised Premises, or from any activity, work or things done, permitted or suffered by Tenant in or about the Demised Premises or elsewhere and shall further indemnify and hold harmless Landlord from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any negligence of the Tenant, or any of Tenant's agents, contractors, or employees, and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against Landlord by reason of any such claim, Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons, in, upon or about the Demised Premises arising from any cause and Tenant hereby waives all claims in respect thereof against Landlord.

G. "Exemption of Landlord from Liability": Tenant hereby agrees that Landlord shall not be liable for injury to Tenant's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of Tenant, Tenant's employees, invitees, customers, or any other person in or about the Demised Premises, nor shall Landlord be liable for injury to the person of Tenant, Tenant's employees, agents or contractors, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether the said damage or injury results from conditions arising upon the Demised Premises or upon other portions of the building of which the Demised Premises are a part, or from other sources or places, and

regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Tenant. Landlord shall not be liable for any damages arising from any act or neglect of any other tenant, if any, of the building in which the Demised Premises are located.

16. DAMAGE OR DESTRUCTION BY FIRE OR OTHER CASUALTY: If the Demised Premises or any part thereof shall be substantially damaged or destroyed by fire or other casualty, Landlord shall promptly repair all such damage and restore the Demised Premises without expense to Tenant, subject to delays due to adjustment of insurance claims, strikes and other causes beyond Landlord's control. If such damage or destruction shall render the Demised Premises untenantable in whole or in part, the rent shall be abated wholly or proportionally as the case may be until the damage shall be repaired and the Demised Premises restored. If the damage or destruction shall be so extensive as to require the substantial rebuilding (i.e., expenditure of fifty (50%) percent or more of replacement cost) of the building or buildings of which the Demised Premises are part, Landlord or Tenant may elect to terminate this Lease by written notice to the other given within thirty (30) days after the occurrence of such damage or destruction, unless the Landlord has contracted for or begun reconstruction. If it is anticipated that said rebuilding will take in excess of ninety (90) days, Landlord shall notify Tenant and Tenant shall be given the option of canceling said Lease within five (5) working days of said notification or Landlord may rebuild or contract for said rebuilding of which the Demised Premises are a part.

Landlord and Tenant hereby release each other from liability for loss or damage occurring on or to the Demised Premises or the premises of which they are a part or to the contents of either thereof, caused by fire or other hazards ordinarily covered by fire and extended coverage insurance policies and each waives all rights of recovery against the other for such loss or damage. Willful misconduct lawfully attributable to either party, whether in whole or in part a contributing cause of the casualty giving rise to the loss or damage, shall not be excused under the foregoing release and waiver. Landlord hereby agrees to keep the building insured against fire and other perils normally covered by fire and extended coverage.

17. HOLDOVER: Should Tenant remain in possession of the Demised Premises or any part thereof after the expiration of the term of this Lease, such holding over shall, unless otherwise agreed in writing, constitute a month to month tenancy only, and Tenant shall pay as monthly rental one and one half (1 1/2) times the monthly rental assessed during the last month of the term of this Agreement. Tenant agrees to give Landlord thirty (30) days prior written notice of Tenant's intent to vacate the Demised Premises. Landlord may terminate the month to month tenancy by providing Tenant thirty (30) days prior written notice.

18. DEFAULT OF LANDLORD: If at any time during the term hereof Landlord shall default in any of its obligations under this Lease, Tenant may give the written notice to Landlord of its intention to terminate the lease, together with a statement of the nature of such default, and such termination shall become effective on the thirtieth (30th) day after the date of such notice unless (a) such default shall be cured within thirty (30) days after such a notice or (b) if the default is of such nature that it cannot be cured within such period, the necessary steps to cure such default are duly taken within such period and are thereafter diligently pursued.

19. CONDEMNATION: In the event any part of the Demised Premises shall be taken or condemned at any time during the term hereof through the exercise of power of eminent domain, with or without litigation, and Tenant shall determine that the remaining portion of the Demised Premises are not reasonably suitable for its use and occupation, Tenant may, by giving notice to Landlord within sixty (60) days after the date of such taking or condemnation, terminate this Lease as of a date (to be set forth in said notice) not earlier than thirty (30) days after the date of the notice, and Landlord shall refund any unearned rent paid in advance by Tenant. If Tenant does not terminate this Lease as provided above, this Lease shall continue in force as to the remaining portion of the Demised Premises and in such event the monthly rental thereafter payable by Tenant hereunder shall be adjusted and prorated in the exact ratio which the value of the Demised Premises after such taking or condemnation bears to the value of the Demised Premises immediately preceding the condemnation, and Landlord shall, at its own expense, make any repairs or alterations to said Demised Premises which may be necessary to restore the Demised Premises, in so far as possible, to their condition prior to the taking or condemnation.

In the event of the taking or condemnation of all or any portion of the Demised Premises if the Landlord and/or Tenant terminates the lease as provided above, Landlord and Tenant shall together pursue the claim against the condemning or taking authority for the value of the property taken or condemned and Tenant shall receive from the condemnation award the value of its improvements, if any, so taken; Tenant shall receive no other part of the condemnation award. If the lease is not terminated, Landlord shall receive the entire award in the condemnation proceeding.

In the event any part of the Demised Premises shall be taken or condemned at any time during the term hereof through the exercise of such power of eminent domain, with or without litigation, and the remainder of the Demised Premises shall not, in the opinion of the Landlord, constitute an economically feasible operating unit, Landlord may, by giving written notice to the Tenant within sixty (60) days after the date of such taking or condemnation, terminate this Lease as of a date (to be set forth in said notice) not earlier than thirty (30) days after the date of the notice. Rent shall be apportioned as of the termination date.

20. **QUIET ENJOYMENT:** If and so long as Tenant pays the rents reserved by this Lease and performs and observes all the covenants and provisions hereof, Tenant shall quietly enjoy the Demised Premises, subject, however, to the terms of this Lease, and Landlord will warrant and defend Tenant in the enjoyment and peaceful possession of the Demised Premises throughout the term of this Lease.

21. **NOTICES:** Any notice, demand or other instrument or written communication required or permitted to be given, served, made or delivered hereunder may be given, served, made or delivered by mailing the same by certified mail in a sealed envelope postage prepaid, and addressed as follows:

To the Landlord at the following address:
MS Joint Venture
% EM&L, Inc.
P.O. Box 1239
Columbia, S.C. 29202

To the Tenant at the following address:
Attention: City Manager
City of Columbia
P.O. Box 147
Columbia, SC 29217

Any such notice, demand or other instrument or written communication mailed as above provided shall be deemed to have been given, served, made or delivered at the time that it was placed in the mail with sufficient postage attached.

22. **SIGNS AND BUILDING DIRECTORY:** No signs of any type shall be installed at or in any place on the building of which the Demised Premises are a part or on the exterior of the Demised Premises without prior written approval and consent of Landlord. Landlord may, at its option, install and maintain a building directory and reserves the right to limit the number of listings on such directory.

23. **RULES AND REGULATIONS:** Landlord may from time to time publicize such rules and regulations in writing which it may consider necessary and in the best interest of the building of which the Demised Premises are a part. Tenant agrees to abide by such rules and regulations so long as they do not unreasonably interfere with Tenant's use and occupancy of the Demised Premises.

24. **SURRENDER OF DEMISED PREMISES:** Tenant agrees to turn over all keys and to surrender the Demised Premises at the expiration or sooner termination of this Lease or any extensions thereof, broom-clean and in the same condition as when delivered to Tenant or as altered, pursuant to the provisions of this Lease, ordinary wear and tear and damage by the elements excepted, and Tenant shall remove all of its property. Tenant agrees to pay a reasonable cleaning charge should it be necessary for Landlord to restore or cause to be restored the Demised Premises to the same condition as when delivered to Tenant.

25. **RIGHTS OF SUCCESSORS AND ASSIGNS:** The covenants and agreements contained in the within lease shall apply to, inure to the benefit of, and be binding upon the parties hereto, their heirs, successors, distributees, executors, administrators, legal representatives, and assigns and upon their respective successors in interest, except as expressly otherwise hereinabove provided.

26. **COMMISSIONS:** Landlord acknowledges the services of Executive Management and Leasing, Inc. as real estate Broker in procurement of this Lease and all expansions, extensions and renewals, and in consideration thereof does hereby agree to pay said Broker a commission on the rentals of the Demised Premises in accordance with their separate agreement. Landlord acknowledges that this agreement shall be binding on his heirs, successors and assigns and will follow the land.

27. **SECURITY DEPOSIT:** N/A

28. **CONDITION OF THE DEMISED PREMISES:** Tenant has inspected and accepts the Demised Premises in the same condition they are in at the time of commencement of the term of this Lease.

29. **FAILURE TO PERFORM COVENANT:** Any failure on the part of either party to this Lease to perform any obligation hereunder, and any delay in doing any act required hereby shall be excused if such failure or delay is caused by any strike, lockout, governmental restriction or any other similar cause beyond the control of the party so failing to perform, to the extent and for the period that such continues, save and except that the provisions of this paragraph shall not excuse a non-payment of rent or other sums due hereunder on its due date.

30. **CONSTRUCTION OF LEASE:** The word "Landlord" as used herein shall refer to the individual, individuals, partnership or corporation called "Landlord" at the commencement of this Lease, and the word "Tenant" shall likewise refer to the individual, individuals, partnership, or corporation called "Tenant" at the commencement of this Lease. Words of any gender used in this Lease shall be held to include any other gender, and words in the singular number shall be held to include the plural when the sense requires.

31. **SUBMISSION OF DOCUMENT:** The submission of this document for examination does not constitute an option or offer to lease the Demised Premises. This document shall have no binding effect on the parties unless executed by the Landlord and the Tenant and a fully executed copy is delivered to the Tenant.

32. **ADDITIONAL PROVISIONS:** Insofar as the following provisions conflict with any other provision of this Lease, the following shall control:

1) BASE RENTAL RATE		MONTHLY
3/01/20 thru 2/29/21	0	0
3/01/21 thru 2/29/22	\$18.54	\$23,715.75
3/01/22 thru 2/29/23	\$19.10	\$24,432.08
3/01/23 thru 2/31/24	\$19.67	\$25,161.20
3/01/24 thru 2/31/25	\$20.26	\$25,915.92
3/01/25 thru 2/31/26	\$20.87	\$26,696.21
3/01/26 thru 2/31/27	\$21.50	\$27,502.08
3/01/27 thru 2/31/28	\$22.15	\$28,333.54
3/01/28 thru 2/31/29	\$22.81	\$29,177.80
3/01/29 thru 2/31/30	\$23.49	\$30,047.63
3/01/30 thru 2/31/31	\$23.96	\$30,648.83

- 2) Tenant will handle its own parking requirement.
- 3) Tenant will pay all cost for modifications to 7th floor as tenant requires.
- 4) Landlord will provide building access cards to all City of Columbia employees on 7th floor as requested.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

WITNESS:

LANDLORD: MS JOINT VENTURE

By: _____
Its: _____
Date: _____

TENANT: CITY OF COLUMBIA

By: _____
Its: _____
Date: _____

APPROVED AS TO FORM

Legal Department City of Columbia, SC

RESOLUTION NO.: R-2020-034

*Authorizing the City Manager to execute a Contract of Sale of Office Building
between the City of Columbia and MS Joint Venture for the purchase of
1401 Main Street, Richland County TMS #09013-04-07*

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2020, that the City Manager is hereby authorized to execute the attached Contract of Sale of Office Building and any documents necessary and approved by the City Attorney, between the City of Columbia and MS Joint Venture, to consummate the purchase of 1401 Main Street, Richland County TMS #09013-04-07 for Twenty-two Million Five Hundred Thousand and No/100 (\$22,500,000.00) Dollars.

(Funding Source: Water and Sewer Fund and General Fund)

Requested by:

City Manager _____

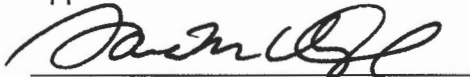
Mayor

Approved by:

City Manager

ATTEST:

Approved as to form:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

CONTRACT FOR SALE OF OFFICE BUILDING

This is a CONTRACT OF SALE ("Contract") dated to be effective as of the date this Contract has been last executed by either party hereto ("Effective Date") between MS Joint Venture, a South Carolina Partnership ("Seller") and The City of Columbia, a South Carolina municipality ("Purchaser").

Seller and Purchaser hereby covenant and agree as follows:

1. Sale of Premises and Acceptable Title

1.1. Seller shall sell to Purchaser, and Purchaser shall purchase from Seller, at the price and upon the terms and conditions set forth in this Contract: (a) the parcel of land more particularly described in Schedule A attached hereto ("Land"); (b) all buildings and improvements situated on the Land including but not limited to the 200,000 +/- square foot office building located thereon (collectively, the "Building"); (c) all right, title and interest of Seller, if any, in and to the land lying in the bed of any alley, right of way, street or highway in front of or adjoining the Land; (d) all appurtenances; (e) all furniture, fixtures, equipment and personal property of Seller located on or used in connection with the Building (the "Personal Property"); and (f) all the estate and rights of Seller in and to the Land and Building (collectively, the "Premises"), together with certain additional rights including all right, title and interest of Seller, if any, in and to (i) easements benefitting the Land; (ii) any strips or gores of land between the Land and abutting or adjacent properties; (iii) the leases, licenses and occupancy agreements for space in the Building, and all guarantees thereof and security deposits paid pursuant thereto (collectively, the "Leases"); (iv) plans, specifications, architectural and engineering drawings, prints, surveys, soil and substrata studies relating to the Premises in Seller's possession, whether or not stored, managed or contained on computer software or hardware; (v) all operating manuals and books, data and records regarding the Premises and its component systems in Seller's possession; (vi) all licenses, permits, certificates of occupancy and other approvals issued by any state, federal or local authority relating to the use, maintenance or operation of the Premises or the fixtures, machinery or equipment included in this sale to the extent that they may be transferred or assigned; (vii) all warranties or guaranties, if any, applicable to the Premises, to the extent such warranties or guaranties are assignable; (viii) air rights and development rights; (ix) all Service Contracts (as hereinafter defined) assumed by Purchaser; and (x) all rights of Seller in and to all generators owned by Seller or Seller's interest therein located on property adjacent to the Premises, together with easements allowing such generators to be located thereon (subsections (i) through (x) the "Additional Property").

1.2. Seller shall convey and Purchaser shall accept fee simple title to the Premises in accordance with the terms of this Contract, subject only to all matters of record except those set forth in Purchaser's title objection letter to Seller pursuant to Section 13 as objectionable to Purchaser. Purchaser shall have the right to update title and notify Seller of any further matters to which it objects and such matters shall not be Permitted Exceptions (collectively, "Permitted Exceptions").

2. Purchase Price and Downpayment.

2.1. At Closing the Purchaser shall pay Seller the Purchase Price, which shall consist of the Base Purchase Price, with any increases and credits as set forth in this Contract.

2.2. The Base Purchase Price is Twenty Two Million Five Hundred Thousand Dollars (\$22,500,000.00).

2.3. The Purchaser shall pay a downpayment ("Initial Downpayment"; Initial Downpayment together with the Additional Downpayment (as hereinafter defined), if any, the "Downpayment") of 2 percent of the Base Purchase Price, viz Four Hundred Fifty Thousand Dollars (\$450,000) within five (5) business days after the Effective Date, to be held in escrow by Seller's attorneys at Turner Padgett Graham & Laney, P.A. ("Escrow Agent") and disbursed as provided herein. The Initial Downpayment shall be applied to the Purchase Price at Closing or disbursed as otherwise set forth in this Contract.

2.4. The Escrow Agent shall hold and disburse the Downpayment as provided herein and in accordance with Schedule F.

3. The Closing

3.1. Except as otherwise provided in this Contract, the closing of title pursuant to this Contract ("Closing") shall take place on or before the Closing Date (as hereinafter defined), at a time and place mutually agreeable to the parties. "Closing Date" means on or before October 1, 2020 ("Initial Closing Date"), unless Purchaser notifies Seller in writing prior to the Initial Closing Date that the Closing Date is extended to on or before October 30, 2020 and pays an additional downpayment ("Additional Downpayment") of Two Hundred Fifty Thousand Dollars (\$250,000.00) to be held in escrow by the Escrow Agent and disbursed as provided herein. The Additional Downpayment shall be applied to the Purchase Price at Closing or disbursed as otherwise set forth in this Contract; if Purchaser does not close the transaction as provided herein for any reason, fifty percent (50%) of the Additional Downpayment shall be refunded to Purchaser.

4. Representations and Warranties of Seller

Seller represents and warrants to Purchaser as follow:

4.1. Seller is the sole owner of the Premises and the Additional Property.

4.2. If the Premises are encumbered by an Existing Mortgage(s), no written notice has been received from the Mortgagee(s) asserting that a default or breach exists thereunder which remains uncured and no such notice shall have been received and remain uncured on the Closing Date.

4.3. The information concerning written leases, written licenses and written occupancy agreements (which together with all amendments and modifications thereof are collectively referred to as "Leases") set forth on the rent roll to be provided by Seller to Purchaser as part of the Due Diligence Materials (as hereinafter defined) ("Rent Schedule") is accurate as of the date set forth therein or, if no date is set forth therein, as of the Effective Date, and there are no

Leases of any space in the Premises other than those set forth therein and any subleases or subtenancies and no party has any right to occupy any portion of the Premises except as provided in the Leases. Except as otherwise set forth in the Rent Schedule or elsewhere in this Contract:

- a) all of the Leases are in full force and effect and, to Seller's knowledge, no default or event which with the giving of notice or the passage of time or both would become a default exists;
- b) none of the Leases has been modified, amended or extended, except as disclosed by Seller on the Rent Schedule;
- c) no renewal or extension options or options for additional space have been granted to tenants, occupants or licensees, except as set forth in the Leases;
- d) no tenant, occupant or licensee other than the Purchaser has an option to purchase the Premises or a right of first refusal or first offer with respect to a sale of the Premises;
- e) the rents and fees set forth in the Leases are being collected on a current basis and there are no arrearages in excess of one month;
- f) no tenant, occupant or licensee is entitled to rental concessions or abatements for any period subsequent to the scheduled date of Closing;
- g) Seller has not sent written notice to any tenant, occupant or licensee claiming that such tenant is in default, which default remains uncured;
- h) no action or proceeding instituted against Seller by any tenant, occupant or licensee of all or part of the Premises is presently pending in any court or other tribunal, except with respect to claims listed on Schedule D attached hereto involving personal injury or property damage which are covered by insurance;
- i) the Rent Schedule accurately sets out all security deposits held by Seller with respect to the Leases;
- j) the tenants, occupants and licensees under the Leases are in actual possession of the space demised;
- k) to Seller's actual knowledge, Seller has performed all of the landlord's obligations under the Leases;
- l) Seller has received no notice(s) of any default of the landlord under the Leases that remains pending; to Seller's actual knowledge, no action or proceeding, voluntary or involuntary, is pending against any tenant, licensee or occupant under any bankruptcy or insolvency act except as disclosed on Schedule D;
- m) no leasing commissions are due or owing with respect to any of the Leases and all leasing commissions have been paid in full with respect to all of the Leases,

except to the extent any brokerage agreements may provide for payment of a commission in case of any renewal, extension or expansion of space which has not yet occurred;

n) no tenant improvement allowances or payments are due and owing with respect to any of the Leases, and none of the Leases contain any provision for tenant improvement allowances or payments to become due in the future; and

4.4. Seller has in full force and effect, and shall maintain in full force and effect through the Closing Date, insurance policies ("Insurance Policies") insuring property damage and liability losses, injuries and damages, and will provide copies of same to Purchaser upon request.

4.5. The schedule of service, maintenance, supply and management contracts ("Service Contracts") to be provided by Seller to Purchaser as part of the Due Diligence Materials lists all such contracts affecting the Premises, and the information set forth therein is accurate as of the date set forth therein or, if no date is set forth therein, as of the Effective Date. All Service Contracts except the EM&L Contract (as hereinafter defined) shall remain in full force and effect through the Closing unless Purchaser notifies Seller otherwise in writing.

4.6. The Personal Property, as of the Closing Date, is owned by Seller free of liens and encumbrances other than the lien(s) of the Existing Mortgage(s), if any.

4.7. Seller is not a "foreign person" as defined in the Code Withholding Section.

4.8. Seller is a South Carolina general partnership that has been duly organized and is in good standing under the laws of the state of its formation.

4.9. Seller has taken all necessary action to authorize the execution, delivery and performance of this Contract and has the power and authority to execute, deliver and perform this Contract and consummate the transaction contemplated hereby. The person signing this Contract on behalf of Seller is authorized to do so. Assuming this Contract has been duly authorized, executed and delivered by each of the other party(ies) to this Contract, this Contract and all obligations of Seller hereunder are the legal, valid and binding obligations of Seller, enforceable in accordance with the terms of this Contract, except as such enforcement may be limited by bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

4.10. The execution and delivery of this Contract and the performance of its obligations hereunder by Seller will not conflict with any provision of any law or regulation to which Seller is subject or any agreement or instrument to which Seller is a party or by which it is bound or any order or decree applicable to Seller or result in the creation or imposition of any lien on any of Seller's assets or property which would materially and adversely affect the ability of Seller to carry out the terms of this Contract. Seller has obtained any consent, approval, authorization or order of any court or governmental agency or body required for the execution, delivery or performance by Seller of this Contract.

4.11. Seller has not received written notice of and has no knowledge of any action, suit, arbitration, unsatisfied order or judgment, government investigation or proceeding pending against Seller with respect to the Premises which if adversely determined could have a material adverse effect on the Premises or interfere with the consummation of the transaction contemplated by this Contract.

4.12. Seller is not a, and is not acting directly or indirectly for or on behalf of any, person, group, entity or nation named by any Executive Order of the United States Treasury Department as a terrorist, "Specifically Designated National and Blocked Persons," or other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control and Seller is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly, on behalf of any such person, group, entity, or nation.

4.13. To Seller's knowledge, there are no underground fuel storage tanks at the Premises. Seller has received no written notice from any governmental agency having jurisdiction and Seller is not aware that the Premises is affected by the presence and/or harmful effects of any asbestos, toxic, or hazardous substances as defined by applicable federal, state or local laws affecting the Premises. Except to the extent provided in any environmental reports delivered by Seller to Purchaser, Seller has no knowledge of any hazardous substances currently located at the Premises or being located at the Premises in the past. Except to the extent provided in any environmental reports delivered by Seller to Purchaser, Seller has no knowledge that any portion of the Premises has been used for an onsite dry-cleaning facility.

4.14. Seller has received no notice of and has no knowledge of any actual or proposed taking in condemnation of all or any part of the Premises.

4.15. Seller has been known by no other name for the past ten (10) years.

4.16. Seller has no employees.

4.17. The representations and warranties of Seller set forth in Sections 4.3, 4.4, 4.5, 4.6, 4.7, 4.8, 4.9, 4.10, 4.11, 4.12, 4.13, 4.14, 4.15, and 4.16 as restated as of the Closing shall survive the Closing for a period of one year (the "Survival Period"). None of Seller's other representations or warranties shall survive the Closing. Seller shall have no liability to Purchaser for any misrepresentation or breach of warranty of Seller unless written notice containing a description of the specific nature of such breach shall have been given by Purchaser to Seller prior to the expiration of the Survival Period, if any, and an action shall have been commenced by Purchaser against Seller within the Survival Period, if any. The prevailing party in any litigation arising from a claim under this Section 4.17 shall be entitled to reimbursement for all reasonable legal fees and expenses in connection therewith.

For purposes of this Section, the phrase "to Seller's knowledge" shall mean the actual knowledge of MS Joint Venture and its partners, officers, and agents, without any special investigation.

Except where limited specifically to the Effective Date of this Contract or other date, the representations and warranties made by Seller in this Contract are made as of the date of

execution and delivery of this Contract, and shall be deemed remade, restated and shall be true and accurate on the Closing Date.

5. “As Is” Condition, No Representations Not Expressly Set Out in Contract, Representations and Warranties of Purchaser

5.1.

(a) Purchaser shall inspect the Premises during the Due Diligence Period. Subject to the provisions of Section 7.1 and Section 8, Purchaser shall accept the Premises “as is” and in its condition as of the Effective Date, subject to reasonable use, wear, tear and natural deterioration between now and the Closing Date, without any reduction in the Purchase Price for any such change in condition. Seller shall not be liable for any latent or patent defects in the Premises.

(b) During the Due Diligence Period, Purchaser will make such examination of the Premises, the operation, income and expenses thereof and all other matters affecting or relating to this transaction as Purchaser deems necessary. In entering into this Contract, Purchaser has not been induced by and has not relied upon any representations, warranties or statements, whether express or implied, made by Seller of any person representing or purporting to represent Seller, which are not expressly set forth in this Contract, whether or not such representations, warranties or statements were made in writing or verbally.

5.2. Purchaser represents and warrants to Seller that:

a) The funds comprising the Purchase Price to be delivered to Seller in accordance with this Contract are not derived from any illegal activity.

b) Purchaser has taken all necessary action to authorize the execution, delivery and performance of this Contract and has the power and authority to execute, deliver and perform this Contract and the transaction contemplated hereby. The person signing this Contract on behalf of Purchaser is authorized to do so. Assuming this Contract has been duly authorized, executed and delivered by each of the other party(ies) to this Contract, this Contract and all obligations of Purchaser hereunder are the legal, valid and binding obligations of Purchaser, enforceable in accordance with the terms of this Contract, except as such enforcement may be limited by bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors’ rights generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

c) The execution and delivery of this Contract and the performance of its obligations hereunder by Purchaser will not conflict with any provision of any law or regulation to which Purchaser is subject or any agreement or instrument to which Purchaser is a party or by which it is bound or any order or decree applicable to Purchaser, and will not result in the creation or imposition of any lien on any of Purchaser’s assets or property which would materially and adversely affect the ability of Purchaser to carry out the terms of this Contract. Purchaser has obtained any consent,

approval, authorization or order of any court or governmental agency or body required for the execution, delivery or performance by Purchaser of this Contract.

d) Purchaser is a municipality that has been duly organized and is in good standing under the laws of South Carolina.

e) The representations and warranties of Purchaser set forth in this Section 5 are made as of the date of this Contract and are restated as of the Closing and shall survive the Closing for the Survival Period. Purchaser shall have no liability to Seller for any misrepresentation or breach of any warranty of Purchaser unless written notice containing a description of the specific nature of such breach shall have been given by Seller to Purchaser prior to the expiration of the Survival Period and an action shall have been commenced by Seller against Purchaser within the Survival Period. The prevailing party in any litigation arising from a claim under this Section shall be entitled to reimbursement for all reasonable legal fees and expenses in connection therewith.

