



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, MARCH 16, 2021

The Columbia City Council will conduct a Meeting on Tuesday, March 16, 2021 at 2:00 p.m. using Video Conferencing Technology. The Virtual Meeting will be streamed online at www.columbiasc.gov. Citizens have the ability to listen to audio and participate in the meeting via telephone by dialing **855-925-2801**. When prompted, enter meeting code: **9978**. For additional meeting information visit www.columbiacitysc.igmp2.com. You may also register at this site to post comments related to items on the agenda. For questions regarding the meeting portal, please contact the City Clerk at (803)545-3045 or cityclerk@columbiasc.gov.

*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*

CALL TO ORDER

INVOCATION

ADOPTION OF THE AGENDA

APPROVAL OF MINUTES

1. Council is asked to approve the March 2, 2021 City Council Meeting Minutes.

EMERGENCY ORDINANCE

2. Ordinance No.: 2021-012 An Emergency Ordinance Extending and Amending Certain Emergency Ordinances

CITY COUNCIL DISCUSSION / ACTION

3. COVID-19 Update - The Honorable Mayor Stephen K. Benjamin
 - COVID-19 Situational Report - Mr. Harry Tinsley, Emergency Management Director
4. Proposed Revisions to the Commercial Non-Discrimination and CDBE Utilization Policy - Ms. Melissa Lindler, Office of Business Opportunities Director
5. Proposed Changes to New Zoning Map - Ms. Krista Hampton, Director of Planning and Development Services and Ms. Rachel Bailey, Zoning Administrator



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6. Fiscal Year 2021/2022 Budget Workshop - Ms. Missy Caughman, Budget & Program Management Director
- *FY 21/22 Budget Schedule*
 - *FY 20/21 Budget Update*
 - *FY 21/22 Budget Development*

CONSENT AGENDA ITEMS 7 THROUGH 13

7. Council is asked to approve a Subrecipient Agreement for Community Development Block Grant CARES ACT (CDBG-CV) Housing Relief Fund Program, as requested by the Community Development Department. Award to the Cooperative Ministry in the amount of \$250,000.00. This service provider is located in Columbia, SC.

8. Council is asked to approve an Agreement for Employee Loan Program Services, as requested by the Human Resources Department. Award to Upward Wealth, Inc. doing business as Bright Up. This firm is located in Weston, MA.

There are no costs associated with this agreement.

9. Council is asked to approve the Purchase of EvidenceOnQ System Upgrade, Maintenance, Support, and Training, as requested by the Columbia Police Department. Award to Integrated Software Solutions in the amount of \$58,487.99. This vendor is located in Tukwila, WA.

Funding Source: Police Administrative Services - Software License (1012402-627510). The original budget amount is \$60,000.00.

10. Council is asked to approve the Purchase of Target Solutions Training and Records Management Platform Premier Membership and Annual Maintenance Fee, as requested by the Columbia Fire Department. Award to Municipal Emergency Services, as a Sole Source in the amount of \$68,841.36. This vendor is located in Charlotte, NC.

Funding Source: Fire Suppression - Software License (1012303-627510) \$34,420.68 and Fire Administration - Software License (2082301-627510) \$34,420.68. The original budget amount is \$68,841.36.

11. Council is asked to approve an Agreement for Teller Software Implementation and Annual Licensing Fees, as requested by the Finance Department. Award to Can/Am Technologies, Inc. in the amount of \$162,870.00 for an initial term of 16-months with the option to renew for four (4) additional one-year periods. This vendor is located in Lakewood, CO.



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Funding Source: Technology Contingency - Software License (5518408-627510). The original budget amount for the first year is \$200,000.00.

12. Council is asked to approve the Purchase of a 2020 Peterbilt 28-Yard Front Loader Refuse Truck for the Solid Waste Division, as requested by Fleet Services Division. Award to Carolina Environmental Systems, Inc., using the Sourcewell Cooperative Contract in the amount of \$266,800.00. This vendor is located in Kernersville, NC.

Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment - Capital (6308972-658500). The original budget amount is \$266,800.00.

13. Ordinance No.: 2021-013 Authorizing the City Manager to execute a License Agreement with New Cingular Wireless PCS, LLC for use of property at Lower Richland Tank Site

First reading approval was given on March 2, 2021.

EVENT RESOLUTIONS

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

14. Resolution No.: R-2021-012 Authorizing consumption of beer and wine only at Artista Vista Crafty Feast on Sunday, April 18, 2021
15. Resolution No.: R-2021-013 Authorizing consumption of beer and wine only at the Gervais Street Bridge Dinner on Sunday, May 2, 2021
16. Resolution No.: R-2021-016 Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for the CMA Art Blossoms Opening Event on Wednesday, April 14, 2021, Art Blossoms Roses + Rose on Thursday, April 15, 2021, Art Blossoms Film on Friday, April 16, 2021 and Art Blossoms Brunch on Sunday, April 18, 2021
17. Resolution No.: R-2021-018 Authorizing consumption of beer and wine only at Live on Lincoln Fundraiser for the Arts on Sunday, April 18, 2021 with a rain contingency date of Sunday, April 25, 2021
18. Resolution No.: R-2021-020 Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for The Labyrinth on Boyd Plaza on Thursday, April 29, 2021



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19. Resolution No.: R-2021-021 Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for The Columbia Design League presents Derby by Design on Saturday, May 1, 2021

PUBLIC HEARING & FIRST READING FOR ZONING / PLANNING MATTERS

20. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 0.418-acres S/S Mabron Road; TMS# 19206-03-58

Ordinance No: 2021-016 Annexing 0.418 acres S/S Mabron Road; TMS# 19206-03-58

Council District: 4

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

Applicant: Fidelis Financial, a Georgia LLC

Staff Recommendation: Approval

PC Recommendation: 03/01/2021; Approval (7-0)

21. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 1307 Mason Road; TMS# 11813-01-02

Ordinance No.: 2021-015 Annexing and Incorporating 1307 Mason Road; TMS# 11813-01-02 into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020

Council District: 1

Proposal: Request to annex the property, assign land use classification of Urban Edge Multi-family (UEMF) and assign zoning of General Residential District (RG-2) at the time of annexation. The property is currently classified as Mixed Residential (High Density); a portion is within a Community Activity Center Node and zoned RU by Richland County.

Applicant: WAT Properties, Inc. of Columbia

Staff Recommendation: Approval

PC Recommendation: 02/01/2021; Approval (5-3)



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22. COMPREHENSIVE PLAN – FUTURE LAND USE MAP AMENDMENT for 446 Clemson Road Ext and 446 Clemson Road, TMS# 25700-04-02 and 25700-02-01

Ordinance No.: 2021-019 Amending the Columbia Compass: Envision 2036 Map to modify the future land use for 446 Clemson Road Extension and 446 Clemson Road; Richland County TMS# 25700-04-02 and 25700-02-01

City Council District: 4

Proposal: Request to amend the Columbia Compass: Envision 2036 Future Land Use Map to modify the land use classification of the property from Urban Edge Multi-family (UEMF) to Urban Edge Regional Activity Center (UEAC-2) east of Clemson Road and to Urban Edge Mixed Residential (UEMR) west of Clemson Road.

Applicant: Krista Hampton, Planning & Development Services Director

Staff Recommendation: Approval

PC Recommendation: 01/04/2021; Approval (8-0)

23. ZONING MAP AMENDMENT for 446 Clemson Road Ext, TMS# 25700-04-02

Council District: 4

Proposal: Request to rezone the parcel from Office and Institutional District (C-1), General Residential District (RG-2), and General Commercial District (C-3) to General Commercial District (C-3).

Applicant: Paul Holder, CH Acquisition, LLC

Staff Recommendation: Approval

PC Recommendation: 01/04/2021; Approval (8-0)

24. COMPREHENSIVE PLAN – FUTURE LAND USE MAP CONFIRMATION AMENDMENT for 1.43-acre portion of 4030 West Beltline Boulevard; TMS# 11609-10-36(p)

Ordinance No.: 2021-018 Amending the Columbia Compass: Envision 2036 Map to include a 1.43-acre portion of 4030 West Beltline Boulevard; Richland County TMS# 11609-10-36(p); annexed by Ordinance No 2020-092 enacted October 20, 2020



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City Council District: 2

Proposal: Request to affirm land use classification of Urban Core Community Activity Center (UCAC-2) following the annexation of the property. The property currently has interim classification of Urban Core Community Activity Center (UCAC-2).

Applicant: Dick Smith Motors, Inc. / WTC of West Beltline, LLC

Staff Recommendation: Approval

PC Recommendation: 09/14/2020; Approval (8-0)

25. ZONING MAP AMENDMENT CONFIRMATION for 1.43-acre portion of 4030 West Beltline Boulevard; TMS# 11609-10-36(p)

Council District: 2

Proposal: Request to affirm zoning of General Commercial District (C-3) following the annexation of the property. The property currently has interim zoning of General Commercial District (C-3).

Applicant: Dick Smith Motors, Inc. / WTC of West Beltline, LLC

Staff Recommendation: Approval

PC Recommendation: 09/14/2020; Approval (8-0)

26. COMPREHENSIVE PLAN – FUTURE LAND USE MAP CONFIRMATION AMENDMENT for 1215 Shop Road; TMS# 11210-01-02

Ordinance No.: 2021-017 Amending the Columbia Compass: Envision 2036 Map to include 1215 Shop Road; Richland County TMS# 11210-01-02; annexed by Ordinance No: 2020-101 enacted February 2, 2021

City Council District: 3

Proposal: Request to affirm land use classification Industrial (IND) following the annexation of the property at 1215 Shop Road. The property currently has interim classification of Industrial (IND).

Applicant: Hood Real Estate Investments, LLC

Staff Recommendation: Approval

PC Recommendation: 11/02/2020; Approval (8-0)



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27. ZONING MAP AMENDMENT CONFIRMATION for 1215 Shop Road; TMS# 11210-01-02

Council District: 3

Proposal: Request to affirm the zoning of Light Industrial District (M-1) following the annexation of the property. The property currently has interim zoning of Light Industrial District (M-1).

Applicant: Hood Real Estate Investments, LLC

Staff Recommendation: Approval

PC Recommendation: 11/02/2020; Approval (8-0)

28. AMENDMENTS TO UNIFIED DEVELOPMENT ORDINANCE to Revise Effective Date of Ordinance

Ordinance No.: 2021-014 Amending the effective date of Ordinance No.: 2020-099, adopting the "The Unified Development Ordinance of the City of Columbia, South Carolina as adopted August 20, 2019"

Proposal: Amendment to the new Chapter 17 of the Columbia Code of Ordinances entitled "Unified Development Ordinance" adopted August 20, 2019, revising the effective date of Ordinance to August 30, 2021.

Applicant: Rachel Bailey, Zoning Administrator

Staff Recommendation: Approval

PC Recommendation: 03/01/2021; Approval (7-0)

RESOLUTIONS

29. Resolution No.: R-2021-009 Amending the Commercial Non-Discrimination and Columbia Disadvantaged Business Enterprise (CDBE) Utilization Policy into the City of Columbia Procurement Regulations

30. Resolution No.: R-2021-019 Approving the Issuance by the Housing Authority of the City of Columbia, South Carolina of its not to exceed \$7,600,000 Multifamily Housing Revenue Bonds (Palmetto Terrace Apartments Project) in one or more series, pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended; providing certain other matters in connection therewith and providing an effective date



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APPOINTMENTS

- 31. Bicycle Pedestrian Advisory Committee
- 32. Board of Zoning Appeals
- 33. Central Midlands Council of Government
- 34. Columbia Prepares Advisory Committee
- 35. Columbia Tree and Appearance Commission
- 36. Midlands Authority for Conventions, Sports, and Tourism

CITY COUNCIL COMMITTEE REFERRALS / REPORTS

- 37. Administrative Policy Committee - The Honorable Edward H. McDowell, Jr.
- 38. Affordable Housing Task Force - The Honorable Tameika Isaac Devine
- 39. Tax Study Adhoc Committee - The Honorable Daniel J. Rickenmann

PUBLIC INPUT

EXECUTIVE SESSION

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

COVID-19
- 41. Receipt of legal advice relating to a pending, threatened or potential claim pursuant to S.C. Code §30-4-70(a)

*Judith Maher v. COC
American Scrap Iron & Metal, LLC*
- 42. Discussion of negotiations incident to proposed contractual arrangements pursuant to S.C. Code §30-4-70(a)(2)

*Owens Field - Park and Stormwater Fees
Columbia-Richland 911 Communications*



We Are Columbia

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ADJOURNMENT



We Are Columbia

MEETING DATE: March 16, 2021

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Council is asked to approve the March 2, 2021 City Council Meeting Minutes.

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- MN_03_02_2021 (PDF)



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MARCH 2, 2021

The Columbia City Council conducted a virtual meeting on Tuesday, March 2, 2021 using video conferencing technology. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 2:08 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., The Honorable Daniel J. Rickenmann, and The Honorable William Brennan. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore Hammond, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

INVOCATION

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

ADOPTION OF THE AGENDA

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to adopt the agenda, subject to adding **Item 20** under Executive Session for the Receipt of legal advice related to a pending, threatened or potential claim pursuant to §30-4-070(a)(2) - Constan Carwash.

APPROVAL OF MINUTES

1. Council is asked to approve the February 16, 2021 City Council Meeting Minutes.

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to approve the February 16, 2021 City Council Meeting Minutes.

CITY COUNCIL DISCUSSION / ACTION

2. COVID-19 Update - The Honorable Mayor Stephen K. Benjamin

Mayor Benjamin said we are very encouraged with the data we are seeing as it relates to the deceleration of cases. We want to make sure we are doing all we can to continue to communicate well with all of our partners and encourage vaccination. Yesterday, the governor amended the executive order to remove the “last call” language. We hope that can be handled responsibly by all parties involved.



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

Mr. Harry Tinsley, Emergency Management Director said worldwide we stand at over 114 million cases with over 2.5 million deaths due to COVID-19. As of March 1st, the CDC reported over 28 million confirmed cases in the U.S. with 511,839 deaths. In South Carolina, the case count as of today stands at 445,523 with almost 6 million tests administered to date. Today, we had 496 cases reported in the state with a positivity rate of 4.6%. There were 13 newly confirmed deaths, bringing the state total to 7,606 deaths. In Richland County, the case count stands at 35,830. Over the last 14-day report, Richland County had 1,530 new cases. We continue to trend down as do other counties in the state. We are averaging just over 100 cases per day. The death count due to COVID-19 in the county stands at 452. For the 14-day report, the zip code with the highest case count was 29210 with 182 cases. The Richland County recent disease activity rate remains at medium, although it is continuing to trend down. The state recovery rate is up slightly at 90.4% and the state fatality rate is estimated at 1.70%. Hospitalizations continue to trend down. The bed utilization rate as of today's report is just over 75% and the ICU bed utilization rate is over 70%. There are currently 706 patients hospitalized due to COVID-19, down from the 1,200 from the last meeting. DHEC continues to receive and distribute vaccines. The total doses received to date is 1,169,300. The number of individuals in the state who have received either the first or second dose of the vaccine is 952,860. In Richland County, 85,537 individuals have been vaccinated. DHEC will begin phase 1B on March 8, 2021. This includes individuals age 55 and older, people 16 to 64 with high risk medical conditions, and frontline essential workers. It is anticipated that phase 1C will begin on April 12, 2021 and phase 2 will begin on May 3, 2021.

Councilor Brennan said in the past we discussed having mobile units distributing vaccines. Have you heard anything else from the county and Prisma about the possibility of that happening?

Mr. Harry Tinsley, Emergency Management Director said we are continuing to work on that process. We had a phone call last week to discuss this with Prisma. We will be working on the logistics of planning, allocation of the vaccines, and supplies. I anticipate that we will get that finalized in short order.

Councilor McDowell said we have partnered with the CEO of Providence Hospital. We surveyed and assessed three communities within the 29203 and 29204 zip codes. We are giving folks a lending hand in securing their vaccinations from Providence. We have canvassed the Lyon Street Community and MLK Community. We recognize there are a number of senior citizens who do not have transportation. We have provided transportation to them when needed. Providence gives us a number of spots for persons to come in and get vaccinated every week. This program continues to work well and it has been very positive.

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

Mr. Clint E. Shealy, P.E., Assistant City Manager for Columbia Water said infrastructure has recently been in the news, whether its power resiliency, water supply resiliency, or cyber security and protection from attacks. Recent extreme cold weather in the Midwest had a tremendous impact on infrastructure such as electricity and water supplies. We want to make sure we are prepared for anything that might happen and also discuss cyber security attacks. On February 5th, hackers gained access to a Florida water treatment facility by using a dormant remote access software and tried to poison the water supply. The compromised computer was running an outdated version of Windows without security updates and was connected directly to the internet without a firewall. Columbia Water uses a newer version of Windows that fully supports software and security updates. Both Columbia Water plants have firewalls that are monitored by the City's IT Department. All Columbia Water plant staff are also required to have their own logins and passwords for SCADA access. If we were to have a similar attack, our operators are there doing routine manual checks of our water quality before it ever leaves the gate of the treatment plant. Also our laboratory staff will catch any anomaly that is happening before compromised water leaves the facility. Columbia's two water plants and wastewater plant receives their electric power from Dominion Energy. Because of our interconnectivity in being in the eastern grid, Dominion has the opportunity to pull power from other parts of the grid in emergency situations. We also have multiple feeds coming to our treatment facilities that gives us a lot more reliable power and redundancy. As part of the 2018 America's Infrastructure Act, each water utility in the United States was required to conduct a risk and resiliency assessment which we completed last year. It analyzed our threats and vulnerabilities. Our emergency plan is update it every year, but this was a more formalized process than a submittal to EPA. Our assessment recommended that we continue to improve our physical security, strengthen cybersecurity and the SCADA system, and improve source water resilience. We have backup diesel generators and fuel storage in place at both drinking water plants to keep critical systems running in the event of a power outage. Generators are stationed at major pump stations and water storage sites to maintain continuous flow of water through the system. Columbia Water came to an agreement with FEMA in September 2020 on the canal water supply recovery efforts, which signals the beginning of the repair process. The scope of work includes repairing the breach, fixing damaged sections of the canal embankment, and repairing the hydroelectric plant. The City is proposing a project to develop a new raw water intake facility that will allow the canal plant to draw water directly from the Congaree River and would decrease our reliance upon the Columbia canal moving forward. We have a FEMA flood recovery protection plan for the Metro Wastewater Treatment Plant that will add two new generators. In our wastewater collection system, all major lift stations have installed generator capacity and the majority of

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minor lift stations have emergency generators or have plans for generators to be added to improve the strength of our sanitary sewer collection system.

4. Public Art Presentation – Mr. Henry Simons, MHA, Assistant City Manager

Mr. Henry Simons, MHA, Assistant City Manager said we started this process about six months ago. Our focus was to create artistic murals that depict African American history, heritage, and culture. The desire was to identify specific locations within each council district for this work to be accomplished. We have narrowed those locations down to four city owned facilities. Our goal is to tell a story about specific African American individuals that were connected historically to those communities. This is an extension of Black History Month in an effort to celebrate African American lives and history. This project is being facilitated and funded through the Parks and Recreation Foundation. We have partnered with Dr. Bobby Donaldson, Director for the Center of Civil Rights History and Research for the University of South Carolina. He also serves as the lead scholar for Columbia SC63: Our Story Matters, a history initiative that chronicles the struggles for civil rights and social justice in Columbia. We also partnered with Mr. Lee Snelgrove, Executive Director of One Columbia for Arts and Culture. Over 75% of the work for the project will be accomplished by local artists.

Dr. Bobby Donaldson, Director for the Center of Civil Rights History and Research for the University of South Carolina said we hope to underscore critical moments and individuals who are part of the transition of what is called the reconstruction of the city and communities. When we were presented a series of sites for consideration by the city, I was particularly excited about 1401 Main Street. We know it as an office building but other people know this corner of Main Street and Washington Street as the beginnings of the African American business district. The footprint of 1401 Main is the beginnings of what was called the black downtown district. For Hyatt Park, we thought the location might be a place to discuss the pursuit of citizenship in Columbia and in South Carolina. Septima Poinsette Clark is among the individuals who will be highlighted in this public art installation. For nearly 20 years, she taught at the Old Saxon School, Howard School, and Booker T. Washington High School. After she was dismissed as a teacher, she assumed greater civil rights work and developed what was called citizenship schools. She trained people on how to prepare to exercise their right to vote. She is joined in that effort by a gentleman named Deacon Benjamin J. Mack. He was a resident of the Ridgewood Community in the Hyatt Park area and an active leader under Dr. Martin Luther King Jr. Another individual for consideration is a man named Listervelt Middleton, an ETV pioneer journalist who also had a series of public television programs called *For The People*. He championed the connection between citizenship and understanding a history largely removed from textbooks. For Woodland Park, I thought about the location as a path between lower Richland and Columbia. I thought it would be an appropriate venue to bring attention to a young woman named Sarah Mae

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Flemming Brown from Eastover. Only weeks after the famous Brown v. Board of Education case, Ms. Flemming took a seat on the first available seat on a city bus in Columbia. She knew the seat was reserved for white citizens and that she was violating the segregation laws of the city. In sitting down, she was attacked by the bus driver and ultimately filed a law suit against the owners of the bus company. The case of Flemming v. SCE&G became a breaking case that set the stage for the legal ruling related to Rosa Parks in Alabama 17-months later. Ms. Flemming once worked in a household in the Woodland Park area, so we thought it would be an appropriate venue to pay tribute to this pioneering civil rights hero. For the Valencia Park location in the Rosewood District, we were inspired by another iconic photograph that appeared in the *New York Times* in September of 1964. The photograph marked the legal integration of public schools in Columbia. Several schools were part of the first wave of integration, including Rosewood Elementary. We thought an appropriate theme for the Valencia Park site would be the pursuit of education. We are excited about this initiative because we know that our youngest citizens may not be getting this history in their textbooks or classrooms; therefore, the public art initiative provides a unique opportunity to turn nearly every corner of our city into a classroom.

Mr. Lee Snelgrove, Executive Director for One Columbia said we have worked with Mr. Simons and Dr. Donaldson on the process of artist selection and identifying strong proposals for the concepts for each location. We have identified a short-list of artist and pinpointed ones that had certain expertise or we felt would be able to accomplish projects in each of these areas. We had them submit a proposal to us with their concept. Those proposals were received by Council and other stakeholders and four were selected. For 1401 Main Street, a photograph of the old building was given to the artist for inspiration and we selected the image from artist Aisha Charles. Ms. Charles has taken the storefront photo and highlighted those individual business names and given a sense of life and vibrancy to what would have been a façade along the black business district. For the Hyatt Park location, we had three images of three important individuals representing the area. We received a proposal from artist Charmaine Mayfield, a resident of Atlanta who is currently on a residency in Gambia. She has a team of artists that she works with, one of which is a resident of Columbia. Ms. Mayfield has previously done work for us. In the proposed concept, she showcases African cloth patterns in the background with black and white portraits recognizing the three figures of the Hyatt Park community. In Woodland Park, we had the Sarah Mae Flemming photo as inspiration. We received a proposal from a couple that travels around the Southeast called Hand-and-Hand Creative. They provided a rendering of the photo showing Ms. Flemming in front of the bus. The concept for the last location at Valencia Park was done by an artist named McClellan Douglas. A Rosewood resident who works throughout the country installing murals. He is giving us an expressionistic take of the photograph, lending itself to showcase the hope that came out of the challenges of that day for those students. All of the artists will be using high quality materials. They are all experienced public artists and are aware of the conditions their pieces will be in. They will ensure that these pieces are installed in

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a quality manner and will need minimal maintenance. We can expect at least a ten-year lifespan on all of these projects based on our experience with similar murals.

Councilor McDowell asked if there will be a plaques associated with the murals.

Dr. Bobby Donaldson, Director for the Center of Civil Rights History and Research for the University of South Carolina said each site will be accompanied by what we describe as a wayside sign. Those wayside signs will give some historical context to what the viewer is seeing. It can also point to resources such as websites, oral interviews, video footage, and any information that will explain what you are seeing and provide you with other pathways to learn more.

Councilor Devine asked what is the timeframe for this project.

Mr. Henry Simons, MHA, Assistant City Manager said with the suggestion of Ms. Devine, I have engaged our PR department and they are going to help us capture the progress of the project as it happens. We are looking at it being a six to eight week process from start to finish.

CONSENT AGENDA ITEMS 5 THROUGH 13

Upon a single motion made by Mr. McDowell and seconded by Mr. Rickenmann, Council voted unanimously to approve **Consent Agenda Items 5 through 13**.

5. Council is asked to approve the Purchase of a Ford E450 Cutaway Van for the Fire Department, as requested by the Fleet Services Division. Award to Dick Smith Ford Inc. using the SC State Contract in the amount of \$61,591.00. This vendor is located in Columbia, SC. - *Approved*

Funding Source: Capital Replacement - Autos, Trucks Heavy Equipment - Capital (6308972-658500). The original budget amount is \$61,591.00.

6. Council is asked to approve the Purchase of a Tri Axle Dump Truck for the Street Division, as requested by the Fleet Services Division. Award to Shealy Western Star, using the SC State Contract in the amount of \$163,221.00. This vendor is located in Columbia, SC. - *Approved*

Funding Source: Streets - Water & Sewer Repair - Auto, Trucks, Heavy Equipment - Capital (5513202-658500). The original budget amount is \$163,221.00.

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7. Council is asked to approve the Purchase of Replacement Parts, Inspections, Repair/Field Services, and Maintenance for Envirex, Jet-Tech and Aqua-Lator Systems for the Metro Wastewater Treatment Plant, as requested by Columbia Water. Award to Evoqua Water Technologies, as a Sole Source in the amount of \$100,000.00. This vendor is located in Waukesha, WI. - *Approved*

Funding Source: Utilities Metro Wastewater Plant - Equipment Repair Service Supply (5516208-631800). The original budget amount is \$100,000.00.

8. Council is asked to approve Contract Amendment #11 for Project SS6854; Modeling and Evaluating the City's Sanitary Sewer System Piping and Pumping Stations to Support a Capacity Assurance Program (CAP), as requested by Columbia Water. Award to Hazen and Sawyer, P.C. in the amount of \$132,631.00. This firm is located in Columbia, SC. - *Approved*

Funding Source: Engineering Wastewater System Improvements; Special Contracts - Water/Sewer, Stormwater (5516221-SS685401-638305). The original budget amount was \$3,248,875.40. The budget amount for this amendment is \$132,631.00. The total revised budget amount is \$3,381,506.40.

This is a Clean Water 2020 Program Project.

9. Council is asked to approve the Gills Creek Watershed 319 Grant Match Agreement for the Lower Gills Creek Watershed, as requested by Columbia Water. Award to the Gills Creek Watershed Association in the amount of \$250,000. This firm is located in Columbia, SC. - *Approved*

Funding Source: Stormwater Capital Projects; Capital Project Costs (5549999--658650) SD848901. The original budget amount is \$250,000.00.

10. Council is asked to approve an Agreement for Project SS7562; Gills Creek Relief Sewer Phase I for an initial term of two years with the option to renew for one additional one-year term, as requested by Columbia Water. Award to Michael Baker International in the amount of \$592,330.00. The firm is located in Columbia, SC. - *Approved*

Funding Source: Water and Sewer Capital Projects - Capital Project Costs (5529999-SS756201-658650). The original budget amount is \$592,330.00.