For purposes of this Section 5.2, the phrase “to Purchaser’s knowledge” shall mean the actual knowledge of designated staff liaisons of the Purchaser without any special investigation.

6. Seller’s Obligations as to Leases

6.1. Except for pending matters disclosed in writing to the Purchaser prior to the Effective Date and on such terms as so disclosed to Purchaser, Seller shall not, between the date of this Contract and the Closing, without Purchaser’s prior written consent (which consent shall not be unreasonably withheld or delayed): (a) amend, renew or extend any Lease in any respect, except to the extent required by law or by the express terms of such Lease; (b) grant a written lease to any person or entity not occupying space in the Premises as of the date hereof; (c) terminate any lease except by reason of a default by the tenant thereunder and with prior written consent of Purchaser; (d) consent to the assignment of a Lease or subletting by any tenant except as required by the terms of the applicable Lease or by law or (e) permit anyone to use or occupy any space pursuant to an oral agreement. Seller shall not, without Purchaser’s prior written consent (which may be granted or denied at Purchaser’s discretion) enter into any lease or other occupancy agreement with any person or entity directly or indirectly affiliated with or related to Seller, Seller’s managing agent, or any principal of Seller or Seller’s managing agent (a “Related Lease Transaction”).

6.2. Except for pending matters disclosed in writing to the Purchaser prior to the Effective Date and on such terms as so disclosed to Purchaser, Seller shall not, between the date of this Contract and the Closing, permit the occupancy of, or enter into any new lease, occupancy agreement or license agreement for, space in the Building without Purchaser’s prior written consent.

6.3. Seller shall not grant any concessions or rent abatements for any period following the Closing without Purchaser’s prior written consent.

6.4. Seller hereby indemnifies and agrees to defend Purchaser against any claims made by tenants in the Premises with respect to (a) their security deposits other than claims with respect to tenants’ security deposits to the extent paid, credited or assigned to Purchaser pursuant

to Section 10.1 and (b) matters arising prior to the Closing. The foregoing indemnity and agreement shall survive the Closing and shall be in lieu of any escrow, and Purchaser hereby waives any right it may have to require any such escrow. Seller shall have no liability to Purchaser for any claims pursuant to this Section 6.4 unless written notice containing a description of the specific nature of such claim shall have been given by Seller to Purchaser prior to the expiration of the Survival Period and an action shall have been commenced by Seller against Purchaser within the Survival Period.

7. Responsibility for Violations

7.1. All notes or notices of violations of law or governmental ordinances, orders or requirements which were noted or issued prior to the date of this Contract by any governmental department, agency or bureau having jurisdiction as to conditions affecting the Premises and all liens which have attached to the Premises prior to the Closing shall be removed or complied with by Seller and Seller shall pay any fines or penalties imposed by reason of any such violations.

7.2. If Seller fails to cure violations as provided above, prior to closing, Purchaser may elect to proceed with closing and adjust the Purchase Price to reflect the cost of compliance.

8. Destruction, Damage or Condemnation

8.1. Damage by Casualty.

a) Damage less than \$500,000. If, prior to Closing, there shall occur damage to the Premises caused by fire or other casualty which would cost less than \$500,000 (the "Casualty Threshold") to repair, as reasonably determined by an engineer and/or contractor selected by Seller and reasonably satisfactory to Purchaser, and such fire or other casualty does not adversely affect the lobby, building-wide systems, or common areas and the continued operation of the balance of the Premises not damaged and does not give rise to rent abatement or termination rights of lessees under Leases covering more than 10% (the "Percentage") of the rentable square feet of the Building, then Purchaser shall not have the right to terminate this Contract by reason thereof, but Seller shall assign to Purchaser at the Closing, by written instrument in form and substance reasonably satisfactory to Purchaser, all of the insurance proceeds payable on account of any such fire or casualty, shall deliver to Purchaser any such proceeds actually paid to Seller, and shall afford to Purchaser at Closing a credit against the balance of the Purchase Price in an amount equal to any deductible. If the limit of Seller's insurance policy with respect to a casualty at the Premises is less than the cost of restoration, then Buyer shall be entitled to a further reduction in the Purchase Price in an amount equal to the difference between the cost of restoration and the limit of such insurance policy (less the deductible). The proceeds of rent interruption insurance, if any, shall on the Closing Date be appropriately apportioned between Purchaser and Seller.

b) Damage in Excess of \$500,000. If prior to the Closing there shall occur damage to the Premises caused by fire or other casualty which would cost an amount equal to the Casualty Threshold or more to repair, as reasonably determined by an engineer or contractor selected by Seller and reasonably satisfactory to Purchaser, or the damage affects the lobby, building-wide systems, or common areas or the continued operation of the balance of the Premises not damaged or gives rise to rent abatement or

termination rights of lessees under leases covering more than the Percentage of the rentable square feet of the Building, then Purchaser may elect to terminate this Contract by notice given to Seller within twenty (20) days after Seller has given Purchaser notice that such damage occurred, or at the Closing, whichever is earlier, upon which termination, Seller shall deliver the Downpayment to Purchaser, this Contract shall thereupon be null and void and neither party hereto shall thereupon have any further obligation to the other, except for those obligations and liabilities that are expressly stated to survive termination of this Contract. If Purchaser does not elect to terminate this Contract, then the Closing shall take place as herein provided, without abatement of the Purchase Price, and Seller shall assign to Purchaser at the Closing, by written instrument in form reasonably satisfactory to Purchaser, all of the insurance proceeds payable on account of any such fire or casualty, shall deliver to Purchaser any such proceeds or awards actually paid to Seller, and shall afford to Purchaser at Closing a credit against the balance of the Purchase Price in an amount equal to any deductible. The proceeds of rent interruption insurance, if any, shall on the Closing Date be appropriately apportioned between Purchaser and Seller.

c) Seller agrees not to repair any damage to the Premises (other than emergency repairs) without Purchaser's prior written consent and not to incur Reimbursable Amounts totaling in the aggregate in excess of \$10,000 without Purchaser's prior written consent. Purchaser shall have the right to participate in any discussions, claims adjustments or settlements with insurance companies regarding any damage to the Premises. Purchaser shall not unreasonably delay or withhold consent to repair damage that may affect the ongoing operations of the Premises.

d) The term "Reimbursable Amounts" shall mean costs and expenses actually and reasonably incurred by or for the account of Seller in connection with fire or other casualty for (x) compliance with governmental ordinances, orders or requirements of any governmental department, agency or bureau having jurisdiction of the Premises, (y) safeguarding the Premises or any part thereof, including any protective restoration or (z) emergency repairs made by or on behalf of Seller (to the extent Seller has not theretofore been reimbursed by its insurance carrier). All Reimbursable Amounts shall be paid by Seller no later than Closing.

8.2. Condemnation. If after the execution and delivery of this Contract and prior to Closing, any proceedings are instituted by any governmental authority which shall relate to the proposed taking of all or any portion of the Premises by eminent domain, or if all or any portion of the Premises is taken by eminent domain after the date of this Contract and prior to the Closing, Seller shall promptly notify Purchaser in writing no later than two business days after Seller's receipt of any notification or the date of Closing, whichever occurs earlier. Purchaser shall thereafter have the right and option to terminate this Contract by giving written notice to Seller within thirty (30) days after receipt by Purchaser of the notice from Seller or on the Closing Date, whichever is earlier, but in no event sooner than fifteen (15) days after receipt by Purchaser of such notice. If the Closing Date was scheduled to occur after the institution of such proceeding, then, at Purchaser's Option, the Closing Date shall be deemed adjourned in order that Purchaser shall have its full thirty-day period within which to determine whether or not to proceed with Closing. If Purchaser timely terminates this Contract, Purchaser shall be entitled to receive the Downpayment and this Contract shall thereupon be terminated and become void and

of no further effect, and neither party hereto shall have any obligations of any nature to the other hereunder or by reason hereof, except for those obligations and liabilities that are expressly stated to survive termination of this Contract. If Purchaser does not elect to terminate this Contract, the parties hereto shall proceed to the Closing and at the Closing, Seller shall assign to Purchaser all of its right, title and interest in all awards in connection with such taking and shall pay to Purchaser any award paid to Seller with respect to such taking. Purchaser shall have the right to participate in discussions or proceedings with any governmental authority relating to the proposed taking of any portion of the Premises.

8.3. The provisions of this Section 8 shall survive the Closing.

9. Covenants of Seller

Seller covenants that between the date of this Contract and the Closing:

9.1. Seller shall maintain in full force and effect until the Closing the Insurance Policies.

9.2. No fixtures, equipment or personal property included in this sale shall be removed from the Premises unless the same are replaced with similar items of at least equal quality prior to the Closing.

9.3. Seller shall allow Purchaser or Purchaser's representatives access to the Premises (provided such access shall not unreasonably interfere with the occupancy of tenants), the Leases and other documents required to be delivered under this Contract upon reasonable prior notice at reasonable times.

9.4. Seller shall operate the Premises in substantially the same manner as the Premises are being operated on the date of this Contract.

10. Seller's Closing Obligations

10.1 At the Closing, Seller shall deliver the following to Purchaser, all of which shall be acceptable to Purchaser:

- a) A limited warranty deed for the Premises.
- b) All Leases, assignments of leases, subleases, subordination, nondisturbance and attornment agreements and tenant files and records, as well as, to the extent required by the Leases, tenant estoppel letters.
- c) A schedule of all security deposits and a check or credit to Purchaser in the amount of any cash security deposits, including any interest thereon, held by Seller on the Closing Date.
- d) A schedule updating the Rent Schedule and setting forth all arrears in rents and all prepayments of rents. Such updated Rent Schedule must show all Leases remaining in full force and effect with no defaults thereunder.

e) An assignment to Purchaser, without recourse or warranty, of all of the interest of Seller in the certificates, permits and other documents to be delivered to Purchaser at the Closing which are then in effect and are assignable by Seller.

f) To the extent they are then in Seller's possession and not posted at the Premises, certificates, licenses, permits, authorizations and approvals issued for or with respect to the Premises by governmental and quasi-governmental authorities having jurisdiction.

g) Seller shall make all other Building and tenant files and records which were given, received or had activity during the three (3) years prior to the Effective Date, including those contained on computer software, available to Purchaser for copying, which obligation shall survive the Closing.

h) An original letter, executed by Seller or by its agent, advising the tenants of the sale of the Premises to Purchaser and directing that rents and other payments thereafter be sent to Purchaser or as Purchaser may direct.

i) The written consent of the partners to the extent required by the partnership agreement of Seller and delivery of a certificate executed by the authorized agent of the partnership attaching true and correct copies of the applicable organizational documents of Seller to affirm that the sale and conveyance of title comply with the requirements of such organizational documents.

j) Possession of the Premises in the condition required by this Contract, subject to the Leases, and keys and codes therefor.

k) A blanket assignment, to the extent transferable, of all Seller's right, title and interest, if any, to all contractors', suppliers', materialmen's and builders' guarantees and warranties of workmanship and/or materials in force and effect with respect to the Premises on the Closing Date and a true and complete copy of each thereof.

l) A certificate of Seller confirming that the warranties and representations of Seller set forth in this Contract are true and complete on and as of the Closing Date (the statements made in such certificate shall be subject to the same limitations on survival as are applicable to Seller's representations and warranties under Section 4).

m) A blanket assignment of all Leases and an agreement to indemnify and defend Purchaser against any claims made by tenants, subtenants, occupants or licensees arising out of any failure of Seller to perform its obligations prior to the Closing Date.

n) Upon request of Purchaser, a bill of sale transferring to Purchaser the Personal Property free and clear of all liens and encumbrances.

o) Closing Statement.

p) South Carolina Department of Revenue tax compliance letter or other evidence satisfactory to Purchaser as to the subject thereof.

q) Estoppel letters from tenant under the Leases of at least ninety percent (90%) of the square footage of the Building dated within thirty (30) days of the Closing and acceptable to Purchaser, together with Subordination, Nondisturbance and Attornment Agreements from such tenants if requested by Purchaser. Seller shall use good faith efforts to obtain estoppels from tenants under all Leases; Seller shall provide landlord estoppel certificates for any not obtained from tenants, up to ten percent (10%) of the square footage of the Building.

r) An assignment of all Service Contracts that Purchaser elects to assume.

s) Any other documents required by this Contract to be delivered by Seller.

11. Purchaser's Closing Obligations

At the Closing, Purchaser shall:

11.1. Pay to Seller the portion of the Purchase Price payable at the Closing, as adjusted for apportionments under Section 12 and any other credits, increases, or adjustments provided in this Contract.

11.2.[Intentionally deleted]

11.3. Deliver to Seller an agreement to be contained in the assignment of Leases assuming all of landlord's obligations under the Leases from and after the Closing Date and any subordination, nondisturbance and attornment agreement given by Seller to a subtenant from and after the Closing Date.

11.4. Deliver to Seller a certificate confirming that the warranties and representations of Purchaser set forth in this Contract are true and complete as of the Closing Date (the statements made in such certificate shall be subject to the same limitations on survival as are applicable to Purchaser's representations and warranties under Section 5).

11.5. Closing Statement.

11.6. Deliver any other documents required by this Contract to be delivered by Purchaser.

12. Apportionments

12.1. The parties will arrange for reading of meters and transfer of accounts for water, sewer, and power on Closing Date, so as to avoid the need of apportionment of those expenses. Notwithstanding the foregoing, expenses that are passed through to tenants shall be apportioned as provided below for Additional Rents.

12.2. The following apportionments shall be made between the parties at the Closing as of the close of business on the day prior to the Closing Date:

- a) prepaid rents and Additional Rents;
- b) real estate taxes;
- c) charges under transferable Service Contracts that Purchaser has elected to assume;
- d) If any tenant is in arrears in the payment of rent on the Closing Date, rents received from such tenant after the Closing shall be applied in the following order of priority unless otherwise designated by such tenant: (a) first to the month in which the Closing occurred; (b) then to any month or months following the month in which the Closing occurred; and (c) then to the period prior to the month in which the Closing occurred. If rents or any portion thereof received by Seller or Purchaser after the Closing are payable to the other party by reason of this allocation, the appropriate sum shall be promptly paid to the other party, which obligation shall survive the Closing.
- e) Tenants are required to pay percentage rent, escalation and pass-through charges for items such as real estate taxes, operating expenses, utilities, and other charges, ("Additional Rents"). For any Additional Rents collected by Purchaser after the Closing which are attributable in whole or in part to any period prior to the Closing, Purchaser shall promptly pay to Seller Seller's proportionate share thereof, less a proportionate share of any reasonable attorneys' fees, costs and expenses of collection thereof, if and when the tenant paying the same has made all payments of rent and Additional Rent then due to Purchaser pursuant to the tenant's Lease, which obligation shall survive the Closing. If any tenant is or becomes entitled to a refund of overpayments of Additional Rent which are attributable in whole or in part to any period prior to the Closing, Seller shall pay to Purchaser an amount equal to the amount of such refund attributable to any such period within ten days after notice from Purchaser, which obligation shall survive the Closing. If the parties are able to agree on an estimated amount for Additional Rents as of the Closing Date, Purchaser and Seller may elect to adjust the Purchase Price by the estimated amount, in which case no obligations related to Additional Rents shall survive Closing.
- f) Prior to Closing Seller shall terminate the existing management agreement with Executive Management & Leasing, Inc. ("EM&L Contract") and any Service Contracts Purchaser has elected not to assume and pay any expenses related to such termination.
- g) Seller shall pay the cost of all deed stamps and transfer taxes, all costs to satisfy all Existing Mortgages and Seller's attorneys' fees. Purchaser shall pay the nominal deed and assignment recording costs, title and survey costs and Purchaser's attorneys' fees.

13. Objections to Title, Vendee's Lien, Remedies for Purchaser's Default, Procedure on Termination of Contract by Purchaser

13.1. Purchaser shall promptly order an examination of title and shall cause a copy of the title report to be forwarded to Seller's attorney along with Purchaser's title objections. Purchaser, at its option, may order a survey of the Premises and notify Seller of its objections thereto. Seller shall be entitled to up to 30 days to remove any defects in or objections to title (other than Permitted Exceptions) noted in such title objection letter or survey and any other defects or objections (other than Permitted Exceptions) which may be disclosed in subsequent title or survey updates on or prior to the Closing Date.

13.2. If Seller shall be unable to convey title to the Premises at the Closing in accordance with the provisions of this Contract, Purchaser, nevertheless, may, in its sole discretion, elect to accept such title as Seller may be able to convey without any credit against the monies payable at the Closing or liability on the part of Seller. If Purchaser shall not so elect, Purchaser may terminate this Contract, receive a refund of the Downpayment and Seller shall reimburse Purchaser for its expenses in connection with this Contract. Seller shall not be required to bring any action or proceeding or to incur any expense in excess of \$10,000 to cure any title defect or to enable Seller otherwise to comply with the provisions of this Contract, but the foregoing shall not permit Seller to refuse to pay off at the Closing, to the extent of the monies payable at the Closing, mortgages or other liens on the Premises which can be satisfied or discharged by payment of a sum certain, other than Existing Mortgages.

13.3. Any unpaid taxes, assessments, water charges and sewer rents, together with the interest and penalties thereon to a date not less than two days following the Closing Date, and any other liens and encumbrances which Seller is obligated to pay and discharge or which are against corporations, estates or other persons in the chain of title, together with the cost of recording or filing any instruments necessary to discharge such liens and encumbrances of record, may be paid out of the proceeds of the monies payable at the Closing.

13.4. Notwithstanding anything to the contrary contained herein, if Purchaser shall default in the performance of its obligations under this Contract, the sole remedy of Seller shall be to retain the Initial Downpayment and fifty percent (50%) of the Additional Downpayment as liquidated damages for all loss, damage and expense suffered by Seller, including without limitation the loss of its bargain.

13.5. If Seller shall default in the performance of its obligations under this Contract, Purchaser shall have the right

(a) to seek specific performance of such obligations, or

(b) to terminate this Contract, receive a refund of the Downpayment, and receive reimbursement by Seller of reasonably documented Purchaser's expenses associated with this Contract not to exceed \$100,000.00,

14. Broker

14.1. Real Estate Brokers and Commission. Seller and Purchaser hereby acknowledge the services of Executive Management and Leasing, Inc. as Real Estate Broker and agent for the Seller in this transaction. All commissions and fees of Seller's Broker are to be paid by Seller at Closing, and Purchaser shall have no obligations with respect thereto. Seller shall indemnify, defend and hold the Purchaser harmless against any claims for real estate commissions made by anyone claiming representation of the Seller in this transaction, other than Executive Management and Leasing, Inc. acting as the Seller's Broker, the commissions and fees for which shall be paid by Seller at Closing. Such obligation to indemnify and hold harmless shall include, without limitation, all costs and attorneys' fees relating to litigation and other proceedings, which obligations shall survive Closing and the delivery of the Deed or the termination of this Agreement for any reason.

15. Notices

15.1. All notices under this Contract shall be in writing and shall be delivered personally with receipt acknowledged or shall be sent by (i) prepaid certified mail, or (ii) prepaid nationally recognized overnight courier for next business day delivery with receipt acknowledged, in each case addressed as set forth below or as Seller or Purchaser shall otherwise have given notice as herein provided. Notice sent by certified mail shall be deemed received on the third business day following mailing. Notice sent by overnight courier shall be deemed received on the first business day following delivery to the overnight courier. Any notice under this Contract may be given by the attorneys of the respective parties who are hereby authorized to do so on their behalf.

To Purchaser:

City of Columbia, South Carolina
1737 Main Street (P.O. Box 147)
Columbia, SC 29201 (20217)
Attn: Teresa Wilson, City Manager
Email: Teresa.Wilson@columbiasc.gov

To Seller:

MS Joint Venture
Attention: David Loy
P. O. Box 1239
Columbia, SC 29202

and

1401 Main Street, Suite 670
Columbia, SC 29201
Email: dloy@emandl.com

Broker:

EM&L, Inc.
 1401 Main Street, Suite 670
 Columbia, SC 29201
 803-771-9884
 Email: jschaffer@emandl.com

16. Limitations on Survival of Representations, Warranties, Covenants and other Obligations

16.1. Except as otherwise provided in this Contract, no representations, warranties, covenants or other obligations of Seller set forth in this Contract shall survive the Closing, and no action based thereon shall be commenced after the Closing.

16.2. The delivery of the deed by Seller, and the acceptance thereof by Purchaser, shall be deemed the full performance and discharge of every obligation on the part of Seller to be performed hereunder, except those obligations of Seller which are expressly stated in this Contract to survive the Closing.

17. Due Diligence Period

17.1. During the Due Diligence Period (as hereinafter defined), Purchaser shall have the right to have the Premises evaluated and inspected during reasonable hours, after reasonable notice to Seller, and to obtain such reports and assessments as Purchaser may desire including without limitation the following inspection reports with respect to the Premises, at Purchaser's sole cost and expense:

a) An inspection and report (the "Environmental Report") from a licensed environmental inspection laboratory or a licensed engineer (the "Inspection Company") with respect to the presence or absence of hazardous or toxic substances or conditions at the Premises including, without limitation, asbestos, mold, polychlorinated biphenyls, petroleum products and those hazardous substances defined in the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 *et seq.* and all amendments thereto, the Superfund Amendments and Reauthorization Act, 42 U.S.C. §9601 *et seq.*, and the rules and regulations promulgated thereunder; and

b) An inspection and report (the "Engineering Report") from a licensed engineer and other appropriate professionals (collectively, the "Engineer") with respect to the structural and general physical condition of the Premises, all mechanical systems and utilities servicing the Premises, curtain walls, roofs, wells, septic and drainage systems, and compliance with the Americans with Disabilities Act (collectively, "Building Conditions").

"Due Diligence Period" means the time period commencing on the Effective Date and ending on the date which is ninety (90) days thereafter ("Initial Due Diligence Period"), unless

extended for thirty (30) additional days by written notice of Purchaser to Seller prior to the end of the Initial Due Diligence Period, which extension shall not alter the Closing Date.

17.2.

a) Purchaser shall cause copies of the Environmental Report and Engineering Report, if any (collectively, the "Reports") to be delivered to Seller prior to the expiration of the Due Diligence Period.

b) In the event that Purchaser determines, in Purchaser's sole discretion, during the Due Diligence Period that the Premises is not suitable for Purchaser's intended use thereof, then Purchaser may terminate this Contract by delivery of written notice thereof to Seller on or before the end of the last day of the Due Diligence Period, and if Purchaser terminates this Contract pursuant to this Section 17.2, Purchaser shall have the right to receive an immediate refund of all Downpayment, whereupon this Contract shall automatically terminate and the parties shall have no further obligation to each other, except as expressly provided in this Contract to the contrary with respect to those matters which survive the expiration or earlier termination of this Contract. If Purchaser does not so terminate this Contract, this Contract shall remain in full force and effect, the Downpayment shall be applied toward the Purchase Price at Closing, and the Initial Downpayment shall thereafter be nonrefundable to Purchaser and payable to Seller if Purchaser does not close for any reason except in the event of a default by Seller under this Contract or as otherwise provided herein.

17.3. Within ten (10) days after the date hereof (or prior to execution hereof), Seller shall provide one copy of each of the materials listed on Schedule E ("Due Diligence Materials") to Purchaser with respect to the Premises to the extent same are in Seller's possession or control and not previously provided to Purchaser. During the Due Diligence Period, Seller agrees to cooperate in all reasonable respects with Purchaser and agrees to make available to Purchaser and its agents all of the books, files and records relating to the Premises which are in the possession or under the control of Seller. Notwithstanding the foregoing, Purchaser shall not have the right to conduct a Phase II Environmental Assessment or make any other intrusive tests without Seller's prior written consent, which shall not be unreasonably withheld, delayed or conditioned.

18. Miscellaneous Provisions

18.1. Contracts relating to the Premises.

a) Service contracts. Service Contracts for maintenance of the Premises will be provided by Seller to Purchaser as part of the Due Diligence Materials. Seller and Purchaser agree to cooperate prior to and after Closing with respect to the Service Contracts as follows:

1) Except for EM&L Contract, Seller will not terminate any Service Contracts prior to Closing, except with written consent of Purchaser or at the direction of Purchaser. Purchaser, at its option, may require Seller

to terminate any or all of the Service Contracts prior to Closing at Seller's expense;

2) If any Service Contracts terminate prior to Closing, Seller will cooperate with Purchaser in extending, renewing, or replacing such contracts if so desired by Purchaser; and

3) Seller agrees to assign to Purchaser, and Purchaser agrees to assume such Service Contracts as Purchaser desires to assume whose terms continue beyond the date of Closing.

18.2. Assignment of Contract. Purchaser shall not assign this Contract or its rights hereunder without the prior written consent of Seller, which consent may be withheld in Seller's sole discretion for any reason. No permitted assignment of Purchaser's rights under this Contract shall be effective against Seller unless and until an executed counterpart of the instrument of assignment shall have been delivered to Seller and Seller shall have been furnished with the name and address of the assignee. The term "Purchaser" shall be deemed to include the assignee under any such effective assignment.

18.3. This Contract together with the attached Schedules embodies and constitutes the entire understanding between the parties with respect to the transaction contemplated herein, and all prior agreements, understandings, representations and statements, oral or written, are merged into this Contract. Neither this Contract nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument signed by the party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

18.4. This Contract shall be governed by, and construed in accordance with, the laws of the State of South Carolina.

18.5. The captions in this Contract are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Contract or any of the provisions hereof.

18.6. This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs or successors and permitted assigns.

18.7. This Contract shall not be binding or effective until reduced to final form in a writing properly executed and delivered by both Seller and Purchaser.

18.8. As used in this Contract, the masculine shall include the feminine and neuter, the singular shall include the plural and the plural shall include the singular, as the context may require.

18.9. If the provisions of any schedule or rider to this Contract are inconsistent with the provisions of this Contract, the provisions of such schedule or rider shall prevail.

18.10. This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall be one instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date first above written.

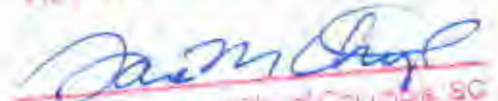
PURCHASER:

The City of Columbia, South Carolina.

By _____

Its _____

APPROVED AS TO FORM


Legal Department City of Columbia, SC

SELLER:

MS JOINT VENTURE,

a South Carolina general partnership

By: _____ (SEAL)

Melinda G. Parrish, Executive
Committee Member as Representative
of MS Investments, L.P.

By: _____ (SEAL)

David R. Loy, Executive
Committee Member as Representative
of MS Investments, L.P.