This is a Mentor Protégé Program Project. Michael Baker International is the mentor and will provide overall project administration, field reconnaissance, survey and mapping, final design, and bidding and permitting services at 68.76% (\$407,280.00) of the total contract amount. Highfill Infrastructure Engineering, P.C. of Columbia, SC, is the protégé and will provide engineering, regulatory review, and utility coordination services at 20.82% (\$123,300.00) of the total contract amount.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MARCH 2, 2021

The following subconsultant will provide additional services:

F&ME Consultants Inc. of Columbia, SC will provide geotechnical services at 10.42% (\$61,750.00) of the total contract amount.

11. Council is asked to approve a Contract for Project SS7447; Garden Springs Sanitary Sewer Extension, as requested by Columbia Water. Award to LAD Construction, LLC in an amount not to exceed \$2,677,972.00, which includes contingency. This firm is located in Swansea, SC. - *Approved*

Funding Source: Engineering - Water & Sewer Improvements (5529999-SS744701-658650). The original budget amount is \$2,677,972.00.

This is a Mentor Protégé Program project. LAD Construction, LLC, a Local Business Enterprise of Swansea, SC, is the mentor and will be providing general project management and other services at 68.33% (\$1,663,616.00) of the total contract amount. J.A. Mabus & Associates, Inc., of Batesburg, SC, is the protégé and will be providing equipment and personnel services at 20.00% (\$486,904.00) of the total contract amount.

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

Ferguson Waterworks of Elgin, SC will provide sewer line materials at 8.94% (\$217,500.00) of the total contract amount.

Tindall Corporation of Spartanburg, SC will provide sewer structure materials at 2.73% (\$66,500.00) of the total contract amount.

12. Council is asked to approve a Contract for Project SS7428; Lower Saluda River Relief Sewer and Pipe Rehabilitation, as requested by Columbia Water. Award to McClam & Associates, Inc. in an amount not to exceed \$16,694,600.78, which includes contingency. The firm is located in Little Mountain, SC. - *Approved*

Funding Source: Engineering - Water & Sewer Improvements (5529999-SS742801-658650). The original budget amount is \$19,994,080.70.

This is a Columbia Disadvantaged Business Enterprise (CDBE) program project with a 10% CDBE goal. McClam & Associates, Inc. of Little Mountain, SC is the prime contractor and will provide pipeline rehabilitation services at 56.09% (\$8,513,248.89) of the total contract amount.

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

L.A. Barrier, a Minority Business Enterprise (W) and a CDBE of Lexington, SC will provide stone and hauling services at 6.46% (\$980,146.00) of the total contract amount.

Attachment: MN_03_02_2021 (6537 : Approval of Minutes)



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MARCH 2, 2021**

Synergy Blasting, Inc. of Lawrenceville, GA will provide blasting services at 1.19% (\$180,000.00) of the total contract amount.

IPR Southeast of Stone Mountain, GA will provide pipe bursting services at 5.12% (\$777,055.00) of the total contract amount.

ACIPCO of Irmo, SC will provide DIP services at 2.41% (\$365,514.15) of the total contract value.

Horizontal Unlimited of Westminister, SC will provide jack & bore services at 8.34% (\$1,265,000.00) of the total contract amount.

Hobas Pipe USA of Houston, TX will provide pipe materials at 12.33% (\$1,871,602.00) of the total contract amount.

Matt Lane Construction, Inc., a Minority Business Enterprise (W) of Leesville, SC will provide concrete sidewalk services at 2.37% (\$360,000.00) of the total contract amount.

Tindall PreCast of Spartanburg, SC will provide precast concrete materials at 2.84% (\$430,781.76) of the total contract amount.

Herndon Inc., a Minority Business Enterprise and a CDBE of Lugoff, SC will provide erosion control services at 0.44% (\$66,832.00) of the total contract amount.

Dennis Corporation of Columbia, SC will provide survey services at 0.24% (\$36,900.00) of the total contract amount.

HydroStructures of Cayce, SC will provide pipe cleaning and video services at 0.16% (\$24,625.00) of the total contract amount.

Fortiline Waterworks of Columbia, SC will provide waterworks materials at 2.01% (\$305,205.00) of the total contract amount.

13. Ordinance No.: 2021-009 Granting an encroachment to Gadsden Place, LLC for use of the right of way areas of the 1200 block of Gadsden Street for the installation and maintenance of sidewalks, driveways, parking, curbing, landscaping and irrigation adjacent to its building at 1209 Gadsden Street and 1211 Gadsden Street, Richland County TMS#08912-07-06 and 08912-07-14 - *First reading approval was given on February 16, 2021 – Approved on second reading.*

Attachment: MN_03_02_2021 (6537 : Approval of Minutes)



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MARCH 2, 2021**

ORDINANCES - FIRST READING

14. Ordinance No.: 2021-013 Authorizing the City Manager to execute a License Agreement with New Cingular Wireless PCS, LLC for use of property at Lower Richland Tank Site – *Approved on first reading.*

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to Ordinance No.: 2021-013 Authorizing the City Manager to execute a License Agreement with New Cingular Wireless PCS, LLC for use of property at Lower Richland Tank Site.

RESOLUTIONS

15. Resolution No.: 2021-011 Adopting the By-Laws of the Climate Protection Action Committee (Last Revised February 16, 2021) – *Approved*

Upon a motion made by Mr. Rickenmann and seconded by Mr. Duvall, Council voted unanimously to approve Resolution No.: 2021-011 Adopting the By-Laws of the Climate Protection Action Committee (Last Revised February 16, 2021).

16. Resolution No.: R-2021-014 Authorizing the City Manager to execute a Sublease Agreement between the City of Columbia and K W Associates, LLC d/b/a KW Beverage for 920 A and B Hemlock Road (*Columbia Police Department*) – *Approved*

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to approve Resolution No.: R-2021-014 Authorizing the City Manager to execute a Sublease Agreement between the City of Columbia and K W Associates, LLC d/b/a KW Beverage for 920 A and B Hemlock Road (*Columbia Police Department*).

OTHER MATTERS

17. Council is asked to approve the FY2020 Edward Byrne Memorial Justice Assistance Grant (JAG) Application for Equipment Enhancements in the Special Services Bureau, as requested by the Columbia Police Department in the amount of \$72,941. – *Approved*

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to approve the FY2020 Edward Byrne Memorial Justice Assistance Grant (JAG) Application for Equipment Enhancements in the Special Services Bureau, as requested by the Columbia Police Department in the amount of \$72,941.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MARCH 2, 2021**

COUNCIL COMMITTEE REPORTS/REFERRALS

Councilor Rickenmann said I would like to establish a committee on the tax study. We have committed to pull partners from the school district, county, city, and chamber to work together and dig into the data to formulate a plan that benefits the community by reducing our tax structure for competitiveness. I would like for us to establish the committee and start working with our sister agencies in Columbia on the fact finding side and to come up with recommendations to present back.

Councilor Davis said the end product needs to be something the public can understand. We need at a least one citizen to join the committee to articulate and help convey the information to the public at large.

Councilor Duvall said the issues that were pointed out in the tax study are very complicated. Many of those issues cannot be settled by a group sitting around, they have to be settled at a legislative level. We are starting up an election season that is going to elect four new members of this council and it might be the wrong time to get into this type of study. If we want to do something positive, we can get a small working group of people that are experts in municipal, county, and school government and lay out where the problems are before you have a public facing committee diving into these sensitive subjects during a political campaign.

Councilor Devine said I think a working group probably will be best. I suggest doing a working group among ourselves and come up with ideas on how to tackle the issues that we think need further study and with staff pull together more information. A lot of the concerns from the other bodies are more on a state level, especially as it relates to the value of our millage versus other areas in the state.

Mayor Benjamin said we are going to move forward with establishing this commission but it is important that we lay out to people who want to work on the committee that we must be truly solutions oriented. We have to make sure we have clear, targeted, measurable, time bound results that help us get to where we need to. We need to make sure that we include city staff, citizens who support public education, regular working citizens, small business representatives, and state legislators willing to serve and take ideas back to the State House and put them into action. I recommend coming back with how the committee should proceed and how the committee will look. With the main focus of addressing the challenges outlined in the tax study report and come back with specific resolutions the city, school district, county, and state can act on.

Attachment: MN_03_02_2021 (6537 : Approval of Minutes)



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MARCH 2, 2021

Upon a motion made by Mr. Rickenmann and seconded by Ms. Devine, Council voted unanimously to establish a committee to focus on the challenges identified in the tax study. Mr. Rickenmann, Ms. Devine, and Mr. Duvall will come back with recommendations on the set-up of the committee and the main goals to be accomplished. – *Approved*

PUBLIC INPUT

Mr. Michael Bailey, City of Columbia Citizen said I don't know why you used an executive session to discuss extending the mask ordinance earlier in the month. The public has an opinion; you keep doing everything in secret. The public doesn't want this and like you all said reelections are coming up and you all might want to remember that.

Mr. Emeril Utsey, Citizen of the Meadowfield Hampton Hill Community said we have been discussing the African American mural project and I have received some input from the community. There are several concerns that have been raised about the art project. Number one, is the concern that a mural specifically at the Woodland Community Center would be viewed as urban art in a residential neighborhood. Number two, is that the mural and its message is largely lost on this community. I know that there is the purpose of educating the community, but the opinion from some is that if you put this mural up without any adequate explanation people are just going to ignore it. Number three, the murals would be more appropriate inside the community centers or as part of a touring art show throughout the city. The concerns are weathering, vandalism, and graffiti. This leads to the concern of the upkeep of each mural over time. Will the mural be regularly kept up, who will pay for the upkeep, and who is going to prevent vandalism and graffiti? If it's put inside the community centers, there will be adequate supervision and explanation. Another concern is that City Council has largely railroaded this project through without adequate input from the community. There's collective wisdom when City Council taps into community input.

EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted unanimously to enter into Executive Session at 4:16 p.m. for the discussion of **Items 18** through **20** as amended.

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

*COVID-19
2021 Legislative Overview*

Attachment: MN_03_02_2021 (6537 : Approval of Minutes)



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MARCH 2, 2021**

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

One Columbia

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

Constan Carwash

ADJOURNMENT

Council adjourned the meeting at 5:55 p.m.

Respectfully submitted:

Erika D. Moore Hammond, CMC

City Clerk

Attachment: MN_03_02_2021 (6537 : Approval of Minutes)



We Are Columbia

MEETING DATE: March 16, 2021

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2021-012 An Emergency Ordinance Extending and Amending Certain Emergency Ordinances

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Attracting & Retaining Talent, Connecting Our Community, Economic Prosperity - Endless Possibilities, Empowering Our Residents, Enhancing Columbia's Neighborhoods, Innovative & High Quality Municipal Services, Planning Together

ATTACHMENTS:

- Ordinance_2021_012_extending_mask_face_coverings_and_temporary_suspension_of_meetings (PDF)

ORDINANCE NO: 2021-012*An Emergency Ordinance Extending and Amending Certain Emergency Ordinances Related to COVID-19*

WHEREAS, SARS-CoV-2 (the Coronavirus) the virus that causes the disease COVID-19 continues to be a serious public health concern; and,

WHEREAS, the Centers for Disease Control and Prevention (“CDC”) and SCDHEC advise the use of cloth face coverings to slow the spread of COVID-19; and,

WHEREAS, in Executive Order No. 2020-63, Governor Henry McMaster urged municipalities to enact measures requiring individuals to wear a face covering; and,

WHEREAS, it is vitally important that we continue to work together to decrease the widespread proliferation of COVID-19 among us; and,

WHEREAS, City Council finds that it is still in the public interest to protect public health and the general welfare of the public to extend the temporary suspension of normal operating procedures of City Council and City Boards and Commissions meetings as set forth in Ordinance No.: 2020-044 and to extend and amend the requirement that face coverings or masks be worn in public in the City of Columbia as set out forth in Ordinance No.: 2020-059; and,

WHEREAS, the requirements under both ordinances were further extended and amended by Ordinance 2020-093 through January 5, 2020; and,

WHEREAS, Sec. 2-86 of the Ordinances of the City of Columbia allows for the adoption of emergency ordinances on one reading without notice or hearing by affirmative two-thirds of the members present, and shall expire automatically on the 61st day following enactment; NOW, THEREFORE,

BE ORDAINED by the Mayor and Council this ____ day of _____, 2021, that the City of Columbia extends the temporary suspension of the normal operating procedures of City Council and City Boards and Commissions meetings and allows for the Mayor, Council Members, Board Members and Commission Members to remotely participate in voting and operational procedures by telephone or other means of electronic communication.

BE IT FURTHER ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this ____ day of _____, 2021 that facial coverings shall be required in all public places within the City to slow the spread of the novel coronavirus disease, known as COVID-19 as follows:

1. Face coverings which cover the nose and mouth shall be required in all public places within the City. All persons entering a commercial establishment in the City must wear a face covering while inside the establishment. A face covering must also be worn in situations where distances between people change frequently such as a busy sidewalk, waiting area, or popular outdoor area where it is impractical or impossible to maintain six feet of distance at all times. This paragraph does not apply to religious establishments. However, the use of face coverings is recommended during religious activities as well.

2. All restaurants, bars, retail stores, barbershops, salons, grocery stores, and pharmacies in the City must require their employees to wear a face covering which covers the nose and mouth at all times while having face to face interaction with the public. Each individual employee violation of this ordinance will be considered a separate and distinct offense.

3. Any person who is unable to safely wear a face covering due to age, an underlying health condition, or is unable to remove the face covering without the assistance of others is exempt from this Ordinance.

4. Face coverings are not required in the following circumstances:

- a. In personal vehicles;
- b. When a person is alone in enclosed spaces; during outdoor physical activity, provided the active person maintains a minimum of six (6) feet from other people at all times;
- c. When a person is alone or only with other household members;
- d. While drinking, eating or smoking;
- e. When wearing a face covering causes or aggravates a health condition.
- f. When wearing a face covering would prevent the receipt of personal services.
- g. When a person is 10 years of age or younger.

5. A person who fails to comply with Paragraph 1 of this Ordinance shall be guilty of a civil infraction, punishable by a fine of not more than \$100.00.

6. A person who fails to comply with Paragraph 2 of this Ordinance shall be guilty of a civil infraction, punishable by a fine of not more than \$100.00. Each violation of this Ordinance shall be considered a separate and distinct offense. In addition to the fines established by this paragraph, repeated violations of this Ordinance by a person who owns, manages, operates or otherwise controls a business subject to this Ordinance may, subject to all procedural protections set forth in the City Code, result in the suspension or revocation of any occupancy permit or business license issued to a business where the repeated violations occurred. Repeated violations of this Ordinance are additionally hereby declared to be a public nuisance, which may be abated by the City by restraining order, preliminary and permanent injunction, or other means provided for by the laws of this State. The foregoing notwithstanding, every effort shall be made to bring the business into voluntary compliance with the terms of this Ordinance prior to the issuance of any citation. For the purposes of Paragraph 2 of this Ordinance, "person" shall be defined as any individual associated with the business who has the control or authority and ability to enforce the social distancing requirements of the Ordinance within the business, such as an owner, manager or supervisor. "Person" may also include an employee or other designee that is present at the business but does not have the title of manager, supervisor, etc., but has the authority and ability to ensure that the requirements of this Ordinance are met while the business is open to the public.

7. Should any provision, paragraph, sentence or word of this Ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, paragraphs, sentences, or words of this Ordinance as hereby adopted shall remain in full force and effect.

BE IT FURTHER ORDAINED that this emergency ordinance shall be terminated by the issuance of another ordinance or shall automatically expire on the 61st day after enactment of this ordinance.

This ordinance shall take effect immediately.

Requested by:

Mayor and City Council

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

T. A. Knox

City Attorney

City Clerk

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: March 16, 2021

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: COVID-19 Update - The Honorable Mayor Stephen K. Benjamin

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Connecting Our Community, Economic Prosperity - Endless Possibilities, Empowering Our Residents, Enhancing Columbia's Neighborhoods, Innovative & High Quality Municipal Services

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



We Are Columbia

MEETING DATE: March 16, 2021

DEPARTMENT: Office of Business Opportunities

FROM: *Melissa Lindler, Office of Business Opportunities Director*

SUBJECT: **Proposed Revisions to the Commercial Non-Discrimination and CDBE Utilization Policy - Ms. Melissa Lindler, Office of Business Opportunities Director**

FUNDING SOURCE & ORIGINAL BUDGET:

BUSINESS PROGRAM: Columbia Disadvantaged Business Enterprise Program

CLEAN WATER 2020?: No

FOCUS AREAS: Economic Prosperity - Endless Possibilities

PURPOSE:

In an effort to strengthen the Commercial Non-Discrimination and Columbia Disadvantage Business Enterprise (CDBE) Policy and streamline the Good Faith Efforts (GFE) requirement, proposed revisions to the current policy are recommended. These revisions are the result of a collaborative effort across City departments that have a role in supporting the CDBE program.

ATTACHMENTS:

- Briefing Memo for Proposed Revisions to the Commercial Non-Discrimination and CDBE Utilization Policy (PDF)



We Are Columbia

MEMORANDUM

TO: Mayor Stephen K. Benjamin and Members of the Columbia City Council

CC: Ms. Teresa Wilson, City Manager
 Mrs. Missy Gentry, Assistant City Manager
 Mr. Clint Shealy, Assistant City Manager
 Mr. Jeff Palen, Assistant City Manager
 Mr. Patrick Wright, Senior Assistant City Attorney/Senior Advisor
 Mrs. Sandra Middleton, Director, Department of Procurements and Contracts
 Mrs. Juliet Nelly, Compliance Administrator, OBO
 Mrs. Ayesha Driggers, Program Administrator, OBO
 Mrs. Erika Hammond, City Clerk

FROM: Melissa L. Lindler, Director, OBO 

DATE: March 12, 2021

SUBJECT: Proposed Revisions to the Commercial Non-Discrimination and Columbia Disadvantage Business Enterprise (CDBE) Policy (March 16, 2021 Council Agenda)

In an effort to strengthen the Commercial Non-Discrimination and Columbia Disadvantage Business Enterprise (CDBE) Policy and streamline the Good Faith Efforts (GFE) requirement, the following proposed revisions are recommended. These revisions are the result of a collaborative effort across City departments that have a role in supporting the CDBE program.

- The incorporation of the Non-Discrimination Contracting Policy as part of the existing policy.
- The offeror is responsible for maintaining Good Faith Efforts (GFE) documentation and records for each CDBE project for which they participate. If the offeror meets or exceeds the CDBE goal placed on a project, GFEs are not required.
- The inclusion of digital or print advertisements in meeting the CDBE goal placed on projects.
- The inclusion of a tiered approach to meet or exceed the CDBE utilization goal placed on a project:
 - Tier One Utilization of CDBEs within the Columbia-Orangeburg-Newberry CSA
 - Tier Two Utilization of Certified DBEs within the Columbia-Orangeburg Newberry CSA
 - Tier Three Utilization of Certified DBEs within the state of South Carolina

- The City reserves the right to audit GFE paperwork at any time. Offerors that repeatedly fail to meet the specified CDBE utilization goal placed on a project will be audited.

The Compliance Submittal Period (CSP)

- The purpose of the CSP is to determine compliance for a specified bid in meeting the GFE requirement of the CDBE policy.
- Offerors must submit the areas for which CDBE participation will be achieved at bid opening. The information should include the specific CDBE participation percentages, services, and/or materials to be provided.
- All offerors must submit a *Letter of CDBE Commitment* as part of their CSP package to the Office of Procurement and Contracts.
 - Offerors that certify in their *Letter of CDBE Commitment* that their CDBE percentage will meet or exceed the CDBE project goal at bid opening are not required to submit GFEs documentation as part of their CSP.
 - Offerors that certify in their *Letter of CDBE Commitment* that their CDBE percentage will be at least 50% or more of the specified CDBE project goal at bid opening are not required to submit GFEs documentation as part of their CSP.
 - Offerors that certify in their *Letter of CDBE Commitment* that their CDBE percentage will be below 50% of the specified CDBE project goal must submit all GFEs documentation and records as part of their CSP.
 - The offeror must also include in the *Letter of CDBE Commitment* that the CDBEs/DBEs to be included at bid opening will self-perform a minimum of 50% of their portion of the project.
 - Pricing should not be included as a component of the CSP by any offeror.
- The GFEs Committee will convene to review GFEs documentation and records submitted by offerors during the CSP that have certified that their CDBE percentage will be below 50% of the specified CDBE project goal.
- The establishment of the CDBE Appeals Process & General Administrative Review Committee.

Invitation for Bid on CDBE Projects

- An invitation for bid will be extended to offerors deemed compliant during the CSP.
 - CDBE percentages reflected in final bid submittals must match or exceed the previous percentage certified in the Letter of CDBE Commitment submitted during the CSP by the offeror prior to bid opening. If the percentage contained in the bid submitted

- during the bid opening is less than the percentage contained in the letter, the bidder will be found non-responsive.
 - Written commitment of the offeror to use the CDBEs/DBEs listed at the stated participation percentages.
 - Written confirmation of participation from each CDBE/DBE subcontractor listed with participation percentages for each.
- The City may, with the approval of the City Manager, promulgate additional rules and regulations not inconsistent with this policy or any Federal or State law, regulation or grant requirement, as needed. The City Manager reserves the right to review and/or remove programmatic provisions should it be found to be in the best interest of the City.



We Are Columbia

MEETING DATE: March 16, 2021

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: Proposed Changes to New Zoning Map - Ms. Krista Hampton,
Director of Planning and Development Services and Ms.
Rachel Bailey, Zoning Administrator

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

ATTACHMENTS:

- CC Map Revision Memo 03-12-21 (PDF)



We Are Columbia

MEMORANDUM

TO: Columbia City Council
FROM: Krista Hampton, Planning and Development Services Director
Rachel Bailey, Zoning Administrator
CC: Teresa Wilson, City Manager; Missy Gentry, Assistant City Manager
DATE: March 12, 2021
RE: Proposed Revisions to New Zoning Map

We are proceeding with the adoption process of the new zoning maps to implement the recently adopted, but not yet effective Unified Development Ordinance. The most recent legislative action was the January 19, 2021 public hearing conducted by City Council to review and hear input on the proposed new zoning map. Council postponed holding first reading to permit additional time for the public to review the map and engage with staff about questions and possible changes, which occurred with additional neighborhood meetings and one-on-one calls with individuals. As a result of staff review and public input, a number of changes to the draft map are recommended. We are presenting these changes as information for your review and comment prior to scheduling them for Planning Commission review in May and City Council public hearing in July to reduce the feedback loop time. The schedule is listed below.

The reason behind the proposed changes varies. Some are due to errors in the original mapping and others are due to discussions with the public that illuminated needed changes. We look forward to this next step in the adoption of the code and map.

January 19, 2021	Public Hearing
March 16, 2021	City Council amend effective date to August 30, 2021 Review input and proposed changes
April 6, 2021	City Council 1 st Reading of new zoning map
May 3, 2021	Planning Commission consideration of revisions to zoning map
June 6, 2021	City Council 2 nd Reading of new zoning map (effective August 30, 2021)
July 20, 2021	City Council Public Hearing and 1 st Reading on revisions to zoning map
August 3, 2021	City Council 2nd Reading on revisions to zoning map (effective August 30, 2021)
August 30, 2021	Uniform Development Ordinance and Map Effective

Attachment: CC Map Revision Memo 03-12-21 (6516 : Proposed Changes to New Zoning Map)



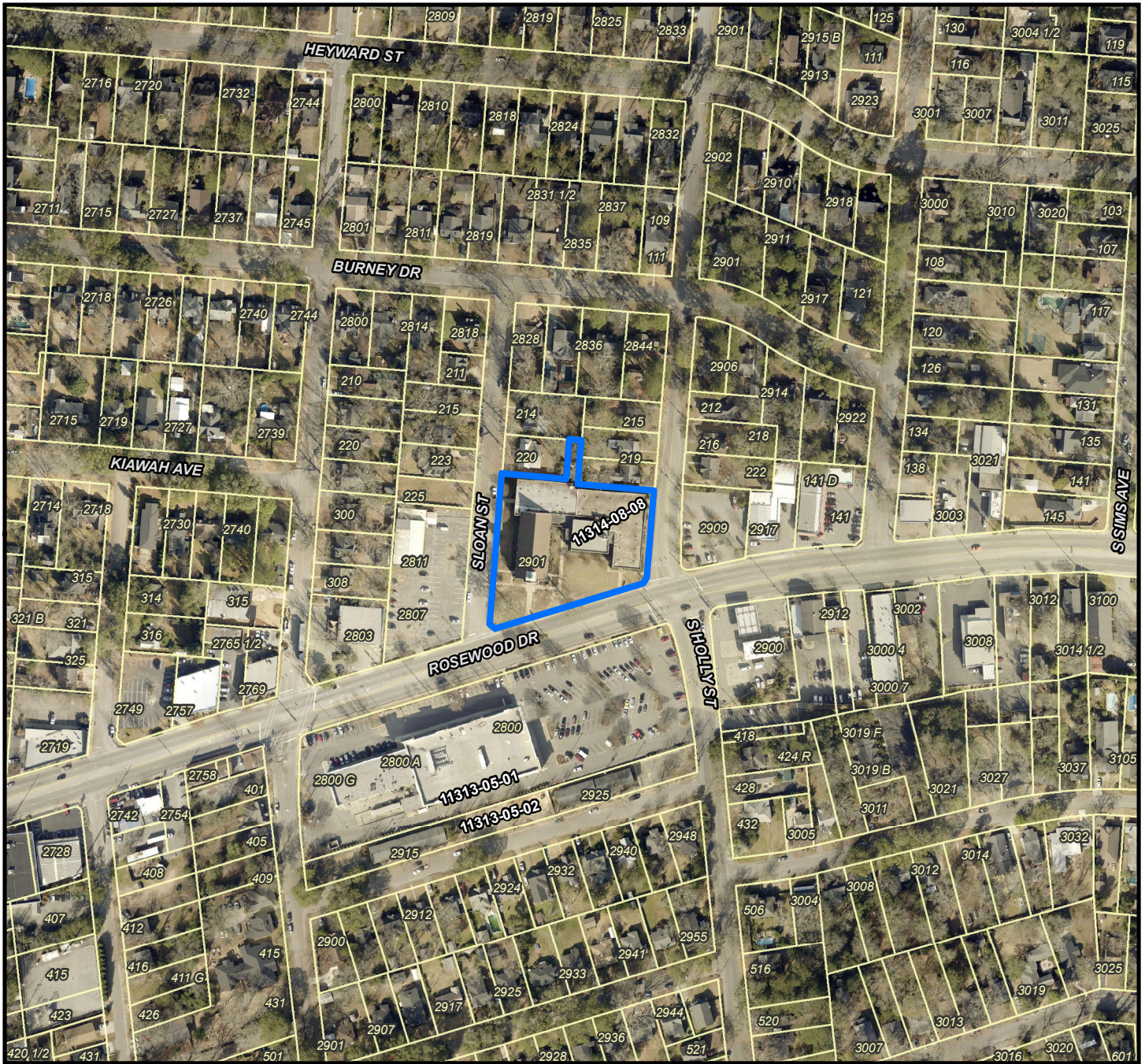
UDO ZONING MAP REVISIONS

Tax Map Number	Address	From	To
07215-02-11	500 Wildlife Pkwy	EC	INS-ZOO

Map prepared by Planning & Development Services

0 220 440 880 1,320 1,760 Feet





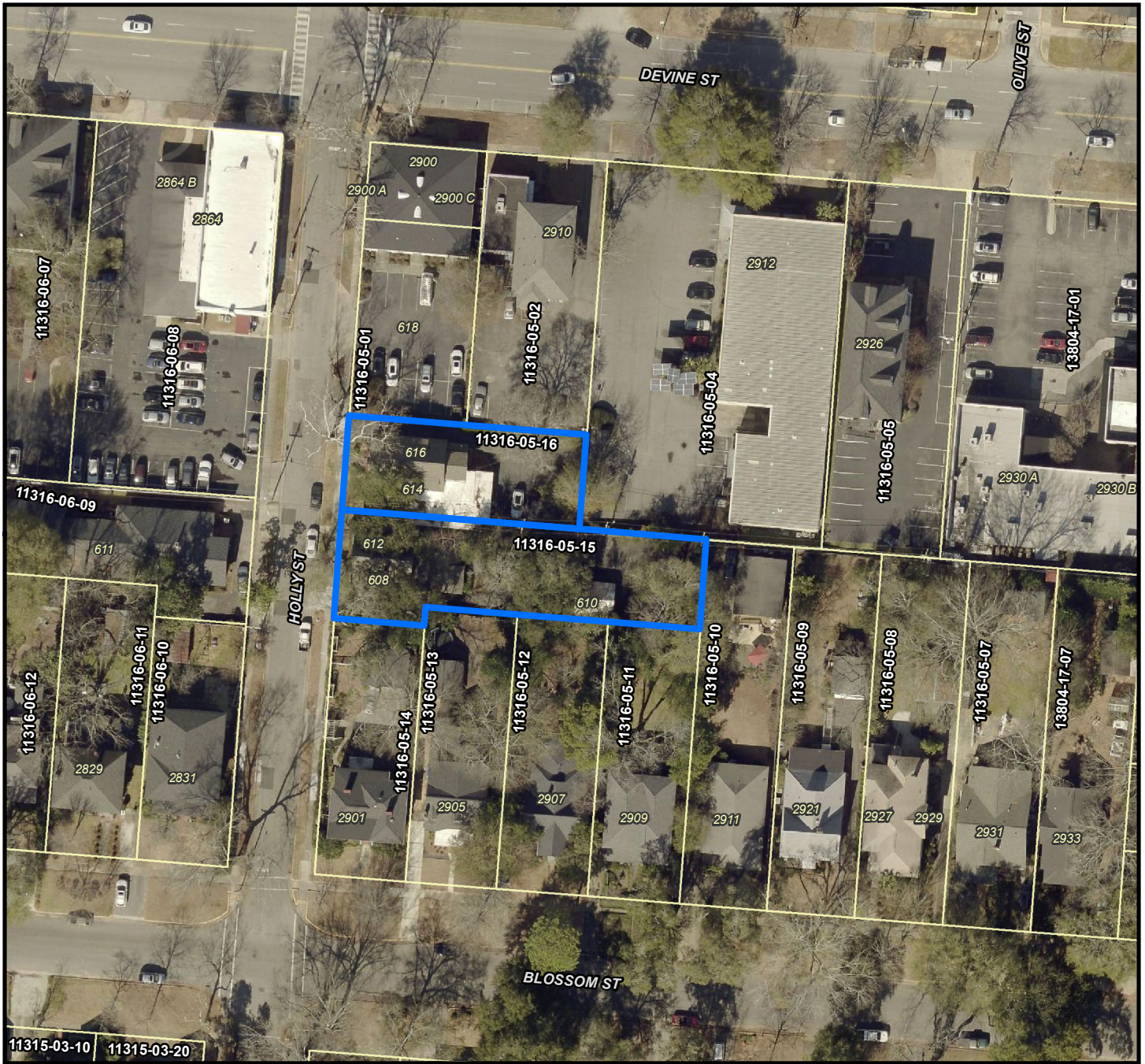
UDO ZONING MAP REVISIONS

Tax Map Number	Address	From	To
11314-08-08	2901 Rosewood	NAC	NAC and RSF-3

Map prepared by Planning & Development Services

0 110 220 440 660 880 Feet





UDO ZONING MAP REVISIONS

Tax Map Number	Address	From	To
11316-05-15 & 16	612 and 614 Holly St	O-I	CAC

Map prepared by Planning & Development Services

0 30 60 120 180 240 Feet





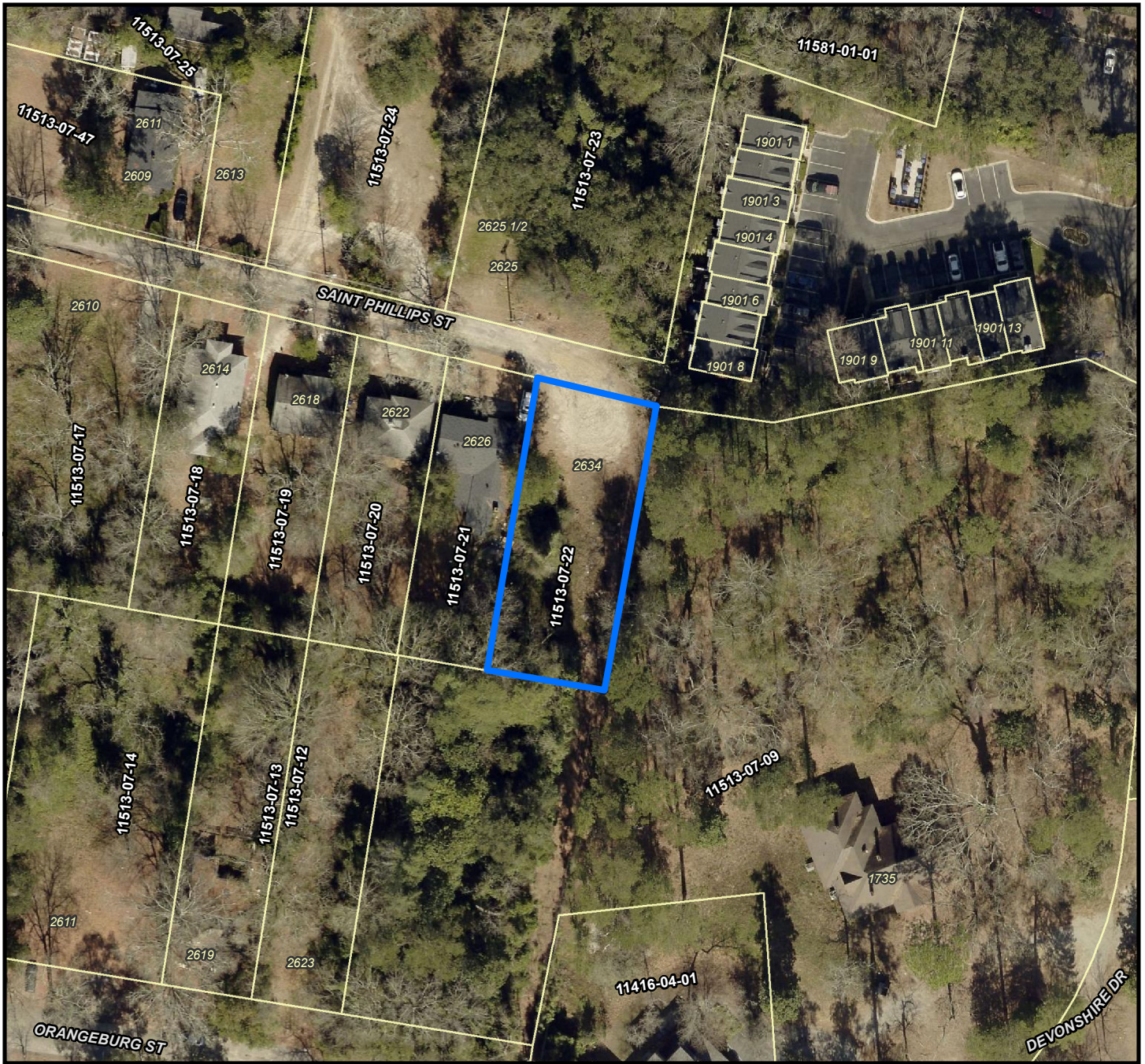
UDO ZONING MAP REVISIONS

Tax Map Number	Address	From	To
11405-03-06 & -07	1122 & 1126 Barnwell	RM-2	CAC

Map prepared by Planning & Development Services

0 30 60 120 180 240 Feet





UDO ZONING MAP REVISIONS

Tax Map Number	Address	From	To
11513-07-22	2634 St Phillips St	RM-2	MU-1

Map prepared by Planning & Development Services

0 30 60 120 180 240 Feet

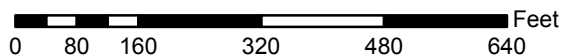




UDO ZONING MAP REVISIONS

Tax Map Number	Address	From	To
11702-04-01	5400 Fairfield Rd	RSF-3	CAC

Map prepared by Planning & Development Services





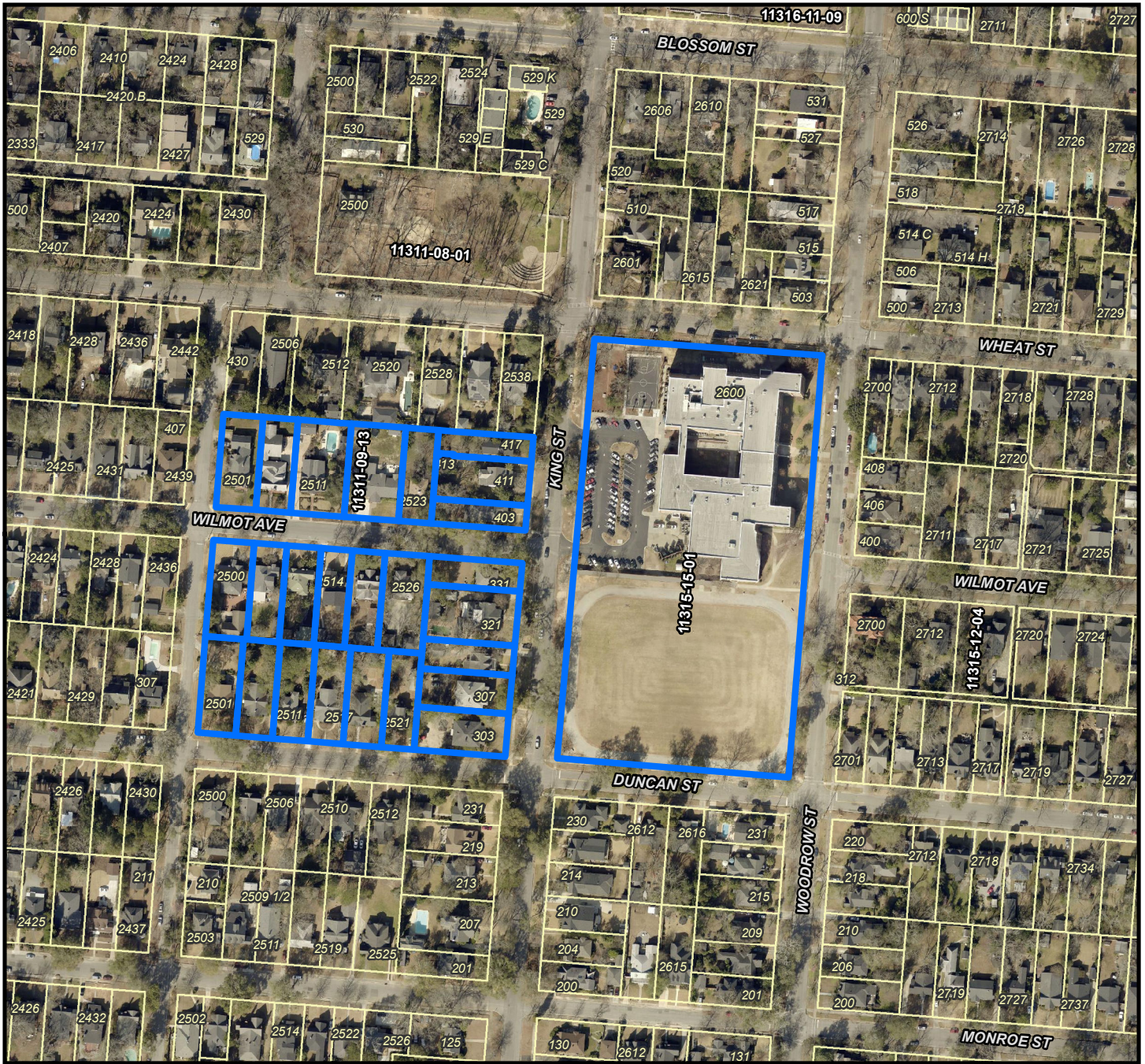
UDO ZONING MAP REVISIONS

Tax Map Number	Address	From	To
13814-08-08	715 Montague Rd	GC	RSF-1

Map prepared by Planning & Development Services

0 110 220 440 660 880 Feet





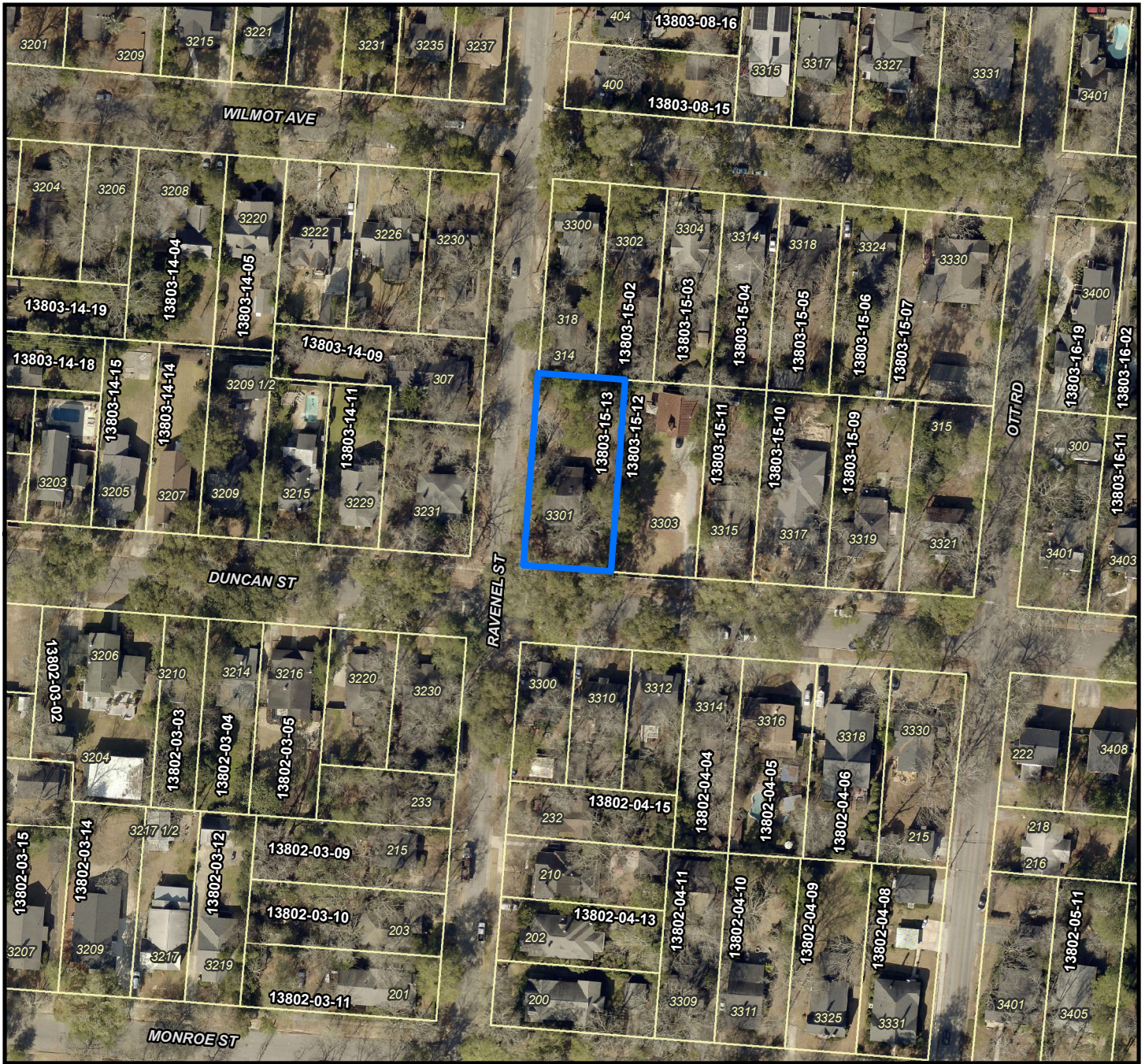
UDO ZONING MAP REVISIONS

Tax Map Number	Address	From	To
11315-15-01	415 Woodrow St	RM-1	RSF-2
11311-09-13 to -16, -08 to -11	Wilmot/King	RM-1	RD
11311-10-01 to -17	Queen/Duncan	RM-1	RD

Map prepared by Planning & Development Services

0 110 220 440 660 880 Feet





UDO ZONING MAP REVISIONS

Tax Map Number	Address	From	To
13803-15-13	3301 Duncan	RSF-2	RSF-3

Map prepared by Planning & Development Services

0 55 110 220 330 440 Feet





UDO ZONING MAP REVISIONS

Tax Map Number	Address	From	To
13901-08-09 through -05	827-847 Adger	RM-1	RSF-1
13901-06-08 through -04	1117 through 1211 Adger	RM-1	RSF-1
13901-07-08 through -06	3319, 3321 & 3323 Devereaux	RM-1	RSF-3
13901-08-03	3320 Devereaux	RM-1	RSF-1
13901-06-10 & -09	3333 & 3339 Devereaux	RM-1	RSF-1
13901-08-04	3328 Devereaux	RM-1	RSF-1

Map-prepared by Planning & Development Services

0 80 160 320 480 640 Feet

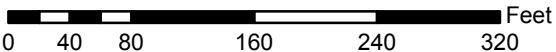




UDO ZONING MAP REVISIONS

Tax Map Number	Address	From	To
13902-14-11	1301 Shirley	RM-1	RSF-2
13902-09-12 through -15	1300, 1304, 1308 & 1310 Shirley	RM-1	RSF-2
13902-09-11 through -09	3011, 3015 & 3019 Bratton	RM-1	RSF-2
13902-09-08	1309 Butler	RM-1	RSF-2
13902-09-07	1315 Butler	RM-1	RSF-2
139202-14-19 & 10	1309 & 1315 Shirley	RM-1	RSF-2

Map prepared by Planning & Development Services

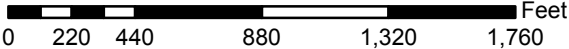


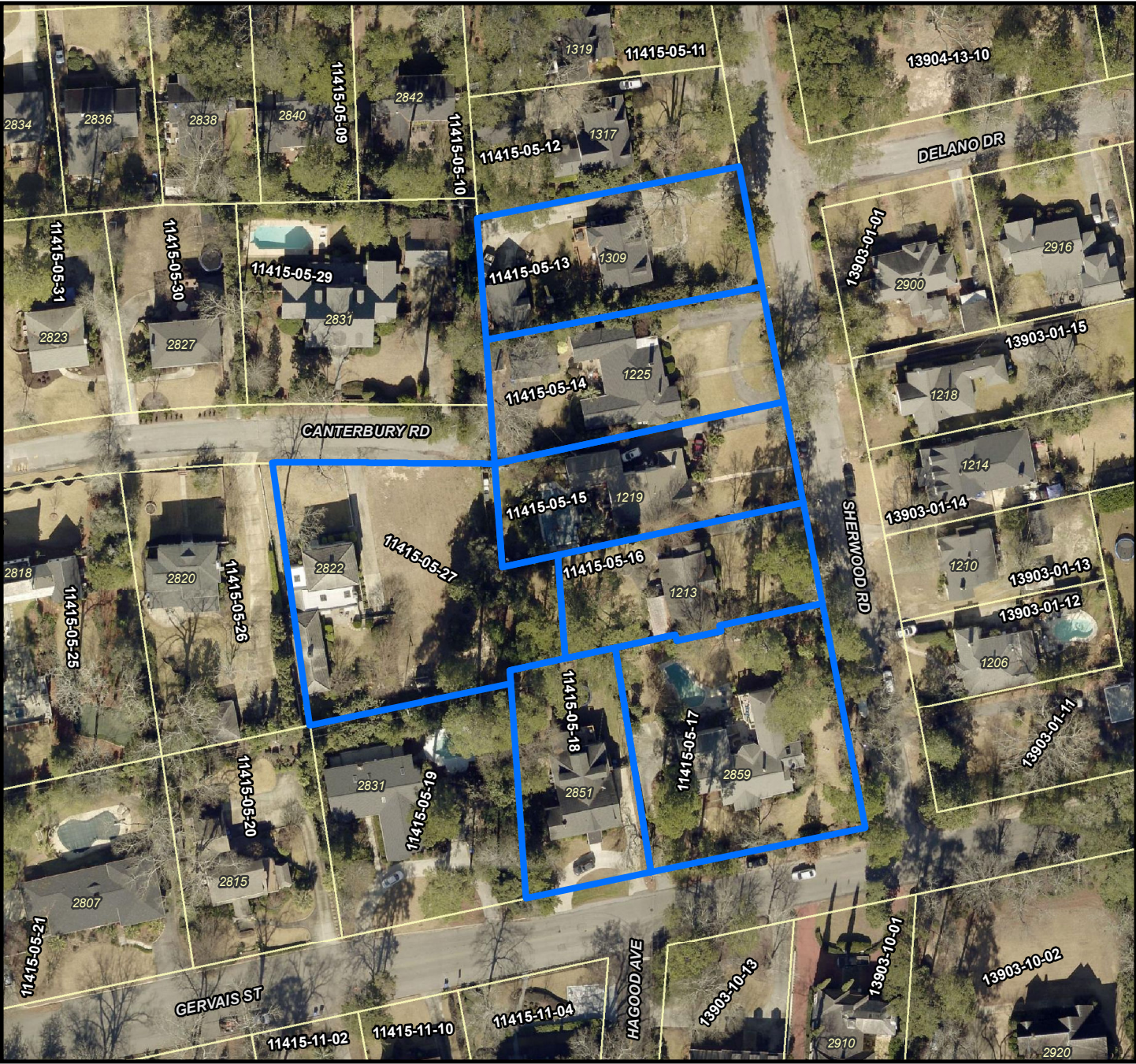


UDO ZONING MAP REVISIONS

Tax Map Number	Address	From	To
13500-02-04, 13510-01-05, 13500-02-05, 13510-07-01, 13500-02-06, 13510-05-01 through -07, 13510-06-01 through -12, 13510-10-01 through -16, 13510-09-01 through -16, and 13510-08-01 through -09	Atlas/Bibleway PUD	PD	RM-2 and CAC

Map prepared by Planning & Development Services

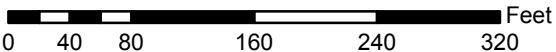




UDO ZONING MAP REVISIONS

Tax Map Number	Address	From	To
11415-05-27	2822 Canterbury	RSF-1	RSF-2
11415-05-18, 17, 16 , 15, 14, & 13	Gervais and Sherwood	RSF-1	RSF-2

Map prepared by Planning & Development Services





UDO ZONING MAP REVISIONS

Tax Map Number	Address	From	To
13914-09-28 through -40	Brennen/Brockwall Dr	RM-1	RSF-2
13914-06-09 through -12 and 13914-06-01	Brockwall Dr	RM-1	RSF-2
13914-09-41 to -44	Brennen/Woodside Haven	RM-1	RSF-2
13914-05-03, -04 to -09	Brennen	RM-1	RSF-1
13914-01-15 to -17	Bellefield Ln	RM-1	RSF-1

Map prepared by Planning & Development Services

0 90 180 360 540 720 Feet





UDO ZONING MAP REVISIONS

Tax Map Number	Address	From	To
05211-01-01	E/S Hollingshed Rd	LL-R	RSF-3
05214-02-01	851 Lost Creek Dr	LL-R	TC
05216-01-01	N/S Lost Creek Dr	LL-R	TC
05212-01-25		LL-R	TC
05207-07-28		RSF-3	LL-R

Map prepared by Planning & Development Services

0 320 640 1,280 1,920 2,560 Feet

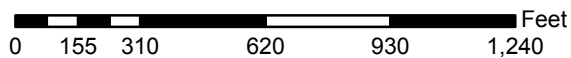


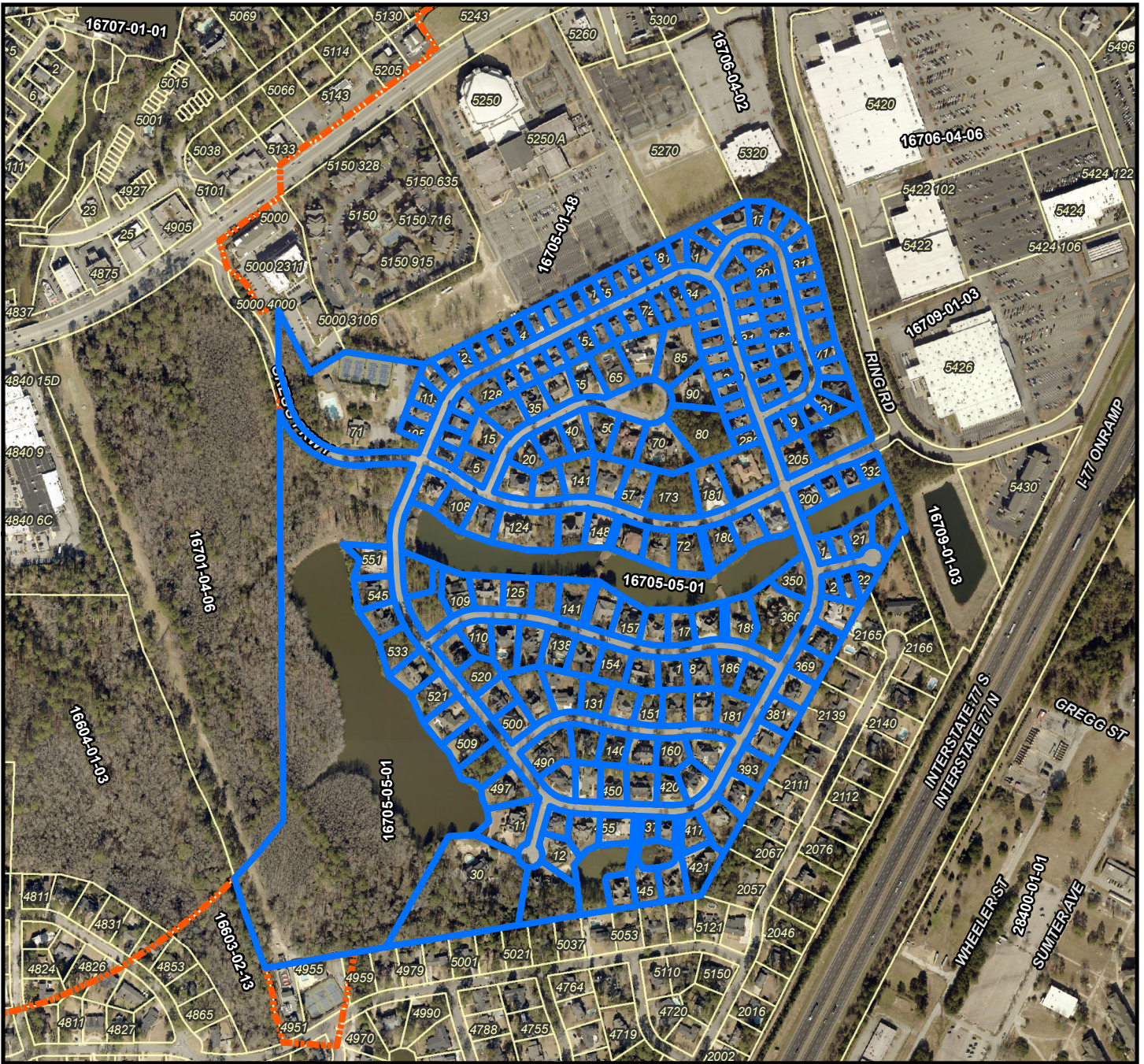


UDO ZONING MAP REVISIONS

Tax Map Number	Address	From	To
09008-01-04	631 Elmwood	MU-1	MU-2
09012-08-23	W/S Kinard Ct	MU-2	MU-1
09012-08-01	2202 Park St	RSF-3	MU-1
09011-05-06, -05, & -04, 09012-11-07 & 06	Park & Lincoln St	MU-2	MU-1

Map prepared by Planning & Development Services





UDO ZONING MAP REVISIONS

Address	From	To
Gregg Park	RM-2	RSF-1

Map prepared by Planning & Development Services

0 245 490 980 1,470 1,960 Feet

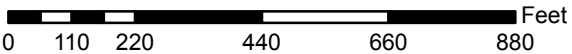




UDO ZONING MAP REVISIONS

Tax Map Number	Address	From	To
08912-13-08, -02,	Kline Site	CAC	PD

Map prepared by Planning & Development Services

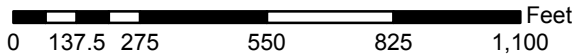




UDO ZONING MAP REVISIONS

Address	From	To
Rochelle Heights	RSF-1	RSF-2

Map prepared by Planning & Development Services





We Are Columbia

MEETING DATE: March 16, 2021

DEPARTMENT: Budget & Program Management

FROM: *Missy Caughman,*

SUBJECT: Fiscal Year 2021/2022 Budget Workshop - Ms. Missy Caughman, Budget & Program Management Director

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

- FY 21/22 Budget Schedule
- FY 20/21 Budget Update
- FY 21/22 Budget Development

ATTACHMENTS:

- Budget Memo 1 Schedule and Budget Development (PDF)



We Are Columbia

Office of Budget & Program Management
1136 Washington Street, Ste. 504, Columbia, SC 29201 • Phone: 803-545-3146 • Fax: 803-545-3147

TO: Honorable Steve Benjamin, Mayor & Columbia City Council
Teresa Wilson, City Manager

FROM: Missy Caughman, Budget & Program Management Director *MAC*

DATE: March 11, 2020

RE: FY 2021/2022 Budget Schedule and Development

During the March 16th City Council meeting we will cover the budget schedule, provide a brief update on the FY 2020/2021 Budget and then highlight some of the issues guiding the development of the FY 2021/2022 proposed budget.