By: _____ (SEAL)

David R. Loy, Executive
Committee Member as Representative
of MS Limited Two, LLC

Schedule A**Description of Land**

The Land on which the Building is located designated as Richland County Tax Map Parcel No. 09013-04-07 as generally shown on the GIS Map attached hereto.

2/12/2020

Richland County GeoInfo

1401 MAIN ST | R09013-04-07

Print



Address

Address	1401 MAIN ST
Municipality	Columbia
School District	Richland School District 1
Garbage Coll. Day	No Pickup
Recycling Coll. Day	No Pickup
Yard Trash Coll. Day	No Pickup
Latitude	34.00410
Longitude	-81.03525
Elevation	308 ft

Census

Year	2010	2000	1990
Avg Hshld Income	\$42,554	\$15,455	\$5,416
Avg Home Value	\$236,100	\$0	\$87,500
Pop. Density (/sqmi)	0	0	100

Property

TMS	R09013-04-07
Owner	MS JOINT VENTURE
Beds	0.0
Baths	26.0
Heated Sqft	226,005
Year Built	1976
Tax District	1CC
Land Value	\$708,400
Building Value	\$12,614,700
Taxable Value	\$13,323,100
Market Value	\$13,323,100
Last Sale	\$0 (12/24/1990)
Zoning	C-5
Secondary Zoning	
Owner Occupied	No

Political

Voting Precinct	Ward 30
Voting Location	Arsenal Hill Park
County Council Dist.	4
County Council Rep.	Paul Livingston
SC Senate Dist.	20
SC Senate Rep.	Richard Harpootlian
SC House Dist.	72
SC House Rep.	Seth C. Rose
County Magistrate Dist.	COLUMBIA
County Magistrate	JUDGE STEPHANIE BESS
Congressional Dist.	6
Congressional Rep.	James Clyburn
Sheriff Region	3

Disclaimer: This application is a product of the Richland County GIS Department. The data displayed here has been developed with extensive cooperation from other county departments, as well as other federal, state and local government agencies. Richland County expressly disclaims responsibility for damages or liability that may arise from the use of the information presented herein.

www.richlandmaps.com/apps/geoinfo/?lat=34.00410&lon=-81.03525&zoom=17&taxid=R09013-04-07&print=1

1/1

Schedule B

[Intentionally deleted]

Schedule C

[Intentionally deleted]

Schedule D
Pending Litigation

None

Schedule E

Due Diligence Materials

The following, to the extent they are in Seller's possession or control:

1. Copy of any owner's title insurance commitment and/or policy with all exhibits.
2. Copies of the 2018 and 2019 property tax bills.
3. A copy of any surveys and plats.
4. A copy of any environmental, engineering and soils reports, including reports of test borings.
5. Copy of all inspections, plans, reports or permits pertaining to the Premises.
6. Copy of insurance policies and certificates on the Premises.
7. Copy of all zoning information related to the Premises.
8. Copies of all covenants, restrictions and declarations that encumber the Premises.
9. Copies of all Leases and all amendments and copies of notices relating thereto given or received during the last three (3) years prior to the Effective Date or which have not yet been resolved.
10. Current rent roll.
11. Copies of all notices received from governmental entities during the last three (3) years prior to the Effective Date or which have not yet been resolved.
12. Any other information pertaining to the Premises that Purchaser requests from Seller; such items shall be provided to Purchaser (or Seller shall notify Purchaser that such information is not within its possession or control) within five (5) business days after Purchaser's request therefor; these items may be requested and provided throughout the Due Diligence Period.

Schedule F

ESCROW CONDITIONS

(1) In performing any of its duties hereunder, Escrow Agent shall not incur any liability to anyone for any damages, losses, or expenses, unless such action or omission is negligent, willful or inconsistent with the provisions of this Contract. Escrow Agent may rely upon any instrument as being duly executed, valid, and effective, and as containing accurate information and genuine signatures.

(2) Notwithstanding anything in this agreement to the contrary, in the event of a dispute between Seller and Purchaser arising prior to or at the time of the delivery or other disposition of the Earnest Money by Escrow Agent pursuant hereto, which dispute shall be sufficient, in the sole discretion of Escrow Agent, to justify its doing so, Escrow Agent shall be entitled to tender the Earnest Money into the registry or custody of any court of competent jurisdiction, together with such legal pleadings as it may deem appropriate, and thereupon Escrow Agent shall be discharged from all further duties and liabilities under this agreement. Any such legal action may be brought in such court as Escrow Agent shall determine to have jurisdiction thereof. Escrow Agent's determination of whether a dispute exists between Seller and Purchaser shall be binding and conclusive upon all parties hereto, notwithstanding any contention that no dispute exists. All costs and expenses incurred by Escrow Agent in taking any action pursuant to this paragraph shall be covered by and paid pursuant to the indemnification of Escrow Agent contained in the following paragraph.

(3) Purchaser and Seller shall, and do hereby, jointly and severally indemnify, defend, and hold Escrow Agent harmless from, against, and in respect of: (i) any and all demands, judgments, expenses, costs, losses, injuries, or claims of any kind whatsoever whether existing on the date hereof or hereafter arising, incurred by Escrow Agent by reason of, from, or in connection with this agreement or any action taken or not taken by Escrow Agent under or in connection with this agreement; and (ii) any and all counsel fees, expenses, disbursements of counsel, amounts of judgments, demands, assessments, costs, fines, or penalties, and amounts paid in compromise or settlement, incurred or sustained by Escrow Agent by reason of, in connection with, or as a result of any claim, demand, action, suit, investigation, or proceeding (or any appeal thereof or relating thereto or other review thereof) incident to the matters covered by the immediately preceding clause (i).

(4) If Escrow Agent shall notify Seller and Purchaser of its desire to be relieved of any further duties and liabilities hereunder, then Escrow Agent shall deliver the Earnest Money to a successor escrow agent designated by Seller and Purchaser. If Seller and Purchaser shall fail to agree upon and designate a successor escrow agent within ten (10) days after having been requested by Escrow Agent to do so, then Escrow Agent shall in its discretion designate the successor escrow agent. The successor escrow agent designated by Seller and Purchaser or by Escrow Agent, as the case may be, shall be a bank or trust company having trust powers in good standing and located in Columbia, South Carolina, and shall agree to be bound by all the terms and conditions of this agreement. Immediately upon agreement by the successor escrow agent to be bound by all the terms and conditions of this agreement, the original Escrow Agent shall be

relieved of any and all duties and liabilities under or in connection with this agreement; provided, however, that no successor escrow agent shall assume any liability for the acts or omissions of its predecessor escrow agent(s) hereunder.

(5) The agency created in Escrow Agent hereby is coupled with an interest of Seller and Purchaser and shall be binding upon and enforceable against the respective heirs, successors, legal representatives and assigns of Seller and Purchaser. This escrow shall not be revoked or terminated by reason of the death, incompetency, dissolution, or liquidation of Seller or Purchaser, but shall continue to be binding upon and enforceable against the respective heirs, successors, legal representatives and assigns of Seller and Purchaser in the manner provided herein. In the event of the death, incompetency, dissolution, or liquidation of Seller or Purchaser, Escrow Agent may rely and act upon any notices permitted or required to be given hereunder from any person, firm, partnership, or corporation believed by Escrow Agent in good faith to be the heir, successor, legal representative or assign of such dissolved or liquidated party.

(6) The address for the receipt of notices and other communications by Escrow Agent hereunder is as follows:

Turner Padget Graham & Laney, P.A.
1901 Main Street, 17th Floor
Columbia, SC 29201
Attn: Lanneau W. Lambert, Jr.
Telephone: 803-227-4284
Telecopy: 803-400-1501
Email: LLambert@TurnerPadget.com

RESOLUTION NO.: R-2020-031

Authorizing the City Manager to execute an Amendment to Lease Agreement Extending Term of Lease for 715 Bluff Road for use as the Police Substation and Property Storage Facility

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2020, that the City Manager is hereby authorized to execute the attached Amendment to Lease Agreement Extending Term of Lease, or on a form approved by the City Attorney, for the lease of 715 Bluff Road for use as the Police Substation and Property Storage Facility.

(Funding Source: 1012403-636300).

Requested by:

City Manager _____

Mayor

Approved by:

City Manager

ATTEST:

Approved as to form:



Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:



807 Gervais Street, Suite 200
Columbia, SC 29201
+1 803 254 0100
www.naicolumbia.com

STATE OF SOUTH CAROLINA)
) **AMENDMENT TO LEASE AGREEMENT**
COUNTY OF RICHLAND) **EXTENDING TERM OF LEASE**

THIS AGREEMENT made this ____ day of February 2020 by and between Edens/Graham Partners, LLC, hereinafter referred to as Landlord, and City of Columbia hereinafter referred to as Tenant.

WITNESSETH:

WHEREAS, Landlord and Tenant entered into a Lease Agreement in January 2015 for a period of sixty one (61) months commencing March 10, 2015 and terminating April 30, 2020 for the leased premises described as all of that certain office space containing 58,187 square feet located at 715 Bluff Road, in the City of Columbia, County of Richland, State of South Carolina and

WHEREAS, Landlord and Tenant now mutually desire to extend the term of the Lease Agreement for an additional period:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the mutual promises and covenants contained herein and other valuable consideration, Landlord hereby grants and leases unto Tenant, and Tenant hereby accepts and agrees to lease from Landlord, said 58,187 square feet of space for a term commencing May 1, 2020 and terminating April 30, 2025 and Tenant further agrees to pay rental therefore at the rate of:

No. of Months	From	To	Monthly Rental	Annual Rent	Lease Rate
12	5/1/2020	4/30/2021	\$17,940.99	\$215,291.90	\$3.70
12	5/1/2021	4/30/2022	\$18,474.37	\$221,692.47	\$3.81
12	5/1/2022	4/30/2023	\$19,007.75	\$228,093.04	\$3.92
12	5/1/2023	4/30/2024	\$19,589.62	\$235,075.48	\$4.04
12	5/1/2024	4/30/2025	\$20,171.49	\$242,057.92	\$4.16

WHEREUPON, the original Lease Agreement is hereby deemed to continue in force and be binding in full upon the parties hereto in all of its terms and provisions except as amended and modified above.

IN WITNESS WHEREOF, the parties have signed their hands, affixed their seals, and caused this Amendment to Lease Agreement to be executed the day and year above written.

WITNESSES:

LANDLORD: Edens/Graham Partners, LLC

By:

Its:

TENANT: City of Columbia

By: _____

Its:

APPROVED AS TO FORM



807 Gervais, Suite 301
Columbia, South Carolina 29201
803.254.0100
1.888.251.0102

STATE OF SOUTH CAROLINA)

LEASE

COUNTY OF RICHLAND)

THIS AGREEMENT, made this ____ day of January, 2015, by and between Edens/Graham Partners, LLC, or its assigns, hereinafter called "Landlord," and City of Columbia, hereinafter called "Tenant."

WITNESSETH

In consideration of the covenants and agreement of the respective parties herein contained, the parties hereto, for themselves, their heirs, successors, distributees, executors, administrators, legal representatives and permitted assigns, do hereby agree as follows:

A. Leased Premises:

Landlord by these presents does hereby demise and let unto Tenant, and Tenant leases and hires from Landlord all those certain Premises, together with the buildings and other improvements thereon, for the term and upon the rental and the covenant and agreements of the respective parties herein set forth. Said Premises are situate, lying and being in the State of South Carolina, County of Richland, City of Columbia, located at 715 Bluff Road. Further described in the Richland County tax map records as Parcel # 11202, block 08, and lot 02 and outlined in Exhibit "A" attached. The Leased Premises hereunder contains 58,187 square feet and the total area of the building is approximately 58,187 square feet. Tenant's Pro Rata Share is 100%.

B. Term and Delivery of Premises:

TO HAVE AND TO HOLD said Premises unto Tenant for a term of sixty-one (61) months, beginning on the date upon which Landlord provides Tenant with a copy of an Approved Report (as that term is defined in Section 4 hereof) (the "Commencement Date"), and ending on the date sixty-one (61) months thereafter.

C. Covenants and Conditions of Lease:

This Lease is made on the following covenants and conditions which are expressly agreed to by Landlord and Tenant:

1. **Rent:** Tenant covenants to pay as rent to Landlord, beginning on the earliest date upon which Landlord has completed the Required Work (as that term is defined in Section 4 hereof) and delivered to Tenant a copy of an Approved Report, as follows:

Date	Monthly Base Rent	Annual Base Rent	PSF
Months 1 – 37 of the term of the Lease	\$16,971.20	\$203,654.40	\$3.50
Months 38 – 61 of the term of the Lease	\$17,841.00	\$215,291.90	\$3.70

Additionally, Tenant shall pay to Landlord as its monthly contribution to the taxes and building insurance, the initial annual sum of Forty Seven Thousand and Seventy and no/100ths Dollars, (\$47,070) payable in equal monthly installments of Three Thousand Nine Hundred and Twenty Two and 50/100ths Dollars (\$3,922.50).

In the event the annual reconciliation reveals a balance due from Tenant, Landlord will invoice Tenant for the remaining balance of its Pro Rata Share of costs and expenses. Tenant shall have thirty (30) days from the date of such invoice to pay

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recovery of possession by Landlord, then upon such abandonment, expiration, termination or recovery of possession and after ten (10) days' written notice to Tenant, which notice shall also be conspicuously posted on the Leased Premises, all personal property of any nature then remaining on the Leased Premises shall be deemed abandoned and title thereto shall vest exclusively to Landlord, unless Landlord shall give notice to Tenant to remove all or any part of such personal property in which event Tenant shall promptly, at its own expense, remove same or Landlord may do so at Tenant's expense and said expense shall be treated as additional Rent hereunder. Tenant hereby waives any claim for loss of damage arising from Landlord's dealing with Tenant's personal property pursuant to the terms of this Article and agrees to reimburse Landlord for all costs associated with the same.

18. Holdover: Should Tenant hold over the Leased Premises or any part thereof after the expiration of the term of this Lease, unless otherwise agreed in writing, such holding over shall be deemed to be occupying as a tenant at sufferance at a rent equal to 150% of the Rent paid for the last month under this Lease and all other terms and conditions shall apply.

20. Quiet Enjoyment: If and so long as Tenant pays the rents reserved by this lease and performs and observes all the covenants and provisions hereof, Tenant shall quietly enjoy the Leased Premises, subject, however, to the terms of this Lease, and Landlord will warrant and defend Tenant in the enjoyment and peaceful possession of the Leased Premises throughout the term of this Lease.

21. Waiver of Covenants: It is agreed that the waiving of any of the covenants of this Lease agreement by either party shall be limited to the particular instance and shall not be deemed to waive any other breaches of such covenant or any provision herein contained.

22. Default by Tenant: This Lease is made upon the condition that the Tenant shall punctually and faithfully perform all of the covenants and agreements by it to be performed as herein set forth, and if any of the following events of default shall occur, to-wit: (a) any installment of Rent, additional Rent, taxes, or any other sums required to be paid by Tenant hereunder, or any part thereof, shall at any time be in arrears and unpaid for fifteen (15) days after written demand therefor, or (b) there be any default on the part of Tenant in the observance or performance of any of the other covenants, agreements, or conditions of this Lease on the part of Tenant to be kept and performed, and said default shall continue for a period of fifteen (15) days after written notice thereof from Landlord to Tenant (unless such default cannot reasonably be cured within fifteen (15) days and Tenant shall have commenced to cure said default within said fifteen (15) days and continues diligently to pursue the curing of the same), or (c) Tenant shall file a petition in bankruptcy or be adjudicated a bankrupt, or file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation, or make an assignment for the benefit of creditors, or (d) any trustee, receiver or liquidator of Tenant or of all or any substantial part of its properties or of the Leased Premises shall be appointed in any action, suit or proceeding by or against Tenant and such proceeding or action shall not have been dismissed within thirty (30) days after such appointment, or (e) the leasehold estate hereby created shall be taken on execution or by other process of law, or (f) Tenant shall admit in writing its inability to pay its obligations generally as they become due, or (g) Tenant shall vacate or abandon the Leased Premises, then and in any of said cases, Landlord at its option may terminate this lease with full right to sue for and collect all sums or amounts with respect to which Tenant may then be in default and accrued up to the time of such entry, including damages to Landlord by reason of any breach or default on the part of Tenant, or Landlord may, if it elects to do so, bring suit for the collection of such rents and damages without entering into possession of the Leased Premises or voiding this Lease.

If Tenant at any time shall fail to pay any taxes, assessments, or liens, or to make any payment or perform any act required by this Lease to be made or performed by it, Landlord, without waiving or releasing Tenant from any obligation or default under this lease, may (but shall be under no obligation to) at any time thereafter make such payment or perform such act for the account and at the expense of Tenant.

All rights and remedies of Landlord herein enumerated shall be cumulative, and none shall exclude any other remedies allowed at law or in equity.

23. Exculpation: Tenant specifically agrees to look solely to Landlord's interest in the Leased Premises for recovery of any judgment from Landlord, it being specifically agreed that neither Landlord nor anyone claiming under Landlord shall ever be personally liable for any such judgment. In no event shall Landlord ever be liable to Tenant for any indirect or consequential damages.

24. Bankruptcy: In the event a petition in a bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of the property of Tenant shall be filed against Tenant in any court, pursuant to any statute either of the United States or of any state (hereinafter referred to as "Bankruptcy Law"), and if, within thirty (30) days thereafter, Tenant fails to secure a discharge thereof, or in the event Tenant shall voluntarily file any such petition or make an assignment for the benefit of creditors or petition for or enter into an arrangement, or if this Lease is taken under writ of execution (herein called "Act of Bankruptcy"), then Tenant shall be deemed in breach and default of this Lease and Landlord, in its discretion and at its election may, to the extent permitted by law, elect to cancel and terminate this Lease. Upon the cancellation and termination of this Lease pursuant to the provisions of this Article 24, Landlord, in addition to all the remedies provided by law, shall be entitled to all its remedies set forth in this Lease upon Tenant's default.

JW

In the event this Lease is assumed or assigned by a trustee pursuant to the provisions of the prevailing Bankruptcy Law, then the trustee shall cure any default under this Lease and shall provide such adequate assurance of future performance of this Lease as is required by the Bankruptcy Law including the following:

- (A) the source of Rent and other considerations due under this Lease;
- (B) that any Percentage Rent due under this Lease will not decline;
- (C) the assumption or assignment of this Lease will not breach any provision such as a radius, location, use or exclusivity provisions in any other lease, finance agreement or master agreement relating to the Leased Premises; and
- (D) the assumption or assignment of this Lease will not disrupt any tenant mix or balance.

In the event the trustee does not cure such defaults and provide such adequate assurances under the Bankruptcy Law, then this Lease shall be deemed rejected and Landlord shall have the right to immediate possession of the Leased Premises, and shall be entitled to all remedies provided by the Bankruptcy Law for damages for breach and/or termination of this Lease.

If this Lease shall be guaranteed on behalf of Tenant, all of the provisions of this Article with respect to the bankruptcy of Tenant, etc., shall be deemed to read "Tenant or the Guarantor hereof."

25. Failure to Perform Covenant: Any failure on the part of either party to this Lease to perform any obligation hereunder, and any delay in doing any act required hereby shall be excused if such failure or delay is caused by any strike, lockout, governmental restriction or any other similar cause beyond the control of the party so failing to perform, to the extent and for the period that such continues, save and except that the provisions of this paragraph shall not excuse a non-payment of Rent or other sums due hereunder on its due date.

26. Rights of Successors and Assigns: The covenants and agreements contained in the within Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto, their heirs, successors, distributees, executors, administrators, legal representatives, assigns and upon their respective successors, in interest, except as expressly otherwise herein provided.

27. Liens: Tenant will not permit any lien for moneys owing by Tenant to remain against the Leased Premises for a period of more than thirty (30) days following discovery of the same by Tenant; provided, however, that nothing herein contained shall prevent Tenant, in good faith and for good cause, from contesting in the courts the claim or claims of any person, firm or corporation growing out of Tenant's operation of the Leased Premises or costs of improvements by Tenant on the said Premises, and the postponement of payment of such claim or claims, until such contest shall finally be decided by the courts shall not be a violation of this agreement or any covenant thereof. Should any such lien be filed and not released or discharged or action not commenced to declare the same invalid within thirty (30) days after discovery of the same by Tenant, Landlord may at Landlord's option (but without any obligation so do) pay and discharge such lien and may likewise pay and discharge any taxes, assessments or other charges against the Leased Premises which Tenant is obligated hereunder to pay and which may or might become a lien on said Premises.

28. Tenant's Estoppel Certificate: Within seven (7) business days after each request by Landlord is received by Tenant, Tenant shall deliver an Estoppel Certificate to Landlord ("Estoppel Certificate"). The Estoppel Certificate shall be in writing, and shall be executed on behalf of Tenant by persons having appropriate authority. Each Estoppel Certificate shall be made in favor of Landlord, any mortgagee, any assignee, any purchaser or any other person specified by Landlord.

Each Estoppel Certificate shall contain information required by Landlord, and satisfactory to any mortgagee, assignee, purchaser or other person specified by Landlord including, but not limited to the following:

- (A) ratifying this Lease;
- (B) specifying the Commencement Date and termination date of this Lease Term;
- (C) certifying that this Lease is in full force and effect and has not been assigned, modified, supplemented or amended (except by such writings as shall be so stated);
- (D) that all conditions and obligations under this Lease to be performed by Landlord have been satisfied or stating those not performed;
- (E) that there are no defenses or offsets against the enforcement of this Lease by Tenant or specifying any such defenses;
- (F) the amount of current Rent and the date to which all Rent has been paid;
- (G) any contractual Rent modifications beyond the date of estoppel;

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- (H) the approximate number of square feet of floor space in the Leased Premises;
- (I) that no Rent has been paid in advance or specifying any such advance Rent; and
- (J) the amount of the security deposit held by Landlord.

If Tenant fails to execute, acknowledge and deliver to Landlord or any mortgagee, assignee, purchaser or other person specified by Landlord a statement in accordance with the foregoing provision of this paragraph 31 within seven (7) business days after the receipt of such request, such shall constitute an acknowledgment by Tenant that this Lease is unmodified and in full force and effect and that all conditions and obligations under this Lease to be performed by Landlord have been satisfied, and that there are no defenses or offsets against the enforcement of this Lease by Tenant.

29. Construction of Lease: The word "Landlord" as used herein shall refer to the individual, individuals, partnership, or corporation called "Landlord." The word "Tenant" shall likewise refer to the individual, individuals, partnership, or corporation called "Tenant." Words of any gender used in this Lease shall be held to include any other gender, and words in the singular number shall be held to include the plural when the sense requires.

30. Paragraph Headings: The paragraph headings as to the contents of particular paragraphs herein, are inserted only for convenience and are in no way to be construed as part of such paragraph or as a limitation on the scope of the particular paragraph to which they refer.

31. Authority: In the event Tenant and/or the Guarantor of Tenant's obligations hereunder shall be a corporation or limited liability company, the persons executing this Lease on behalf of Tenant hereby individually covenant and warrant that: Tenant is a duly qualified corporation or limited liability company; all steps have been taken prior to the date hereof to qualify Tenant to do business in the State in which the Leased Premises is located; all franchise and corporate or limited liability company taxes have been paid to date; all future forms, reports, fees and other documents necessary to comply with applicable laws will be filed when due; and those persons executing this Lease on behalf of Tenant are duly qualified and authorized to bind, and in fact do bind, the corporation or limited liability company.

In the event Tenant hereunder shall be a partnership, either general or limited, the persons or entities executing this Lease on behalf of Tenant hereby individually covenant and warrant that: Tenant is a duly qualified partnership; all steps have been taken prior to the date hereof to qualify Tenant to do business in the State in which the Leased Premises is located, if required by law; all franchise and partnership taxes have been paid to date; all future forms, reports, fees and other documents necessary to comply with applicable law will be filed when due; and those entities executing this Lease on behalf of the partnership are duly qualified to bind, and in fact do bind, the partnership.

32. Notices: All notices required to be given to the parties shall be delivered by hand, sent by United States registered or certified mail, return receipt requested, postage paid or express delivery by a nationally recognized courier at the addresses shown below:

To the Landlord at the following address:

NAI Avant, LLC
PO Box 2267
Columbia SC 29202
Attn: Property Management

To the Tenant at the following address:

Any such notice shall be considered given on the date of such hand delivery, deposit with such overnight courier for next business day delivery, or deposit in the United States mail, but the time period (if any is provided herein) in which to respond to such notice shall commence on the date of hand or courier delivery or on the date received following deposit in the United States mail as provided above. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice.

All usual or ordinary correspondence shall be sent by regular mail. Each party shall promptly notify the other in writing of any change of address. Any such notice, demand, or communication from an attorney acting or purporting to act on behalf of a party shall be deemed to be notice from such party provided that such attorney is authorized to act on behalf of such party.

33. Confidentiality: Tenant and its agents, employees, officers, directors, accountants and attorneys agree to keep the financial terms of this Lease strictly confidential, and shall not disclose, directly or indirectly, such terms to any

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person or entity without first obtaining the prior written consent of Landlord; provided, however, that Landlord's consent shall not be required for any disclosure (i) to Tenant's officers, directors, employees, lenders, accountants, attorneys or current or potential investors in, or purchasers of Tenant's business; or (ii) when compelled by applicable laws, regulations or court orders.

34. Notice to Mortgagee: After receiving written notice from any person, firm, or other entity, that it holds a mortgage (which term shall include a deed of trust) which includes as part of the mortgaged premises the Leased Premises, Tenant shall, so long as such mortgage is outstanding, be required to give to such holder the same notice as is required to be given to Landlord under the terms of this Lease, but such notice may be given by Tenant to Landlord and such holder concurrently. It is further agreed that such holder shall have the same opportunity to cure any default, and the same time within which to effect such curing, as is available to Landlord plus an additional sixty (60) days and such further time as shall be required to gain control over the Leased Premises in order to effect such cure; and if necessary to cure such a default, such holder shall have access to the Leased Premises.

35. Subordination: Tenant's rights under this Agreement shall at all times be subordinate to and subject to any mortgage which is now or later placed on the property of which the Premises is a part; and if requested, Lessee shall execute promptly any certificate that Owner may request to specifically implement the subordination outlined in this paragraph.

36. No Estate in Land: This Lease creates only the relationship of Landlord and Tenant between Landlord and Tenant. Tenant has only the right of use and enjoyment of the Demised Premises and not an estate of years and no estate shall pass out of Landlord.

37. Entire Agreement: This Lease constitutes the entire Lease between the parties, and no modification hereof shall be valid unless made in writing and signed by Landlord.