Budget Calendar

The proposed and alternative budget schedules below allow for adoption of the budget earlier than our normal schedule. The proposed budget will be based primarily on the current year budget and we do not anticipate many changes at this time.

FY 21/22 Budget Calendar - Proposed

<i>March 16</i>	Budget Schedule FY 20/21 Budget Update FY 21/22 Budget Development & Issues
<i>April 6</i>	General Fund Parking Fund Hospitality Tax Accommodations Tax
<i>April 20</i>	Water & Sewer - W&S Rate Study presentation - Water & Sewer CIP Storm Water - Storm Water CIP <i>**** Last City Council meeting before budget is advertised for Public Hearing</i>
<i>April 26</i>	Date Public Hearing is advertised in newspaper
<i>May 4</i>	All Funds Summary & Wrap Up
<i>May 11</i>	Public Hearing & First Reading <i>* Requires Special Called Meeting</i>
<i>May 18</i>	Second Reading / Final Adoption
<i>July 1</i>	New fiscal year starts.



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FY 21/22 Budget Calendar - Alternate

<i>March 16</i>	Budget Schedule FY 20/21 Budget Update FY 21/22 Budget Development & Issues
<i>April 6</i>	General Fund Parking Fund Hospitality Tax Accommodations Tax
<i>April 20</i>	Water & Sewer - W&S Rate Study presentation - Water & Sewer CIP Storm Water - Storm Water CIP <i>**** Last City Council meeting before budget is advertised for Public Hearing</i>
<i>May 3</i>	Date Public Hearing is advertised in newspaper
<i>May 4</i>	All Funds Summary & Wrap Up
<i>May 18</i>	Public Hearing & First Reading
<i>June 1</i>	Second Reading/Final Adoption
<i>July 1</i>	New fiscal year starts.

In January, we reported that would be adjusting the budget process to be very similar to the approach taken for the current fiscal year. Much like last year's budget process, we have limited information to know the full or longer term effects that the pandemic has on various sources of city revenues, specifically those driven by consumer spending. Therefore, the proposed budget will be similar to the current year and we anticipate that in the coming months we will make revisions as information and data are available for possible budget amendments later in the year.



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FY 2020/2021 Budget Update

As we prepare the FY 21/22 Budget, we wanted to provide a high level update on the current year budget and look back at the process used to develop the budget for current year.

Developing the budget starts with priorities as set by City Council and the City Manager. After priorities and focus areas are outlined, the development of the budget starts with the projection of revenues. In March of 2020 as we were first approaching the impending pandemic, we were faced so much uncertainty about what the next several weeks would bring and how it would impact the City's revenue sources. A year later and we have learned a lot, but also still have with many unknowns in regards to the impact that the pandemic would have on the City Budget.

The Finance Department has published on the City's website the monthly financials through December. As we look at preliminary numbers for January and into February, we have several areas that are doing better than expected in regards to budget projections, several that are on track to meet budget and several that are falling below budget projections. In areas where we are meeting or even exceeding budget projections, we have to keep in perspective that projections are lower than they would be in normal years. We are very pleased that we are meeting a budget that is lower than the previous fiscal year by \$20M and remain hopeful that the remaining months stay on the same path.

The following table shows revenues by major fund, budget to actual for last fiscal year and the current fiscal year through December 30. Budget to Actual through December show we are on target for most funds. Actual to Actual variance demonstrates where collections are compared to prior year and is an indication of the pandemic on City revenue sources.

Fund	FY 19/20 Actual	Actual thru 12/30/19	% of budget	FY 20/21 Budget	Actual thru 12/30/20	% of budget	Act. to Act. Variance
General Fund	132,856,697	27,076,880	20%	128,290,161	27,126,126	21%	49,246
Water & Sewer	177,935,409	90,166,752	51%	179,956,785	85,243,456	47%	(4,923,296)
Storm Water	15,476,995	8,386,242	54%	14,023,299	8,018,244	57%	(367,998)
Parking	6,868,105	3,606,631	53%	7,496,650	3,105,742	41%	(500,889)
Hospitality Tax	10,767,712	6,192,721	58%	7,165,777	4,680,086	65%	(1,512,635)

The above chart reflects revenues by major fund (no transfers in or other sources).



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City revenue sources vary by fund which means that the impact of the pandemic on each fund can vary by the sources of the revenues. This chart also shows how much of the General Fund collections come later in the fiscal year compared to the other funds which are driven by consumer spending where fees are more steady collected throughout the year. With revenues coming in later in the fiscal year, it makes revenue projections more of a challenge than normal given the current economic conditions.

Based on current collections, we are optimistic that we can meet budget projections; however, we remain cautious that we still have many unknowns, we will continue to closely monitor collections and other economic indicators as we work through the next few months. Expenditures are also in line with budget projections. By Departments doing their part to stay within budget and revenue collections coming in on target, we are optimistic we will end the year on a positive note financially. Our concern is that some of the measures taken to stay within budget and keep costs down are not sustainable.

FY 2021/2022 Budget Development & Overview of Budget Drivers

The FY 21/22 Proposed budget will be very similar to the current budget which was based on FY 18/19 actuals. This means departments will likely have budgets that reflect what costs were 2-3 years ago. There are certainly challenges we face from operating and providing city services on a flat and no change budget. Prioritizing the allocation of limited resources will be incredibly important as we seek to balance the budget. In the current year, this was achieved in part by suspending programs, deferring capital and other operating reductions such as no travel and holding positions vacant.

The City Manager's goals for the proposed budget are ensuring that we identify any shortfalls, recognize any gaps in services, and as always, prioritize areas of need for internal operations so that our departments can provide high quality municipal services. With the issuance of the IPRB (Installment Purchase Revenue Bonds) we will be able to address many of the identified priority projects and several important internal needs. As the budget is developed, we anticipate identifying any potential efficiencies gained from altered work arrangements and adaptations to the delivery of city services. Department budget requests are still in review and we will present the City Manager's Proposed Budget to City Council in April.

We look forward to continuing budget discussions with you. Please let me know if you have any questions or need additional information.



We Are Columbia

MEETING DATE: March 16, 2021

DEPARTMENT: Community Development

FROM: Gloria Saeed, Director

SUBJECT: Council is asked to approve a Subrecipient Agreement for Community Development Block Grant CARES ACT (CDBG-CV) Housing Relief Fund Program, as requested by the Community Development Department. Award to the Cooperative Ministry in the amount of \$250,000.00. This service provider is located in Columbia, SC.

FUNDING SOURCE & ORIGINAL BUDGET: 03/16/21 1014320 · Community Development

The City has entered into various funding agreements with the United States Department of Housing and Urban Development ("HUD") under the Federal Housing and Community Development Act of 1974. The Coronavirus Aid, Relief and Economic Security Act ("CARES Act") makes available CDBG-CV Coronavirus Response CDBG-CV funds to prevent, prepare for and respond to coronavirus. The Act provides that the City may grant or loan the CDBG-CV fund to nonprofit organizations for certain purposes allowed under the Act.

CDBG-CV Entitlement Dollars - \$250,000.00

ATTACHMENTS:

- CDBG-CV HRF-TCM SUBRECIPIENT AGREEMENT (PDF)

**COMMUNITY DEVELOPMENT BLOCK GRANT CARES ACT (CDBG-CV) HOUSING
RELIEF FUND PROGRAM SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF COLUMBIA AND THE COOPERATIVE MINISTRY**

THIS COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT (Agreement”) by and between the CITY OF COLUMBIA, located in Columbia, South Carolina (“City”) and The Cooperative Ministry (“Subrecipient”), with an address of 3821 W. Beltline Blvd., Columbia, SC 29204.

RECITALS

- A. The City has entered into various funding agreements with the United States Department of Housing and Urban Development (“HUD”), which agreements provide funds (“CDBG Funds”) to the City under the Federal Housing and Community Development Act of 1974 (42 USC Sections 5301 et seq.), as amended from time to time (the “ACT”), and the regulations promulgated thereunder 24 CFR Sections 570 et seq. (“Regulations”). The Coronavirus Aid, Relief and Economic Security Act (Pub. L. 116-136) (“CARES Act”) makes available CDBG-CV Coronavirus Response CDBG-CV funds to prevent, prepare for and respond to coronavirus. The Federal award date of the CDBG-CV Funds provided subject to this Agreement is September 8, 2020. The Federal Award Number for the CDBG-CV Funds provided subject to this Agreement is _____. The Catalog of Federal Domestic Assistance (“CFDA”) for the CDBG-CV Funds provided subject to this Agreement is 14.427.
- B. The Act provide that the City may grant or loan the CDBG-CV fund to nonprofit organizations for certain purposes allowed under the Act.
- C. The Subrecipient proposed to provide various services to low/moderate income person as set forth in **Attachment A** (Scope of Work).

NOW, THEREFORE, the parties hereto agree as follows:

SECTION 1 TERM OF AGREEMENT

1. Unless earlier terminated in accordance with Section 8 of this Agreement, this Agreement shall continue to force and effect until September 30, 2021.

SECTION 2 SUBRECIPIENT OBLIBATIONS

1. Use of CDBG-CV Funds. Subrecipient hereby agrees to use the CDBG-CV funds provided to Subrecipient solely for the project pursuant to all of the terms and condition of this

Agreement. The project is more particularly set forth in **Exhibit A** attached hereto and incorporated herein by reference. The CDBG-CV funds shall be used solely to reimburse the actual expenses incurred by Subrecipient for the project as set forth in the "Budget" attached hereto as **Exhibit B** and incorporated herein by reference. The City may approve minor changes to the budget that do not exceed the maximum amount in Section 3 of this Agreement.

2. Representation and Warranties. Subrecipient hereby represents and warrants to the City as follows:
 - a. Subrecipient has read and is familiar with all of the terms and provisions of the Act and the Regulations applicable to Subrecipient.
 - b. Subrecipient is a non-profit organization permitted to receive CDBG-CV funds under the ACT and the Regulations.
3. Compliance with Law. Subrecipient shall perform the project and operate the facility in accordance with all ordinances, resolutions, statutes, rules, and Regulations of the City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered, including, but not limited to the Act and the Regulations. Subrecipient shall comply with the requirements and standards of the following:
 - a. OMB Circular 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.
 - b. All Federal laws and regulations described in 24 CFR Part 84 and Subpart K of 24 CFR Part 570, including all affirmative action requirements set forth therein, but excluding the City's environmental responsibilities under 24 CFR Section 570.604 and the City's responsibility for initiating the review process under 24 CFR Part 52; and
 - c. If Subrecipient is a religious organization, as defined by the Regulations, all conditions prescribed by HUD for the use of CDBG-CV funds by religious organizations shall pertain.
4. Duplication of Benefits. The Subrecipient shall not carry out any of the activities under this agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 USC 5155) and described in Appropriations Act.
5. Licenses, Permits, Fees and Assessments. Subrecipient shall obtain, at its sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the project and the operation of the facility.
6. Personnel and Participant Conditions.

a. Civil Rights

- i. Compliance. Subrecipient agrees to comply with City and State civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.
- ii. Nondiscrimination. Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status with regard to public assistance. Subrecipient will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
- iii. Land Covenants. This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570, part I. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United State are beneficiaries of and entitled to enforce such covenants. Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.
- iv. Section 504. Subrecipient agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 721) that prohibits discrimination against the handicapped in any federally assisted program.

b. Affirmative Action

- i. EO 11246. Subrecipient, if applicable, will comply with Executive Order 11246, as amended by Executive Order 12086, and the regulations issued pursuant thereto (41 CFR Chapter 60) which provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction Agreements. As specified in Executive Order 11246 and the implementing regulations, contractors, and subcontractors on federal or federally assisted construction contracts shall take affirmative action to insure fair treatment in employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection from training and apprenticeship.
- ii. Women-and Minority-Owned Businesses (W/MBE). Subrecipient will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term “minority and female business enterprise” means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For purposes of this definition, “minority group members” are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. Subrecipient may rely on written representations by Subrecipients regarding their status a minority and female business enterprises in lieu of an independent investigation.
- iii. Access to Records. Subrecipient shall furnish and cause each of its sub-recipients to furnish all information and reports required hereunder and will permit access to its books, records and account by the City, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
- iv. Notifications. Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker’s representative a Subrecipients commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- v. EEO/AA Statement. Subrecipient will, in all solicitation or advertisements for employees placed by or on behalf of Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.
 - vi. Subcontract Provisions. Subrecipient will include the provisions of Paragraphs VIII A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provision will be binding upon each sub-Subrecipient or vendor.
- c. Employment Restrictions
- i. Prohibited Activity. Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.
 - ii. OSHA. Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in building or surroundings or under work conditions which are unsanitary, hazardous or dangerous to the participants' health or safety.
- d. "Section 3" Clause
- i. Compliance. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement and binding upon the City, the Subrecipient and any Sub-Subrecipients. Failure to fulfill these requirements shall subject the City, the Subrecipient and any sub-Subrecipients, their successors and assigns, to those sanctions specified by the agreement through which federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements. The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this agreement: The work to be performed under this Agreement is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirement of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given with the project be

awarded to business concerns which are located in, or owned in substantial part by persons residing in the areas of the project.

- ii. Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with the requirements.
 - iii. Notifications. Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other Agreement or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
 - iv. Subcontracts. Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the sub-Subrecipient is in violation of Regulations issued by the grantor agency. The Subrecipient will not subcontract with any sub-Subrecipient where it has a notice of knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the sub-Subrecipient has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Environmental Requirements. Prohibition on Choice Limiting Activities Prior to Environmental Review "Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and if required, a receipt by the City of Columbia of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part §58. The parties further agree that the provision of any funds to the project is conditioned on the City of Columbia's determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review."
- f. Lead Based Paint. The Subrecipient shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR part 35, subparts A, B, J, K, and R, which apply to activities under this agreement.

- g. Further Responsibilities of Parties. Both parties agree to use reasonable care and diligence to perform their perspective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the obligations of the other.

SECTION 3 DISBURSEMENT OF FUNDS

1. Maximum Amount of CDBG-CV Funds. The maximum amount of CDBG-CV funds to be provided to Subrecipient is \$250,000.00 in the form of a grant. Subrecipient hereby acknowledges that the City receives CDBG-CV funds from HUD. The City's obligation to fund the work hereunder is limited to the availability of CDBG-CV funds from HUD. If the City CDBG-CV funds are not forthcoming from HUD for any reason, the City shall not have any obligation to fund the work through any other source of funds.
2. Maximum Amount of General Funds. Not applicable.
3. Termination of Fund Obligation. The services to be provided under this Agreement may be terminated without cause at any point in time in the sole and exclusive discretion of City. In this event, City shall compensate the Subrecipient for all outstanding costs incurred for work satisfactorily completed as of the date of written notice thereof. Subrecipient shall maintain adequate logs and timesheets in order to verify cost incurred to date.
4. Method of Payment- CDBG-CV Funds. Unless otherwise specified in **Exhibit A**, not more frequently than monthly and at least quarterly, Subrecipient may submit to the Office of Community Development("OCD") Program Compliance Specialist an invoice, in a form and/manner acceptable to the City, setting forth the amounts actually expended by Subrecipient for the project; provided that said expenses are included in the budget (Exhibit B) and performance standards have been met. Said invoice shall, at a minimum, set forth each budget category, and the total amount expended for each budget category to date. Said invoice shall be accompanied with such additional supporting information as requested by the City, including, but not limited to, paid receipts for each expense. To the extent the CDBG-CV funds actually have been received from HUD, the City shall pay Subrecipient for all expenses stated on the invoice that are approved by City pursuant to this Agreement no later than the thirtieth day after invoice received.
5. Method of Payment- General Funds, if applicable. City shall pay Subrecipient an amount not to exceed the total sum noted in Section 3.2 for services to be performed. The City shall make payments for services satisfactorily performed within 30 days after said

services are invoiced. City shall not pay any additional sum for any expense or cost whatsoever incurred by the Subrecipient in rendering services pursuant to this Agreement.

6. Program Income. Any program income, as such term is defined in the regulations, received by Subrecipient shall be retained by Subrecipient and reported to the City on a monthly basis. The uses of program income received by Subrecipient must be approved by the City and shall solely be used for the project or for the purpose of operating the facility. All provision of this Agreement shall apply to activities funded by program income. All program income shall be expended by Subrecipient before the City is obligated to advance any other CDBG-CV funds to Subrecipient under this agreement.
7. Separation of Funds. The Subrecipient shall certify that Subrecipient's financial system is in accordance with the standards specified in OMB Circular 2 CFR Part 200.302; or 24 CFR Part 84.
8. Indirect Costs. The City has elected not to use the 10 percent de minimis indirect cost rate as allowed under the Uniform Guidance. CDBG-CV grant funds will be used for payment of indirect costs pursuant to 2 CFR part 200, subpart E — Cost Principles if the subrecipient has an approved Indirect Cost Rate agreement with a federal agency which may be utilized.

SECTION 4 PERFORMANCE SCHEDULE

1. Schedule of Performance. Subrecipient shall commence, prosecute and complete the project within the time periods established in the "Scope of Work" attached hereto as **Exhibit A** and incorporated herein by this reference.
2. Reversion of Assets. Upon the expiration or sooner termination of this Agreement, Subrecipient shall (i) transfer to the City any and all CDBG-CV funds and program income on hand (ii) any accounts receivable attributable to the use of CDG funds or program income; and (iii) if any CDBG-CV funds or program income was used by Subrecipient to improve or acquire real property and said CDBG-CV funds or program income was in excess of Twenty-Five Thousand Dollars (\$25,000.00), Subrecipient shall either (a) use said real property to meet one of the national objectives specified in 24 CFR Section 570.208 for a period of five (5) years after the termination or sooner expiration of this Agreement or (b) dispose of the real property and reimburse the City in an amount (together with an amounts previously repaid to the City) that is equal to the fair market value of the real property times a fraction, the numerator of which is equal to the amount of CDBG-CV funds and/or other program income used to acquire or improve the property

and denominator of which is equal to the fair market value of the real property immediately after the real property was acquired or improved with said funds.

SECTION 5 COORDINATION OF WORK

1. **Representative of Subrecipient.** The Chief Executive Officer is hereby designated as being the representative of Subrecipient authorized to act in its behalf with respect to this Agreement and make all decisions in connection therewith.
2. **Contract Officer.** Contract Officer shall be the City's Director of Community Development or such person as may be designated by the City Manager. It shall be the Subrecipient's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Subrecipient shall refer any decisions that must be made by the City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.
3. **Prohibition Against Subcontracting or Assignment.** Neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Subrecipient, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Subrecipient or any surety of Subrecipient of any liability hereunder without the express consent of City.
4. **Independent Contractor.** Neither the City nor any of its employees shall have any control over the manner, mode or means by which Subrecipient, its agents or employee, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Subrecipient's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Subrecipient shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with the role. Subrecipient shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Subrecipient in its business or otherwise of a joint venture or a member of any joint enterprise with Subrecipient.

5. Conflict of Interest. The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provision apply to any person who is an employee, agent, Subrecipient, officer, or elected official or appointed official of the City, or of any designated public agencies or subrecipients which are receiving funds under the CDBG-CV Entitlement program.
6. The Subrecipient hereby certifies that:
 - a. No Federal appropriated funds have been paid or will be paid, by on behalf of it, to any person for influencing or attempting to influence an officer or employee of a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or co-operative agreement;
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this Federal contractor grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
 - c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
 - d. Lobbying Certification- Paragraph d. This certification is a material representation of fact upon which reliance was place when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1353, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

SECTION 6 INSURANCE REQUIREMENTS

1. Insurance. Subrecipient shall comply with the bonding and insurance requirements of 24 CFR §200.325 and §200.310.
2. Before beginning any work under this Agreement, Subrecipient, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by Subrecipient and its agents, representatives, employees and subcontractors. Consistent with the following provisions, Subrecipient shall provide proof satisfactory to City of such insurance that meets the requirements of the section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to the City. Subrecipient shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Subrecipients's bid. Subrecipient shall not allow any subcontractor to commence work on any subcontract until Subrecipient has obtained all insurance required herein for the subcontractor(s) and provided evidence that such insurance is in effect to City. VERIFICATION OF THE REQUIRED INSURANCE SHALL BE SUBMITTED AND MADE PART OF THIS AGREEMENT PRIOR TO EXECUTION. Subrecipient shall maintain all required insurance listed herein for the duration of this Agreement.
3. Workers' Compensation. Subrecipient shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Subrecipient. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance not less than (\$1,000,000) per accident. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Subrecipient, its employees, agendas, and subcontractors.
 - a. Submittal Requirements. To comply with Subsection 6.2, Subrecipient shall submit the following:
 - i. Certificate of Liability Insurance in the amounts specified in the section; and
 - ii. Waiver of Subrogation Endorsement as required by the section.
 - iii. Additional Requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

[A] The Insurance shall cover on an occurrence or an accident basis, and not

on a claims-made basis.

[B] City, its officers, officials, employees, and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Subrecipient; or automobiles owned, leased, hired, or borrowed by the Subrecipient.

[C] Subrecipient hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Subrecipients agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.

[D] For any claims related to this Agreement or the work hereunder, the Subrecipient's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Subrecipient's insurance and shall not contribute.

iv. Submittal Requirements. To comply with Subsection 6.3, Subrecipient shall submit the Certificate of Liability Insurance in the amounts specified in the section.

[A] Certificate of Liability Insurance in the amounts specified in the section;

[B] Additional Insured Endorsement as required by the section;

[C] Waiver of Subrogation Endorsement as required by the section; and

[D] Primary Insurance Endorsement as required by the section.

b. Professional Liability Insurance.

i. General Requirements. Subrecipient, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to the Agreement in an amount not less than one million dollars (\$1,000,000) covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed \$150,000 per claim.

- ii. Submittal Requirements. To comply with Subsection 6.3, Subrecipient shall submit the Certificate of Liability Insurance in the amounts specified in the section.
- c. All Policies Requirements.
 - i. Verification of Coverage. Prior to beginning any work under this Agreement, Subrecipient shall furnish City with complete copies of all certificates of insurance delivered to Subrecipient by the insurer, including complete copies of all endorsements attached to the policies. All copies of certificates of insurance and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Subrecipient beginning work, it shall not waive the Subrecipient's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.
 - ii. Deductibles or Self-Insured Retentions. Subrecipient shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City its officers, employees, and volunteers; or the Subrecipient shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.
 - iii. Subcontractors. Subrecipient shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each contractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

SECTION 7 ADMINISTRATION REQUIREMENTS

1. Financial Management.

- a. Accounting Standards. Subrecipient agrees to comply with OMB Circular 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards and agrees to adhere to the accounting principles and procedures

required herein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

- b. **Cost Principles.** Subrecipient shall administer its program in conformance with OMB Circulars OMB Circular 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards as applicable for all costs incurred whether charged on a direct or indirect basis.

2. Documentation and Record-Keeping

- a. **Records to be Maintained.** Subrecipient shall maintain all records required by the Federal regulations specific in 24 CFR 570.506, and that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
 - i. Records providing a full description of each activity undertaken;
 - ii. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG-CV program set forth in 24 CFR 570.208;
 - iii. Records required determining the eligibility of activities;
 - iv. Records required to document the acquisition, improvement, use of disposition of real property acquired or improved with CDBG-CV assistance;
 - v. Records documenting compliance with the fair housing and equal opportunity components of the CDBG-CV program;
 - vi. Financial records as required by 24 CFR Part 570.502, and Part 84; and
 - vii. Other records necessary to document compliance with Subpart K of 24 CFR 570.
 - b. **Retention.** Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of four (4) years after the termination of all activities funded under this agreement, or after the resolution of all Federal audit findings, whichever occurs later. Records for non-expendable property acquired with funds under this Agreement shall be retained for four (4) years after final disposition of such property. Records for any displaced person must be kept for four years after he/she has received final payment.
3. **Client Data.** Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided.

Such information shall be made available to City monitors or their designees for review upon request.

4. **Disclosure.** Subrecipient understands that client information collected under this Agreement is private and the use or disclosures of such information, when not directly connected with the administration of the City of Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited by law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
5. **Property Records.** Subrecipient agrees to maintain real property inventory records that clearly identified properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Parts 570.303(b)(8).
6. **National Objectives.** Subrecipient agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this Agreement meet one or more of the CDBG-CV program's national objectives: (a) benefit low/moderate income persons, (b) aid in the prevention or elimination of slums or blight, (c) meet community development needs having a particular urgency (as defined in 24 CFR Part 570.208).
7. **Performance Monitoring.** The City will monitor the performance of Subrecipient against goals and performance standards required herein. Substandard performance as determined by the City will constitute non-compliance with this agreement. If action to correct such substandard performance is not taken by Subrecipient within a reasonable period of time after being notified by the City, contract suspension or termination procedures will be initiated.
8. **Close-Outs.** Subrecipient obligations to the City shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to: making final payments, disposing of program assets (including but not limited to the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the City), and determining the custodianship of records.
9. **Audits and Inspections.** All Subrecipient records with respect to any matters covered by this agreement shall be made available to the City, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the City or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Subrecipient within 30 days after receipt by Subrecipient. Failure of Subrecipient to

comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning Subrecipient audits.

SECTION 8 ENFORCEMENT OF CONTRACT

1. **Applicable Law.** This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of South Carolina and the United States, as applicable. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Supreme Court of the County of Richland, State of South Carolina, or United States District Court for South Carolina. Subrecipient covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.
2. **Disputes.** In the event of any dispute arising under this Agreement, the injured party shall notify the insuring party in writing of its contentions by submitting a claim therefore. The injured party shall continue performing its obligation hereunder so long as the injuring party commence to cure such default within 10 days of service of such notice and completes the cure of such default within thirty (30) days after service of the notice, or such longer period as may be permitted by the injured party; provided that if default is immediate danger to the health, safety and general welfare, such immediate action may be necessary. Notwithstanding the foregoing, the City may suspend any further payment of CDBG-CV funds until Subrecipient is in compliance with this Agreement. Compliance with the provisions of this Section shall be a condition precedent to termination of this Agreement for cause and to any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured.
3. **Remedies. Upon Default by Subrecipient.** In addition to any other rights or remedies available at law or in equity, if Subrecipient fails to fulfill its obligations under this Agreement, City may, after compliance with provisions of Section 8:
 - a. Temporarily withhold payment of CDBG-CV funds pending correction of the default by Subrecipient;
 - b. Refuse to advance all or any part of the CDBG-CV funds pending correction of the default by Subrecipient;
 - c. Wholly or partially suspend or terminate the award and this Agreement; and;

- d. Withhold further awards for the project and/or the facility; and
 - e. Require Subrecipient to repay any CDBG-CV funds that the City determines were not expended in compliance with the requirements of this Agreement, the Act or the Regulations.
4. Termination for Convenience. This Agreement may be terminated for convenience as provided in 24 CFR Section 85.44.
 5. Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver or any other default concerning the same or any other provision of this Agreement.
 6. Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.
 7. Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to complete specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of the Agreement.
 8. Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney fees shall include attorney's fees on any appeal, and in addition to a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgement.

SECTION 9 CITY OFFICERS AND EMPLOYEES

1. **Non-liability of City Officers and Employees.** No officer or employee of the City shall be personally liable to Subrecipient, or any successor in interest, in the event of any default or breach by the City or for any amount that may become due to Subrecipient or to its successor, or for breach of any obligation of the terms of this Agreement.
2. **Conflict of Interest.** No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his/her financial interest or the financial interest of any corporation, partnership or association in which s/he is, directly or indirectly, interested, in violation of any State statute or regulation. Subrecipient warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.
3. **Indemnify and Hold Harmless.** Subrecipient agrees to indemnify, defend, and hold harmless City and its officers, agents and employees, from any liabilities, claims, suits or actions, losses or expenses, including attorney fees, caused by, arising out of or in connection with, either directly or indirectly, Subrecipient's performance under this Agreement.

SECTION 10 MISCELLANEOUS PROVISIONS

1. **Integration; Amendment.** It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.
2. **Corporate Authority.** The persons executing this Agreement on behalf of the parties hereby warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to provisions of this Agreement, and, (iv) the entering into this Agreement does not violate any provision of any other agreement to which said party is bound.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

Signature Page**City of Columbia with [SUBRECIPIENT NAME]****CDBG-CV HOUSING RELIEF FUND HOUSING RELIEF FUND**

IN WITNESS WHEREOF, the City and Subrecipient have caused this Agreement to be executed in their respective names by their duly authorized representatives and their respective and their respective seals to be hereunder affixed, all as of the date above-written.

DATED: _____, 2021

CITY OF COLUMBIA

By: _____

Name: Teresa B. Wilson

Title: City Manager

DATED: _____, 2021

[SUBRECIPIENT NAME]

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM



Legal Department City of Columbia, SC

3/4/2021

Attachment: CDBG-CV HRF-TCM SUBRECIPIENT AGREEMENT (6540 : Community Development Block Grant Coronavirus (CDBG-CV)

EXHIBIT A—SCOPE OF WORK

Applicants must be able to set up and administer a CDBG-CV compliant program for low-to-moderate income individuals or families of the City of Columbia facing eviction or housing-related hardship due to the Coronavirus (COVID-19) pandemic.

The program must include the following components:

- Application development that incorporates required qualification criteria;
- Application screening and review;
- Assistance/support for individuals to complete the application process;
- General marketing/advertising of the program;
- Participation and facilitation of mediations, discussions, or general conferences between landlords and tenants, mortgage lenders or utility electric/gas representative.
- Data tracking that includes, but is not limited to:
 - Number of applications received
 - Number of applications granted based on program criteria
 - Number of applications denied based on program criteria
 - Actual amount of funds distributed
 - Number of cases that receive an award amount
- Quarterly summaries of data tracked and collected, to be provided to the City.

The Subrecipients proposal has been incorporated into the Scope to Work to further outline how the program will be implemented. Exhibit A-1.

- Methodology
- Timeline

EXHIBIT B—BUDGET

TO BE PROVIDED BY RFQ awardee.



We Are Columbia

MEETING DATE: March 16, 2021

DEPARTMENT: Human Resources

FROM: *Tiniece Javis, Human Resources Director*

SUBJECT: Council is asked to approve an Agreement for Employee Loan Program Services, as requested by the Human Resources Department. Award to Upward Wealth, Inc. doing business as Bright Up. This firm is located in Weston, MA.

FUNDING SOURCE & ORIGINAL BUDGET: There are no costs associated with this agreement.

ATTACHMENTS:

- APPROVED BrightUp - Partner Agreement for City of Columbia(PDF)

BRIGHTUP SERVICES ORDER

This Services Order (the “**Order**”) effective as of the date below (“**Effective Date**”), is entered into by and between Upward Wealth Inc. d/b/a BrightUp, a Delaware corporation with an address at 130 Summer Street, Weston, MA 02493 (“**BrightUp**”) and the entity named below (the “**City**”) (each, a “**Party**” and collectively, the “**Parties**”), and is subject to the BrightUp Terms and Conditions for Inaugural Client (the “**Terms**” and, together with this Order, the “**Agreement.**”)

Effective Date	
City Information	Address: Phone: Email: Contact:
Initial Term	July 1, 2021 through December 31, 2023
Services Ordered	[] Inaugural Client Launch [] Other
Included Support	1. Email support - seven days a week, with responses provided within 24 hours of receipt. a. hello@getbrightup.com for City employees b. amaka@getbrightup.com for City Oversight Coordinator(s) 2. An online knowledge base located at www.getbrightup.com
Additional Terms	
ROLLOUT PLAN	
Program Launch Date	
Employee Enrollment Strategy	
Employee Communication Strategy	
Recruitment & Onboarding Strategy	

Any capitalized terms used but not defined in this Order have the meanings set forth in the Terms.

This Agreement is executed by duly authorized representatives of the Parties as of the Effective Date.

Upward Wealth Inc. d/b/a BrightUp

By: _____

Name: _____

Title: _____

Date: _____

City of Columbia, S.C.

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM



Legal Department City of Columbia, SC

3/8/2021

BRIGHTUP TERMS AND CONDITIONS FOR INAUGURAL CLIENT

Effective Date: As entered on the Order.

THESE TERMS AND CONDITIONS (THE “**TERMS**”) GOVERN THE USE OF AND ACCESS TO THE SOFTWARE-AS-A-SERVICE FINANCIAL WELLNESS SERVICE (THE “**SERVICE**”) LOCATED AT WWW.GETBRIGHTUP.COM AND MADE AVAILABLE BY UPWARD WEALTH, INC. D/B/A BRIGHTUP (“**BRIGHTUP**”). BY EXECUTING AN ORDER REFERENCING THESE TERMS, YOU (“**CITY**”) AGREE TO BE BOUND BY THESE TERMS AND THE ORDER (COLLECTIVELY, THE “**AGREEMENT**”).

1. LICENSE

(a) **Grant.** Subject to the terms and conditions of the Agreement, BrightUp grants City a non-exclusive, non-transferable, non-sublicensable (except as set forth herein), limited license during the Term (the “**License**”), to access and use the Service for the sole purpose of providing City’s employees access to the BrightUp financial wellness platform, including access to low-coast loans for City employees with tenure greater than one year (the “**Program**”). Each employee who elects to use the Service to access the Program is a “**User**.” The Service includes (i) any application program interfaces (“**APIs**”) provided by BrightUp for City and / or Users to access the Service, if applicable, and (ii) any modifications, improvements, bug fixes, or other new versions of the Service made available to all licensees of the Service at no additional cost (each, an “**Update**”). Updates are applied to the Service automatically. The License includes the right to make, distribute and use a reasonable number of copies of any written or online (x) descriptions of the functionality, technical requirements, or use of the Service (collectively, “**Documentation**”), and (y) marketing materials provided by BrightUp (“**Materials**”), in each case for City’s internal business purposes, including promoting the Service to Users.

(b) **Restrictions.** The Service is licensed only for City’s internal use only in connection with making the Program available to Users. Except as explicitly permitted in the Agreement, City will not, directly or indirectly: (i) modify or create derivative works of the Service; (ii) decompile, reverse engineer, or otherwise translate any portion of the Service into human-readable form (except to the extent that this subsection (ii) is limited by applicable law); (iii) rent, lease, share, distribute, sell or otherwise make the Service available to any third party, including on a time sharing, service bureau, or similar basis; (iv) remove, alter or deface proprietary notices, labels or marks in the Service, Documentation, or Materials; (v) disclose the results of testing or benchmarking of the Service; (vi) circumvent or disable the Service’s copyright protection or license management mechanisms; (vii) use the Service in violation of any applicable law or regulation or to violate the rights of any third party; or (viii) attempt to do any of the foregoing.

(c) **Additional Features.** BrightUp may make new features or modules for the Service available for an additional fee during the Term (each such offering, an “**Add-On**”). Add-Ons are not required for the proper functioning of the Service, and will be made available to City when made available to other BrightUp customers.

2. USE OF THE SERVICE

(a) City Responsibilities.

(i) City will promote the availability of the Service to employees as set forth in the “Rollout Plan” in the Order, and by, at a minimum, featuring BrightUp no less prominently than benefits offered by City in all information provided to employees and prospects about City benefits.

(ii) City will designate at least one individual at each department responsible for oversight of the Service for City, and will have access to all related functions of the Service (each, an

“Oversight Coordinator”). Each Oversight Coordinator will participate in a training call/webinar about BrightUp in connection with implementation of the Service.

(iii) For each eligible City employee as of the Effective Date, City will provide all information reasonably requested by BrightUp to establish User profiles. City will permit eligible employees to continue to enroll in the Program on an ad hoc basis after the Effective Date by completing an “Enrollment Form” and agrees to forward any Enrollment Form that it receives from an employee to BrightUp within a reasonable amount of time following enrollment so that BrightUp may establish that employee’s User profile.

(iv) If City makes Users’ wage, payroll, or other information available to BrightUp through an API to the Service (a **“City API”**), City will secure any rights necessary for BrightUp to access and use the City API at no cost to BrightUp.

(v) City will provide BrightUp with current, accurate information about Users’ tenure and earnings, including the amount of earnings projected to be paid to Users in their last paycheck, including any projected payments to cover accrued vacation and sick leave, at the times and in the manner agreed by the Parties.

(vi) Users may voluntarily authorize automatic wage deductions for purposes of making installment payments on loans obtained through the Program. City is responsible for implementing policies and procedures to facilitate Users’ wage deductions to repay a loan obtained through the Program using such voluntary wage deductions. City is responsible for (A) obtaining and processing Users’ revocable wage deduction authorizations, (B) providing Users with notice of the amounts that will be deducted from their pay each pay period as loan payments in compliance with applicable South Carolina law, and (C) stopping a wage deduction if a User revokes his or her authorization.

(vii) In the event that a User revokes his or her wage deduction authorization, City will inform BrightUp of that revocation in the manner and timing agreed by the Parties.

(viii) City will make all payroll payments (including off-cycle and termination payments) for Users in accordance with City’s regular payroll timeline (but in no event less frequently than monthly).

(ix) City will notify BrightUp upon learning that any User’s employment has or will be terminated in the time and in the manner agreed by the Parties. The notice will include the date of the User’s last day of employment and their final paycheck amount.

(x) City will use commercially reasonable efforts to prevent unauthorized access to or use of the Service by non-eligible employees, and will immediately notify BrightUp of any such unauthorized access or use of which City becomes aware.

(xi) In addition to the restrictions set forth in Section 2(b), City will not (A) interfere with or disrupt the integrity or performance of the Service, (B) attempt to gain unauthorized access to the Service or its related systems or networks, (C) interfere with or disrupt the Service, or attempt to probe, scan, or test for vulnerabilities in the Service, or (D) use the Service in a way that imposes, or may impose, in BrightUp’s reasonable discretion, an unreasonable or disproportionately large load on the Service.

(xii) City consents to the processing and storage of City Data (as defined below) on hardware owned or controlled by third parties (e.g., Amazon Web Services).

(xiii) City is responsible for providing Users’ gross earnings data in accordance with BrightUp’s practices communicated to City.

(xiv) As may be requested by BrightUp from time to time, City is responsible for updating Users’ tenure and earnings data in the timing and manner agreed by the Parties.

(b) BrightUp Responsibilities.

(i) BrightUp will provide the Service and the Program to eligible employees in accordance with all applicable laws and government regulations. BrightUp will limit access to the loan Program to City employees who have tenure greater than one year and to loan amounts no greater than the individual employee's net earnings for one week.

(ii) BrightUp will use commercially reasonable efforts to make the Service available at all times, except for planned downtime and any unavailability caused by Force Majeure Events (as defined below).

(iii) BrightUp will provide City with support for Oversight Coordinators and Users as set forth in the Order.

(iv) BrightUp will conduct a single training call / webinar for Oversight Coordinators as part of implementation of the Service.

(v) BrightUp will maintain appropriate administrative, technical and physical safeguards to protect the security, confidentiality and integrity of the Service and any City Data stored on, or accessible via, the Service.

(vi) BrightUp will, either through the Service or otherwise, provide City with information regarding Users who have enrolled in the Program and the status of User accounts (including when any User account is terminated).

(vii) BrightUp may suspend access to the Service for any User if (A) City fails to make payroll payments for such User pursuant to Section 2(a)(viii), (B) BrightUp or City receives notice that the User's employment has or will be terminated pursuant to Section 2(a)(ix), or (C) in the sole judgement of BrightUp, said User presents a credit risk outside BrightUp's accepted range.

3. OWNERSHIP

(a) **Service. Materials and Documentation.** Except for the limited rights granted in Section 1(a), BrightUp retains all right, title and interest, including all intellectual property rights, in and to the Service, Documentation, and Materials. BRIGHTUP EXPRESSLY RESERVES ALL RIGHTS IN AND TO THE SERVICE, DOCUMENTATION AND MATERIALS NOT EXPRESSLY GRANTED HEREUNDER.

(b) **City Data.** City grants BrightUp a non-exclusive, non-transferable (except as set forth herein), worldwide, royalty-free license during the Term to use any information made available through the Service or otherwise provided to BrightUp in connection with this Agreement by City, City personnel, or any third parties acting on City's behalf (collectively, "**City Data**") for the purpose of providing the Service. For avoidance of doubt, the term "City Data" does not include Users' information, except to the extent that such information is provided by Users in their capacity as authorized City personnel. City represents and warrants that: (i) it owns or has the right to make City Data available to BrightUp, (ii) the posting and use of City Data on or through the Service will not (A) violate the intellectual property, privacy, publicity, or other rights of any person or (B) breach any contract between City and a third party; (iii) the City Data is accurate, and (iv) to the extent City Data includes information that, alone or in combination with other information, can be used to identify an individual person ("**Personal Data**"), City does and will comply with all applicable laws and regulations involving the use, protection, and maintenance of such Personal Data, and will have obtained all consents required to make such Personal Data available to BrightUp.

(c) **Usage Information.** BrightUp owns all data (i) regarding installation, registration, and use of the Service; and (ii) related to performance of the Service, including response times, load averages, usage statistics and activity logs (collectively, "**Performance Data**"). Performance Data does not include any Personal Data or City-specific output resulting from the use of the Service ("**City Output**"), but may include

aggregated or anonymized information derived from City Output. Performance Data may be used to contribute to analytical models used by BrightUp, to monitor and improve the Service, and to develop additional services and offerings.

(d) **Open Source Software.** Certain elements of the Service may be subject to “open source” or “free software licenses” (“OSS”) owned by third parties. OSS is not licensed under Section 1. Instead, each item of OSS is licensed under the terms of the end-user license that accompanies such OSS. Nothing in this Agreement limits City’s right under, or grants City rights that supersede, the terms and conditions of the applicable OSS end-user license. If required by any license for particular OSS, BrightUp will make such OSS available by written request to the address set forth in the Order.

(e) **Feedback.** City hereby grants BrightUp a worldwide, perpetual, irrevocable, royalty-free right and license to use any ideas, suggestions, comments, recommendations, enhancement requests or other input provided by City, its employees or agents, or Users about the Service to BrightUp in any form in any way whatsoever.

4. TAXES. City will be responsible for payment of all sales, use, property, value-added, payroll withholding, or other federal, state or local taxes arising from or related to the Service, except for taxes based solely on BrightUp’s net income. If BrightUp is required to pay any such taxes based on the licenses granted in this Agreement or on City’s use of the Service, then such taxes will be billed to and paid by City.

5. CONFIDENTIAL INFORMATION

(a) **Definition.** “**Confidential Information**” means all information disclosed by a Party (“**Disclosing Party**”) to the other Party (“**Receiving Party**”) in connection with this Agreement, whether orally or in writing, that is designated as confidential or the equivalent or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. However, Confidential Information does not include information that (i) is or becomes generally known to the public without Receiving Party’s breach, (ii) was known to the Receiving Party prior to its disclosure, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party. The occurrence of a situation described in subsections (i) through (iv) will not reduce or limit the Receiving Party’s obligation to protect Personal Data in compliance with all applicable laws and regulations.

(b) **Protection.** The Receiving Party will protect the Disclosing Party’s Confidential Information with the same degree of care that it uses to protect its own information of like kind (but in no event with less than reasonable care). The Receiving Party will only use Confidential Information as required to fulfil its obligations under this Agreement, and (ii) unless authorized by the Disclosing Party in writing, limit access to Confidential Information to those of its and its affiliates’ employees, contractors and agents who need such access in connection with this Agreement and who are bound to confidentiality obligations no less stringent than those in this Section 5. The terms of this Agreement are Confidential Information of the Parties; its existence is not.

(c) **Compelled Disclosure.** The Receiving Party may disclose the Disclosing Party’s Confidential Information if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party’s cost, if the Disclosing Party wishes to contest or limit the scope of the disclosure.

6. TERM AND TERMINATION

(a) **Term.** This Agreement will become effective on the Effective Date and will continue through the “**Initial Term**” indicated on the Order (or one (1) year if no Initial Term is defined). Thereafter, the

Agreement will automatically renew for successive one (1) year periods (each, a “**Renewal Term**,” and, all such Renewal Terms with the Initial Term, the “**Term**”), unless either Party notifies the other in writing of its intent not to renew at least thirty (30) days prior to the expiration of the then-current Term, or the Agreement is terminated pursuant to Section 6(b).

(b) **Termination for Material Breach.** If either Party fails to comply with any material provision of the Agreement, the other Party may terminate the Agreement upon thirty (30) days’ written notice unless the breach is cured within such time. In addition, BrightUp may terminate this Agreement without opportunity for City to cure if City fails to timely fund any two (2) payroll payments in a rolling, twelve (12) month period.

(c) **Termination for Insolvency and Related Events.** This Agreement may be terminated immediately by either Party upon written notice to the other Party (i) upon the institution by the other Party of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of such other Party’s debts (or when such proceedings are instituted by a third party and not dismissed within twenty (20) days), (ii) upon the other Party’s making an assignment for the benefit of creditors, or (iii) upon the other Party’s dissolution or ceasing to do business.

(d) **Effects of Termination.** Upon the expiration or termination of the Agreement, (i) all rights and licenses granted by each Party hereunder will terminate; (ii) City will immediately discontinue all use of the Service and remove or destroy any copies of the Documentation and Materials in its possession; (iii) BrightUp will retain all City Data for applicable audit and compliance retention periods, subject to the terms of Section 5; (iv) each Party will return (or destroy, at the Disclosing Party’s option) all other Confidential Information of the other Party in its possession; and (v) Sections 2(a)(vi-ix), 3, 5, 6(d), 7 - 10, as well as any other section that by its context is intended to survive the expiration or termination of the Agreement, will survive in accordance with their terms.

7. WARRANTIES AND DISCLAIMER

(a) **Mutual Representations and Warranties.** Each Party represents and warrants that it has the right to enter into and perform its obligations under this Agreement, and that such performance does not and will not conflict with any other agreement of such Party or any judgment, order, or decree by which it is bound. Each Party will comply with all laws applicable to its performance under this Agreement, including those relating to privacy and the protection of Personal Data and credit information.

(b) **Disclaimer.** EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 8(a), NEITHER PARTY MAKES, AND EACH PARTY EXPRESSLY DISCLAIMS, ANY REPRESENTATION OR WARRANTY IN CONNECTION WITH THIS AGREEMENT, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, BRIGHTUP MAKES THE SERVICE AVAILABLE ON AN “AS IS” BASIS.

8. INDEMNIFICATION.

(a) Indemnification By BrightUp.

(i) BrightUp will indemnify and hold harmless (including payment of reasonable attorneys’ fees and court costs) City and its officers, directors and employees against any third-party claim alleging that the Service infringes the intellectual property rights of such third party, except to the extent the alleged infringement arises out of (A) City’s use of the Service in violation of the Agreement, or (B) City Data.

(ii) If the Service or any element thereof is (or in BrightUp’s view is likely to be) found to infringe any third-party intellectual property rights, BrightUp, in its sole discretion and at its cost and

expense, will either (A) procure the right for City to continue to use the Service; or (B) modify the Service to be non-infringing without materially diminishing its functionality. If neither (A) nor (B) is commercially reasonable, BrightUp may terminate the Agreement by giving City at least thirty (30) days' prior written notice and, as City's sole and exclusive remedy therefor, refund City any prepaid Fees attributable to the terminated portion of the Agreement.

(iii) The remedies in this Section 8(a) are City's sole remedy, and BrightUp's entire liability, with respect to any third party infringement claim.

(b) **Procedures.** The obligations in this Section 8 are contingent on the indemnified Party (i) promptly notifying the responsible Party of any indemnifiable claim; (ii) granting the responsible Party sole control over the defense and/or settlement of the claim (provided that a settlement may not impose costs or liability on the indemnified Party without its consent); and (iii) providing reasonable assistance to the Responsible Party at the Responsible Party's expense.

9. LIABILITY

(a) **BRIGHTUP'S LIABILITY.** EXCEPT FOR ITS GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR INDEMNIFICATION OBLIGATIONS UNDER SECTION 8, IN NO EVENT WILL BRIGHTUP BE LIABLE TO CITY FOR (A) LOST PROFITS, LOSS OF DATA OR ANY OTHER CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ASSERTED, ARISING OUT OF THIS AGREEMENT, EVEN IF CITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (B) DAMAGES EXCEEDING, IN THE AGGREGATE, THE TOTAL AMOUNT PAID TO BRIGHTUP UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE DATE ON WHICH THE CLAIM AROSE. THIS LIMITATION IS CUMULATIVE AND THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIABILITY LIMITATION.

(b) **City's Liability.** City agrees to pay BrightUp for any claim, loss, liability or expense, including reasonable attorney's fees and costs (collectively a "Loss") incurred by BrightUp which arises out of or relates to City's failure to perform its responsibilities under Section 2(a) or other breach of this Agreement, where a final determination of liability on the part of City is established by a court of law with competent jurisdiction over City, or by way of settlement agreed to by City. BrightUp will promptly notify City of any claim made to it by a third party and City will have the right, but not the obligation, at its expense and using counsel of its own choosing, to promptly defend, contest and otherwise protect itself against such a claim. If City fails to defend the claim, BrightUp may, but is not obligated to defend the claim and may proceed in good faith to make any compromise or settlement thereby which is reasonable under the circumstance in its own judgment and recover the entire Loss from City. City will have no obligation under this provision to BrightUp, or any of its directors, officers, employees, agents or affiliates to the extent that such Loss arises from BrightUp's or its agents' or contractors, failure to perform its responsibilities under Section 2(b) or other breach of this Agreement. City acknowledges that the foregoing is an essential element of this Agreement.

10. MISCELLANEOUS

(a) **Governing Law; Attorneys' Fees.** This Agreement, including its formation, will be governed by the laws of the State of South Carolina, without giving effect to conflicts of laws principles that would require a different result. Any claim, action or judicial proceeding brought hereunder will be brought in the federal or state courts in Richland County, South Carolina, and the prevailing Party will be entitled to recover reasonable attorneys' fees and expenses incurred in resolving such claim, action or judicial proceeding.

(b) **Remedies; Injunctive Relief.** All rights and remedies of the Parties under this Agreement are cumulative and the exercise of one remedy will not exclude election of other remedies. A Party's

breach or threatened breach of any of Sections 1(b), 2(a)(viii), 3, or 5 of this Agreement may cause irreparable injury that may not be compensated by monetary damages. Accordingly, notwithstanding Section 10(a) and in addition to any other remedies available to it, a Party may seek injunctive or other equitable relief in any court of competent jurisdiction for such breach or threatened breach.

(c) **Notices.** Any notice, consent, or other communication intended to have legal effect hereunder will be in writing, and will be given personally or sent via overnight delivery requiring signature upon receipt to the relevant Party at the address for such Party indicated on the Order (or such other address as provided by that Party). Notices will be deemed given when delivered or refused. Operational communications, such as changing a Party's notice address, may be given via email.

(d) **Attribution.** BrightUp may indicate that City is a customer on BrightUp's website and standard marketing materials. Any such attribution will be consistent with City's style guidelines or requirements as communicated to BrightUp. The Parties may agree to additional marketing efforts (e.g., case studies, events) in writing.