38. Nonwaiver: Failure of Landlord to insist upon strict compliance with the terms of this Lease shall not constitute a waiver of Landlord's right to act on any violation.

39. Remedies Cumulative: All remedies under this Lease or by law or equity shall be cumulative.

40. Counterparts: The Signatories may execute this Lease Agreement in one or more counterparts, with each counterpart being deemed an original Lease, but with all counterparts being considered one Lease.

41. Choice of Law: THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF SOUTH CAROLINA WITHOUT REGARD FOR CONFLICTS OF LAW PRINCIPLES. IT WAS EXECUTED IN THE STATE OF SOUTH CAROLINA AND IS INTENDED TO BE VALID IN ALL JURISDICTIONS OF THE UNITED STATES OF AMERICA AND ALL FOREIGN NATIONS.

42. Additional Provisions: Insofar as the following provisions conflict with any other provisions of the Lease, the following shall control:

- (a) The submission of this document for examination does not constitute an option or offer to lease space at the Property. This document shall have no binding effect on the parties unless executed by the Landlord and the Tenant and a fully executed copy is delivered to the Tenant.
- (b) EACH PARTY ACKNOWLEDGES THAT HE/SHE HAS READ THIS LEASE PRIOR TO SIGNING, HAS CONSULTED WITH AN ATTORNEY REGARDING SAME, AND AGREES TO ALL TERMS CONTAINED HEREIN.
- (c) Landlord shall provide Tenant with Five (5) one (1) year option periods to renew the Lease at rental rate to be negotiated. Tenant shall give notice of its intention to extend Six (6) months prior to lease expiration.

JW

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written:

WITNESSES:

Julie Miller

Ms. Miller

LANDLORD: Edens/Graham Partners, LLC, or its assigns

[Signature]

By: *Joe Edwards*

Its: *Manager*

TENANT: City of Columbia

Chessa Wilson

By:

Its: *City Manager*

APPROVED AS TO FORM

Yvonne Thompson
Legal Department City of Columbia, SC

SW

Exhibit "A"

Page 11

fw

Exhibit "B"

Landlord shall make the following building improvements prior to the Commencement Date:

- Paint (two colors) and carpet (standard commercial grade) throughout the front and rear office space
- Service all overhead doors and dock levelers
- Replace damaged ceiling tiles
- Patch all damaged drywall
- New HVAC in all of office space and in front warehouse space (13,274 SF bny)
- New toilets, partitions, and accessories in restrooms
- Plumbing & electrical systems serviced
- General cleaning of the office and warehouse throughout
- Per Building Official, a second exit must be added from the 2nd floor office space to the exterior of the building to meet building Code
- Perform any and all work necessary to deliver an Approved Report.

SW

RESOLUTION NO.: R-2020-033

Authorizing Condemnation for Easement Acquisition for Water Main along Rimer Pond Road; CIP Project #WM3872;
 596 Rimer Pond Road, Richland County TMS#20500-04-05, n/f English; 454 Rimer Pond Road, Richland County TMS#17700-01-30,
 n/f Ball; 448 Rimer Pond Road, Richland County TMS#17700-01-27, n/f Huff; 330 Rimer Pond Road, Richland County TMS#17700-01-95,
 n/f Gant; 444 Rimer Pond Road, Richland County TMS#17700-01-26, n/f Lee; and 260 Rimer Pond Road,
 Richland County TMS#17700-01-80, n/f Montgomery; CF#250-349

WHEREAS, the City's Department of Engineering has identified this capital improvements project as part of the water system improvements to meet customer demands in the Blythewood area; and

WHEREAS, City of Columbia's staff has made numerous attempts to negotiate for acquisition of the easements for this project, but have been unable to come to a negotiated resolution. These are the remaining six (6) easements out of a total of 53; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council this ___ day of _____, 2020, that it has been determined that for the public purpose of constructing the water main project and for the benefit of upgrading the water system, it is necessary to acquire easements on portions of the properties described below and shown on Exhibit "A" attached hereto and incorporated herein by reference. Based upon an appraisal, it has been determined that the total just compensation is depicted in the table below for each easement. The City Attorney is authorized to offer that amount to the Landowners in exchange for granting the referenced easements, if the Landowner does not accept within ten (10) days of the offer, the City Attorney is authorized to commence an action for acquisition of the easements by eminent domain.

Owners:	TMS# & Location:	Easement Description:	Appraised Value:
Alexander English & Vanessa English	TMS#20500-04-05 596 Rimer Pond Road Blythewood, SC 29016	Permanent, Exclusive Easement Variable Feet in Width (20' to 45') Easement 52 of 53	\$0.00
M. Keith Ball & Barbara E. Ball	TMS#17700-01-30 454 Rimer Pond Road Blythewood, SC 29016	Permanent, Exclusive Easement Twenty (20) Feet in Width Easement 45 of 53 - Exhibit "A"	\$12,200.00
Daniel Harding Huff, Jr., et al	TMS#17700-01-27 448 Rimer Pond Road Blythewood, SC 29016	Permanent, Exclusive Easement Twenty (20) Feet in Width Easement 44 of 53 - Exhibit "A"	\$700.00
Warren Gant & Martha G. Gant	TMS#17700-01-95 330 Rimer Pond Road Blythewood, SC 29016	Permanent, Exclusive Easement Twenty (20) Feet in Width Easement 36 of 53 - Exhibit "A"	\$0.00
Willis Eugene Lee	TMS#17700-01-26 444 Rimer Pond Road Blythewood, SC 29016	Permanent, Exclusive Easement Twenty (20) Feet in Width Easement 26 of 53 - Exhibit "A"	\$8,300.00
Nathaniel Montgomery	TMS#17700-01-80 260 Rimer Pond Road Blythewood, SC 29016	Permanent, Exclusive Easement Twenty (20) Feet in Width Easement 24 of 53 - Exhibit "A"	\$0.00

Requested by:

Assistant City Manager Shealy

Approved by:

City Manager

Approved as to form:

Senior Assistant City Attorney

Introduced:

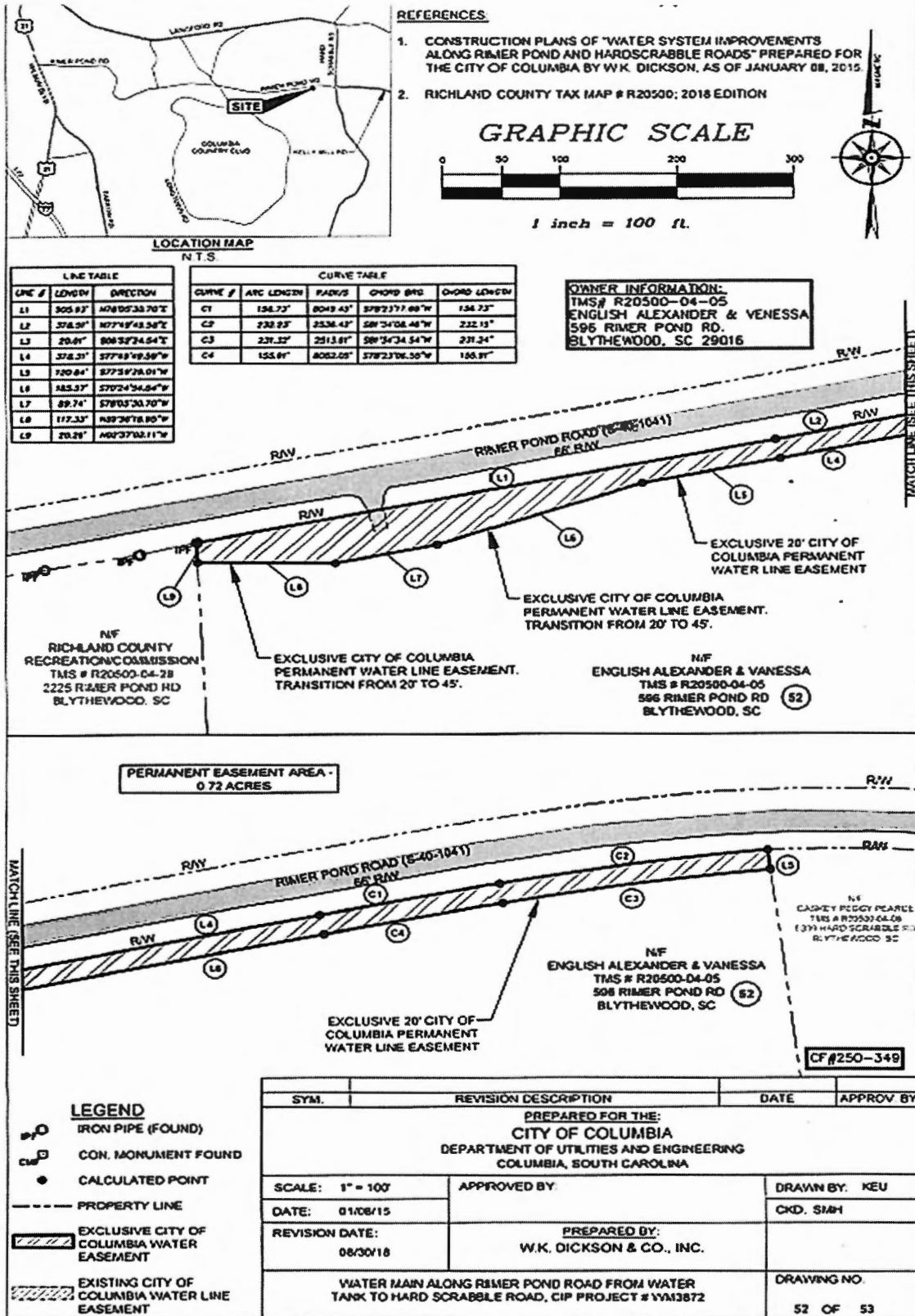
Final Reading:

Mayor

ATTEST:

City Clerk

RESOLUTION NO.: R-2020-033
EXHIBIT "A"



RESOLUTION NO.: R-2020-033

EXHIBIT "A"

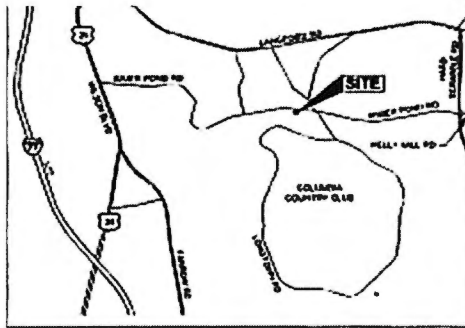
REFERENCES:

1. CONSTRUCTION PLANS OF "WATER SYSTEM IMPROVEMENTS ALONG RIMER POND AND HARDCRABBLE ROADS" PREPARED FOR THE CITY OF COLUMBIA BY W.K. DICKSON, AS OF JANUARY 08, 2015.
2. RICHLAND COUNTY TAX MAP # R17700; 2015 EDITION.

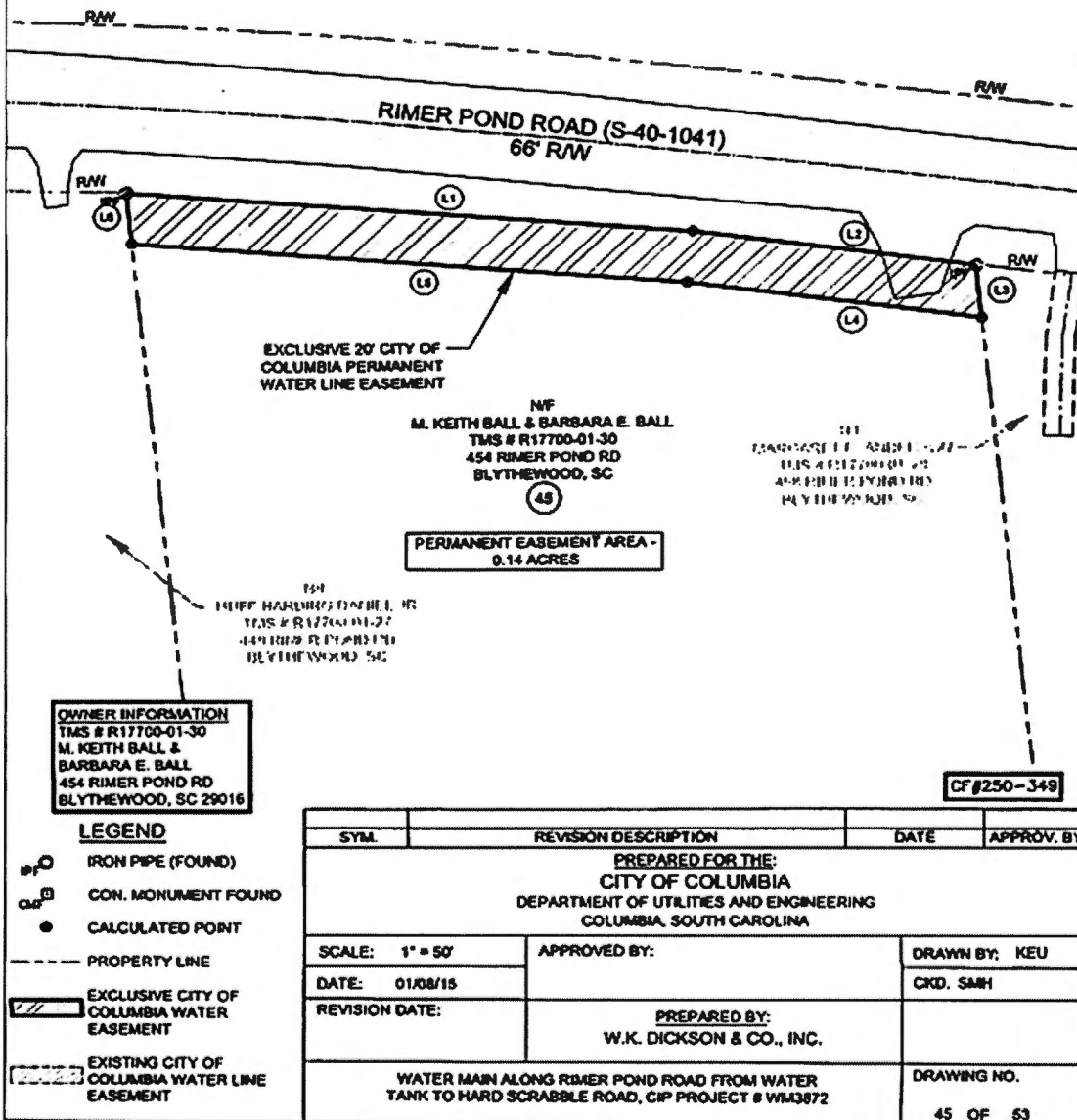
GRAPHIC SCALE



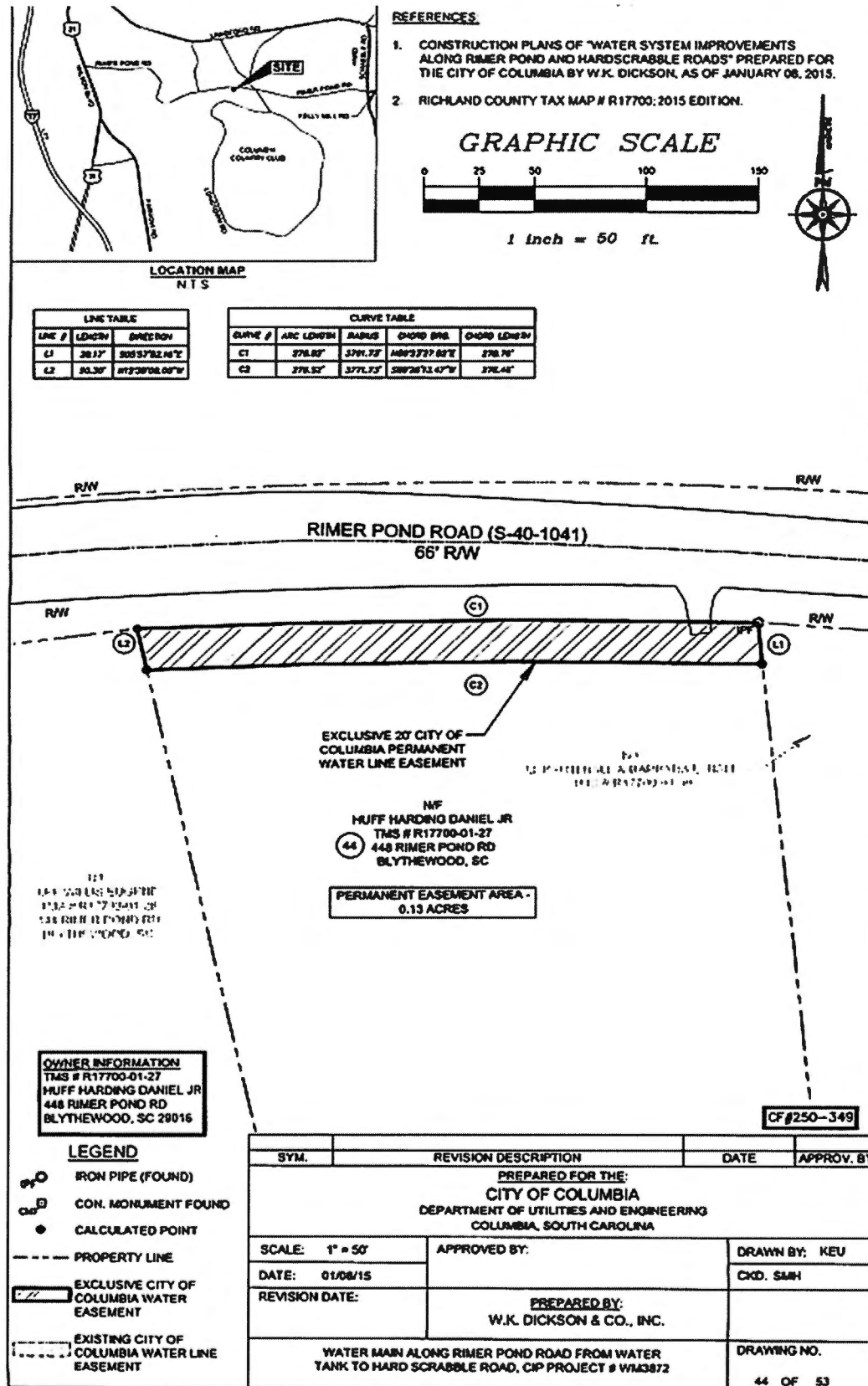
1 inch = 50 ft

LOCATION MAP
N T S

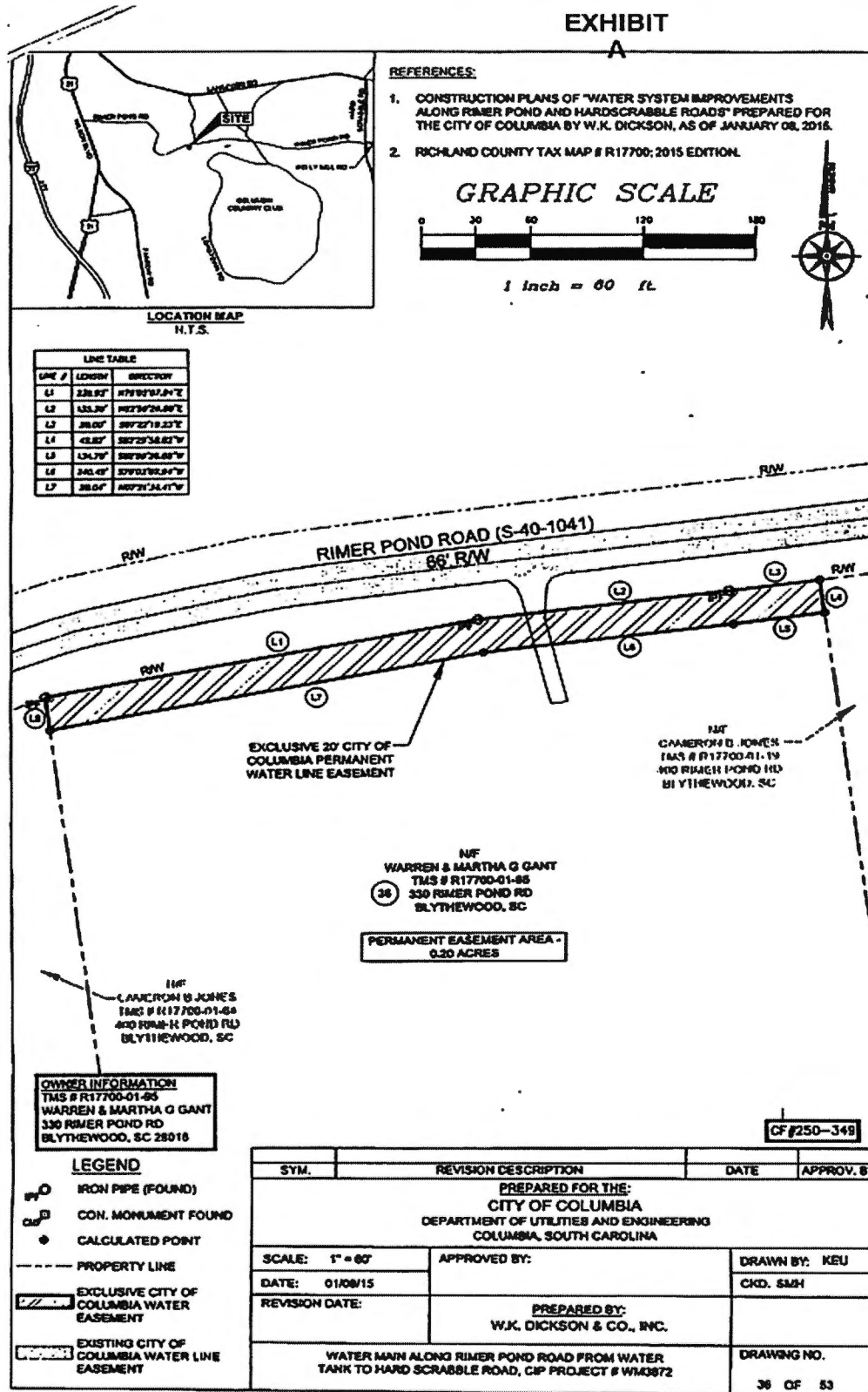
LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	303.99'	S89°13'06.78"E
L2	182.41'	S82°37'03.40"E
L3	28.48'	S00°30'24.83"E
L4	108.64'	N82°29'48.79"W
L5	201.42'	N85°10'17.28"W
L6	28.27'	N85°37'33.16"W



RESOLUTION NO.: R-2020-033
EXHIBIT "A"



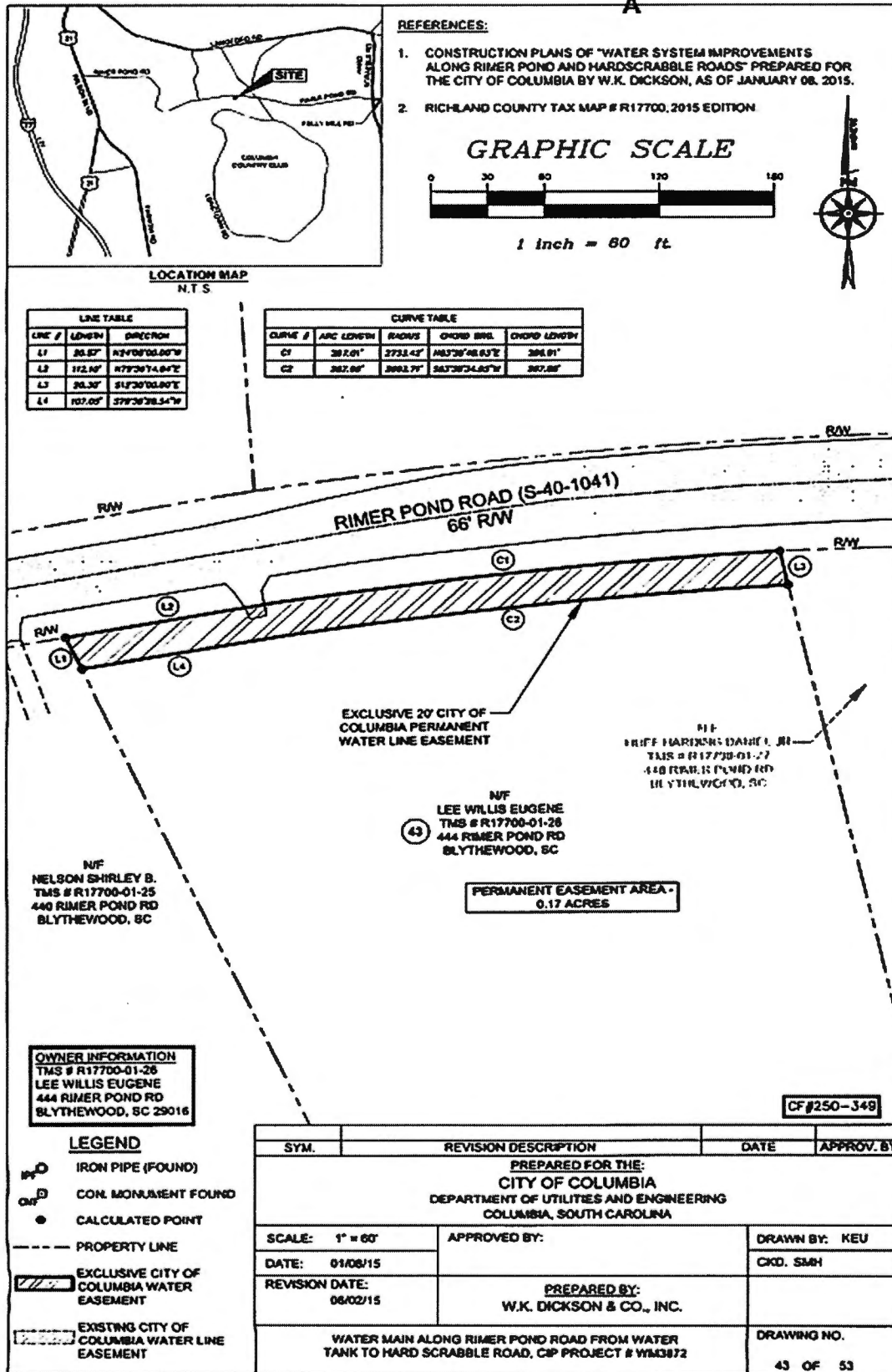
RESOLUTION NO.: R-2020-033

EXHIBIT
A

RESOLUTION NO.: R-2020-033

EXHIBIT

A



RESOLUTION NO.: R-2020-035

*Supporting National League of Cities'
Leading Together Cities Agenda for the 2020 U.S. Presidential Election*

WHEREAS, the 2020 presidential election will be historic in scope, consequence and in determining the future direction of intergovernmental relations in the United States; and,

WHEREAS, the next President will be tasked with governing more than 330 million Americans; and,

WHEREAS, the City of Columbia, South Carolina is home to 133,451 of those Americans and is one of the 19,000 municipalities represented by the National League of Cities (NLC); and

WHEREAS, NLC has launched its Leading Together 2020 Cities Agenda in advance of the upcoming presidential election, which was created by a bipartisan task force composed of 28 local leaders from around the country; and,

WHEREAS, the 2020 Cities Agenda lays out four principles and four priorities that candidates for President of the United States should support prior to seeking the endorsement of local leaders; and,

WHEREAS, the 2020 Cities Agenda reflects local leaders' strong understanding of Americans' top priorities and concerns, and represents an agenda for a strong, safe and fair nation; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Columbia, South Carolina this ___ day of _____, 2020 that the City of Columbia, South Carolina supports the 2020 Cities Agenda created by National League of Cities; and

BE IT FURTHER RESOLVED, that the City of Columbia, South Carolina urges all candidates running for President to support the 2020 Cities Agenda; and,

BE IT FURTHER RESOLVED, that copies of this Resolution and the 2020 Cities Agenda be forwarded to appropriate points of contact for the campaigns of each candidate running for office of the President at the time of this resolution's adoption.

Requested by:

Councilmember Devine

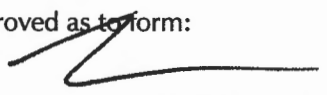
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



City Attorney

City Clerk

Introduced:

Final Reading:

leading together

2020

**cities
agenda**

An Agenda for the 2020 Presidential Election from America's Local Leaders

We are America's local elected leaders. We are the voice of America's cities, towns and villages, representing more than 200 million people. We are Republicans, Democrats and Independents. We may disagree on some issues, but we are united in the belief that our nation is strongest when all levels of government work together to protect and advance the priorities of America's communities and their residents. We are committed to **Leading Together**.

We know what Americans want from their elected leaders because we are the level of government closest to the people. We talk with our constituents every day—in the grocery store, in our places of worship, at school and community events. We understand what keeps Americans up at night and what kind of future they want for their families.

Our **Leading Together Cities Agenda** for the 2020 presidential election reflects this understanding of Americans' top priorities and concerns. This is America's agenda for a strong, safe and fair nation.

We call on the presidential candidates to endorse this Cities Agenda. We look forward to working with the President to deliver common-sense solutions for growing the economy, promoting public safety, and investing in the 21st-century infrastructure that will support all of America to thrive.

*2020 Presidential Election Task Force
National League of Cities*

NATIONAL
LEAGUE
OF CITIES

SHARED VALUES ...

As local leaders, we know that governing effectively is not just about *what* we do; it is also about *how* we get it done. We want to work with the President to bring a spirit of partnership to American politics and governance. We urge the President to join us in making a commitment to the following principles for our work together:

RESPECT. America's local leaders ask that the President respect the authority of local government to act in the best interests of our communities—by eliminating unfunded mandates, preemptions, and other restrictions on local decision making, and by providing resources directly to local governments.

PARTNERSHIP. Local leaders are committed to working together across parties and ideologies to solve problems. We ask that the President join us in lifting up America's political and policy discourse, looking for consensus, and forging bipartisan solutions.

INCLUSION. As our communities grow more diverse every year, America's local leaders want to partner with the President to build a nation and an economy that work for everyone. That means advancing policies that treat all people fairly and that create conditions where everyone can find opportunities to thrive and achieve their American dream.

ACCOUNTABILITY. America's local leaders understand that we are accountable for addressing the challenges and opportunities confronting our communities and their residents. We ask that the President join us in delivering on the promises we have made to our constituents and working diligently for positive results for America's communities.

... AND A SHARED COMMITMENT

America's communities —rural and urban, small and large— are facing challenges and opportunities across a wide range of issues. We recommend that the President adopt the following four priorities in the first 100 days of the new administration.

Building Sustainable Infrastructure

Much of our nation's infrastructure is in need of repair, improvement and modernization to meet the demands of the 21st century. By investing strategically, we can ensure that America's infrastructure will support a stronger economy and withstand extreme weather events. To rebuild and reimagine our infrastructure, we ask the President to:

- ➔ Partner with local governments to rebuild and fully fund the nation's transportation network, better connect our regions, and innovate with technology and sustainable solutions.
- ➔ Provide grants, tools and resources to support local efforts to strengthen infrastructure and make communities safer and more resilient in the face of extreme weather events.
- ➔ Make the necessary investments to ensure that reliable, affordable broadband service is available to all Americans, including those in small and rural communities, while eliminating hurdles to local innovation.

Creating A Skilled Workforce

Investing in the American workforce is critical to protecting and expanding our nation's economic success and ensuring that all people have opportunities to thrive. Because of the diversity of local economies, the federal government needs to empower local workforce solutions, streamline federal funding, and drive new resources to proven approaches in our communities. To advance workforce readiness in the face of changing economic forces and technology, we ask the President to:

- ➔ Boost investment in and awareness of apprenticeship programs that provide a pathway to successful careers, including industry and sector partnerships and pre-apprenticeship programs for workers with barriers to employment.
- ➔ Expand Pell grants and other financial aid programs to cover needed workforce skills training, such as short-term programs leading to certificates.
- ➔ Create new pathways to successful careers for unemployed and underemployed Americans through expanded investments in skills training and wraparound supports, such as childcare and transportation.

Ending Housing Instability And Homelessness

Housing costs continue to climb in diverse communities across the country, leaving millions of individuals and families without enough money for food, transportation and other basic needs. The growing imbalance of housing supply and demand is putting affordable housing and homeownership out of reach for too many, while undermining economic success at all levels. This crisis is overwhelming cities and service providers working at the intersection of mental health, substance use

disorder and homelessness. Effective local responses require multi-sector partnerships and a strong federal partner. To promote comprehensive housing solutions, we ask the President to:

- ➔ Ensure sufficient federal funding streams are in place, partnerships are enabled and encouraged, and federal funds are appropriated directly to the local level for mental health, drug treatment and other emergency services.
- ➔ Prevent homelessness by providing wraparound services, emergency assistance and crisis interventions for at-risk individuals and families before they face a crisis.
- ➔ Promote housing affordability by advancing new policies to stabilize and stem the loss of public and affordable housing, while authorizing new funding for pilot programs that advance housing for all.

Reducing Gun Violence

As local elected officials, we are charged with keeping our communities safe. Every day, 100 Americans die because of gun violence, and hundreds more are shot and injured. It's time for the nation's elected leaders to work together at all levels to address this crisis by advancing common-sense solutions to protect our communities and our children while ensuring that law-abiding residents maintain their Second Amendment rights. To reduce gun violence and promote public safety, we ask the President to:

- ➔ Convene a national commission on gun violence (including elected officials from all levels of government, victims' family members, survivors, gun advocates, law enforcement, and others) to offer recommendations.
- ➔ Advance legislation requiring fully federally funded and completed background checks for all gun sales and transfers, consistent with state and local laws.
- ➔ Enact federal legislation that would allow judges to issue extreme risk protection orders to reduce firearm-related suicides, murder-suicides, and domestic violence.
- ➔ Provide sufficient funding to the Centers for Disease Control to conduct comprehensive research to identify the underlying causes that lead to gun violence and mass shootings in communities.

By **Leading Together**, elected leaders at all levels of government can advance positive solutions and build a strong, safe and fair America. During the 2020 election cycle, the National League of Cities is pleased to serve as a resource for those vying to be the next leader of our nation, and for those who want to better communicate about the needs of America's communities and their residents.

Learn more at: www.nlc.org/citiesagenda

RESOLUTION NO.: R-2020-036

*Authorizing the City Manager to execute an Encroachment License Agreement
(NS #1276211) between the City of Columbia and Norfolk Southern Railroad for the
Catawba Street Sewer Replacement, CIP #SS7520*

BE IT RESOLVED by the Mayor and City Council this ____ day of _____,
2020, that the City Manager is authorized to execute the attached Encroachment License
Agreement (NS #1276211) between the City of Columbia and Norfolk Southern Railroad for
the Catawba Street Sewer Replacement, CIP #SS7520, for the terms and conditions therein
contained.

Requested by:

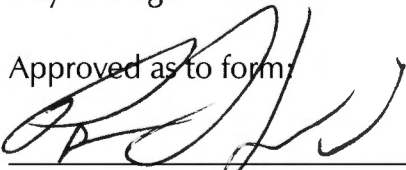
Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:



Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

THIS AGREEMENT, dated as of the ____ day of _____, 20__ is made and entered into by and between

NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia corporation, whose mailing address is Three Commercial Place, Norfolk, Virginia 23510 (hereinafter called "Railway"); and

CITY OF COLUMBIA, a political subdivision of the State of South Carolina, whose mailing address is PO Box 147, Columbia, South Carolina 29217 (hereinafter called "Licensee").

W I T N E S S E T H

WHEREAS, Licensee proposes to install, construct, maintain, operate and remove an existing undocumented underground crossing of a 12-inch vitrified clay gravity pipeline (hereinafter called the "Facilities") located in, under and across the right-of-way or property and any tracks of Railway, at or near:

- Milepost SC-128.49, Branchville-Columbia Line
- Latitude N 33.989868, Longitude W 81.025794
- Columbia, Richland County, South Carolina
- Valuation Section 36A, Map 4, Stationing n/a

the same to be located in accordance with and limited to the installation shown on print of drawings marked Exhibits A and B, received by Railway on October 7, 2019, and Pipe Data Sheet, attached hereto and made a part hereof; and

WHEREAS, Licensee desires a license to use such right-of-way or property of Railway for the installation, construction, maintenance, operation and removal of the Facilities.

NOW, THEREFORE, for and in consideration of the premises, the payment of a non-refundable, non-assignable one-time fee in the amount of TWELVE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$12,500.00) to cover the Risk Financing Fee (as hereinafter defined) in the amount of \$1,000.00 and a one-time license fee in the amount of \$11,500.00, and the covenants hereinafter set forth, Railway hereby permits and grants to Licensee, insofar as Railway has the right to do so, without warranty and subject to all encumbrances, covenants and easements to which Railway's title may be subject, the right to use and occupy so much of Railway's right-of-way or property as may be necessary for the installation, construction, maintenance, operation and removal of the Facilities (said right-of-way or property of Railway being hereinafter collectively called the "Premises"), upon the following terms and conditions:

1. Use and Condition of the Premises. The Premises shall be used by Licensee only for the installation, construction, maintenance, operation and removal of the Facilities and for no other purpose without the prior written consent of Railway, which consent may be withheld by Railway in its sole discretion. Licensee accepts the Premises in their current "as is" condition, as

suited for the operation of the Facilities, and without the benefit of any improvements to be constructed by Railway.

2. Installation of the Facilities; Railway Support. Licensee shall, at its expense, install, construct, maintain and operate the Facilities on a lien-free basis and in such a manner as will not interfere with the operations of Railway, or endanger persons or property of Railway. Such installation, construction, maintenance and operation of the Facilities shall be in accordance with (a) the plans and specifications (if any) shown on the prints attached hereto and any other specifications prescribed by Railway, (b) applicable laws, regulations, ordinances and other requirements of federal, state and local governmental authorities, and (c) applicable specifications of the American Railway Engineering and Maintenance-of-Way Association, when not in conflict with the applicable plans, specifications, laws, regulations, ordinances or requirements mentioned in (a) and (b), above. All underground pipes must have secondary pipe containment if the material flowing through the pipeline poses a safety or environmental hazard. Any change to the character, capacity or use of the Facilities shall require execution of a new agreement.

3. Railway Support. Railway shall, at Railway's option, furnish, at the sole expense of Licensee, labor and materials necessary, in Railway's sole judgment, to support its tracks and to protect its traffic (including, without limitation, flagging) during the installation, construction, maintenance, repair, or removal of the Facilities.

4. Electronic Interference. Licensee will provide Railway with no less than sixty (60) days advance written notice prior to the installation and operation of cathodic protection in order that tests may be conducted on Railway's signal, communications and other electronic systems (hereinafter collectively called the "Electronic Systems") for possible interference. If the Facilities cause degradation of the Electronic Systems, Licensee, at its expense, will either relocate the cathodic protection or modify the Facilities to the satisfaction of Railway so as to eliminate such degradation. Such modifications may include, without limiting the generality of the foregoing, providing additional shielding, reactance or other corrective measures deemed necessary by Railway. The provisions of this paragraph 4 shall apply to the Electronic Systems existing as of the date of this Agreement and to any Electronic Systems that Railway may install in the future.

5. Corrective Measures. If Licensee fails to take any corrective measures requested by Railway in a timely manner, or if an emergency situation is presented which, in Railway's judgment, requires immediate repairs to the Facilities, Railway, at Licensee's expense, may undertake such corrective measures or repairs as it deems necessary or desirable.

6. Railway Changes. If Railway shall make any changes, alterations or additions to the line, grade, tracks, structures, roadbed, installations, right-of-way or works of Railway, or to the character, height or alignment of the Electronic Systems, at or near the Facilities, Licensee shall, upon thirty (30) days prior written notice from Railway and at its sole expense, make such changes in the location and character of the Facilities as, in the opinion of the chief engineering officer of Railway, shall be necessary or appropriate to accommodate any construction, improvements, alterations, changes or additions of Railway.

7. Assumption of Risk. Unless caused solely by the negligence of Railway or caused solely by the willful misconduct of Railway, Licensee hereby assumes all risk of damage to the Facilities and Licensee's other property relating to its use and occupation of the Premises or business carried on the Premises and any defects to the Premises; and Licensee, to the extent permitted by the laws of the State of South Carolina, hereby indemnifies Railway, its officers, directors, agents and employees from and against any liability for such damage.

8. Entry Upon Premises. Prior to commencement of any work to be performed on or about the Premises, Licensee shall notify the appropriate Division Engineer for the scheduling of protection and inspection. Within seventy-two (72) hours after the Division Engineer's actual receipt of such notification, the Division Engineer shall review the necessity and availability of flagmen for the proposed work and advise Licensee of such matters and the estimated cost therefor. No work shall be permitted on or about the Premises without the presence of Railway's flagman or the Division Engineer's waiver of the requirement for flag protection. Entry on or about the Premises or any other Railway right-of-way without the Division Engineer's prior approval shall be deemed trespassing. Licensee agrees to pay Railway, within thirty (30) days after delivery of an invoice therefor, for any protection and inspection costs incurred by Railway, in Railway's sole judgment, during any such entry.

9. Liens; Taxes. Licensee will not permit any mechanic's liens or other liens to be placed upon the Premises, and nothing in this Agreement shall be construed as constituting the consent or request of Railway, express or implied, to any person for the performance of any labor or the furnishing of any materials to the Premises, nor as giving Licensee any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that could give rise to any mechanic's liens or other liens against the Premises. In addition, Licensee shall be liable for all taxes levied or assessed against the Facilities and any other equipment or other property placed by Licensee within the Premises. In the event that any such lien shall attach to the Premises or Licensee shall fail to pay such taxes, then, in addition to any other right or remedy available to Railway, Railway may, but shall not be obligated to, discharge the same. Any amount paid by Railway for any of the aforesaid purposes, together with related court costs, attorneys' fees, fines and penalties, shall be paid by Licensee to Railway within ten (10) days after Railway's demand therefor.

10. Indemnification. Licensee, to the extent permitted by the laws of the State of South Carolina, hereby agrees to indemnify and save harmless Railway, its officers, directors, agents and employees, from and against any and all liabilities, claims, losses, damages, expenses (including attorneys' fees) or costs for personal injuries (including death) and property damage to whomsoever or whatsoever occurring (hereinafter collectively called "Losses") that arise in any manner from (a) the installation, construction, maintenance, operation, presence or removal of, or the failure to properly install, construct, maintain, operate or remove, the Facilities, or (b) any act, omission or neglect of Licensee, its agents, servants, employees or contractors in connection therewith, unless caused solely by the negligence of Railway or caused solely by the willful misconduct of Railway.

11. Insurance.

(a) Without limiting in any manner the liability and obligations assumed by Licensee under any other provision of this Agreement, and as additional protection to Railway, Licensee shall, at its expense, pay the Risk Financing Fee set forth in subparagraph (i) below and shall procure and maintain with insurance companies satisfactory to Railway, the insurance policies described in subparagraphs (ii) and (iii).

(i) Upon execution of this Agreement, Licensee shall pay Railway a risk financing fee of \$1,000.00 per installation (herein called the "Risk Financing Fee") to provide Railroad Protective Liability Insurance or such supplemental insurance (which may be self-insurance) as Railway, in its sole discretion, deems to be necessary or appropriate.

(ii) Prior to commencement of installation or maintenance of the Facilities or entry on Railway's property, Licensee, and its contractor if it employs one, shall procure and maintain for the course of said installation and maintenance, a general liability insurance policy naming Railway as an additional insured, and containing products and completed operations and contractual liability coverage, with a combined single limit of not less than \$1,000,000 for each occurrence.

(iii) Prior to commencement of any subsequent maintenance of the Facility during the term of this Agreement, unless Railway elects to make available and Licensee pays the then current risk financing fee for each affected installation, Licensee, or its contractor if it employs one, shall furnish Railway with an original Railroad Protective Liability Insurance Policy naming Railway as the named insured and having a limit of not less than a combined single limit of \$2,000,000 each occurrence and \$6,000,000 aggregate. Such policy shall be written using Insurance Services Offices Form Numbers CG 00 35 01 10 01.

(b) All insurance required under preceding subsection (a) shall be underwritten by insurers and be of such form and content as may be acceptable to Railway. Prior to commencement of installation or maintenance of the Facilities or any entry on Railway's property, Licensee, or its contractor if it employs one, shall: furnish to Railway's Risk Manager, Three Commercial Place, Norfolk, Virginia 23510-2191 (or such other representative and/or address as subsequently given by Railway to Licensee in writing), for approval, the original policy described in subsection (a)(iii) and a certificate of insurance evidencing the existence of a policy with the coverage described in subsection (a)(ii).

12. Environmental Matters. Licensee assumes all responsibility for any environmental obligations imposed under applicable laws, regulations, ordinances or other requirements of federal, state and local governmental authorities relating to (a) the installation, construction, maintenance, operation or removal of the Facilities, including notification and reporting of any releases, and (b) any contamination of any property, water, air or groundwater arising or resulting, in whole or in part, from Licensee's operation or use of the Premises pursuant to this Agreement. In addition, Licensee shall obtain any necessary permits to install,

construct, maintain, operate or remove the Facilities. Licensee, to the extent permitted by the laws of the State of South Carolina, agrees to indemnify and hold harmless Railway from and against any and all fines, penalties, demands or other Losses (including attorneys' fees) incurred by Railway or claimed by any person, company or governmental entity relating to (a) any contamination of any property, water, air or groundwater due to the use or presence of the Facilities on the Premises, (b) Licensee's violation of any laws, regulations or other requirements of federal, state or local governmental authorities in connection with the use or presence of the Facilities on the Premises or (c) any violation of Licensee's obligations imposed under this paragraph. To the extent permitted by the laws of the State of South Carolina, this indemnity provision shall extend to any cleanup and investigative costs relating to any contamination of the Premises arising or resulting from, in whole or in part, Licensee's use of the Facilities or any other activities by or on behalf of Licensee occurring on or about the Premises. Licensee further agrees not to dispose of any trash, debris or wastes, including hazardous waste, on the Premises and will not conduct any activities on the Premises which would require a hazardous waste treatment, storage or disposal permit.

13. Assignments and Other Transfers.

(a) Licensee shall not assign, transfer, sell, mortgage, encumber, sublease or otherwise convey (whether voluntarily, involuntarily or by operation of law) this Agreement or any interest therein, nor license, mortgage, encumber or otherwise grant to any other person or entity (whether voluntarily, involuntarily or by operation of law) any right or privilege in or to the Premises (or any interest therein), in whole or in part, without the prior written consent of Railway, which consent may be withheld by Railway in its sole discretion. Any such assignment or other transfer made without Railway's prior written consent shall be null and void and, at Railway's option, shall constitute an immediate default of this Agreement. Notwithstanding the foregoing, upon prior written notice to Railway, Licensee may assign this Agreement to a parent, a wholly-owned subsidiary of Licensee or a wholly-owned subsidiary of Licensee's parent without Railway's consent; provided, however, that no such assignment shall relieve Licensee of its obligations under this Agreement.

(b) Railway shall have the right to transfer and assign, in whole or in part, all its rights and obligations hereunder and in or to the Premises. From and after the effective date of any such assignment or transfer, Railway shall be released from any further obligations hereunder; and Licensee shall look solely to such successor-in-interest of Railway for the performance of the obligations of "Railway" hereunder.

14. Meaning of "Railway". The word "Railway" as used herein shall include any other company whose property at the aforesaid location may be leased or operated by Railway. Said term also shall include Railway's officers, directors, agents and employees, and any parent company, subsidiary or affiliate of Railway and their respective officers, directors, agents and employees.

15. Default; Remedies.

(a) The following events shall be deemed to be events of default by Licensee under this Agreement:

(i) Licensee shall fail to pay the Fee or any other sum of money due hereunder and such failure shall continue for a period of ten (10) days after the due date thereof;

(ii) Licensee shall fail to comply with any provision of this Agreement not requiring the payment of money, all of which terms, provisions and covenants shall be deemed material, and such failure shall continue for a period of thirty (30) days after written notice of such default is delivered to Licensee;

(iii) Licensee shall become insolvent or unable to pay its debts as they become due, or Licensee notifies Railway that it anticipates either condition;

(iv) Licensee takes any action to, or notifies Railway that Licensee intends to file a petition under any section or chapter of the United States Bankruptcy Code, as amended from time to time, or under any similar law or statute of the United States or any State thereof; or a petition shall be filed against Licensee under any such statute; or

(v) A receiver or trustee shall be appointed for Licensee's license interest hereunder or for all or a substantial part of the assets of Licensee, and such receiver or trustee is not dismissed within sixty (60) days of the appointment.

(b) Upon the occurrence of any event or events of default by Licensee, whether enumerated in this paragraph 15 or not, Railway shall have the option to pursue any remedies available to it at law or in equity without any additional notices to Licensee. Railway's remedies shall include, but not be limited to, the following: (i) termination of this Agreement, in which event Licensee shall immediately surrender the Premises to Railway; (ii) entry into or upon the Premises to do whatever Licensee is obligated to do under the terms of this License, in which event Licensee shall reimburse Railway on demand for any expenses which Railway may incur in effecting compliance with Licensee's obligations under this License, but without rendering Railway liable for any damages resulting to Licensee or the Facilities from such action; and (iii) pursuit of all other remedies available to Railway at law or in equity, including, without limitation, injunctive relief of all varieties.

16. Railway Termination Right. Notwithstanding anything to the contrary in this Agreement, Railway shall have the right to terminate this Agreement and the rights granted hereunder, after delivering to Licensee written notice of such termination no less than sixty (60) days prior to the effective date thereof, upon the occurrence of any one or more of the following events:

(a) If Licensee shall discontinue the use or operations of the Facilities; or

(b) If Railway shall be required by any governmental authority having jurisdiction over the Premises to remove, relocate, reconstruct or discontinue operation of its railroad on or about the Premises; or

(c) If Railway, in the good faith judgment of its Superintendent, shall require a change in the location or elevation of its railroad on or about the location of the Facilities or the Premises that might effectively prohibit the use or operation of the Facilities; or

(d) If Railway, in the good faith judgment of its Superintendent, determines that the maintenance or use of the Facilities unduly interferes with the operation and maintenance of the facilities of Railway, or with the present or future use of such property by Railway, its lessees, affiliates, successors or assigns, for their respective purposes.

17. Condemnation. If the Premises or any portion thereof shall be taken or condemned in whole or in part for public purposes, or sold in lieu of condemnation, then this Agreement and the rights granted to Licensee hereunder shall, at the sole option of Railway, forthwith cease and terminate. All compensation awarded for any taking (or sale proceeds in lieu thereof) shall be the property of Railway, and Licensee shall have no claim thereto, the same being hereby expressly waived by Licensee.

18. Removal of Facilities; Survival. The Facilities are and shall remain the personal property of Licensee. Upon the expiration or termination of this Agreement, Licensee shall remove the Facilities from the Premises within thirty (30) days after the effective date thereof. In performing such removal, unless otherwise directed by Railway, Licensee shall restore the Premises to the same condition as existed prior to the installation or placement of Facilities, reasonable wear and tear excepted. In the event Licensee shall fail to so remove the Facilities or restore the Premises, the Facilities shall be deemed to have been abandoned by Licensee, and the same shall become the property of Railway for Railway to use, remove, destroy or otherwise dispose of at its discretion and without responsibility for accounting to Licensee therefor; provided, however, in the event Railway elects to remove the Facilities, Railway, in addition to any other legal remedy it may have, shall have the right to recover from Licensee all costs incurred in connection with such removal and the restoration of the Premises. Notwithstanding anything to the contrary contained in this Agreement, the expiration or termination of this Agreement, whether by lapse of time or otherwise, shall not relieve Licensee from Licensee's obligations accruing prior to the expiration or termination date, and such obligations shall survive any such expiration or other termination of this Agreement.

19. Entire Agreement. This Agreement contains the entire agreement of Railway and Licensee and supersedes any prior understanding or agreement between Railway and Licensee respecting the subject matter hereof; and no representations, warranties, inducements, promises or agreements, oral or otherwise, between the parties not embodied in this Agreement shall be of any force or effect.

20. Attorneys' Fees. If Railway should bring any action under this Agreement, or consult or place the Agreement or any amount payable by Licensee hereunder, with an attorney concerning or for the enforcement of any of Railway's rights hereunder, then Licensee agrees in each and any such case to pay to Railway all costs, including but not limited to court costs and attorneys' fees, incurred in connection therewith.

21. Severability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby; and it is also the intention of the parties to this Agreement that in lieu of each clause or provision of this Agreement that is illegal, invalid or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

22. Modifications; Waiver; Successors and Assigns. This Agreement may not be altered, changed or amended, except by instrument in writing signed by both parties hereto. No provision of this Agreement shall be deemed to have been waived by Railway unless such waiver shall be in a writing signed by Railway and addressed to Licensee, and no such waiver shall affect or alter this Agreement, but each and every covenant, condition, agreement and term of this Agreement shall continue in full force and effect. No nor shall any custom or practice that may evolve between the parties in the administration of the terms hereof shall be construed to waive or lessen the right of Railway to insist upon the performance by Licensee in strict accordance with the terms hereof. The terms and conditions contained in this Agreement shall apply to, inure to the benefit of, and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided. If there shall be more than one Licensee, the obligations hereunder imposed upon Licensee shall be joint and several.