(e) **Relationship of the Parties.** The Parties are independent contractors and nothing in this Agreement will be construed as creating a partnership or joint venture of any kind between the parties. Neither Party will have the authority or power to bind the other Party or represent that it has such right.

(f) **Assignment.** Neither Party may assign this Agreement, in whole or in part, without the other Party's written consent, except in connection with any merger, consolidation, sale of all or substantially all of such Party's assets, or otherwise by operation of law. Any attempt to assign this Agreement except as set forth in this provision will be null and void.

(g) **Waiver; Amendment.** This Agreement may not be modified except by a written instrument signed by both Parties. A Party's failure to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.

(h) **Force Majeure.** Nonperformance of either Party will be excused to the extent that performance is rendered impossible by events beyond its reasonable control, provided that the affected Party takes commercially reasonable steps to mitigate the effect of such event.

(i) **Miscellaneous.** Titles and headings used in this Agreement are intended solely for convenience of reference and do not affect its meaning. If any provision of this Agreement will be held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement will be unaffected. Except as expressly set forth herein, nothing in this Agreement grants any rights to any entity other than the parties to this Agreement. As used herein, "including" and its derivatives means "including, without limitation," and "may" means "has the right, but not the obligation to."

(j) **Entire Agreement.** This Agreement is the entire agreement between the Parties with respect to the Service and supersedes any prior agreements, proposals and understandings about the same subject. BrightUp may change these Terms at any time, and will notify City of any changes by email, through the Service, and by posting the updated Terms on this page. The modified Terms will take effect for each Order then in effect when the then-current Term renews pursuant to Section 6(a). City's use of the Service following such date will be deemed acceptance of the revised Terms.



We Are Columbia

MEETING DATE: March 16, 2021

DEPARTMENT: Procurement and Contracts

FROM: Sandra Middleton, Purchasing Agent

SUBJECT: Council is asked to approve the Purchase of EvidenceOnQ System Upgrade, Maintenance, Support, and Training, as requested by the Columbia Police Department. Award to Integrated Software Solutions in the amount of \$58,487.99. This vendor is located in Tukwila, WA.

REQUISITION NO.: R209040

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Police Administrative Services - Software License (1012402-627510). The original budget amount is \$60,000.00.

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

We respectfully request Council's approval for this purchase from Vendor, Integrated Software Solutions, at the following cost.

EvidenceOnQ System Upgrade	
Base Price	\$54,155.55
SC State Taxes	\$ 4,332.44
PO Total	\$58,487.99

Sec. 2-204.-Item (7) - Competitive sealed bidding required; exceptions. All city contracts shall be awarded by competitive sealed bidding except the following as determined pursuant to definitions and standards set by regulations, or except as otherwise provided in this article: Procurement of information technology.

ATTACHMENTS:

- FileOnQ Agreement (PDF)
- Exhibit A Deliverables & Cost Proposal (PDF)

Matter #
20007395**MASTER AGREEMENT FOR:**

FileOnQ Software Solution Including; Software, Professional Services, Peripheral Equipment, Training, Maintenance and Technical Support

THIS AGREEMENT made and entered into this 2nd day of February, 2021 by and between the City of Columbia, hereinafter referred to as "CLIENT" and FileOnQ, Inc., hereinafter referred to as "FILEONQ."

WITNESSETH:

WHEREAS, CLIENT desires to contract with FILEONQ and FILEONQ hereby agrees to provide the computer software Solution and perform the professional services as set forth in this Agreement for the EvidenceOnQ system, hereinafter referred to as "PROJECT".

The deliverables and cost proposal dated February 3rd, 2021, the Maintenance, Training and Support Agreement, and the Software License Agreement are an integral part of this Agreement and are attached hereto as Exhibits A through C.

This Agreement and its Exhibits A through C set forth the entire understanding of the parties with respect to the subject matter herein. There are no other agreements, express or implied, oral or written, except as set forth herein. In the event of inconsistencies or conflicts in the terms and conditions of any portions of the entire agreement, the order of priority shall be: (1) this Master Agreement, (2) Exhibit A, the Deliverables & Cost Proposal, (3) Exhibit B, the Maintenance, Training and Support Services Agreement, and (4) Exhibit C, the Software License Agreement.

WHEREAS, FILEONQ is willing and qualified to provide said services;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreement herein set forth, the parties do hereby agree as follows:

I. DUTIES OF FILEONQ

FILEONQ shall provide the software, hardware, and services specified in Exhibit A.

II. DUTIES OF CLIENT

The CLIENT shall assign a representative to represent the CLIENT in all matters pertaining to the services rendered pursuant to this Agreement and shall administer said Agreement on behalf of the CLIENT. This person shall hereinafter be referred to as the "CLIENT Representative".

The CLIENT shall:

A. Provide FILEONQ, or cause to be provided with, the following documents, services and site information, relative to the specific project at no charge to FILEONQ:

1. A Server computer with Microsoft SQL Server Database Software.
2. Access to CLIENT's facilities, related software and hardware at times and on days to be approved by CLIENT.
3. CLIENT personnel, space and time for system training, installation and implementation performed by FILEONQ.

4. A CLIENT Representative with authority to approve various implementation plans.
5. A reasonable work area for the Project Manager and support staff with access to computers, printers, telephone, and facsimile machine.

III. COMPENSATION OF FILEONQ

1. Basis of Compensation:

For and in consideration of the hardware, software, and services to be provided FILEONQ hereunder, CLIENT agrees to pay FILEONQ, and FILEONQ agrees to accept from CLIENT as full payment for said services the following maximum, not to exceed, amount(s):

For the software, hardware, and services described in Exhibit A, compensation shall be a maximum fee not to exceed **\$54,155.55** excluding sales tax.

Billing shall be made as follows:

50% due upon contract execution.

50% due upon completed installation and deployment of software and hardware.

Training shall be a part of the ongoing Annual Maintenance, Training and Support Services Agreement.

B. Method of Compensation:

The CLIENT shall promptly review invoicing and notify FILEONQ of any objection thereto in writing within fifteen (15) business days of receipt of the invoice, and absent such objection, the invoice shall be deemed proper and acceptable.

C. Extra Work and Change Order Fee

Extra work performed by FILEONQ for any work required by the CLIENT which is not specified in Exhibit A, shall be evidenced by a change order signed by both the CLIENT and FileOnQ.

D. Schedule of Payments

In the event PROJECT is terminated, CTIY shall pay to FILEONQ full compensation for work performed to date of written notification to cease work on the PROJECT.

IV. TIME OF COMPLETION

FILEONQ and CLIENT shall each devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of FILEONQ's and CLIENT's obligations pursuant to this Agreement. FILEONQ shall complete all of the work in accordance with the performance schedule outlined below. The performance schedule may be modified only by the mutually written consent of the CLIENT Representative and FILEONQ's Project Manager.

Within 60 Days of Contract Execution, FILEONQ shall provide all software, hardware and services specified in Exhibit A.

FILEONQ shall not be responsible for damages or be deemed to be in default by reason of strikes, lockouts, accidents, or acts of God, or failure of the CLIENT to furnish timely information or to approve or disapprove FILEONQ's work promptly, or delay or faulty performance by the CLIENT, or other causes beyond FILEONQ's reasonable control.

V. PROJECT MANAGER

FILEONQ agrees to provide the services of Zaki E. Horany, as Project Manager for all phases of this Agreement. Substitution of this or any other individuals assigned to the PROJECT during the term of this Agreement shall not be made without prior written approval by the CLIENT, which shall not be unreasonably withheld. The CLIENT reserves the right to review specific qualifications for other personnel proposed to be substituted under this section.

In the event CLIENT, at any time during the term of this Agreement, desires the removal of any person or persons assigned by FILEONQ to perform services pursuant to this Agreement, FILEONQ shall make arrangements for the removal of such person or persons immediately upon receiving written notice from the CLIENT of the desire of the CLIENT for removal of such person or persons.

VI. ACCEPTANCE TESTING

A. Acceptance

Acceptance of installation shall be upon the occurrence of all the following:

1. FILEONQ's delivery to CLIENT of all software described in Exhibit A.
2. Configure and install then current version of PROJECT software.
3. CLIENT's determination that the software and hardware perform in the same manner and with the same functions as the software and hardware previously demonstrated. Generate a sampling of standard reports.
4. Demonstrate successful operation of PROJECT.
5. A final testing of the system including a functional test demonstrating that each and every part of the system functions as specified.
6. During acceptance testing, CLIENT shall make a written record of any problems encountered, with appropriate supporting descriptions to facilitate diagnosis and correction.
7. Upon acceptance of PROJECT completion by the CLIENT Representative, a written notification of final acceptance shall be sent to FILEONQ.

VII. PROJECT CHANGES OR REVISIONS

No project changes or revisions and no additional payment therefore shall be made except pursuant to the provisions of this Agreement. No extra compensation shall be paid FILEONQ for revisions required by reason of omissions or error by FILEONQ in preparation of their original cost proposal.

The CLIENT may, from time to time, request changes or extensions to the Scope of Work of the Agreement to be performed hereunder. Such changes, including any increases or decreases in the amount of FILEONQ's compensation, must be mutually agreed upon in writing by and between the CLIENT and FILEONQ and shall be incorporated to this Agreement as an Amendment.

VIII. ADDITIONAL SERVICES OUTSIDE SCOPE OF WORK

The CLIENT may order additional services pursuant to this Agreement by submitting for FILEONQ's acceptance a specified Scope of Work. Additional services that FILEONQ could provide, or cause to be provided, include software design work related to the PROJECT but not included in the scope of work set forth in Section I, or software design work caused by design changes unrelated to the scope of work.

Upon FILEONQ's and CLIENT's acceptance of the Scope of Work each shall form an Addendum Amendment to this Agreement and be subject to the terms and conditions hereof.

IX. INSURANCE

- A. WORKERS' COMPENSATION. During the term of this Agreement, FILEONQ shall fully comply with the terms of the law of the State of South Carolina concerning workers' compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability FILEONQ may have for workers' compensation. Said policy shall also include employer's liability coverage no less than \$1,000,000 per accident for bodily injury or disease.
- B. GENERAL LIABILITY INSURANCE. FILEONQ shall obtain at its sole cost and keep in full force and effect during the term of this agreement commercial general liability insurance in the amount of \$ 1,000,000 per occurrence for bodily injury, personal injury, and property damage. Said insurance shall provide (1) that the CLIENT, its officers, agents, employees and volunteers shall be named as additional insureds under the policy.
- C. CERTIFICATES OF INSURANCE. No cancellation, major change in coverage, expiration, or nonrenewal will be made during the term of this agreement, without thirty (30) days written notice to the Director of Finance prior to the effective date of such cancellation or change in coverage.

X. HOLD HARMLESS

INDEMNIFY AND HOLD HARMLESS. FILEONQ shall indemnify, defend, and hold harmless the CLIENT, its officers, agents, employees and volunteers from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by FILEONQ or any person directly or indirectly employed by or acting as agent for FILEONQ in the performance of this Agreement.

XI. PATENT INFRINGEMENT

FILEONQ shall indemnify and defend the CLIENT in any actions against the CLIENT to the extent that they are based on a claim of infringement for the use of Software related to this Agreement, provided that FILEONQ is immediately notified in writing of such claim. FILEONQ shall have the right to control the defense of all such claims, lawsuits and other proceedings. CLIENT shall use its best efforts to aid FILEONQ in conducting any such defense. In no event shall the CLIENT settle any such claim, lawsuit or proceeding without FILEONQ's prior written approval.

In case of a judgment adverse to the CLIENT or FILEONQ, FILEONQ shall make reasonable efforts to purchase the right to continued use of any infringing software on the CLIENT's behalf, or to modify the Software to make it non-infringing.

XII. STANDARD OF PERFORMANCE

FILEONQ shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which FILEONQ is engaged. All products of whatsoever nature shall be prepared in a substantial, first class, and workmanlike manner, and conform to the standards of quality normally observed by a person practicing in FILEONQ's profession. Judgment as to whether specifications have been met on software modifications and software maintenance services performed by FILEONQ shall be by mutual agreement except where otherwise assigned by the contract. In the event an agreement cannot be reached, the dispute shall be resolved in accordance with Section XXIII.

XIII. ASSIGNABILITY

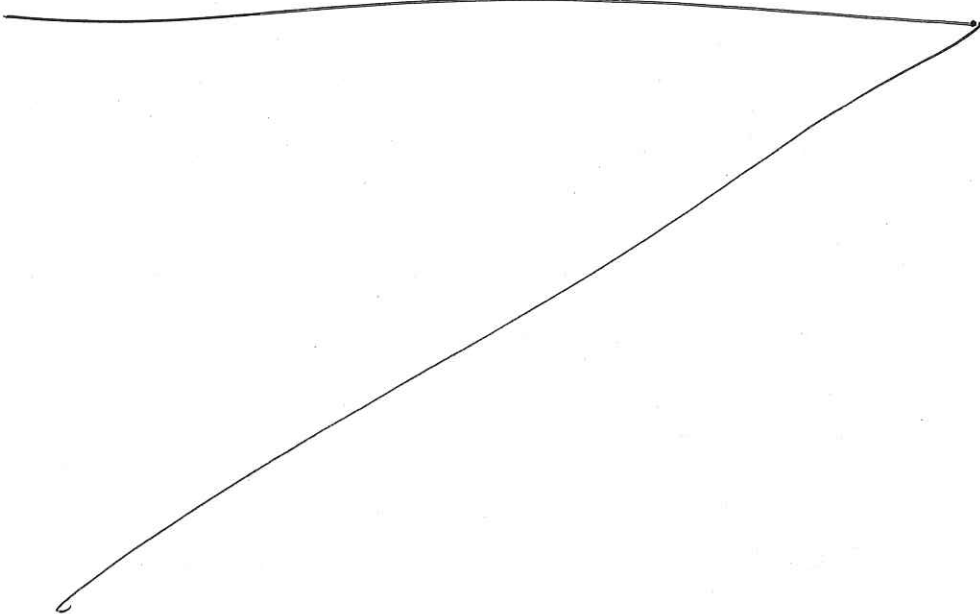
No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

FILEONQ agrees to notify the CLIENT of any change in ownership of FILEONQ within thirty (30) days of such change. Any successor in interest to FILEONQ shall be bound by the terms and conditions of this Agreement.

XIV. SUBCONTRACTING

None of the services covered by this Agreement shall be subcontracted without the prior consent of the CLIENT.

Remainder of Page
is Blank



XV. NOTICES

All communications to either party by the other shall be deemed given when made in writing and delivered or mailed to such party at its respective address as follows:

CLIENT: _____

Attn: _____

Title: _____

Address: _____

FILEONQ, Inc.
Steve M. Englund
President
832 Industry Drive
Tukwila, WA 98188

Either party may change its address for purposes of receipt of notice by giving ten (10) business days' prior written notice to the other in the manner prescribed above.

XVI. FINANCIAL INTERESTS OF CLIENT AND FILEONQ

No employee of the CLIENT shall have any direct financial interest in this Agreement. This agreement shall be voidable at the option of the CLIENT if this provision is violated.

XVII. INDEPENDENT CONTRACTOR

At all times during the term of this Agreement, FILEONQ shall be an independent contractor and shall not be an employee of the CLIENT. CLIENT shall have the right to control FILEONQ only insofar as the results of FILEONQ's services rendered pursuant to this Agreement; however, the CLIENT shall not have the right to control the means by which FILEONQ accomplishes services rendered pursuant to this Agreement.

XVIII. CONSULTANT - NO AGENT

Except as CLIENT may specify in writing, FILEONQ shall have no authority, express or implied, to act on behalf of the CLIENT in any capacity whatsoever as an agent. FILEONQ shall have no authority, express or implied, pursuant to this Agreement to bind CLIENT to any obligation whatsoever.

XIX. CONSULTANT - NOT PUBLIC OFFICIAL

FILEONQ is not a "public official" for purposes of Government Code §§87200 et seq. FILEONQ conducts research and arrives at conclusions with respect to his or her rendition of information, advice, recommendation or counsel independent of the control and direction of the CLIENT or any CLIENT official, other than normal contract monitoring. In addition, FILEONQ possesses no authority with respect to any CLIENT decision beyond the rendition of information, advice, recommendation or counsel.

XX. DISCLOSURE

Any and all information connected to performance of services under this Agreement may be disclosed as per applicable laws. Exceptions are proprietary software and hardware and source codes.

At the termination of this Agreement all information marked as confidential shall be returned to the respective owners.

XXI. RIGHTS TO INFORMATION

The ideas, concepts know-how or techniques developed during the course of this Agreement by FILEONQ or jointly by both parties can be used by either party in any way it may deem appropriate, consistent with the terms of this Agreement.

FILEONQ may elect to develop materials that are competitive, irrespective of their similarity, to materials that might be supplied to the CLIENT hereunder.

XXII. RECORDS

FILEONQ shall maintain adequate records to permit inspection audit of FILEONQ's charges under this Agreement. FILEONQ shall provide CLIENT access to such records for approval, funding, or auditing the project, during normal business hours upon reasonable notice, the reasonable cost of which shall be borne by the CLIENT. Nothing herein shall convert such records into public records and they will be available only to the CLIENT for approval, funding, or audit functions. Such records shall be maintained by FILEONQ for three (3) years following completion of the work under this Agreement.

XXIII. DISPUTE RESOLUTION

Any dispute concerning terms and conditions shall first be settled, by mutual desire of both parties, through amicable negotiations within a period of ninety (90) calendar days, by the parties hereto.

XXIV. TERM; CANCELLATION OF AGREEMENT

1. The term of this Agreement shall commence upon the date hereinabove written and continue for a period of twelve (12) months after acceptance of PROJECT. At the end of each twelve (12) month period, the Agreement shall automatically renew for an additional twelve (12) month period, provided neither party terminates the Agreement as specified herein.
2. This Agreement may be canceled at any time by CLIENT for its convenience upon written notification to FILEONQ. FILEONQ shall be entitled to receive full compensation payment for all work on the PROJET to the date of receipt of written notice to cease work on the Project. Said compensation will be determined in accordance with Section III. FILEONQ shall be entitled to no further compensation for work performed after the date of receipt of written notice to cease work on the Project.
3. Either Party may terminate this Agreement without cause by giving written notice not less than thirty (30) days prior to the effective date of termination, which date shall be included in said notice. In the event of such termination, FILEONQ shall be entitled to receive full compensation payment for all work on the Project to the date of receipt of written notice to cease work on the Project. Said compensation will be determined in accordance with Section III. FILEONQ shall be entitled to no further compensation for work performed after the date of receipt of written notice to cease work on the Project.
4. Nothing herein contained shall be deemed a limitation upon the right of either party to terminate this Agreement for cause, or otherwise to exercise such rights or pursue such remedies as may accrue hereunder.

XXVII. GOVERNING LAW

It is understood that this Agreement shall be governed by and construed under and in accordance with the laws of the State of South Carolina.

XXIX. SEVERABILITY

Any provision of this Agreement which is prohibited or unenforceable shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

IN WITNESS WHEREOF, CLIENT and FILEONQ have executed the Agreement as of the date first above written.

CLIENT of _____

By: _____

Print Name & Title

FileOnQ, Inc.

By: _____

Steve M. Englund, President



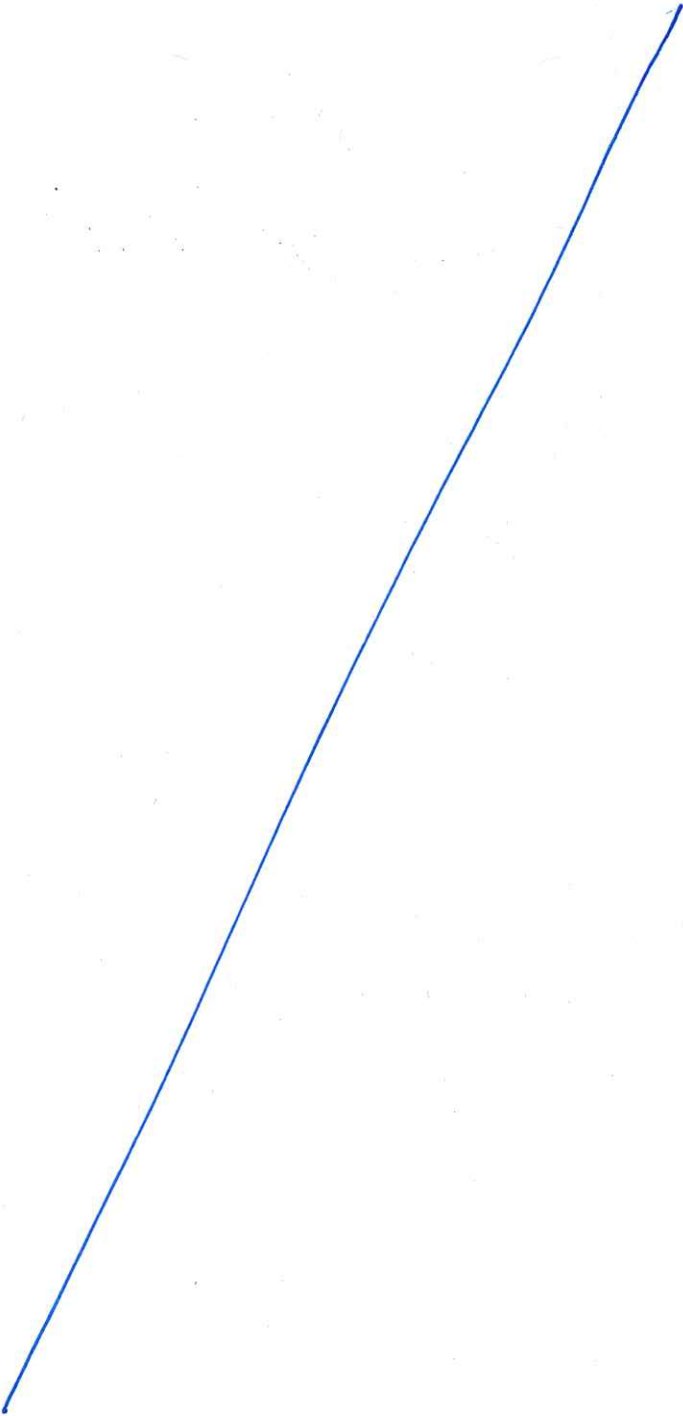
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Attachment: FileOnQ Agreement (6481 : EvidenceOnQ System Upgrade)

Exhibit A, the Deliverables & Cost Proposal

PLEASE REFER TO PROPOSAL EvidenceOnQ FOR DETAILS

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Attachment: FileOnQ Agreement (6481 : EvidenceOnQ System Upgrade)

Exhibit B, the Maintenance, Training and Support Services Agreement

1. **Purpose:** This is a statement of policy for customers of FileOnQ. FileOnQ strives to provide prompt, quality service for our customers the first time, every time, in a manner that ensures the customer's success with their FileOnQ software product. The levels of service provided will be measured and monitored by the Director of Customer Services and Technical Support staff.
2. **Mission:** The mission of FileOnQ is to provide fast, friendly and professional service and to go beyond the minimum requirements to insure the customer's satisfaction and success with our products.
3. **Definitions:**
 - Help Desk: Customer's internal support resource who provides the first level of support for the software.
 - Customer Contact: Person designated as the primary contact for Support calls. Only authorized Customer Contacts will be allowed to contact FileOnQ Technical Support.
 - Technical Support: Staff and resources dedicated to level II support of all customer support issues.
 - Level III Support: Members of engineering assigned to resolve complex customer issues.
 - Customer: Users of FileOnQ software who have chosen a direct support relationship with FileOnQ, who have a valid maintenance contract, and are using a current version of the software.
 - Emergency Support: Issues at priority 0 or 1, as defined in section 3, requiring support outside of normal service hours. Telephone Support coverage is defined in section 11.
4. **Goals and Metrics:**
 - Response Time: The time between the Customer Contact notifying Technical Support of their need for support and the return call from Technical Support.
 - Escalation Time: The time between the start of troubleshooting by Technical Support and the escalation of the issue to Level III Support or Support Management.

0	System down. Users unable to access or input records.	1 hour	1 hour
1	Significant problem. Multiple users are down, or key function is unavailable.	1 hour	2 hours
2	Minor problem. Some records not available or a feature is not operating properly.	2 hours	1 day
3	Intermittent. Problem may slow down data input or retrieval, or a workaround is needed to use a feature.	2 hours	1 month
4	Cosmetic. Does not affect ability to efficiently enter and retrieve data or use all required features	4 hours	6 months

FileOnQ will measure response and escalation times monthly and will conduct regular customer satisfaction surveys

5. Services to be provided by FileOnQ Technical Support:

- Customer telephone support
- Customer e-mail support
- Use of GoToMeeting for troubleshooting assistance
- After hours emergency support
- On-site support available at an hourly rate plus travel expenses
- Limited emergency hardware loaners

- Escalation to level III support
- Escalations to 3rd party supplier
- Unresolved Calls reporting

6. **Service Levels:** For each of the services specified in section 4, a parameter or set of parameters, which give a measure of the quality of the service, is specified. The target values for these parameters represent the service level that FileOnQ strives to provide. The FileOnQ Director of Customer Services may modify these parameters as needed. Modifications to this agreement will not commence until the customer has been given 30 days notice. FileOnQ shall not be required to honor these commitments should the contract between FileOnQ and the customer be canceled.

- **Customer telephone support:** Telephone support is provided on a call back basis. Once a message is left, a support analyst will return the call within the response time specified in section 3. Problems are handled immediately, and resolution is not to exceed the escalation time specified in section 4 before being escalated to level III support. Telephone support coverage is defined in section 11.
- **Customer e-mail support:** The response time for e-mail support is not to exceed 24 hours (excluding weekends and holidays), although it will typically be less than 4 hours. Problems are answered immediately when read, unless the problem requires escalation.
- **Use of GoToAssist™ or GoToMeeting™ for troubleshooting assistance:** FileOnQ Support Analysts may use our GoTo enabled website to access machines to assist in troubleshooting. GoToAssist will allow the Analyst to see what the customer is seeing and control the customer's PC. This is available only to customers who have Internet access available to their machines. FileOnQ cannot access any machine without the customer's permission.
- **After-hours emergency support:** FileOnQ offers emergency technical support during times not covered by normal support hours defined in section 11. This option is available to customers who choose to purchase our premier maintenance contract. The response time for emergency voice mail messages is not to exceed 2 hours. Problems are handled immediately; however, some company resources may not be available at the time of service, which may affect the overall resolution of the problem.
- **On-site support available at an hourly rate plus travel expenses:** FileOnQ provides on-site technical support for an hourly rate, plus travel expenses, should a problem be deemed unsolvable via the telephone or on-line web support. The Director of Customer Services will give authorization for on-site support.
- **Limited Hardware Loaners:** FileOnQ provides a limited inventory of hardware loaners (such as barcode scanners), for any equipment purchased from FileOnQ that fails and requires service from the manufacturer. These loaners can be shipped next day air upon FileOnQ's receipt of a valid PO for the value of the equipment to be shipped. PO's must be received by 2:30 PM Pacific Time to be shipped that day. Hardware not returned within 30 days of shipment will be invoiced for the full cost.
- **Escalation to level III support:** Problems that cannot be resolved within a reasonable time after the initial contact will be escalated to level III support based on the escalation schedule defined in section 3. FileOnQ will direct all resources necessary to bring the problem to resolution.
- **Escalation to 3rd party vendor:** In some instances, the customer may receive a higher level of service working directly with the vendor or manufacturer of one of the 3rd party products supplied by FileOnQ. Technical Support may direct the customer to those resources as needed.
- **Unresolved Calls reporting:** The FileOnQ Director of Customer Services will run an Unresolved Calls Report on a weekly basis in order to monitor quality. Results are reported to FileOnQ upper management and discussed with appropriate staff members.