23. Notice. Any and all other notices, demands or requests by or from Railway to Licensee, or Licensee to Railway, shall be in writing and shall be sent by (a) postage paid, certified mail, return receipt requested, or (b) a reputable national overnight courier service with receipt therefor, or (c) personal delivery, and addressed in each case as follows:

If to Railway:

c/o Norfolk Southern Corporation
1200 Peachtree Street, NE – 12th Floor
Atlanta, Georgia 30309-3504
Attention: Director Real Estate

If to Licensee:

City of Columbia
PO Box 147
Columbia, South Carolina 29217
Attention: Department of Engineering

Either party may, by notice in writing, direct that future notices or demands be sent to a different address. All notices hereunder shall be deemed given upon receipt (or, if rejected, upon rejection).

24. Miscellaneous. All exhibits, attachments, riders and addenda referred to in this License are incorporated into this Agreement and made a part hereof for all intents and purposes. Time is of the essence with regard to each provision of this Agreement. This Agreement shall be construed and interpreted in accordance with and governed by the laws of the State in which the Premises are located. Each covenant of Railway and Licensee under this Agreement is independent of each other covenant under this Agreement. No default in performance of any covenant by a party shall excuse the other party from the performance of any other covenant. The provisions of Paragraphs 7, 9, 10, 12 and 18 shall survive the expiration or earlier termination of this Agreement.

25. Limitations of Grant. Licensee acknowledges that the license granted hereunder is a quitclaim grant, made without covenants, representations or warranties with respect to Railway's (a) right to make the grant, (b) title in the Premises, or (c) right to use or make available to others the Premises for the purposes contemplated herein. Railway is the owner and/or holder of the Premises subject to the terms and limitations under which it is owned or held, including without limitation conditions, covenants, restrictions, easements (including any pre-existing fiber optic easements or licenses), encroachments, leases, licenses, permits, mortgages, indentures, reversionary interests, fee interests, zoning restrictions and other burdens and limitations, of record and not of record, and to rights of tenants and licensees in possession, and Licensee agrees that the rights licensed hereunder are subject and subordinate to each and all of the foregoing. Licensee accepts this grant knowing that others may claim that Railway has no right to make it, and Licensee, to the extent permitted by the laws of the State of South Carolina, agrees to release, hold harmless and indemnify (and, at Railway's election, defend, at Licensee's sole expense, with counsel approved by Railway) Railway, its affiliated companies, and its and their respective officers, directors, agents and employees, from and against any detriments to, or liabilities of, any type or nature arising from such claims, including punitive damages and any forfeitures declared or occurring as a result of this grant.

26. Limitations Upon Damages. Notwithstanding any other provision of this Agreement, Railway shall not be liable for breach of this Agreement or under this Agreement for any consequential, incidental, exemplary, punitive, special, business damages or lost profits, as well as any claims for death, personal injury, and property loss and damage which occurs by reason of, or arises out of, or is incidental to the interruption in or usage of the Facilities placed upon or about the Premises by Licensee, including without limitation any damages under such claims that might be considered consequential, incidental, exemplary, punitive, special, business damages or lost profits.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate, each part being an original, as of the date first above written.

Witness:

**NORFOLK SOUTHERN RAILWAY
COMPANY**

As to Railway

By: _____
Real Estate Manager

Witness: 1

CITY OF COLUMBIA

As to Licensee

By: _____
Title: City Manager

Witness: 2

As to Licensee

APPROVED AS TO FORM


Legal Department City of Columbia, SC

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this ____ day of _____,
____ by Teresa B. Wilson, City Manager on behalf of the within-named City of Columbia, South
Carolina.

NOTARY PUBLIC FOR THE STATE OF SOUTH CAROLINA

MY COMMISSION EXPIRES: _____

Activity Number 1276211
AD: October 24, 2019
File No. 1794277v1

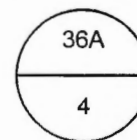


PIPE DATA SHEET

	CARRIER PIPE	CASING PIPE
CONTENTS TO BE HANDLED	SEWER	
MAX. ALLOWABLE OPERATING PRESSURE	GRAVITY	
NOMINAL SIZE OF PIPE	12"	
OUTSIDE DIAMETER	14.6"	
INSIDE DIAMETER	13"	
WALL THICKNESS	1.6"	
WEIGHT PER FOOT	VCP=60LB/FT	
MATERIAL	VCP/CIPP	
PROCESS OF MANUFACTURE	FELT & RESIN SYSTEM	
SPECIFICATION	SEE ATTACHED	
GRADE OR CLASS (Specified Minimum Yield Strength)	SEE SPEC	
TEST PRESSURE	SEE SPEC	
TYPE OF JOINT	NONE	
TYPE OF COATING	RESIN	
DETAILS OF CATHODIC PROTECTION	N/A	
DETAILS OF SEALS OR PROTECTION AT END OF CASING	N/A	
CHARACTER OF SUBSURFACE MATERIAL	UKN	
APPROXIMATE GROUND WATER LEVEL	UNK	
SOURCE OF INFORMATION ON SUBSURFACE CONDITIONS	UNK	

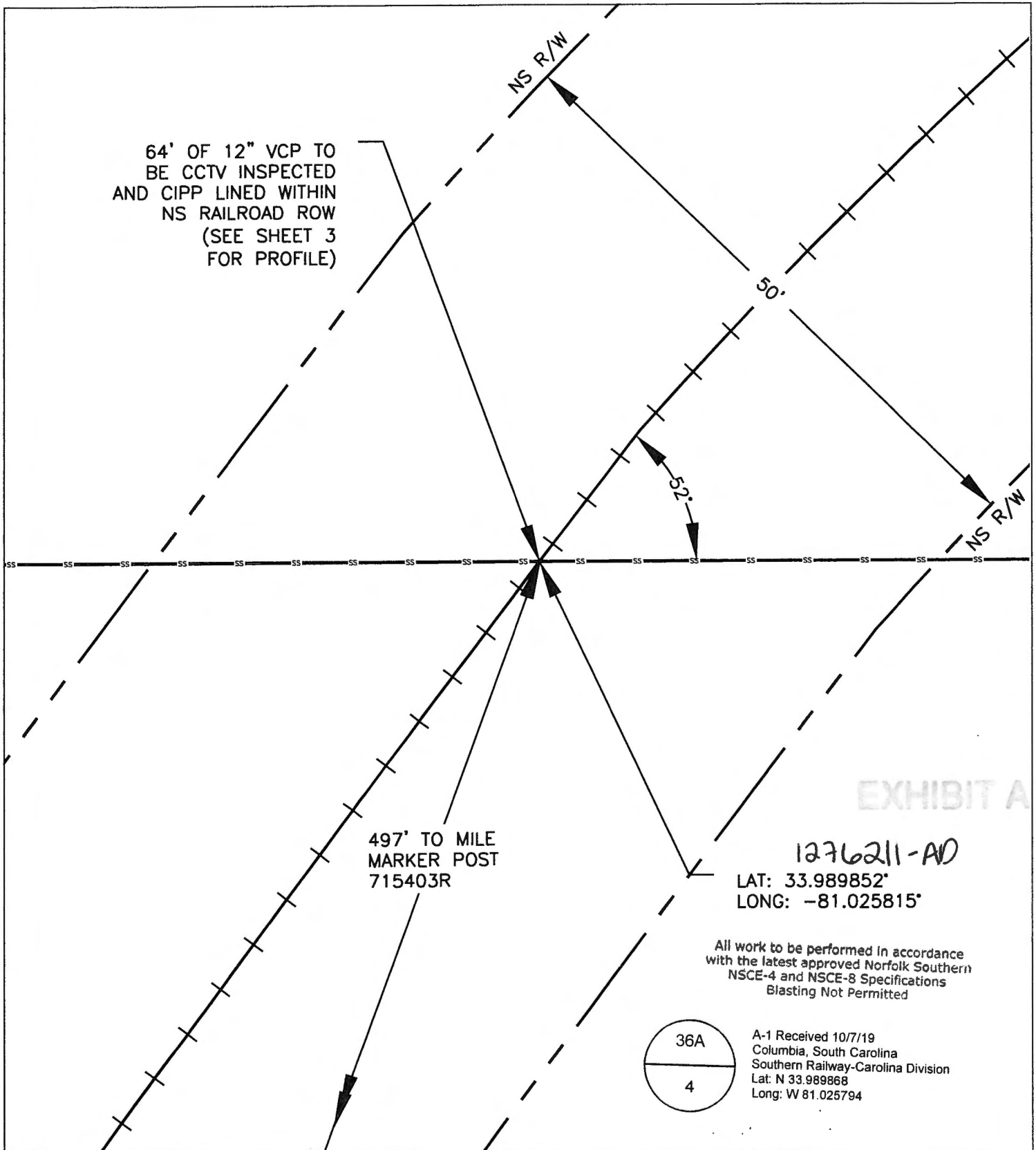
Proposed method of installation (refer to NSCE-8 Specification):

- ☐ Bore and jack
☐ Jacking
☐ Tunneling (with Tunnel Liner Plate)
☐ Directional Bore/Horizontal Direction Drilling – Method A
☐ Directional Bore/Horizontal Direction Drilling – Method B
☐ Open Cut – *All installations directly under any track must be designed as a bored installation. Open cut installations will be considered on a case-by-case basis by Norfolk Southern's Division Superintendent at the time of installation.*
☒ Other (Specify): CIPP LINING



A-1 Received 10/7/19
 Columbia, South Carolina
 Southern Railway-Carolina Division
 Lat: N 33.989868
 Long: W 81.025794

1276211-AD



We Are Columbia

PLAN VIEW

CITY OF COLUMBIA, SOUTH CAROLINA

1136 WASHINGTON STREET
COLUMBIA, SC 29201
(803) 545-3400SS7520-CATAWBA STREET SEWER REHAB
NORFOLK SOUTHERN RAILROAD CROSSING

DATE: 07-17-2019

SCALE: 1" = 10'

SHEET: 2 OF 3

PROJECT: 2180364

DRAWN BY: RMU

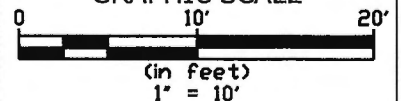
DESIGN BY: RMU

CHECK BY: WHD

APPROVED: WHD

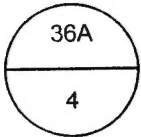
Weston & SampsonTM

GRAPHIC SCALE



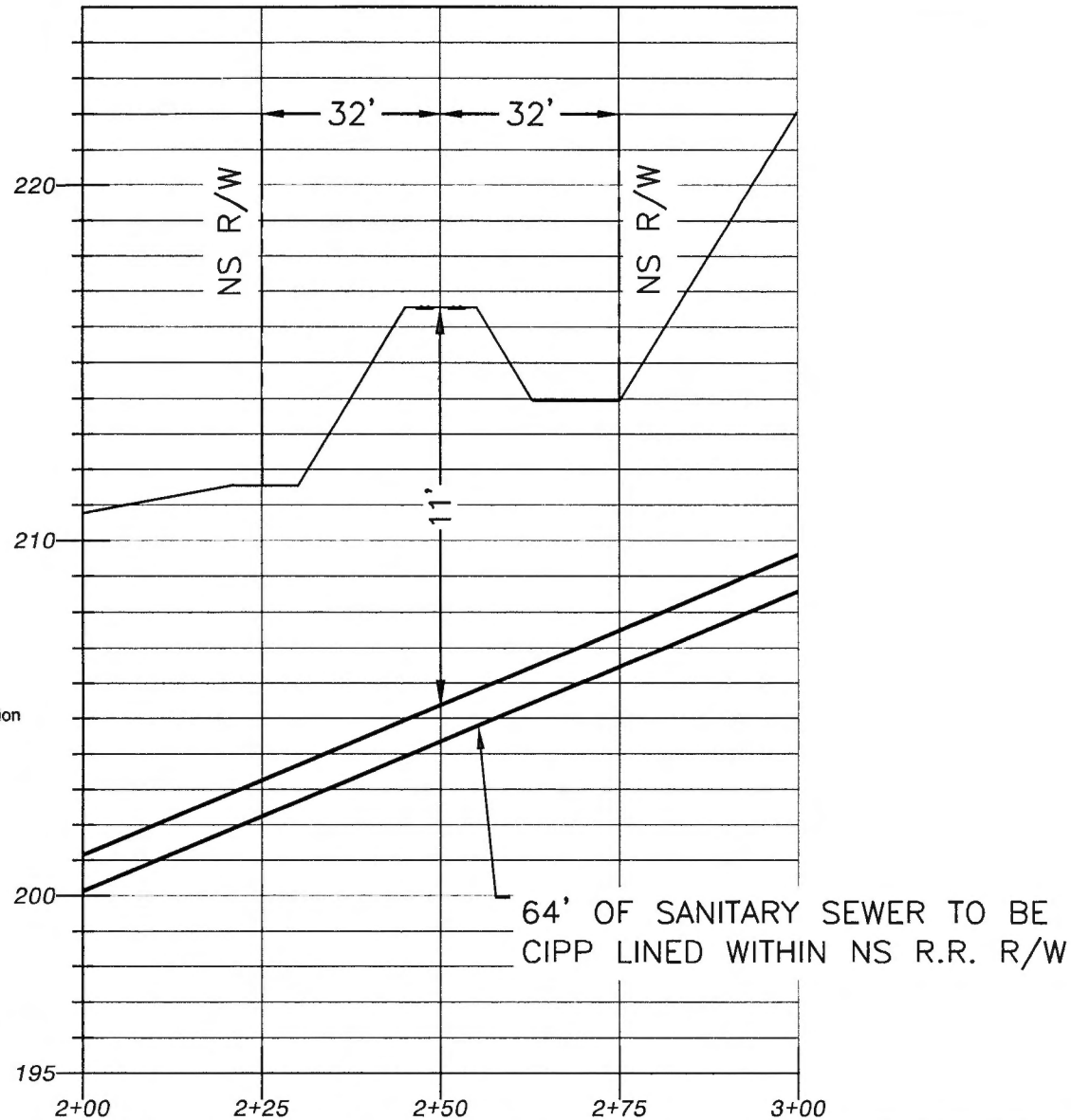
1276211-AD

EXHIBIT B



A-1 Received 10/7/19
Columbia, South Carolina
Southern Railway-Carolina Division
Lat: N 33.989868
Long: W 81.025794

All work to be performed in accordance
with the latest approved Norfolk Southern
NSCE-4 and NSCE-8 Specifications
Blasting Not Permitted



We Are Columbia

PROFILE VIEW

CITY OF COLUMBIA, SOUTH CAROLINA
1136 WASHINGTON STREET
COLUMBIA, SC 29201
(803) 545-3400

SS7520- CATAWBA STREET SEWER REHAB NORFOLK SOUTHERN RAILROAD CROSSING

DATE: 07-17-2019	SCALE: 1" = 30'
SHEET: 3 OF 3	PROJECT: 2180364
DRAWN BY: RMU	DESIGN BY: RMU
CHECK BY: WHD	APPROVED: WHD



Weston & SampsonSM

GRAPHIC SCALE



RESOLUTION NO.: R-2020-037

*Authorizing the City Manager to execute an Encroachment License Agreement
(NS #1276367) between the City of Columbia and Norfolk Southern Railroad for
Blythewood Farms Phase 1 Sewer Replacement CF #349-17*

BE IT RESOLVED by the Mayor and City Council this ____ day of _____,
2020, that the City Manager is authorized to execute the attached Encroachment License
Agreement (NS #1276211) between the City of Columbia and Norfolk Southern Railroad for
Blythewood Farms Phase 1 Sewer Replacement, CF #349-17, for the terms and conditions
therein contained.

Requested by:

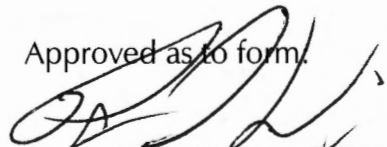
Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form.



Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

THIS AGREEMENT, dated as of the _____ day of _____, 20__ is made and entered into by and between

NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia corporation, whose mailing address is Three Commercial Place, Norfolk, Virginia 23510 (hereinafter called "Railway"); and

CITY OF COLUMBIA, a political subdivision of the State of South Carolina, whose mailing address is PO Box 147, Columbia, South Carolina 29217 (hereinafter called "Licensee").

WITNESSETH

WHEREAS, Licensee proposes to install, construct, maintain, operate and remove an underground crossing of a 12-inch ductile iron pipeline in a 24-inch steel casing pipe (hereinafter called the "Facilities") located in, under and across the right-of-way or property and any tracks of Railway, at or near:

- Milepost R-91.05, Charlotte-Augusta Line
- Latitude N 34.200563, Longitude W 80.971109
- Columbia, Richland County, South Carolina
- Valuation Section 36, Map 20, Stationing 4812+75

the same to be located in accordance with and limited to the installation shown on print of drawings marked Exhibits A and B, received by Railway on October 14, 2019, and Pipe Data Sheet, attached hereto and made a part hereof; and

WHEREAS, Licensee desires a license to use such right-of-way or property of Railway for the installation, construction, maintenance, operation and removal of the Facilities.

NOW, THEREFORE, for and in consideration of the premises, the payment of a non-refundable, non-assignable one-time fee in the amount of TWELVE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$12,500.00) to cover the Risk Financing Fee (as hereinafter defined) in the amount of \$1,000.00 and a one-time license fee in the amount of \$11,500.00, and the covenants hereinafter set forth, Railway hereby permits and grants to Licensee, insofar as Railway has the right to do so, without warranty and subject to all encumbrances, covenants and easements to which Railway's title may be subject, the right to use and occupy so much of Railway's right-of-way or property as may be necessary for the installation, construction, maintenance, operation and removal of the Facilities (said right-of-way or property of Railway being hereinafter collectively called the "Premises"), upon the following terms and conditions:

1. Use and Condition of the Premises. The Premises shall be used by Licensee only for the installation, construction, maintenance, operation and removal of the Facilities and for no other purpose without the prior written consent of Railway, which consent may be withheld by Railway in its sole discretion. Licensee accepts the Premises in their current "as is" condition, as

suit for the operation of the Facilities, and without the benefit of any improvements to be constructed by Railway.

2. Installation of the Facilities; Railway Support. Licensee shall, at its expense, install, construct, maintain and operate the Facilities on a lien-free basis and in such a manner as will not interfere with the operations of Railway, or endanger persons or property of Railway. Such installation, construction, maintenance and operation of the Facilities shall be in accordance with (a) the plans and specifications (if any) shown on the prints attached hereto and any other specifications prescribed by Railway, (b) applicable laws, regulations, ordinances and other requirements of federal, state and local governmental authorities, and (c) applicable specifications of the American Railway Engineering and Maintenance-of-Way Association, when not in conflict with the applicable plans, specifications, laws, regulations, ordinances or requirements mentioned in (a) and (b), above. All underground pipes must have secondary pipe containment if the material flowing through the pipeline poses a safety or environmental hazard. Any change to the character, capacity or use of the Facilities shall require execution of a new agreement.

3. Railway Support. Railway shall, at Railway's option, furnish, at the sole expense of Licensee, labor and materials necessary, in Railway's sole judgment, to support its tracks and to protect its traffic (including, without limitation, flagging) during the installation, construction, maintenance, repair, or removal of the Facilities.

4. Electronic Interference. Licensee will provide Railway with no less than sixty (60) days advance written notice prior to the installation and operation of cathodic protection in order that tests may be conducted on Railway's signal, communications and other electronic systems (hereinafter collectively called the "Electronic Systems") for possible interference. If the Facilities cause degradation of the Electronic Systems, Licensee, at its expense, will either relocate the cathodic protection or modify the Facilities to the satisfaction of Railway so as to eliminate such degradation. Such modifications may include, without limiting the generality of the foregoing, providing additional shielding, reactance or other corrective measures deemed necessary by Railway. The provisions of this paragraph 4 shall apply to the Electronic Systems existing as of the date of this Agreement and to any Electronic Systems that Railway may install in the future.

5. Corrective Measures. If Licensee fails to take any corrective measures requested by Railway in a timely manner, or if an emergency situation is presented which, in Railway's judgment, requires immediate repairs to the Facilities, Railway, at Licensee's expense, may undertake such corrective measures or repairs as it deems necessary or desirable.

6. Railway Changes. If Railway shall make any changes, alterations or additions to the line, grade, tracks, structures, roadbed, installations, right-of-way or works of Railway, or to the character, height or alignment of the Electronic Systems, at or near the Facilities, Licensee shall, upon thirty (30) days prior written notice from Railway and at its sole expense, make such changes in the location and character of the Facilities as, in the opinion of the chief engineering officer of Railway, shall be necessary or appropriate to accommodate any construction, improvements, alterations, changes or additions of Railway.

7. Assumption of Risk. Unless caused solely by the negligence of Railway or caused solely by the willful misconduct of Railway, Licensee hereby assumes all risk of damage to the Facilities and Licensee's other property relating to its use and occupation of the Premises or business carried on the Premises and any defects to the Premises; and Licensee, to the extent permitted by the laws of the State of South Carolina, hereby indemnifies Railway, its officers, directors, agents and employees from and against any liability for such damage.

8. Entry Upon Premises. Prior to commencement of any work to be performed on or about the Premises, Licensee shall notify the appropriate Division Engineer for the scheduling of protection and inspection. Within seventy-two (72) hours after the Division Engineer's actual receipt of such notification, the Division Engineer shall review the necessity and availability of flagmen for the proposed work and advise Licensee of such matters and the estimated cost therefor. No work shall be permitted on or about the Premises without the presence of Railway's flagman or the Division Engineer's waiver of the requirement for flag protection. Entry on or about the Premises or any other Railway right-of-way without the Division Engineer's prior approval shall be deemed trespassing. Licensee agrees to pay Railway, within thirty (30) days after delivery of an invoice therefor, for any protection and inspection costs incurred by Railway, in Railway's sole judgment, during any such entry.

9. Liens; Taxes. Licensee will not permit any mechanic's liens or other liens to be placed upon the Premises, and nothing in this Agreement shall be construed as constituting the consent or request of Railway, express or implied, to any person for the performance of any labor or the furnishing of any materials to the Premises, nor as giving Licensee any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that could give rise to any mechanic's liens or other liens against the Premises. In addition, Licensee shall be liable for all taxes levied or assessed against the Facilities and any other equipment or other property placed by Licensee within the Premises. In the event that any such lien shall attach to the Premises or Licensee shall fail to pay such taxes, then, in addition to any other right or remedy available to Railway, Railway may, but shall not be obligated to, discharge the same. Any amount paid by Railway for any of the aforesaid purposes, together with related court costs, attorneys' fees, fines and penalties, shall be paid by Licensee to Railway within ten (10) days after Railway's demand therefor.

10. Indemnification. Licensee, to the extent permitted by the laws of the State of South Carolina, hereby agrees to indemnify and save harmless Railway, its officers, directors, agents and employees, from and against any and all liabilities, claims, losses, damages, expenses (including attorneys' fees) or costs for personal injuries (including death) and property damage to whomsoever or whatsoever occurring (hereinafter collectively called "Losses") that arise in any manner from (a) the installation, construction, maintenance, operation, presence or removal of, or the failure to properly install, construct, maintain, operate or remove, the Facilities, or (b) any act, omission or neglect of Licensee, its agents, servants, employees or contractors in connection therewith, unless caused solely by the negligence of Railway or caused solely by the willful misconduct of Railway.

11. Insurance.

(a) Without limiting in any manner the liability and obligations assumed by Licensee under any other provision of this Agreement, and as additional protection to Railway, Licensee shall, at its expense, pay the Risk Financing Fee set forth in subparagraph (i) below and shall procure and maintain with insurance companies satisfactory to Railway, the insurance policies described in subparagraphs (ii) and (iii).

(i) Upon execution of this Agreement, Licensee shall pay Railway a risk financing fee of \$1,000.00 per installation (herein called the "Risk Financing Fee") to provide Railroad Protective Liability Insurance or such supplemental insurance (which may be self-insurance) as Railway, in its sole discretion, deems to be necessary or appropriate.

(ii) Prior to commencement of installation or maintenance of the Facilities or entry on Railway's property, Licensee, and its contractor if it employs one, shall procure and maintain for the course of said installation and maintenance, a general liability insurance policy naming Railway as an additional insured, and containing products and completed operations and contractual liability coverage, with a combined single limit of not less than \$1,000,000 for each occurrence.

(iii) Prior to commencement of any subsequent maintenance of the Facility during the term of this Agreement, unless Railway elects to make available and Licensee pays the then current risk financing fee for each affected installation, Licensee, or its contractor if it employs one, shall furnish Railway with an original Railroad Protective Liability Insurance Policy naming Railway as the named insured and having a limit of not less than a combined single limit of \$2,000,000 each occurrence and \$6,000,000 aggregate. Such policy shall be written using Insurance Services Offices Form Numbers CG 00 35 01 10 01.

(b) All insurance required under preceding subsection (a) shall be underwritten by insurers and be of such form and content as may be acceptable to Railway. Prior to commencement of installation or maintenance of the Facilities or any entry on Railway's property, Licensee, or its contractor if it employs one, shall: furnish to Railway's Risk Manager, Three Commercial Place, Norfolk, Virginia 23510-2191 (or such other representative and/or address as subsequently given by Railway to Licensee in writing), for approval, the original policy described in subsection (a)(iii) and a certificate of insurance evidencing the existence of a policy with the coverage described in subsection (a)(ii).

12. Environmental Matters. Licensee assumes all responsibility for any environmental obligations imposed under applicable laws, regulations, ordinances or other requirements of federal, state and local governmental authorities relating to (a) the installation, construction, maintenance, operation or removal of the Facilities, including notification and reporting of any releases, and (b) any contamination of any property, water, air or groundwater arising or resulting, in whole or in part, from Licensee's operation or use of the Premises pursuant to this Agreement. In addition, Licensee shall obtain any necessary permits to install,

construct, maintain, operate or remove the Facilities. Licensee, to the extent permitted by the laws of the State of South Carolina, agrees to indemnify and hold harmless Railway from and against any and all fines, penalties, demands or other Losses (including attorneys' fees) incurred by Railway or claimed by any person, company or governmental entity relating to (a) any contamination of any property, water, air or groundwater due to the use or presence of the Facilities on the Premises, (b) Licensee's violation of any laws, regulations or other requirements of federal, state or local governmental authorities in connection with the use or presence of the Facilities on the Premises or (c) any violation of Licensee's obligations imposed under this paragraph. To the extent permitted by the laws of the State of South Carolina, this indemnity provision shall extend to any cleanup and investigative costs relating to any contamination of the Premises arising or resulting from, in whole or in part, Licensee's use of the Facilities or any other activities by or on behalf of Licensee occurring on or about the Premises. Licensee further agrees not to dispose of any trash, debris or wastes, including hazardous waste, on the Premises and will not conduct any activities on the Premises which would require a hazardous waste treatment, storage or disposal permit.

13. Assignments and Other Transfers.

(a) Licensee shall not assign, transfer, sell, mortgage, encumber, sublease or otherwise convey (whether voluntarily, involuntarily or by operation of law) this Agreement or any interest therein, nor license, mortgage, encumber or otherwise grant to any other person or entity (whether voluntarily, involuntarily or by operation of law) any right or privilege in or to the Premises (or any interest therein), in whole or in part, without the prior written consent of Railway, which consent may be withheld by Railway in its sole discretion. Any such assignment or other transfer made without Railway's prior written consent shall be null and void and, at Railway's option, shall constitute an immediate default of this Agreement. Notwithstanding the foregoing, upon prior written notice to Railway, Licensee may assign this Agreement to a parent, a wholly-owned subsidiary of Licensee or a wholly-owned subsidiary of Licensee's parent without Railway's consent; provided, however, that no such assignment shall relieve Licensee of its obligations under this Agreement.

(b) Railway shall have the right to transfer and assign, in whole or in part, all its rights and obligations hereunder and in or to the Premises. From and after the effective date of any such assignment or transfer, Railway shall be released from any further obligations hereunder; and Licensee shall look solely to such successor-in-interest of Railway for the performance of the obligations of "Railway" hereunder.

14. Meaning of "Railway". The word "Railway" as used herein shall include any other company whose property at the aforesaid location may be leased or operated by Railway. Said term also shall include Railway's officers, directors, agents and employees, and any parent company, subsidiary or affiliate of Railway and their respective officers, directors, agents and employees.

15. Default; Remedies.

(a) The following events shall be deemed to be events of default by Licensee under this Agreement:

(i) Licensee shall fail to pay the Fee or any other sum of money due hereunder and such failure shall continue for a period of ten (10) days after the due date thereof;

(ii) Licensee shall fail to comply with any provision of this Agreement not requiring the payment of money, all of which terms, provisions and covenants shall be deemed material, and such failure shall continue for a period of thirty (30) days after written notice of such default is delivered to Licensee;

(iii) Licensee shall become insolvent or unable to pay its debts as they become due, or Licensee notifies Railway that it anticipates either condition;

(iv) Licensee takes any action to, or notifies Railway that Licensee intends to file a petition under any section or chapter of the United States Bankruptcy Code, as amended from time to time, or under any similar law or statute of the United States or any State thereof; or a petition shall be filed against Licensee under any such statute; or

(v) A receiver or trustee shall be appointed for Licensee's license interest hereunder or for all or a substantial part of the assets of Licensee, and such receiver or trustee is not dismissed within sixty (60) days of the appointment.

(b) Upon the occurrence of any event or events of default by Licensee, whether enumerated in this paragraph 15 or not, Railway shall have the option to pursue any remedies available to it at law or in equity without any additional notices to Licensee. Railway's remedies shall include, but not be limited to, the following: (i) termination of this Agreement, in which event Licensee shall immediately surrender the Premises to Railway; (ii) entry into or upon the Premises to do whatever Licensee is obligated to do under the terms of this License, in which event Licensee shall reimburse Railway on demand for any expenses which Railway may incur in effecting compliance with Licensee's obligations under this License, but without rendering Railway liable for any damages resulting to Licensee or the Facilities from such action; and (iii) pursuit of all other remedies available to Railway at law or in equity, including, without limitation, injunctive relief of all varieties.

16. Railway Termination Right. Notwithstanding anything to the contrary in this Agreement, Railway shall have the right to terminate this Agreement and the rights granted hereunder, after delivering to Licensee written notice of such termination no less than sixty (60) days prior to the effective date thereof, upon the occurrence of any one or more of the following events:

(a) If Licensee shall discontinue the use or operations of the Facilities; or

(b) If Railway shall be required by any governmental authority having jurisdiction over the Premises to remove, relocate, reconstruct or discontinue operation of its railroad on or about the Premises; or

(c) If Railway, in the good faith judgment of its Superintendent, shall require a change in the location or elevation of its railroad on or about the location of the Facilities or the Premises that might effectively prohibit the use or operation of the Facilities; or

(d) If Railway, in the good faith judgment of its Superintendent, determines that the maintenance or use of the Facilities unduly interferes with the operation and maintenance of the facilities of Railway, or with the present or future use of such property by Railway, its lessees, affiliates, successors or assigns, for their respective purposes.

17. Condemnation. If the Premises or any portion thereof shall be taken or condemned in whole or in part for public purposes, or sold in lieu of condemnation, then this Agreement and the rights granted to Licensee hereunder shall, at the sole option of Railway, forthwith cease and terminate. All compensation awarded for any taking (or sale proceeds in lieu thereof) shall be the property of Railway, and Licensee shall have no claim thereto, the same being hereby expressly waived by Licensee.

18. Removal of Facilities; Survival. The Facilities are and shall remain the personal property of Licensee. Upon the expiration or termination of this Agreement, Licensee shall remove the Facilities from the Premises within thirty (30) days after the effective date thereof. In performing such removal, unless otherwise directed by Railway, Licensee shall restore the Premises to the same condition as existed prior to the installation or placement of Facilities, reasonable wear and tear excepted. In the event Licensee shall fail to so remove the Facilities or restore the Premises, the Facilities shall be deemed to have been abandoned by Licensee, and the same shall become the property of Railway for Railway to use, remove, destroy or otherwise dispose of at its discretion and without responsibility for accounting to Licensee therefor; provided, however, in the event Railway elects to remove the Facilities, Railway, in addition to any other legal remedy it may have, shall have the right to recover from Licensee all costs incurred in connection with such removal and the restoration of the Premises. Notwithstanding anything to the contrary contained in this Agreement, the expiration or termination of this Agreement, whether by lapse of time or otherwise, shall not relieve Licensee from Licensee's obligations accruing prior to the expiration or termination date, and such obligations shall survive any such expiration or other termination of this Agreement.

19. Entire Agreement. This Agreement contains the entire agreement of Railway and Licensee and supersedes any prior understanding or agreement between Railway and Licensee respecting the subject matter hereof; and no representations, warranties, inducements, promises or agreements, oral or otherwise, between the parties not embodied in this Agreement shall be of any force or effect.

20. Attorneys' Fees. If Railway should bring any action under this Agreement, or consult or place the Agreement or any amount payable by Licensee hereunder, with an attorney concerning or for the enforcement of any of Railway's rights hereunder, then Licensee agrees in each and any such case to pay to Railway all costs, including but not limited to court costs and attorneys' fees, incurred in connection therewith.

21. Severability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby; and it is also the intention of the parties to this Agreement that in lieu of each clause or provision of this Agreement that is illegal, invalid or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

22. Modifications; Waiver; Successors and Assigns. This Agreement may not be altered, changed or amended, except by instrument in writing signed by both parties hereto. No provision of this Agreement shall be deemed to have been waived by Railway unless such waiver shall be in a writing signed by Railway and addressed to Licensee, and no such waiver shall affect or alter this Agreement, but each and every covenant, condition, agreement and term of this Agreement shall continue in full force and effect. No nor shall any custom or practice that may evolve between the parties in the administration of the terms hereof shall be construed to waive or lessen the right of Railway to insist upon the performance by Licensee in strict accordance with the terms hereof. The terms and conditions contained in this Agreement shall apply to, inure to the benefit of, and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided. If there shall be more than one Licensee, the obligations hereunder imposed upon Licensee shall be joint and several.

23. Notice. Any and all other notices, demands or requests by or from Railway to Licensee, or Licensee to Railway, shall be in writing and shall be sent by (a) postage paid, certified mail, return receipt requested, or (b) a reputable national overnight courier service with receipt therefor, or (c) personal delivery, and addressed in each case as follows:

If to Railway:

c/o Norfolk Southern Corporation
1200 Peachtree Street, NE – 12th Floor
Atlanta, Georgia 30309-3504
Attention: Director Real Estate

If to Licensee:

City of Columbia
PO Box 147
Columbia, South Carolina 29217
Attention: Department of Engineering

Either party may, by notice in writing, direct that future notices or demands be sent to a different address. All notices hereunder shall be deemed given upon receipt (or, if rejected, upon rejection).

24. Miscellaneous. All exhibits, attachments, riders and addenda referred to in this License are incorporated into this Agreement and made a part hereof for all intents and purposes. Time is of the essence with regard to each provision of this Agreement. This Agreement shall be construed and interpreted in accordance with and governed by the laws of the State in which the Premises are located. Each covenant of Railway and Licensee under this Agreement is independent of each other covenant under this Agreement. No default in performance of any covenant by a party shall excuse the other party from the performance of any other covenant. The provisions of Paragraphs 7, 9, 10, 12 and 18 shall survive the expiration or earlier termination of this Agreement.

25. Limitations of Grant. Licensee acknowledges that the license granted hereunder is a quitclaim grant, made without covenants, representations or warranties with respect to Railway's (a) right to make the grant, (b) title in the Premises, or (c) right to use or make available to others the Premises for the purposes contemplated herein. Railway is the owner and/or holder of the Premises subject to the terms and limitations under which it is owned or held, including without limitation conditions, covenants, restrictions, easements (including any pre-existing fiber optic easements or licenses), encroachments, leases, licenses, permits, mortgages, indentures, reversionary interests, fee interests, zoning restrictions and other burdens and limitations, of record and not of record, and to rights of tenants and licensees in possession, and Licensee agrees that the rights licensed hereunder are subject and subordinate to each and all of the foregoing. Licensee accepts this grant knowing that others may claim that Railway has no right to make it, and Licensee, to the extent permitted by the laws of the State of South Carolina, agrees to release, hold harmless and indemnify (and, at Railway's election, defend, at Licensee's sole expense, with counsel approved by Railway) Railway, its affiliated companies, and its and their respective officers, directors, agents and employees, from and against any detriments to, or liabilities of, any type or nature arising from such claims, including punitive damages and any forfeitures declared or occurring as a result of this grant.

26. Limitations Upon Damages. Notwithstanding any other provision of this Agreement, Railway shall not be liable for breach of this Agreement or under this Agreement for any consequential, incidental, exemplary, punitive, special, business damages or lost profits, as well as any claims for death, personal injury, and property loss and damage which occurs by reason of, or arises out of, or is incidental to the interruption in or usage of the Facilities placed upon or about the Premises by Licensee, including without limitation any damages under such claims that might be considered consequential, incidental, exemplary, punitive, special, business damages or lost profits.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate, each part being an original, as of the date first above written.

Witness:

**NORFOLK SOUTHERN RAILWAY
COMPANY**

As to Railway

By: _____
Real Estate Manager

Witness: 1

CITY OF COLUMBIA

As to Licensee

By: _____
Title: City Manager

Witness: 2

As to Licensee

APPROVED AS TO FORM


Legal Department City of Columbia, SC

Activity Number 1276367
AD: October 24, 2019
File No. 1794298v1



PIPE DATA SHEET

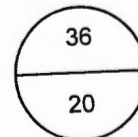
	CARRIER PIPE	CASING PIPE
CONTENTS TO BE HANDLED	WATER	CARRIER PIPE
MAX. ALLOWABLE OPERATING PRESSURE	350 PSI	0
NOMINAL SIZE OF PIPE	12"	24"
OUTSIDE DIAMETER	13.2"	24.75"
INSIDE DIAMETER	12.64"	24"
WALL THICKNESS	0.28"	0.375"
WEIGHT PER FOOT	36.4#	94.62#
MATERIAL	DIP	STEEL
PROCESS OF MANUFACTURE	DeLAVAUD	ERW
SPECIFICATION	AWW C151	ANSI A53
GRADE OR CLASS (Specified Minimum Yield Strength)	CLASS 350 (92,000PSI)	TYPE S, GRADE B (35,000PSI)
TEST PRESSURE	150PSI	35,000PSI
TYPE OF JOINT	RESTRAINED	WELDED
TYPE OF COATING	CEMENT LINED	COAL TAR EPOXY
DETAILS OF CATHODIC PROTECTION	NONE	N/A
DETAILS OF SEALS OR PROTECTION AT END OF CASING	N/A	COMMERCIAL END SEAL
CHARACTER OF SUBSURFACE MATERIAL	SANDY	SANDY
APPROXIMATE GROUND WATER LEVEL	UNK	UNK
SOURCE OF INFORMATION ON SUBSURFACE CONDITIONS	NRCS	NRCS

BLASTING NOT PERMITTED

 All work to be performed in accordance
with the latest approved Norfolk Southern
NSCE-4 and NSCE-8 Specifications

Proposed method of installation (refer to NSCE-8 Specification):

- ☒ Bore and jack
☐ Jacking
☐ Tunneling (with Tunnel Liner Plate)
☐ Directional Bore/Horizontal Direction Drilling – Method A
☐ Directional Bore/Horizontal Direction Drilling – Method B
☐ Open Cut – *All installations directly under any track must be designed as a bored installation. Open cut installations will be considered on a case-by-case basis by Norfolk Southern's Division Superintendent at the time of installation.*
☐ Other (Specify): _____

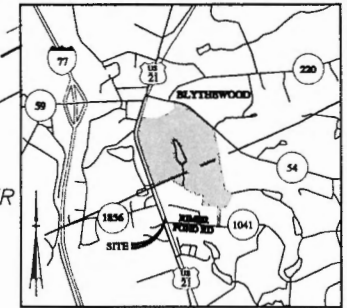
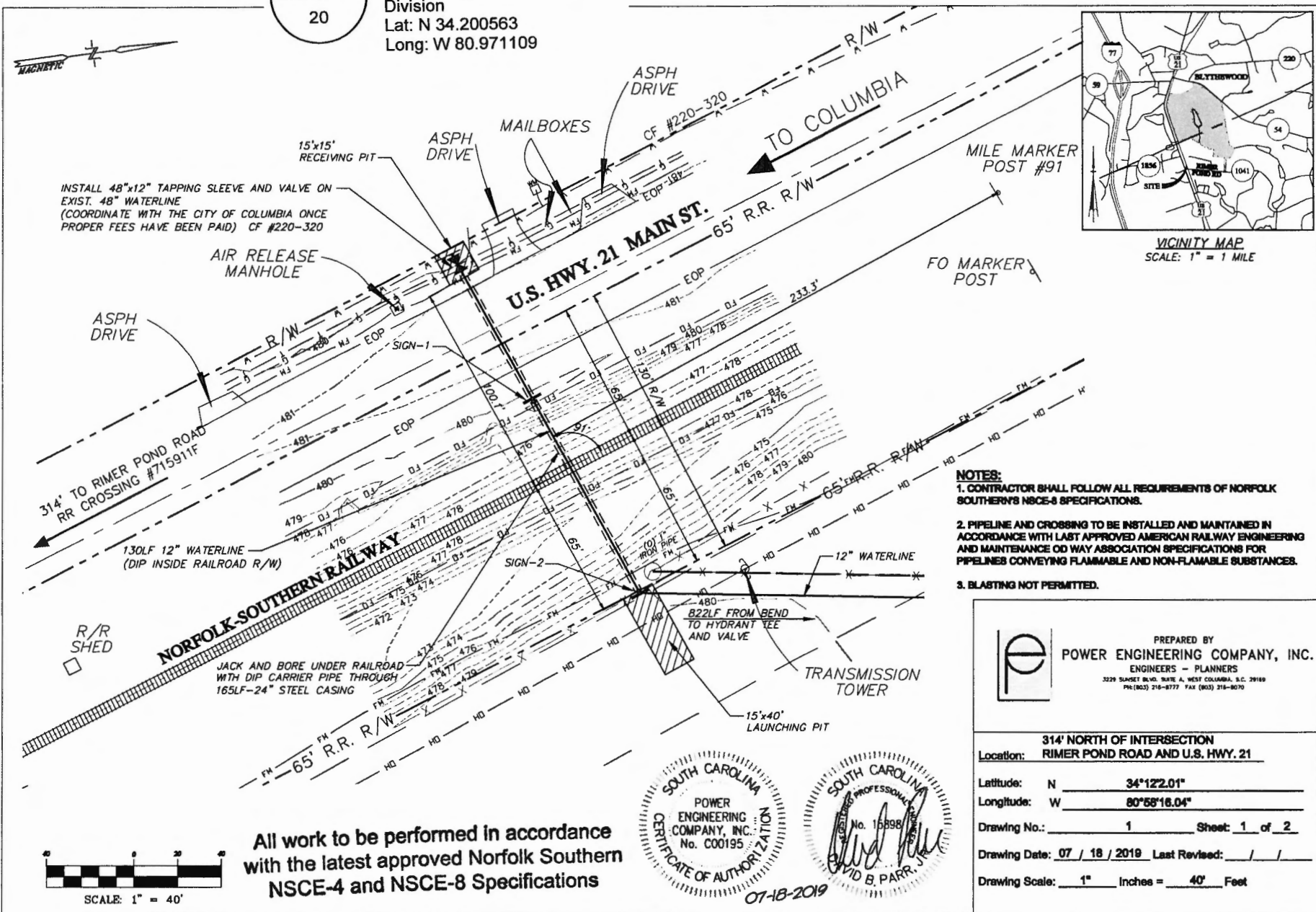

 A-1 received 10/14/2019
 Columbia, South Carolina
 Southern Railway-Carolina
 Division
 Lat: N 34.200563
 Long: W 80.971109

1276367 - AD

36

20

A-1 received 10/14/2019
Columbia, South Carolina
Southern Railway-Carolina
Division
Lat: N 34.200563
Long: W 80.971109



VICINITY MAP
SCALE: 1" = 1 MILE

NOTES:

1. CONTRACTOR SHALL FOLLOW ALL REQUIREMENTS OF NORFOLK SOUTHERN'S NSCE-8 SPECIFICATIONS.
2. PIPELINE AND CROSSING TO BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH LAST APPROVED AMERICAN RAILWAY ENGINEERING AND MAINTENANCE OD WAY ASSOCIATION SPECIFICATIONS FOR PIPELINES CONVEYING FLAMMABLE AND NON-FLAMMABLE SUBSTANCES.
3. BLASTING NOT PERMITTED.

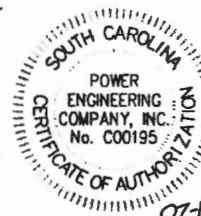


PREPARED BY
POWER ENGINEERING COMPANY, INC.
ENGINEERS - PLANNERS
3229 SUMMIT BLVD. SUITE A, WEST COLUMBIA, S.C. 29180
PH: (803) 216-8777 FAX: (803) 216-8070

Location: 314' NORTH OF INTERSECTION
RIMER POND ROAD AND U.S. HWY. 21

Latitude: N 34°12'22.01"
Longitude: W 80°58'18.04"
Drawing No.: 1 Sheet: 1 of 2
Drawing Date: 07 / 18 / 2019 Last Revised: / /
Drawing Scale: 1" Inches = 40' Feet

All work to be performed in accordance
with the latest approved Norfolk Southern
NSCE-4 and NSCE-8 Specifications

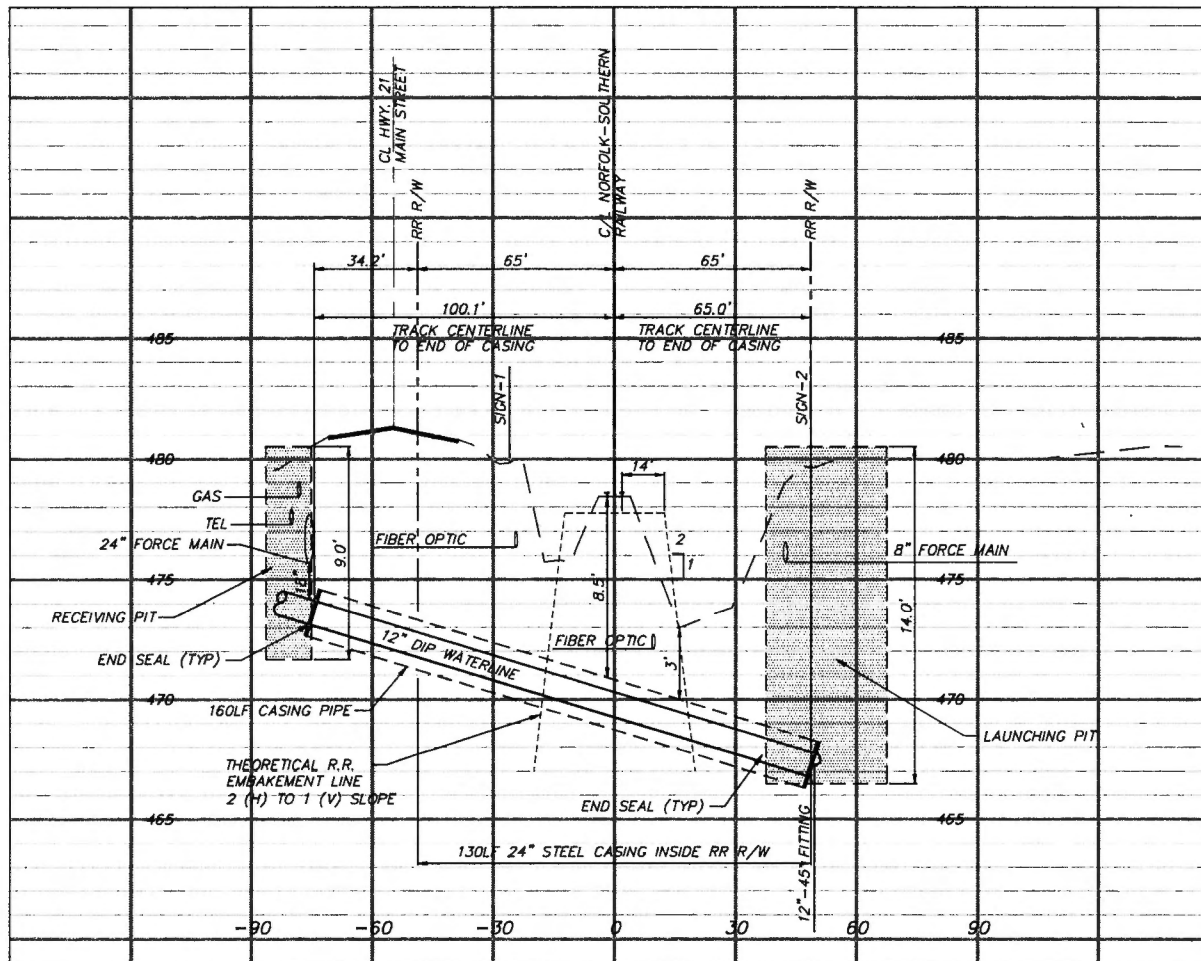


07-18-2019

BLASTING NOT PERMITTED

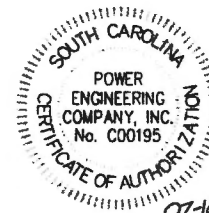
EXHIBIT A

1276367-A10



36
20

A-1 received 10/14/2019
Columbia, South Carolina
Southern Railway-Carolina
Division
Lat: N 34.200563
Long: W 80.971109



BLASTING NOT PERMITTED

All work to be performed in accordance with the latest approved Norfolk Southern NSCE-4 and NSCE-8 Specifications

NOTES:

1. CONTRACTOR SHALL FOLLOW ALL REQUIREMENTS OF NORFOLK SOUTHERN'S NSCE-8 SPECIFICATIONS.
2. PIPELINE AND CROSSING TO BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH LATEST APPROVED AMERICAN RAILWAY ENGINEERING AND MAINTENANCE OF WAY ASSOCIATION SPECIFICATIONS FOR PIPELINES CONVEYING FLAMMABLE AND NON-FLAMMABLE SUBSTANCES.
3. BLASTING NOT PERMITTED.



PREPARED BY
POWER ENGINEERING COMPANY, INC.
ENGINEERS - PLANNERS
3329 SUMMIT BLVD. SUITE A, WEST COLUMBIA, S.C. 29169
PH: (803) 216-8777 FAX: (803) 216-8070

314' NORTH OF INTERSECTION

Location: RIMER POND ROAD AND U.S. HWY. 21

Latitude: N 34°12'2.01"

Longitude: W 80°58'18.04"

Drawing No.: 2 **Sheet:** 2 of 2

Drawing Date: 07 / 18 / 2019 **Revised:** / /

Drawing Scale: V 1" = 5' Feet

Drawing Scale: H 1" = 40' Feet

EXHIBIT B

1276367-AK

RESOLUTION NO.: R-2020-038

Certifying Units within the Buildings Including and Adjacent to the Building Known as the Moe Levy's Building as Abandoned Building Sites 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 properties located at 1105 Lady Street, 1115 Lady Street and 1304 Assembly Street, Columbia, SC, TMS #s R09013-05-10, R09013-05-09 and R09013-05-11

WHEREAS, the South Carolina Abandoned Buildings Revitalization Act of 2013 (the "Act") was enacted in Title 12, Chapter 67 of the South Carolina Code of Laws to create an incentive for the rehabilitation, renovation and redevelopment of abandoned buildings located in South Carolina; and,

WHEREAS, the Act provides that restoration of abandoned buildings into productive assets for the communities in which they are located serves a public and corporate purpose and results in job opportunities; and,

WHEREAS, Section 12-67-120 of the Act provides the following definitions (in pertinent part):

(1) "Abandoned building" means a building or structure, which clearly may be delineated from other buildings or structures, at least sixty-six percent of the space in which has been closed continuously to business or otherwise nonoperational for income producing purposes for a period of at least five years immediately preceding the date on which the taxpayer files a "Notice of Intent to Rehabilitate". For purposes of this item, a building or structure that otherwise qualifies as an "abandoned building" may be subdivided into separate units or parcels, which units or parcels may be owned by the same taxpayer or different taxpayers, and each unit or parcel is deemed to be an abandoned building site for purposes of determining whether each subdivided parcel is considered to be abandoned.