7. Scope and Limitations:

- FileOnQ will provide support for software manufactured by FileOnQ. This includes:
 - Installation and configuration support for the FileOnQ Server application
 - Installation and configuration support for the FileOnQ Client application

- Hardware configurations
 - Defect maintenance
 - Database problems caused by a supported FileOnQ product.
 - Support will be provided either by email or telephone and/or online web support.
 - Support will only be provided to authorized Customer Contacts who are familiar with the FileOnQ products in use.
 - Customer Contact must also be familiar with the application being run.
 - The following list details some of the issues that are not covered by a maintenance contract. This list should in no way be considered exhaustive.
 - Database Management
 - Maintenance or troubleshooting of the network
 - Connections
 - Operating system
 - Infrastructure
 - Data or system security
 - 3rd Party Software
 - Maintenance of the Server
 - Operating System
 - Hardware
8. **Management Escalation Procedure:** All requests to escalate to management will be responded to by the Director of Customer Services within 2 hours. In the event the Director of Customer Services is unavailable, the backup team member will handle the problem and use all available resources to remedy the problem.
9. **Defect Prioritization:** Defects discovered by Technical Support on shipping versions of software will be reported to the Engineering team. These defects will be prioritized with other issues. Customer priorities will be based on the following criteria:
- Number of customers potentially impacted by the defect
 - Severity of the defect to the operation of the customer
 - Impact to data integrity
10. **Defect Resolution:** Defect resolution may take any one of the following forms at the discretion of the Defect Resolution Team (executive staff from Customer Support, Development and Quality Assurance).
- Work around
 - Redesign of the customer's application
 - A change in the database
 - A change in the customer's operational procedures
 - Other
 - Installation of a software patch
 - Upgrade to a newer release of the version
11. **Customer Responsibilities:** FileOnQ will support software that is provided to the customer by FileOnQ. FileOnQ cannot take responsibility for managing or maintaining a customer's network or database.
- Customer must utilize their internal Help Desk for assistance before calling FileOnQ Technical Support.
 - Caller must be an authorized Customer contact, familiar with the client and server portions of the software.
 - Caller must be an authorized Customer contact, familiar with the application and their own data management.

- IT resources may be required for some issues.
- Customer must be using current versions of FileOnQ software.

12. Operational Procedures:

- Contact information
 - Email: Support@fileonq.com
 - Emergency Phone Support: 1-800-603-6802 select extension 4 from the menu
- Service Hours
 - Monday through Friday 5:00 AM to 5:00 PM Pacific Standard Time excluding holidays.
 - After hours support covering evenings, weekends, and holidays after business hours is an option.
- Call Tracking
 - Customer records will be maintained in a Customer Support Call Tracking system. All communications between the customer and Technical Support will be logged under the customer record to maintain a history of the customer's system and issues to allow for personalized service and support.
 - FileOnQ will utilize this system to maintain control of all incoming and open issues with the customer to provide the highest level of service and follow-up.
- Prioritization
 - Most calls will be handled on a first come first served basis; however, situations of a critical nature may be taken out of turn. Customers must communicate the level of criticality when contacting FileOnQ based on the chart in section 3.

Exhibit C, the Software License Agreement

Patent Protected, Patents 7,599,942 B1 & 8,176,093 B2

THIS IS A LEGAL AGREEMENT BETWEEN FILEONQ AND CUSTOMER FOR THE FILEONQ SOFTWARE PRODUCT TO BE INSTALLED, WHICH INCLUDES COMPUTER SOFTWARE AND RELATED DOCUMENTATION. BY USING THE SOFTWARE, CUSTOMER ACCEPTS ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF CUSTOMER DOES NOT AGREE TO THESE TERMS, CUSTOMER MAY, WITHIN THIRTY (30) DAYS OF PURCHASE, RETURN THE UNUSED SOFTWARE PRODUCT TO THE VENDOR FROM WHOM IT WAS PURCHASED FOR A REFUND, SUBJECT TO A RESTOCKING FEE.

FileOnQ, Inc., a Washington corporation doing business as FileOnQ ("FileOnQ") whose address is 832 Industry Drive, Seattle, WA 98188, USA hereby grants to Customer a non-exclusive license (a "License") to use the software product(s) and the accompanying printed materials and User Manual (the "Documentation") as identified on all invoice/purchase statements on the terms set forth below.

THIS NON-EXCLUSIVE SOFTWARE LICENSE AGREEMENT GRANTS CUSTOMER SPECIFIC RIGHTS TO INSTALL ALL FILEONQ LICENSE AND DELIVERY ORDERS RELATING TO LICENSED PRODUCTS SPECIFIED ON ALL INVOICE/PURCHASE STATEMENTS UNDER THE FOLLOWING CONDITIONS.

1 GRANT OF LICENSE

This License grants Customer the following rights.

1.1 Software. Except as set forth below, customer may use only for the benefit and management of the purchasing entity and the management of the purchasing entities own items, records, documents, data and processes. Customer use is limited to the number of entities, agencies, organizations, servers, web servers, modules, databases, concurrent client seats/database connections, and related utilities as identified on corresponding invoice and purchase orders/statements. Customer may not use for the purpose of servicing third party entities, agencies or organizations unless specifically identified in name and on corresponding invoice and purchase orders/statements.

1.2 Storage/Network Use. Customer may store or install a copy of the Software on a storage device, such as a network server, used only to install or run the Software over an internal network; however, Customer must acquire sufficient concurrent client licenses so as to maintain one license for each simultaneous user during peak demand. Customer agrees to provide technical or procedural methods to ensure the use of the Software does not exceed the number of concurrent licenses purchased pursuant to this Agreement.

1.3 Transfer. Customer may not transfer License, Software, or Documentation.

2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.

2.1 Reverse Engineering. Customer may not modify, translate, reverse engineer, decompile, disassemble (except to the extent applicable laws specifically prohibit such restrictions) or create derivative works based on the Software, or any portion thereof.

2.2 Copying. Customer may make copies of the Software for the purposes of backup and archival. All copies must remain in the possession of Customer and do not constitute legal copies for the purpose of additional installations. Documentation may be copied or printed from

disk as needed to distribute to all authorized uses within the Customer's organization as needed so long as all material remains unaltered.

2.3 Separation of Components. The Software is licensed as a single product. Customer may not separate the Software's component parts for use on more than one computer.

2.4 Rental. Customer may not rent or lease the Software or Documentation.

2.5 Proprietary Notices. Customer may not remove any proprietary notices, labels or marks on the Software or Documentation.

2.6 Upgrades. If the Software is an upgrade from another product, this upgrade License supersedes any previous License. Customer may use the Software only in conjunction with the upgraded product, or Customer must destroy the upgraded product.

2.7 Use of FileOnQ's Name. Customer may not use FileOnQ's or FileOnQ's suppliers' name, logos, or trademarks in any manner including, without limitation, in Customer's advertising or marketing materials, except as is necessary to affix the appropriate copyright notices as required herein.

3. TITLE

Title, ownership rights, and intellectual property rights in and to the Software and Documentation shall remain in FileOnQ. The Software and the Documentation is protected by the copyright laws of the United States and international copyright treaties.

4. TERMINATION

The License is in effect until terminated. The License will terminate automatically if Customer fails to comply with the limitations described herein. On termination, Customer must destroy all copies of the Software and Documentation.

5. EXPORT CONTROLS

This Software is subject to the export control laws of the United States. Customer may not export or re-export the Software without the appropriate United States and foreign government licenses. Customer shall otherwise comply with all applicable export control laws and shall defend, indemnify and hold Company and all Company suppliers harmless from any claims arising out of Customer's violation of such export control laws.

6. MISCELLANEOUS

6.1 This Agreement represents the complete agreement concerning this license between the parties and supersedes all prior agreements and representations between them.

6.2 This Agreement may be amended only in writing executed by both parties.

6.3 The terms of this agreement take precedence over any purchase order that might be used.

6.4 If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable and the remainder of this Agreement shall nonetheless remain in full force and effect. This Agreement shall be governed by and construed under South Carolina State law as such law applies to agreements between South Carolina State residents entered into and to be performed within the state of South Carolina, except as governed by Federal law. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

7. U.S. GOVERNMENT END-USERS

The Software and Documentation is a "commercial item," as that term is defined at 48 C.F.R. 2.101 (OCT 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (SEPT 1995), and is provided to the U.S. Government only as a commercial end item. Government end users acquire the Software and Documentation under the following terms:

- (a) for acquisition by or on behalf of civilian agencies, consistent with the terms set forth in 48 C.F.R. 12.212 (SEPT 1995); or
- (b) for acquisition by or on behalf of units of the Department of Defense, consistent with the terms set forth in 48 C.F.R. 227.7202-1 through 227.7202-4 (JUNE 1995).

8. LIMITED WARRANTY

FileOnQ warrants that the media containing the Software, if provided by FileOnQ, is free from defects in material and workmanship and will so remain for thirty (30) days from the date Software is acquired. FileOnQ's sole liability, and Customer's sole remedy, for any breach of this warranty shall be, in FileOnQ's sole discretion:

- (a) to replace defective media; or
- (b) if the above remedy is impracticable, to refund the License fee paid for the Software.

Replaced Software and Documentation shall be covered by this limited warranty for the period remaining under the warranty that covered the original Software, or if longer, for thirty (30) days after the date of shipment of the replaced Software. Only if Customer informs FileOnQ of a problem with the Software during the applicable warranty period and provide evidence of the date Customer acquired the Software will FileOnQ be obligated to honor this warranty. FileOnQ will use reasonable commercial efforts to replace or refund pursuant to the foregoing warranty within thirty (30) days of being so notified. THIS IS A LIMITED WARRANTY AND IT IS THE ONLY WARRANTY MADE BY FILEONQ. FILEONQ MAKES NO OTHER WARRANTY, REPRESENTATION, OR CONDITION, EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. THE DURATION OF IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WITHOUT LIMITATION, WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE, IS LIMITED TO THE ABOVE LIMITED WARRANTY PERIOD; SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY OR CONDITION LASTS, SO LIMITATIONS MAY NOT APPLY IN THOSE JURISDICTIONS. NO FILEONQ AGENT, OR EMPLOYEE IS AUTHORIZED TO MAKE ANY MODIFICATIONS, EXTENSIONS, OR ADDITIONS TO THIS WARRANTY. If any modifications are made to the Software by Customer during the warranty period; if the media is subjected to accident, abuse, or improper use; or if Customer violates the terms of this Agreement, then this warranty shall immediately be terminated. This warranty shall not apply if the Software is used on or in conjunction with hardware or software other than the unmodified version of hardware and software with which the Software was designed to be used as described in the Documentation.

THIS WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS, AND CUSTOMER MAY HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE OR BY JURISDICTION.

9. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, OR OTHERWISE, SHALL FILEONQ OR ITS SUPPLIERS OR RESELLERS BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND

ALL OTHER COMMERCIAL DAMAGES OR LOSSES, OR FOR ANY DAMAGES IN EXCESS OF FILEONQ'S LIST PRICE FOR A LICENSE TO THE SOFTWARE AND DOCUMENTATION, EVEN IF FILEONQ SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION. FURTHERMORE, SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY IN THOSE JURISDICTIONS.



PROPOSAL FOR

Columbia Police Department

*You have an important job to do and we want to
help you do it with excellence.*

PREPARED BY
Zaki Horany
<http://fileonq.com>
ZakiH@fileonq.com

Attachment: Exhibit A Deliverables & Cost Proposal (6481 : EvidenceOnQ System Upgrade)

FileOnQ Solutions

EvidenceOnQ

DEAR TEQUILA WILSON,

Thank you for the opportunity to submit this proposal for EvidenceOnQ Upgrades for the Columbia Police Department. The investment require to import records from your RMS, implement MobileOnQ, Webview, and Notifications, listed hardware and training is **\$54,155.55**

Our first priority is to provide solutions that effectively meet the unique needs of our customers today, while providing them with a strategy and a path to meet their changing needs of tomorrow. Another priority of equal importance is to provide these solutions with the greatest possible economy. **We will do all we can to make sure that price is not the reason someone would chose not to buy the proposed solution.**

Please read and consider our proposal and bring to our attention any ways in which you feel we can more adequately satisfy your needs. Finally, when you are prepared to allow us to implement the the solutions proposed, your Customer Success Team is committed to doing everything necessary to ensure your complete satisfaction and help you to perform your job with excellence. *Excellence worth talking about.*

Thank you again for partnering with FileOnQ. We greatly value the opportunity that you have already given us in serving the Columbia Police Department and we look forward to doing so long into the future.

Sincerely, **Zaki Horany**

Attachment: Exhibit A Deliverables & Cost Proposal (6481 : EvidenceOnQ System Upgrade)

EVIDENCEONQ WEBVIEW

FEATURES

WebView is built for the end-user to manage evidence quickly and easily in a dashboard type atmosphere. Data can be entered in one location and then print the barcode labels at a later time and location. The system will automatically keep new items in a worklist cue for ease of printing labels and reports without having to go back and query individual cases and items. Edits may be made to records based on user permissions. Users can also generate forms and reports such as an Evidence Report or Chain of Custody to eliminate hand-written documentation. These forms and reports may be printed or saved as a Word or PDF document. Permissions to access specific forms and reports may be limited per user group through the administrative tools in the desktop client.

Users can submit requests associated with evidence. This may include an authorization, an action request, or any other communication that would have been submitted through a phone call, email, or request form. When a user logs in to WebView, their pending requests are listed. When the request is fulfilled, it will be eliminated from the pending requests list. WebView also works in conjunction with the optional eDocs modules to allow users to upload and view electronic files. This feature is especially useful at crime scenes, search warrants, or from the officers' vehicles and remote locations.

The screenshot displays the 'FileOnQ WebView' application interface. At the top, a navigation bar includes links for 'MyWebView', 'New Evidence', 'Find', 'Worklist', 'Reports', 'Options', and 'Logout'. Below this, a 'New Item' section contains buttons for 'Save Item', 'Add Item to Incident', a dropdown menu set to 'Evidence', and a 'Print BARCODE label for this item' button. The main form area is divided into two tabs: 'Evidence Info' (selected) and 'Notes'. The 'Evidence Info' tab contains several input fields and checkboxes:

- Barcode:** A text input field.
- Case Number:** A text input field.
- Current Location:** A text input field containing 'Temporary Lockers (PD) 4/22/2019 9:02:31 AM SYSTEM'.
- Home Location:** A text input field.
- Evidence Info Section:**
 - Case Number:** A text input field followed by an 'Item #' label and a small input field.
 - Incident Type:** A dropdown menu.
 - Incident Date:** A date picker showing 'M/D/YYYY'.
 - Offense:** A dropdown menu.
 - Category:** A dropdown menu.
 - Court Division:** A dropdown menu.
 - Case Officer:** A dropdown menu.
 - Collected By:** A dropdown menu.
 - Collected Date:** A date picker showing 'M/D/YYYY'.
 - Collected Time:** A time input field.
 - Collected Address:** A text input field.
 - Collected Location:** A text input field.
 - Suspect is Owner:** A checkbox.
 - County Case No:** A text input field.
 - Search Warrant:** A checkbox.
 - Asset Seizure:** A checkbox.
 - Juvenile Suspect:** A checkbox.
 - Additional Suspects in Notes:** A checkbox.

AUTOMATED DISPOSITIONS AND WORKFLOW NOTIFICATIONS

FEATURES

Retention date assigned per
department policy

Retention Code Maintenance

Select a retention code and set its properties in the detail section:

Code	Date	Category	Years	Months	Days	Description
Found	Creation	Found Property	0	0	60	Found Property
Misd.	Creation	Misdemeanor	0	0	90	Misdemeanor
Drug	Creation	Drug Offense	0	0	30	Felony Drugs
DNA	Creation	DNA	3	0	0	Approval by suj
Veh Hom	Creation	Vehicular Homicide	10	0	0	

When evidence comes up for
review, the system will
generate an email to the case
officer with cases up for
review.

Officer clicks
on link to
case
evidence to
authorize
disposition

Drag a column header and drop it here to group by that column

☐	Item	CaseNumber	CollectedBy	PropertyCa...	PropertyTy...	AddlDescri...
☐	100104	10003838		Video CD/D...	Evidence	DVD video ...
☐	100105	10003838		Photo CD	Evidence	Photos of crime scene
☐	100106	10003838		DNA	Evidence	swabs of bl...

Automated Disposition Notifications

The Disposition Notification Module automates the process of notifying officers to review evidence for disposition. As evidence comes up in a manual or automated retention review report that includes customized criteria, the system can be prompted to generate emails to the officers that includes a list of items to review. Included in the email is a link to the case and each item. When the officer clicks on the link, it will take them into the WebView application and enable them to choose the appropriate disposition for the evidence. The disposition descriptions can be tailored to meet the requirements of the agency, i.e. release to owner, destroy, hold, etc.



Workflow Notifications

Workflow Notification is the ability to set certain triggers within the system to have it take a specific action, send a notification, or restrict a certain action. In order to determine exactly how Platform Notification will be applied in an agency, a thorough evaluation of their policies and procedures needs to be done. The following examples show how Workflow Notification can benefit an agency:

1. An agency has a policy that when certain information is changed in the evidence system, specific people must be notified. This may include any number of methods such as sending an email, printing a new property report, making a phone call, etc. For example, any time a serial number field or case number field in EvidenceOnQ is modified, the system will automatically send an email notification to the records manager and the investigating officer that indicates the changes made.
2. When evidence is submitted, and there is a discrepancy, such as being improperly packaged, automated notification will streamline the process of notifying the officer that a correction needs to be made. The evidence technician can make a Notes Log entry indicating the corrections that need to be made. This entry will trigger an email to the officer with the content of the notes log entry. EvidenceOnQ can be set to send a 2nd notice to the officer if the correction has not been made within X days.
3. In order to track the status of sexual assault kits and comply with statutory testing requirements, an agency may set up a notification trigger to have an email sent to the case detective notifying them when a sexual assault kit has been submitted to evidence. An email notification will also be sent to the detective any time the kit changes location, such as when it is sent to the lab and when it returns from the lab.

MOBILEONQ

FEATURES



MobileOnQ enables you to transfer items, obtain signatures, and perform inventories in remote locations where a computer may not be available. The mobile device can be synced using the docking station or can perform in “real time” using your wireless network with web services enabled on your server.

ACTIVE DIRECTORY PORTAL

FEATURES



FileOnQ Active Directory Portal allows end-users to sign-in to EvidenceOnQ with their existing Active Directory (AD) passwords which they use every day to log in to Windows. Each EvidenceOnQ application can specify whether the user can simply sign-in by launching the desktop application (single sign-on) or whether they need to re-enter their AD credentials for additional security.

Security and permissions for functionality are configured using AD groups in the FileOnQ Portal Administrator tool.

The key benefits of AD integration include lower end-user frustration with passwords; fewer password reset requests and centralized management of EvidenceOnQ privileges which makes it easy to handle new employees or officers who leave the department.

FILEONQ SOLUTIONS'

PRICING & COSTS

FileOnQ Solution for Columbia Police Department	Your Price	Qty	Subtotal
EvidenceOnQ Upgrade	\$34,067.10	1	\$34,067.10
Workflow Notifications Module			\$17,033.55
Webview Module			Discount(-50%)
MobileOnQ Module			
EvidenceOnQ Concurrent License	\$600	5	\$3,000
Currently you have 5 concurrent licenses. Per our discussions the recommendation is to add 5 for the implementation of Webview for the Officers for a total of 10 licenses			\$1,500
			Discount(-50%)
Notification Triggers	\$1,560	6	\$9,360
Customer defined triggers to automate process. Examples would be Disposition notifications, Correction Notice, Checked Out Notice.			\$4,680
			Discount(-50%)
V8 Upgrade	\$0		\$0
Upgrade to latest version of EvidenceOnQ Software			
Professional Services	\$12,000		\$12,000
1 - Application Profiling and Configuration			\$9,000
1 - Data import and conversion of existing database up to 300,00 records			Discount(-25%)
Training	\$1,400		\$1,400
4 Days On-site			
Training of Administrative Staff			
Train the Trainer			
Officer data entry training			
☒ Active Directory Integration	\$13,654		\$13,654
Allow end-users to sign-into EvidenceOnQ with existing Active Directory (AD) passwords which they use every day to log into Windows			\$6,827
			Discount(-50%)
Total			\$40,440.55

Attachment: Exhibit A Deliverables & Cost Proposal (6481 : EvidenceOnQ System Upgrade)

Peripheral Hardware	Price	Qty	Subtotal
☒ Motorola MC67 MobileOnQ Device Includes cable and docking station. MobileOnQ software loaded on unit.	\$2,995	4	\$11,980
☒ Symbol LS 2208 Attached USB Scanner	\$140	2	\$280
☐ Symbol Li 4278 Wireless Scanner	\$435	1	\$435
☒ Topaz Signature Pad (USB)	\$485	3	\$1,455
☐ Zebra ZD240 TT Thermal Barcode Label Network Printer	\$640	1	\$640
☐ Zebra 4.33" Ribbon Cartridges - 6 Cartridges per case Wax/Resin Ribbon Cartridges - 6 Cartridges per case. For New ZD240 TT printer	\$107	1	\$107
☐ 4"x2" Polypro 1000 Labels 4 roll per case 1100 labels per roll - total 4400 labels	\$200	1	\$200
Total			\$13,715

Your proposed investment for the solutions and products selected and outlined above is:

\$54,155.55

This quote does not include sales tax and is valid until Jun 30, 2021. A 50% down-payment is due at the time of order - the remaining will be due after installation and training is complete.

PAYMENT SCHEDULE

Phase 1	Billed upon Receipt of Purchase Order	50%	\$27,077.77
Phase 2	Billed upon Completed Installation	50%	\$27,077.77

MAINTENANCE AND SUPPORT



At FileOnQ we are committed to doing everything necessary to ensure you are completely satisfied with our product and support. The first 12 months of unlimited maintenance, support, and training are provided with the purchase of your EvidenceOnQ System. This includes:

- **Free in-version upgrades**
- **Unlimited telephone and online support**
- **Unlimited training via telephone and web-conference**
- **Bug fixes or new build patches**
- **Loaner hardware if needed**
- **Assistance with developing new policies and procedures**
- **Access to the EvidenceOnQ website with training videos and tools**

With annual maintenance and support, our customers receive in-version improvements and enhancements free of charge.

When a support need arises, you will appreciate our direct line via our 800 number as well as our live On-Line Web Support Meeting Center.

Email: Support@fileonq.com

Phone: 1-800-603-6802 select 4 from the menu

Agencies that maintain annual maintenance and support contracts are routinely provided with deep discounts for new products being introduced.

EvidenceOnQ customers overwhelmingly agree that the ongoing maintenance, support, and training improve their system use and departmental productivity to the extent that the investment pays for itself several times over.

MAINTENANCE AND SUPPORT

Your current Maintenance and Support is paid monthly and is \$497.55 for a total of \$5,970.60 annually. Below is your adjusted maintenance and support to cover the additional modules added to your EvidenceOnQ solution.

Annual Maintenance and Support	Price	Qty	Subtotal
EvidenceOnQ Maintenance and Support	\$746.33	12	\$8,955.96 / year
Total per year			\$8,955.96

SYSTEM REQUIREMENTS

SERVER

Hardware

Pentium 4 or higher (Xeon [Core i3/i5/i7] recommended)
2 GB RAM (8 GB recommended)
2 GB disk space
SVGA display (1024x768 or higher)

SQL Server

SQL Server 2012
SQL Server 2014
SQL Server 2016
SQL Server 2017
Either Express, Standard or higher editions

Operating System

The following editions of Windows Server are supported:
Windows Server 2012
Windows Server 2012 R2
Windows Server 2016

Network

Windows Networking using TCP/IP, UNC
Name resolution (DNS)
Shared UNC path for shared settings

Other

PDF viewer software (such as Adobe Reader)

If adding WebView or MobileOnQ

Internet Information Services (IIS) 7 or higher
.NET Framework 4.0
Windows Networking using TCP/IP

If adding eDocs

Disc Space dependent on the number and content of documents stored

If adding DigitalOnQ

8 GB RAM (12 GB recommended)
Disc Space dependent on the number and content of documents stored
SQL 2008R2 or above Required

DESKTOP

Software

The following versions of Microsoft Windows are supported:
Windows 7
Windows 8.0
Windows 8.1
Windows 10
.NET Framework 4.0
Internet Explorer 8.0 or higher
PDF viewer software (such as Adobe Reader)

Hardware

Pentium 4 or higher
1 GB RAM (4 GB recommended)
400 MB disk space
SVGA display (1024x768 or higher)

If adding MobileOnQ

Windows Mobile Device Center (on PC with docking station)

If adding DigitalOnQ

4 GB RAM (8 GB recommended)
.NET Framework 4.5

GET STARTED WITH YOUR IMPLEMENTATION

YOUR NEXT STEPS

1. Please REVIEW this Proposal.
2. On the PRICING & COSTS pages check any additional options you may be interested in.
3. If you have any questions at all, please let us know. We are happy to clarify, sort things out, and find the best way to work together.
4. Once you are ready to move forward, please click the 'initial' button below to express your interest in this offer. **SIGNING WITH YOUR INITIALS BELOW IS NOT AN AGREEMENT TO PURCHASE.**
5. Once we receive notification of your interest, we'll contact you shortly to talk about next steps to getting your Implementation rolling.
6. If you'd like to speak to us by phone, don't hesitate to call

**I AM INTERESTED IN THIS FILEONQ PROPOSAL.
ENTER INITIALS BELOW.**



Tequila Wilson

Columbia Police Department

**ENTERING INITIALS ABOVE IS NOT AN
AGREEMENT TO PURCHASE. IT ONLY**
EXPRESSES YOUR INTEREST IN THIS FILEONQ PROPOSAL
DISCOUNT OFFER AND NOTIFIES YOUR CUSTOMER
SUCCESS TEAM OF YOUR INTEREST.

PREPARED BY

Zaki Horany

ZakiH@fileonq.com

<http://fileonq.com>

Attachment: Exhibit A Deliverables & Cost Proposal (6481 : EvidenceOnQ System Upgrade)



We Are Columbia

MEETING DATE: March 16, 2021

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Middleton, Purchasing Agent*

SUBJECT: Council is asked to approve the Purchase of Target Solutions Training and Records Management Platform Premier Membership and Annual Maintenance Fee, as requested by the Columbia Fire Department. Award to Municipal Emergency Services, as a Sole Source in the amount of \$68,841.36. This vendor is located in Charlotte, NC.

REQUISITION NO.: R209011

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Fire Suppression - Software License (1012303-627510) \$34,420.68 and Fire Administration - Software License (2082301-627510) \$34,420.68. The original budget amount is \$68,841.36.

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

Sec. 2-204.-Item (5) - Competitive sealed bidding required; exceptions.
All city contracts shall be awarded by competitive sealed bidding except the following as determined pursuant to definitions and standards set by regulations, or except as otherwise provided in this article:
Sole source procurements.