(2) "Building site" means the abandoned building together with the parcel of land upon which it is located and other improvements located on the parcel. However, the area of the building site is limited to the land upon which the abandoned building is located and the land immediately surrounding such building used for parking and other similar purposes directly related to the building's income producing use; and,

WHEREAS, Section 12-67-140 of the Act provides that a taxpayer who rehabilitates an abandoned building is eligible either for a credit against certain income taxes and license fees; and,

WHEREAS, Section 12-67-160 of the Act provides that a taxpayer may apply to the municipality or county in which the abandoned building is located for a certification of the abandoned building site made by ordinance or binding resolution of the governing body of the municipality or county. The certification must include findings that the:

- (1) abandoned building site was an abandoned building as defined in Section 12-67-120(1); and,
- (2) geographic area of the abandoned building site is consistent with Section 12-67-120(2); and,

WHEREAS, **1300 Assembly, LLC** (the "Taxpayer") is the owner and developer of certain real property including and adjacent to the building once known as Moe Levy's, located at 1105 Lady Street, 1115 Lady Street and 1304 Assembly Street, Columbia, SC, as referenced in deeds recorded, respectively, on August, 2, 2013 in the Richland County Register of Deeds Office in Book 1884, Page 1660; April 9, 2015 in the Richland County Register of Deeds Office in Book 2019, Page 83; and April 9, 2015 in the Richland County Register of Deeds Office in Book 2019, Page 83, which property is further identified on the Richland County Tax Map as TMS Nos. R09013-05-10, R09013-05-09 and R09013-05-11 (collectively, the "Property"); and,

WHEREAS, the Taxpayer has subdivided the structure into three separate units as indicated in the Request to Certify; and,

WHEREAS, the taxpayer intends to demolish the existing site and rebuild the building site into retail/commercial use, specifically a restaurant, apartments and parking facility; and,

WHEREAS, the Property is located in the City of Columbia, in Richland County, South Carolina; and,

WHEREAS, the Taxpayer has requested that the City of Columbia certify (i) that each of the three units are eligible as abandoned building sites as defined by and referenced in Section 12-67-120(1), and (ii) that the geographic area of the abandoned building sites include the land upon which the abandoned building sites are located and the land immediately surrounding such building sites used for parking and other similar purposes directly related to the building sites' income producing use; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2020, as follows:

Section 1. The Taxpayer has submitted to the City a request to certify the abandoned building site pursuant to Section 12-67-160 of the Act (the "Request to Certify").

Section 2. The City has reviewed the Request to Certify, supporting documentation, conferred with the Taxpayer and conducted its own review of the Property.

Section 3. The City hereby certifies solely for purposes of the income tax and license fee credit that (i) the three units each constitute an abandoned building site as defined by and referenced in Section 12-67-120(1) of the Act, and (ii) the geographic area of the building sites are consistent with Section 12-67-120(2) of the Act.

Requested by:

Assistant City Manager Gentry

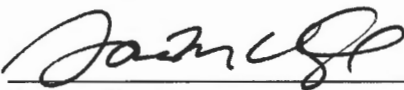
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Deputy City Attorney

City Clerk

Introduced:
Final Reading:

1300 Assembly, LLC
Request to Certify
Supporting Documentation

This supporting documentation accompanies 1300 Assembly, LLC's request for the City of Columbia City Council to certify as abandoned the building on the following plats:

1. 1105 Lady Street – TMS # R09013-05-10;
2. 1115 Lady Street – TMS # R09013-05-09;
3. 1304 Assembly Street – TMS #R09013-05-11.

All portions of the building on the three plats above have remained completely vacant for greater than the last five years except as follows:

1. 1105 Lady Street contains 10,880 square feet, and was purchased by 1300 Assembly, LLC on August 2, 2013. Since the purchase date, 1,005 square feet have continuously been leased by Initially Yours LLC. That tenant vacated the premises on January 31, 2020. When 1300 Assembly, LLC purchased the property, it had an additional tenant renting 1,836 square feet who vacated when the lease expired on July 31, 2016; that space has remained vacant ever since. Although the space is currently occupied, approximately 74% of the space has been closed continuously to business for greater than five years.

In addition to the above explanation, please see the following attached documents:

- Status Diagram of the parcels referenced above;
- Notices of Intent to Rehabilitate filed with the South Carolina Department of Revenue.



1201 MAIN STREET
SUITE 1980
Columbia, SC 29201
Phone: 803.748.1345
www.shererarch.com

PROJECT NO: 20BC10

RAWN BY: KS

DESIGNED BY: DS

CHECKED BY: DS

1115 LADY
STREET
COLUMBIA, SC 29201

PROJECT TITLE
SHEET TITLE

CITY CERTIFICATION OF
ABANDONED BUILDING
STATUS DIAGRAM

WG:	TYPE OF DWG
DATE:	11 FEB 2020

--	--

SHEET NO.

AIOI







FIRST FLOOR
 SCALE: 1/8" = 1'-0"

CITY CERTIFICATION OF ABANDONED BUILDING STATUS - 1115 LADY STREET

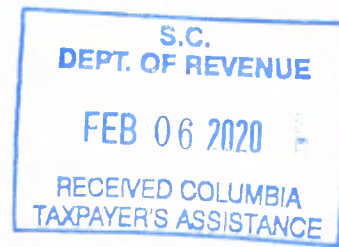
TOTAL SQUARE FOOTAGE:	= 7680 SF
TOTAL SQUARE FOOTAGE % OF TOTAL PORTIONS OF BUILDING IN USE	7680 SF 0%

CITY CERTIFICATION OF ABANDONED BUILDING STATUS - 1304 ASSEMBLY STREET

TOTAL SQUARE FOOTAGE:	= 15392 SF
TOTAL SQUARE FOOTAGE % OF TOTAL PORTIONS OF BUILDING IN USE	15392 SF 0%

	1105 LADY STREET	= 8039 SF
	1111 LADY STREET	= 1005 SF
	1304 LADY STREET - SUITE #2	= 1836 SF

TOTAL SQUARE FOOTAGE:	= 10880 SF
% OF TOTAL PORTIONS OF BUILDING IN USE BEFORE RENOVATION & TOTAL SQUARE FOOTAGE	2841/10880 = 26.1%



January 29, 2020

SCDOR
Abandoned Building Credit Notice
Research & Forms Development
Columbia, SC 29214-0019

Re: NOTICE OF INTENT TO REHABILITATE – 1300 ASSEMBLY, LLC
RESTAURANT

To Whom It May Concern:

In accordance with the South Carolina Abandoned Buildings Revitalization Act (the "Act"), and particularly Section 12-67-140(B)(1) thereof, please accept this correspondence as 1300 Assembly, LLC's Notice of Intent to Rehabilitate with respect to the below-described building site. 1300 Assembly, LLC intends to rehabilitate such building site and to receive the income tax credit established by the Act in connection therewith. Below please find the remaining information required for inclusion within this Notice by Section 12-67-120(7) of the Act.

By way of background, the building site includes the old Moe Levy's and surrounding building located on the corner of Lady Street and Assembly Street in downtown Columbia. The site is composed of 3 directly contiguous lots and two adjoining abandoned buildings.

1300 Assembly, LLC intends to demolish the existing building, and redevelop the site into three separate units. Specifically, the three units will consist of a restaurant on the ground floor, apartments on floors 2 through 6, and a garage on the ground floor, spots in which will be leased separately to the tenants of the restaurant and the apartments. **This Notice of Intent to Rehabilitate relates to the restaurant on the ground floor.**

- A. Location of the Building Site
1105 Lady Street, 1115 Lady Street and 1304 Assembly Street, TMS #s: R09013-05-10, R09013-05-09 and R09013-05-11
- B. Amount of Acreage Involved in the Building Site
Approximately 0.49
- C. Square Footage of Existing Building Involved in the Building Site
Total square footage existing at the abandoned building is 33,952. The unit comprising the restaurant will contain 3,000 square feet.

DIVISION OF ARNOLD FAMILY CORPORATION • SERVICE SINCE 1955

700 GERVAIS STREET, SUITE 275 • COLUMBIA, SC 29201

PHONE (803) 731-4321 • FAX (803) 731-1381

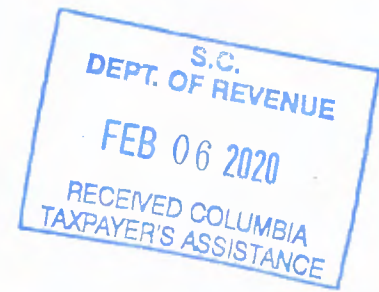
- D. Estimated Rehabilitation Expenses to be Incurred in connection with Rehabilitation of the Building Site and the Construction of New Building
Total rehabilitation expenses for the entire new building are \$16,000,000. Total rehabilitation expenses for the restaurant are \$1,429,490. However, when limited by the 200% square footage limitation, rehabilitation expenses are \$1,290,213 for the purpose of calculating the credit. This notice pertains to the \$1,290,213.
- E. Building to be Renovated
A portion of the above-referenced 33,952 square foot building existing on the three parcels located at 1105 Lady Street, 1115 Lady Street and 1304 Assembly Street.
- F. New Construction
The existing building referenced above will be demolished, and a new 3,000 square foot unit, to be developed into a restaurant, will be constructed on a portion of the 0.49 acres. Additionally, part of the site will also be developed into a parking garage and apartments.

Very truly yours,



Ben Arnold
Managing Member
1300 Assembly, LLC

cc: Burnet R. Maybank, III, Nexsen Pruet, LLC
Andrew W. Saleeby, Nexsen Pruet, LLC



January 29, 2020

SCDOR
Abandoned Building Credit Notice
Research & Forms Development
Columbia, SC 29214-0019

Re: NOTICE OF INTENT TO REHABILITATE – 1300 ASSEMBLY, LLC
APARTMENTS

To Whom It May Concern:

In accordance with the South Carolina Abandoned Buildings Revitalization Act (the "Act"), and particularly Section 12-67-140(B)(1) thereof, please accept this correspondence as 1300 Assembly, LLC's Notice of Intent to Rehabilitate with respect to the below-described building site. 1300 Assembly, LLC intends to rehabilitate such building site and to receive the income tax credit established by the Act in connection therewith. Below please find the remaining information required for inclusion within this Notice by Section 12-67-120(7) of the Act.

By way of background, the building site includes the old Moe Levy's and surrounding building located on the corner of Lady Street and Assembly Street in downtown Columbia. The site is composed of 3 directly contiguous lots and two adjoining abandoned buildings.

1300 Assembly, LLC intends to demolish the existing building, and redevelop the site into three separate units. Specifically, the three units will consist of a restaurant on the ground floor, apartments on floors 2 through 6 (75,000 Sq. Ft.), and a garage on the ground floor, spots in which will be leased separately to the tenants of the restaurant and the apartments. **This Notice of Intent to Rehabilitate relates to the apartments on floors 2 through 6.**

- A. Location of the Building Site
1105 Lady Street, 1115 Lady Street and 1304 Assembly Street, TMS #: R09013-05-10, R09013-05-09 and R09013-05-11
- B. Amount of Acreage Involved in the Building Site
Approximately 0.49
- C. Square Footage of Existing Building Involved in the Building Site
Total square footage existing at the abandoned building is 33,952. The unit comprising the apartments will contain 75,000 square feet.

DIVISION OF ARNOLD FAMILY CORPORATION • SERVICE SINCE 1955

700 GERVAIS STREET, SUITE 275 • COLUMBIA, SC 29201

PHONE (803) 731-4321 • FAX (803) 731-1381

D. Estimated Rehabilitation Expenses to be Incurred in connection with Rehabilitation of the Building Site and the Construction of New Building

Total rehabilitations expenses for the entire new building are \$16,000,000. Total rehabilitation expenses for the apartments are \$12,351,626. However, when limited by the 200% square footage limitation, rehabilitation expenses are \$8,869,697 for the purpose of calculating the credit. This notice pertains to the \$8,869,697.

E. Building to be Renovated

A portion of the above-referenced 33,952 square foot building existing on the three parcels located at 1105 Lady Street, 1115 Lady Street and 1304 Assembly Street.

F. New Construction

The existing building referenced above will be demolished, and a new 75,000 square foot unit, to be developed into apartments, will be constructed on a portion of the 0.49 acres. Additionally, part of the site will also be developed into a restaurant and parking garage.

Very truly yours,



Ben Arnold
Managing Member
1300 Assembly, LLC

cc: Burnet R. Maybank, III, Nexsen Pruet, LLC
Andrew W. Saleeby, Nexsen Pruet, LLC

DIVISION OF ARNOLD FAMILY CORPORATION • SERVICE SINCE 1955

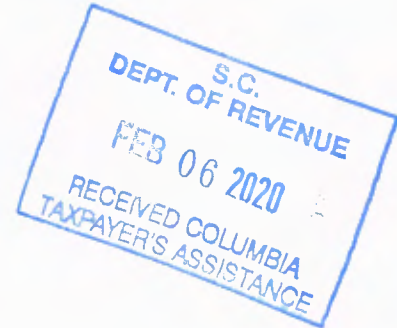
700 GERVAIS STREET, SUITE 275 • COLUMBIA, SC 29201

PHONE (803) 731-4321 • FAX (803) 731-1381



January 29, 2020

SCDOR
Abandoned Building Credit Notice
Research & Forms Development
Columbia, SC 29214-0019



Re: NOTICE OF INTENT TO REHABILITATE – 1300 ASSEMBLY, LLC
PARKING GARAGE

To Whom It May Concern:

In accordance with the South Carolina Abandoned Buildings Revitalization Act (the "Act"), and particularly Section 12-67-140(B)(1) thereof, please accept this correspondence as 1300 Assembly, LLC's Notice of Intent to Rehabilitate with respect to the below-described building site. 1300 Assembly, LLC intends to rehabilitate such building site and to receive the income tax credit established by the Act in connection therewith. Below please find the remaining information required for inclusion within this Notice by Section 12-67-120(7) of the Act.

By way of background, the building site includes the old Moe Levy's and surrounding building located on the corner of Lady Street and Assembly Street in downtown Columbia. The site is composed of 3 directly contiguous lots and two adjoining abandoned buildings.

1300 Assembly, LLC intends to demolish the existing building, and redevelop the site into three separate units. Specifically, the three units will consist of a restaurant on the ground floor, apartments on floors 2 through 6, and a garage on the ground floor, spots in which will be leased separately to the tenants of the restaurant and the apartments. **This Notice of Intent to Rehabilitate relates to the parking garage on the ground floor.**

- A. Location of the Building Site
1105 Lady Street, 1115 Lady Street and 1304 Assembly Street, TMS #s: R09013-05-10, R09013-05-09 and R09013-05-11
- B. Amount of Acreage Involved in the Building Site
Approximately 0.49
- C. Square Footage of Existing Building Involved in the Building Site
Total square footage existing at the abandoned building is 33,952. The unit comprising the parking garage will contain 15,000 square feet.

DIVISION OF ARNOLD FAMILY CORPORATION • SERVICE SINCE 1955

700 GERVAIS STREET, SUITE 275 • COLUMBIA, SC 29201

PHONE (803) 731-4321 • FAX (803) 731-1381

D. Estimated Rehabilitation Expenses to be Incurred in connection with Rehabilitation of the Building Site and the Construction of New Building

Total rehabilitations expenses for the entire new building are \$16,000,000. Total rehabilitation expenses for the parking garage are \$2,218,884. However, when limited by the 200% square footage limitation, rehabilitation expenses are \$1,522,498 for the purpose of calculating the credit. This notice pertains to the \$1,522,498.

E. Building to be Renovated

A portion of the above-referenced 33,952 square foot building existing on the three parcels located at 1105 Lady Street, 1115 Lady Street and 1304 Assembly Street.

F. New Construction

The existing building referenced above will be demolished, and one new 15,000 square foot unit, to be developed into a parking garage, will be constructed on a portion of the 0.49 acres. Additionally, part of the site will also be developed into a restaurant and apartments.

Very truly yours,



Ben Arnold
Managing Member
1300 Assembly, LLC

cc: Burnet R. Maybank, III, Nexsen Pruet, LLC
Andrew W. Saleeby, Nexsen Pruet, LLC



Brewer, David

From: Kelly Helms <kelly.helms@mac.com>
Sent: Friday, November 15, 2019 5:01 PM
To: Richards, Christopher B
Cc: Brewer, David
Subject: Re: [EXTERNAL] RE: Logan Traffic Study

Hello Mr Brewer -

The Elmwood Park neighborhood has voted in favor of the traffic pattern changes that Mr Richards proposed. Let me know if you need anything further from us.

Thank you
Kelly Helms, VP EPNA

On November 15, 2019 at 4:19 PM, "Richards, Christopher B" <christopher.richards@richlandone.org> wrote:

Hello Mr. Brewer,

The Elmwood Park Neighborhood Association voted in favor of our traffic change suggestions.

Just to refresh your memory. We are asking the following:

- Abbeville Street be a temporary One Way street between 7:00-7:30 & 2:20-3:00.
- A "NO LEFT TURN" between 7:00-7:30 & 2:20-3:00 installed on Lincoln at our parking lot entrance.

Kelly Helms, my EPNA contact, is copied to this email. What is our next step?

Thank you,

Chris

From: Brewer, David [mailto:David.Brewer@columbiasc.gov]
Sent: Monday, June 10, 2019 2:16 PM
To: Richards, Christopher B <christopher.richards@richlandone.org>
Cc: 'Kelly Helms' <kelly.helms@mac.com>
Subject: RE: [EXTERNAL] RE: Logan Traffic Study

I'm sorry for the late reply, but for some reason, I did not receive your previous e-mail. Since this action would result in a significant change in traffic flow through the Elmwood Park Neighborhood, I am confident that City Council would want to know the neighborhood's position prior to giving their approval.

David D. Brewer, P.E., City Traffic Engineer

Public Works Department

2910 Colonial Drive, Columbia, SC 29203

Phone: (803) 545-3850

Fax: (803) 733-8648

david.brewer@columbiasc.gov

ColumbiaSC.net

From: Richards, Christopher B [mailto:christopher.richards@richlandone.org]
Sent: Monday, June 10, 2019 2:03 PM
To: Brewer, David <David.Brewer@columbiasc.gov>
Cc: Kelly Helms <kelly.helms@mac.com>
Subject: [EXTERNAL] RE: Logan Traffic Study

CAUTION: This email originated outside of the organization. Do not click links or open attachments from unknown senders or suspicious emails. Never enter a username or password on a site that you did not knowingly access.

Hey Mr. Brewer,

I'm following up about my May 21st email. Please let me know if this is sufficient for you to move forward with a recommendation to council.

Thanks,

Chris

From: Richards, Christopher B
Sent: Tuesday, May 21, 2019 5:02 PM
To: David.Brewer@columbiasc.gov
Cc: Kelly Helms <kelly.helms@mac.com>
Subject: Logan Traffic Study

Mr. Brewer,

I have copied Kelly Helms who is the president of the Elmwood Park Neighborhood Association to this email. I have shared with her the recommendations that we are making which led to the traffic study. I let her know that you requested a letter of support for the EPNA. She stated that their next meeting is not until September which would be when a support letter would be drafted. I'm not sure a change like this is best to happen after the school year has begun. It would be best to have the measures in place at the beginning of the school year if possible. Kelly said that she would take the matter before the EPNA executive team and then encourage neighbors to communicate with their council representatives if they had any major concerns. Please let me know if this is sufficient for you to move forward with a recommendation to council.

Thanks a ton!

Chris

Christopher B. Richards

Principal

Logan Elementary School

815 Elmwood Avenue

Columbia, SC 29201

803-343-2915 phone

803-929-3896 fax

@LoganLeopards

Facebook.com/LoganLeopards

“Leopards RULE”

With the foundation of excellence in instruction, Logan Elementary is transforming lives through education, empowering all students to achieve their potential and dreams.

Richland County School District One provides employee e-mail access for administrative and instructional uses only. E-mail correspondence to/from Richland County School District One is considered public information and is subject to release under the South Carolina Freedom Of Information Act or pursuant to subpoena.

City of Columbia E-Mail Address Change Notice:

The City of Columbia will be updating our e-mail address format and moving from columbiasc.net to columbiasc.gov. Please make note and update contact information accordingly.

Richland County School District One provides employee e-mail access for administrative and instructional uses only. E-mail correspondence to/from Richland County School District One is considered public information and is subject to release under the South Carolina Freedom Of Information Act or pursuant to subpoena.



EVERYONE COUNTS, EVERYONE CONTRIBUTES, EVERYONE BENEFITS

CITY OF COLUMBIA
PUBLIC WORKS DEPARTMENT
TRAFFIC ENGINEERING DIVISION

INTEROFFICE MEMORANDUM

TO: Robert Anderson, Director of Public Works

FROM: David D. Brewer, City Traffic Engineer

SUBJECT: Logan Elementary School Traffic Control

DATE: February 5, 2020

In response to a request from Richland School District 1, we have reviewed school traffic flow relative to the need for part-time one-way operations at the Logan Elementary School on Lincoln Street.

In order to promote orderly traffic flow on Lincoln Street and Abbeville Street during school arrival and dismissal, it is recommended that part-time one-way operations be implemented as shown on the attached map. Abbeville Street would be one-way eastbound from 7:00-7:30 AM and from 2:00-3:00 PM on school days. In addition, northbound left turns would be restricted on Lincoln Street at the school entrance near Abbeville Street.

Due to the change in traffic flow in the Elmwood Park neighborhood, these restrictions have been reviewed by the neighborhood and approved. The Police and Fire Departments have also reviewed the proposed changes. If City Council approves, please advise me, and we will proceed with implementation.



EVERYONE COUNTS, EVERYONE CONTRIBUTES, EVERYONE BENEFITS

CITY OF COLUMBIA
PUBLIC WORKS DEPARTMENT
TRAFFIC ENGINEERING DIVISION

INTEROFFICE MEMORANDUM

TO: Robert Anderson, Director of Public Works
FROM: David D. Brewer, City Traffic Engineer 
SUBJECT: Traffic Calming – Poinsettia Street and Kawana Road
DATE: February 3, 2020

In response to a petition from residents on Poinsettia Street and Kawana Road, traffic volume/speed surveys were conducted between Devine Street and Devereaux Road relative to the need for additional traffic control measures.

Poinsettia Street and Kawana Road are two-lane residential streets owned by the S.C. Department of Transportation (SCDOT), with a posted speed limit of 30 mph.

Residents have requested five speed humps as shown on the attached map to aid in controlling vehicle speeds in the area. Proposed locations for the associated warning signs are also shown. The Police and Fire Departments have reviewed the proposed locations and local residents have indicated support via petition per City policy. If City Council approves, please advise me, and we will proceed with obtaining SCDOT approval for installation.

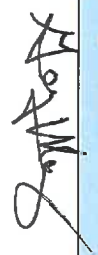
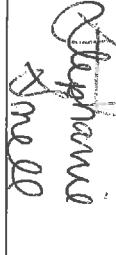
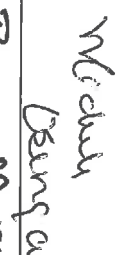
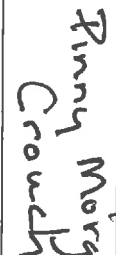
Petition to include traffic calming measures on Poinsettia St.

Petition summary and background	Poinsettia St. in the Heathwood neighborhood of Columbia, SC is the only north/south road connecting Devine St. to Deveraux St. that does not have a stop sign. Therefore, many people use this road as a pass-through between Devine and Deveraux. High rates of speed of passing vehicles are consistently observed on this street. Poinsettia is home to several families with children who like to ride their bikes outside or who have dogs they like to walk along the street. Poinsettia is also one of the few streets in Heathwood that does not have a sidewalk so pedestrians must walk along the street. The residents of Poinsettia St. request traffic calming devices on Poinsettia St. to alleviate this concern.		
Action petitioned for	We, the undersigned, are concerned citizens who urge our leaders to act now to place traffic calming devices on Poinsettia St.		

Printed Name	Signature	Address	Comment	Date
Rich Cabalar	Rich Cabalar	746 Poinsettia		2/1/16
Jennifer Cabalar	Jen Cav	746 Poinsettia St.		2/16/19
Veronica S. Tudor	Veronica Tudor	745 Poinsettia St.		2/16/19
Mike VanHouten	Mike VanHouten	741 Poinsettia St.		2/16-19
Clay Rusto	Clay Rusto	808 Poinsettia St		2/16/19
Lynette Fortson	Lynette Fortson	4117 Cassina Rd	Desperately Needed	2/16/19
Robin Campbell	Robin Campbell	4117 Cassina Rd		2/16/19

Petition to include traffic calming measures on Poinsettia St.

Petition summary and background	Poinsettia St. in the Heathwood neighborhood of Columbia, SC is the only north/south road connecting Devine St. to Devereaux St. that does not have a stop sign. Therefore, many people use this road as a pass-through between Devine and Devereaux. High rates of speed of passing vehicles are consistently observed on this street. Poinsettia is home to several families with children who like to ride their bikes outside or who have dogs they like to walk along the street. Poinsettia is also one of the few streets in Heathwood that does not have a sidewalk so pedestrians must walk along the street. The residents of Poinsettia St. request traffic calming devices on Poinsettia St. to alleviate this concern.		
Action petitioned for	We, the undersigned, are concerned citizens who urge our leaders to act now to place traffic calming devices on Poinsettia St.		

Printed Name	Signature	Address	Comment	Date
Goosaa Mavsofka		714 Kipling Dr Columbia SC 29205		2/14/19
Glenn Lobner		759 Kipling Dr Columbia SC 29205		2/14/19
Amy Wear		759 Kipling Dr Columbia SC 29205		2/14/19
Stephanie Snell		822 Poinsettia St. Columbia, SC 29205		2/15/19
Michelle Osenga		814 Poinsettia St. Columbia, SC 29205		2/15/19
Rinny Morgan Crouch		815 Poinsettia St Columbia SC 29205		2/16/19
Glenn & Dawn Gretchen Dawson		813 Poinsettia St. Columbia, SC 29205		2/16/19

Printed Name	Signature	Address	Comment	Date
Amelia Binner		809 Poinsettia Street Cape SC 29205		2-16-19
Sandra Paveley		542 Poinsettia 29205		2-16-19
Timothy		754 Poinsettia 29205		2-16-19
Taylor L. Lunsford		762 Poinsettia St 29205		2-16-19
"		"		2/16/19
Owen McBride		819 Poinsettia St. 29205		2/16/19

Return to main
Slot at 823
St. Painsettia

Petition summary and background	Poinsettia St. in the Heathwood neighborhood of Columbia, SC is the only north/south road connecting Devine St. to Deveraux St. that does not have a stop sign. Therefore, many people use this road as a pass-through between Devine and Deveraux. High rates of speed of passing vehicles are consistently observed on this street. Poinsettia is home to several families with children who like to ride their bikes outside or who have dogs they like to walk along the street. Poinsettia is also one of the few streets in Heathwood that does not have a sidewalk so pedestrians must walk along the street. The residents of Poinsettia St. request traffic calming devices on Poinsettia St. to alleviate this concern.
Action petitioned for	We, the undersigned, are concerned citizens who urge our leaders to act now to place traffic calming devices on Poinsettia St.

[illegible]

Kawana and Poinsettia Speed Hump Map

47.c