ATTACHMENTS:

- MES Sole Source Agreement (PDF)

SOLE SOURCE AGREEMENT GOODS AND SERVICES AGREEMENT

THIS AGREEMENT, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City" or "Buyer") and Municipal Emergency Services (MES) (hereinafter referred to as the "Seller"), for Seller to provide certain goods and related services that justify a sole source procurement by the City pursuant to Section 1.16 of the City's Procurement Regulations, is made in consideration of the mutual covenants and promises contained herein, and consistent with the City's written justification for sole source procurement, attached as Exhibit A.

1. Scope and Schedule of Purchase. The Seller will provide the goods and services described in Exhibit B, attached hereto. The description of goods and services shall include, but not limited to, the unit cost, manufacturer or brand, and total cost. The Seller shall be responsible for obtaining any approvals, permits and/or licenses, including a City business license, as may be required of the Seller in performing the sale of goods and services under this AGREEMENT. The Seller shall be responsible for any costs relating to same. The Seller shall complete all sales under this AGREEMENT within the timeframes set forth in Exhibit B.
2. Term and Option to Renew. The term of this AGREEMENT is effective as of the latter date of the execution of this AGREEMENT as shown by the signatures of the parties below; upon issuance of a Notice to Proceed; receipt of a valid Purchase Order from the City of Columbia; approval by the City Council, if applicable and valid until October 31, 2021. An option to renew or continue purchasing goods and services for an additional one-year period may be authorized at the mutual pleasure and discretion of both parties. However, neither party shall be under any obligation to agree to an extension of the initial term or any additional term.
3. Supplemental or Additional Services. The Parties may agree that Contractor perform Additional or Supplemental services as authorized by a City purchase order. Contractor must obtain written approval from the City for any Supplemental or Additional Services prior to the service being performed. If the Contractor fails to obtain prior written approval to perform the Supplemental or Additional Services, the City is under no obligation to compensate the Contractor for services performed.
4. Additional Terms and Conditions. The following terms and conditions within the City's General Purchase Order Terms and Conditions, found at <https://www.columbiasc.net/procurement-contracts/rules-regulations>, or available upon request at the City of Columbia Procurement and Contracts Department, 1800 Main Street, Second Floor, Columbia, S.C., 803-545-3470, are incorporated by reference herein as part of this AGREEMENT: Assignment, Breach/Waiver; Choice of Law (Jan 2006); Contractor Personnel; Contractor's Obligation – General; Delivery/Performance Location; Default; Drug Free Work Place Certification; Ethics; Facilities, Force Majeure; Indemnification (City of Columbia, SC); Inspection; Acceptance & Title; Invoicing & Payment; Liability; Licenses; Permits and Taxes (City of Columbia, SC); Material and Workmanship; Manufacturer's Name & Approved Equivalents; Modification; Non-Discrimination in Contracting Policy; No Indemnity or Defense; Packing and Shipping; Payment & Interest; Patents & Royalties; Price Adjustments; Publicity; Sales and/or Use Tax; Service & Warranty; SC Illegal Immigration Reform Act (State Law); Severability; Successorship; State Law Applicable; Title and Risk of Loss; Whole Agreement; and Other Applicable Terms and Conditions.
5. Subcontracting. Seller shall not subcontract the obligations under this AGREEMENT without prior written consent of the City. Seller shall be as fully responsible to the City for the acts and omissions of any of its subcontractors as it is for the acts and omissions of Seller's employees.
6. Compensation. The compensation paid by the City to Seller under this AGREEMENT shall not exceed Sixty-Eight Thousand, Eight Hundred Forty-One dollars and 36/100 (\$68,841.36) unless authorized by the City under Section 2 of this AGREEMENT. The Seller shall submit an invoice for the sale of goods and services. Each invoice

submitted must describe the items and show payment calculations. The invoice shall bear the signature of the Seller, which signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

7. Ownership of Project Documents. All data, documents or other information of any description generated by or used by the Contractor or any Subcontractor and related to the services required by this AGREEMENT shall be the property of the City and shall not be used by the Contractor for any purpose whatsoever except to perform the services required by this AGREEMENT. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Contractor under this AGREEMENT are matters of public record, but that the Contractor agrees that they shall only be made available to any individual or organization by the City and the Contractor shall not make them available to any individual or organization without the prior written approval of the City.

8. Insurance. If determined by the City to be appropriate and necessary, the Seller shall procure and maintain during the life of this AGREEMENT such insurance as required by statute, ordinance, or this Agreement, to adequately protect the City from any claims or damages including bodily injury or death, which may arise from them during operations under this AGREEMENT. The following insurance, as indicated by the box or boxes checked by the City, is required to be procured by the Seller to adequately protect the City from any claims or damages including bodily injury or death which may arise during operations under this AGREEMENT, to be maintained during the entire term (including any renewals or Additional and Supplemental Services):

- ☐ WORKERS COMPENSATION INSURANCE: Workers Compensation Insurance for all employees to be engaged in work on the project under this Agreement, and in case any work is subcontracted, the Seller shall require the subcontractor similarly to provide Worker Compensation Insurance for all of the employees to be engaged in such work unless such employees are covered by the protection afforded by the Seller's Worker Compensation Insurance. The Seller shall not permit any person who is not protected by Workers Compensation Insurance or a properly approved Self-Insured Workers Compensation Program to perform any activity related to this AGREEMENT.
- ☒ GENERAL LIABILITY: The Seller shall provide to the City evidence of General Liability insurance in an amount not less than One Million Dollars and no/100 (\$1,000,000) per occurrence, and Two Million Dollars and no/100 (\$2,000,000) dollars aggregate in accordance with the current Code of Ordinances, City of Columbia, South Carolina, which can be located at www.columbiasc.gov.
- ☐ PROFESSIONAL LIABILITY: Professional Liability Insurance in an amount not less than One Million Dollars and No/100 (\$1,000,000.00) per claim, and Two Million Dollars and No/100 (\$2,000,000.00) Aggregate.
- ☐ AUTOMOBILE LIABILITY INSURANCE: Five Hundred Thousand Dollars and No/100 (\$500,000.00) combined single limit per accident for bodily injury and property damage.

The Seller shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Seller and any subcontractor of the Seller commencing any services under this AGREEMENT and this insurance shall remain in effect throughout the term of this AGREEMENT, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion.

9. Warranties. Seller must provide the manufacturer's standard written warranty upon delivery of goods or materials. Seller warrants that manufacturer will honor the standard written warranty provided. All warranties provided within S.C. Code Ann. § 36-2-101 *et seq.* shall apply to the sale of goods and services set forth in this AGREEMENT.

10. Termination. This AGREEMENT shall terminate upon Seller's completion of the scope of services and any City-authorized Additional or Supplemental Services. In the event that the sale of goods and services provided hereunder may extend beyond a single fiscal year of the City, and City funds are not budgeted and appropriated to pay for goods and services beyond a single fiscal year of the City, this AGREEMENT shall be terminated on or no later than June 30th of the fiscal year in which funds were budgeted and appropriated.

Notwithstanding the foregoing, the City shall, at its sole option and discretion, have the right to terminate this AGREEMENT for any reason whatsoever.

11. Amendment. This AGREEMENT may not be amended except pursuant to a written instrument signed by both parties.

12. Entire Agreement. This AGREEMENT contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the parties relating to the subject matter of this AGREEMENT which are not fully expressed herein.

13. No Third Party Beneficiaries. Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than the City and the Seller.

14. Independent Contractor. The Seller is an independent contractor and not an employee nor agent of the City. Nothing in this AGREEMENT will be construed as creating a joint venture, partnership or employment relationship between the Parties, nor will either Party have the right, power or authority to create any obligation or duty, express or implied, on behalf of the other. All Seller employees whom Seller has employed to fulfill its obligations under this AGREEMENT will at all times be considered employees of Seller.

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

16. Conflict of Terms. In the event any terms or conditions within this AGREEMENT conflicts with one another, the terms or conditions that are the most favorable to the City, as determined by the City, shall prevail.

In witness whereof, and in order to bind themselves legally to the terms and conditions of this AGREEMENT, the duly authorized representatives of the parties have executed this AGREEMENT.

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____

Witness

By: 

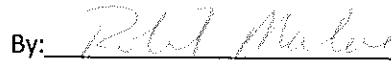
Witness

By: _____

Title: City Manager

Date: _____

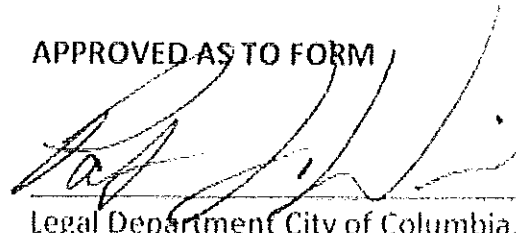
Municipal Emergency Services (MES)

By: 

Title: VP Sales Regional

Date: 3-3-2021

APPROVED AS TO FORM



Legal Department City of Columbia, SC

3/2/2021

Attachment: MES Sole Source Agreement (6511 : Municipal Emergency Services (MES) Sole Source Agreement)

Exhibit A

Requisition # R209011

JUSTIFICATION FOR
SOLE SOURCE PROCUREMENT

Based upon the following determination, the proposed procurement action described below is being procured pursuant to the authority of Section 1.16 of the City of Columbia, S.C. Procurement Regulation.

This Department proposes to procure for the Suppression/Training Division.

Target Solutions service a comprehensive suite of web-based solutions for the Fire Department use to track and maintain all training and records for the ISO compliance control and tracking. This software is fully integrated into the certification of our ISO compliance.

as a sole source procurement from MES-Carolinas (only Distributor in South Carolina)

based upon the following justifications: This software enables the Fire Department to better manage and deliver training needs, daily training logs, and to build tests. It includes inspection forms, post incident evaluation tools, ISO tracking. Additionally, it includes the following course bundles that support the Fire department five-year strategic plan: HR & employment practice, OSHA & compliance, driving safety, and NFPA/Fire Emergency vehicle operations. At this current time, we are not aware of any other software package that encompasses all of these features in support of the Fire Department.

This sole source is valid through October 31, 2021 KSB Amount \$ 62,275.07 KSB \$68,841.36

Fire
Department

Anthony D. Jenkins
Signature of Department Head

1/21/2022
Date

SL

INITIAL

Shannon Liguori

2/11/2021

for Signature of Purchasing Agent

Date

INITIA

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

J. Alonzo
Signature of Finance Director

2/16/2021
Date

INITIA

Signature of Asst. City Manager

Date

Signature of City Manager

Date

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

Distribution: Original attached to requisition (Form PR 108201) Copy retained in Department's file. (Rev. 06 2016)

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.

Attachment: MES Sole Source Agreement (6511 : Municipal Emergency Services (MES) Sole Source Agreement)



TRAINING BUREAU

James Helms
Assistant Chief of
Professional Services

Anthony Holloway
Chief of Training

Britany Tarr
Training Coordinator

Jack Veal
Training Officer

Yuhanna Muhammad
Training Officer

Mike Taylor
Training Officer

Ethan Tucker
Training Officer

COLUMBIA FIRE DEPARTMENT TRAINING BUREAU

1800 Laurel Street • Columbia, South Carolina • 29201
803-545-3700

www.columbiascfire.net

Sole Source Justification: Target Solutions

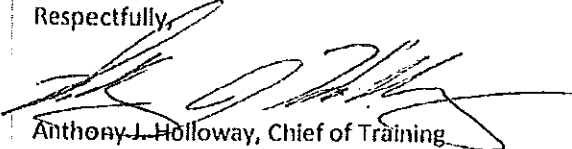
January 8th, 2021

Target Solutions is a training distribution and recording platform the fire department has been using for approximately six years. While other similar platforms now exist, there are several reasons why a move to another platform would be prohibitively expensive:

- Since 2014, we have spent thousands of work hours:
 - Building 100s of in-house training activities
 - Building State and National courses into the system for recording purposes
 - Creating platform specific training data silos
 - Linking the platform to other commonly used emergency services training platforms
- Target Solutions is the only platform that is delivered with an ISO default configuration.
 - Fire Departments report training compliance to the Insurance Services Office which in-turn secures improved hazard insurance rates to residents and businesses.
 - Target Solutions' "ISO Tracker" allows us to structure our records so that all courses can be linked to ISO requirements and reported in an ISO format efficiently during audits
 - Changing to another platform would require a similar structure be built and hundreds of current training courses be re-entered and linked by CoC personnel
- Purchase of an alternate training platform would require both subscriptions be maintained concurrently for two years, to ensure complete training records are available for review for OSHA, ISO or NIOSH audits.
- Target Solutions is compatible with our new call reporting software, (Emergency Reporting) which will allow personnel to use the dashboard of either platform to access information regarding essential job functions including incident and training documentation.

The Training Bureau is always exploring ways to secure quality services in the most cost effective manner, however, the lower subscription expense of another platform would be offset by the tremendous amount of work hours required to structure another platform to fire service requirements and rebuild six years of training programs constructed in Target Solutions.

Respectfully,


Anthony J. Holloway, Chief of Training

Attachment: MES Sole Source Agreement (6511 : Municipal Emergency Services (MES) Sole Source Agreement)



January 20, 2021

Mike Cothran
Columbia Fire Department
1800 Laurel Street, Columbia, SC 29201

Dear Mr. Cothran,

Thank you for your continued interest in the TargetSolutions Training and Records Management Platform.

This letter is to inform you that Municipal Emergency Services (MES) is the sole authorized distributor of the TargetSolutions Platform.

If you should have any questions regarding this, please phone me at 858.376.1603.

Thank you!

Regards,

A handwritten signature in black ink, appearing to read "Philip Coons", written over a horizontal line.

Philip Coons
Vice President of Sales
phil.coons@VectorSolutions.com



6701-C Northpark Blvd
Charlotte, NC 28216

Quote

Date	01/07/2021
Quote #	QT1433376
Expires	03/31/2021
Sales Rep	Malone, Bob
PO #	
Shipping Method	FedEx Ground

Bill To

CITY OF COLUMBIA
ACCOUNTING DIVISION
PO BOX 147
COLUMBIA SC 29202-0147

Ship To

FIRE STATION-HARDEN STREET
1901 HARDEN STREET
COLUMBIA SC 29201

[illegible]

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee. Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1433376



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

12/29/2021

12/30/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed if **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies
76 Batterson Park Road
Farmington CT 06032
860-678-4000

CONTACT
NAME:
PHONE
(A/C, No, Ext):
E-MAIL
ADDRESS:

FAX
(A/C, No):

INSURED 1372711 Municipal Emergency Services, Inc.
P.O. Box 656
Southbury CT 06488

INSURER(S) AFFORDING COVERAGE		NAIC
INSURER A:	Twin City Fire Insurance Company	294
INSURER B:	Hartford Fire Insurance Company	196
INSURER C:	Navigators Insurance Company	423
INSURER D:	Beazley Insurance Company, Inc.	375
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 17268699

REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	N	N	02 CES OF8238	12/29/2020	12/29/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	N	N	02 UEN BB4388	12/29/2020	12/29/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
C	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☒ RETENTION \$ 10,000 ☐ CLAIMS-MADE	N	N	NY20UMR8004421V	12/29/2020	12/29/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	02 WE AJ3DZW	12/29/2020	12/29/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Cyber	N	N	V28F02200201	12/29/2020	12/29/2021	Policy Aggregate: \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance.

CERTIFICATE HOLDER

17268699
Evidence of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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We Are Columbia

MEETING DATE: March 16, 2021

DEPARTMENT: Procurement and Contracts

FROM: Sandra Middleton, Purchasing Agent

SUBJECT: Council is asked to approve an Agreement for Teller Software Implementation and Annual Licensing Fees, as requested by the Finance Department. Award to Can/Am Technologies, Inc. in the amount of \$162,870.00 for an initial term of 16-months with the option to renew for four (4) additional one-year periods. This vendor is located in Lakewood, CO.

REQUISITION NO.: R200577

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Technology Contingency - Software License (5518408-627510). The original budget amount for the first year is \$200,000.00.

CLEAN WATER 2020?: No

FOCUS AREAS: Economic Prosperity - Endless Possibilities

We respectfully request Council's approval of this agreement with Can/Am Technologies, Inc. at the following cost.

Teller Software		
Implementation Costs	March 16, 2021- October 31, 2021	\$ 103,650.00
Software and License Fees	March 16, 2021- June 30, 2022	\$ 59,220.00
Total		\$ 162,870.00

Sec. 2-204.-Item (7) - Competitive sealed bidding required; exceptions. All city contracts shall be awarded by competitive sealed bidding except the following as determined pursuant to definitions and standards set by regulations, or except as otherwise provided in this article: When purchasing Information Technology.

ATTACHMENTS:

- CanAm Professional Services Agreement FINAL (PDF)

Can/Am Technologies, Inc.
Teller Software



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is being awarded under Sec. 2-205 exemption seven (7), as cited in Columbia, SC, Code of Ordinances.

1. **PURPOSE** – This Agreement is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and Can/Am Technologies Inc., (hereinafter referred to as the "Contractor"), to provide and implement a web-based system to manage point of sale processes and provide single Annual Subscription Software Licensing for five (5) years to the City.

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

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

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

Can/Am Technologies, Inc.
Teller Software

4. **TERM OF AGREEMENT** – The term of the Agreement is the date of the execution of a *Notice to Proceed (NTP)* and a *valid Purchase Order from the City of Columbia* for an initial term of one (1) year and four (4) months, with four (4) one year optional renewals, at the mutual pleasure of both parties. The initial term is defined as the date the NTP is issued to June 30, 2022. Year two (2) is defined as July 1, 2022 to June 30, 2023. Years three (3) through five (5) will continue on a fiscal year renewal.

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

5. **SCHEDULE FOR COMPLETION OF SERVICES** – The Contractor shall complete any and all services performed under this Agreement within the timeframes as outlined in Exhibit C, attached hereto.
6. **COMPENSATION** – (See Exhibits A.2 and C)

- A. The total compensation to be paid by the City to the Contractor for professional services under this Agreement shall not exceed One Hundred Three Thousand, Six Hundred Fifty Dollars and No/100 (\$103,650.00). The total amount for five (5) years of Annual Software as a Service (SaaS) and Licenses shall not exceed Two Hundred Fifty-Three Thousand, Thirty Dollars and No/100 (\$253,030.00). Yearly Compensation for Annual SaaS and Licenses is detailed in exhibit A.2.
- B. The Contractor shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). Contractor must invoice monthly regardless of work being completed during that period. If no work is completed, a zero balance invoice should be submitted. Each invoice shall bear the signature of the Contractor, whose signature shall certify that the information contained in the invoice is true and accurate and that the

Can/Am Technologies, Inc.
Teller Software

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

C. Invoicing Procedure

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

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

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

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

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

E. Affirmative Action Procurement and Contracting Goals:

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

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

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

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

F. Subcontracting Goals

Under this Agreement, the subcontracting goals are as follows:

SB Goals	_____	%
MBE	_____	%
WBE	_____	%
LSA	_____	%

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

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

The Contractor/Consultant/Architect/Engineer must comply with Mentor-Protégé Program Guidelines. The Contractor/Consultant/Architect/Engineer agrees that the

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Mentor Protégé Program does not create any third-party beneficiary status or contractual rights and/or duties between the City and the Protégé and that the City is not a party to the Implementation Plan. The Contractor/Consultant/Architect/Engineer agrees that it has or will enter into a separate contractual Agreement with the Protégé to which the City is not a party. The MPP Implementation Plan is attached hereto as Exhibit N/A.

8. INDEMNIFICATION & INSURANCE

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

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

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

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

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

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

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

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

9. PERMITS & LICENSES

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

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

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

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

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

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

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

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

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

13. **OWNERSHIP OF PROJECT** - All data, documents or other information of any description generated by or used by the Contractor or any Subconsultant retained by the Contractor and related to the services required by this Agreement shall be the property of the City and shall not be used by the Contractor for any purpose whatsoever except to perform the services required by this Agreement.

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

City of Columbia

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

Can/Am Technologies

Name: Joshua Langemann
Title: President
Address: 1726 Cole Blvd, Suite 210
Lakewood, CO 80401
Phone: (303) 847-4684
Email: joshua@canamtechnologies.com

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

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

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

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- D. The Contractor/Consultant/Architect/Engineer shall reimburse the City the amount of any stipulated penalties imposed on the City pursuant to Paragraph 47 of the Consent Decree if the Contractor/Consultant/Architect/Engineer neglects, fails, or refuses to meet the deadlines set forth in Exhibit N/A attached hereto. The Contractor/Consultant/Architect/Engineer agrees that any failure to meet such deadlines will result in the City's failure to meet the deadlines set forth in the Consent Decree except in the event of force majeure notice by the Contractor/Consultant/Architect/Engineer that results in the extension of said deadline by the U.S. Environmental Protection Agency under the Consent Decree. The City reserves all other remedies available for the Contractors/Consultants/Architects/Engineer's failure to perform pursuant to the Agreement.
- E. The Contractor/Consultant/Architect/Engineer shall perform the services pursuant to this Agreement using sound Contractor/Consultant/Architect/Engineering practices as set forth in Paragraph 9 of the Consent Decree.

17. MISCELLANEOUS

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

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Teller Software

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

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

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

- G. The failure of either the Contractor or the City to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a

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

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

"Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.
- K. In carrying out the service, the Contractor shall not discriminate against any employee or applicant for employment because of that employee or applicant's

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

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- N. Every exhibit, schedule and appendix attached to this Agreement and referred to herein is hereby incorporated into this Agreement by reference unless this Agreement expressly provides otherwise. This Agreement, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Business Information Record for Subconsultants /Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Agreement and set forth the entire understanding between the parties hereto regarding the subject matter hereof.
- O. This agreement is intended to complement and be consistent with Can/Am Technologies, Inc. SaaS Agreement, Licensed Teller Interfaces and Users, Hosting Service Level Agreement and the Statement of Work (SOW), attached hereto as Exhibits. In the event provisions appear to be inconsistent, the City of Columbia Agreement pages 1-18 (and subsequent amendments) shall prevail.

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

CAN/AM TECHNOLOGIES, INC.

Joshua Langemann, President
Print: Name/Title


Signature

Date: March 7, 2021

(Corporate Seal)

Attest

Teresa Wilson, City Manager

Date: _____

APPROVED AS TO FORM


Legal Department City of Columbia
2/24/2021

Can/Am Technologies, Inc.
Teller Software

Recommended by:

_____ Janice Alonso, CGFO, Finance Director	_____ Date
_____ Jeff Palen, CFO, Assistant City Manager	_____ Date
_____ Sandra A. Middleton, CPPB, Purchasing Agent/Director Department of Procurement and Contracts	_____ Date

List of Exhibits

Exhibit A.1 – Teller SaaS Agreement

Exhibit A.2- Licensed Teller Interfaces and Users

Exhibit B – Hosting Service Level Agreement

Exhibit C – Statement of Work

Exhibit D – Security Questionnaire Response

Exhibit A.1

Teller Software as a Service Agreement

This is the Teller Software as a Service Agreement (“**Agreement**”) dated as of March 16, 2021 (the “**Effective Date**”) between Can/Am Technologies Inc. (“**CanAm**”) a company incorporated under the laws of Colorado, having its principal place of business at 1726 Cole Blvd, Suite 210, Lakewood, CO 80401 and City of Columbia, SC, having its principal place of business at 1800 Main Street Second Floor, Columbia, SC 29201 (hereinafter referred as “**Client**”).

RECITALS

1. Pursuant to the terms of this Agreement, CanAm will provide a web-based system to manage point of sale processes for Client.
2. This system assists Client in managing revenue intake from cashiering to balancing, providing reconciliation workflows, and is intended to provide Client with reporting and visibility into financial transactions, increasing the accountability and transparency of financial management for Client.

AGREEMENT

Client and CanAm agree as follows:

1. DEFINITIONS

- 1.1. Agreement – this document and all schedules attached or incorporated by reference, and any subsequent addendums or amendments made in accordance with the provisions hereof.
- 1.2. Annual Software as a Service Fee – the annual fee payable by Client (either to CanAm directly or to an authorized CanAm reseller, as applicable) for the use of Teller software, including Teller support services and Hosting Services provided by CanAm under this Agreement.
- 1.3. Concurrent User – means the users who are logged on at the same time and sharing a finite number of licenses.
- 1.4. Confidential Information – has the meaning set out in section 13 of this Agreement.
- 1.5. Configuration(s) – all work required to configure Teller to reflect the business rules, workflow, security and data requirements of Client. Configuration includes any custom reports, Interfaces, Plugins, and conversion scripts developed for Client.
- 1.6. Defect – a program error that will cause Teller to crash, or program algorithms or logic that produce incorrect results. Defects pertain to the intended operation of Teller as delivered to Client, but do not pertain to subsequent errors brought about by Infrastructure changes made by Client or any other Third-Party. Defects do not include changing user preferences, report or screen aesthetics, presentation standards, or validity of converted data. Defects do not pertain to problems arising from Third-Party Software interfaced to Teller, or to problems arising from Teller Configurations not developed by CanAm.
- 1.7. Enhancement – any work requested by Client to alter existing Teller features, or to add any new features or functions to Teller software.
- 1.8. Force Majeure – circumstances beyond a Party’s reasonable control, including, without limitation, acts of God, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, pandemics, unavailability or interruption in telecommunications or Third-Party services, virus attacks or hackers, failure of Third-Party Software, or inability to obtain power used in or equipment needed for provision of the Services.
- 1.9. Hosting Services – the services provided at the Third-Party hosting facility that are provided by CanAm to Client.
- 1.10. Hosting Services Site – the Third-Party hosting facility, at a U.S. location of CanAm’s choice, at which servers and related equipment are located.

Exhibit A.1

- 1.11. Hosting SLA – the Hosting Service Level Agreement as provided in Exhibit B, and any subsequent addendums or amendments made in accordance with the provisions herein.
- 1.12. Client Infrastructure – any Client owned, leased, or licensed information technology hardware and/or software that is required by Client to perform business functions. This hardware and/or software can be providing the infrastructure needed to perform these functions or can also be used as a gateway to an external, non-client owned, infrastructure that provides the necessary business functions.
- 1.13. Deliverables – the services deliverables, documentation and defined milestone objectives set forth in a Statement of Work. For greater certainty, Deliverables shall not include any Third-Party Software or related documentation licensed directly to Client from a Third-Party, or any modifications or enhancements thereto or derivatives thereof.
- 1.14. Intellectual Property – property that derives from the work of the mind or intellect, specifically, an idea, invention, trade secret, process, program, data, formula, patent, copyright, or trademark or application, right, or registration. Intellectual Property includes: a) Teller pre-existing software, or pre-existing software Configurations (including reports) of CanAm; b) CanAm methodologies, processes, tools, and general knowledge of the matters under consideration; and c) any pre-existing or newly-acquired material provided to Client by CanAm under separate license.
- 1.15. Interface – a connection with Third Party Software or hardware used to deliver a unified end user experience.
- 1.16. Named User – an individual internal to Client who has access to the Teller Production Database. A Named User may access the Teller Production Database from any workstation on Client's network or intranet, or via the Internet.
- 1.17. Party or Parties – referring to CanAm or Client or both.
- 1.18. Plugin – additional functionality that extends core Teller features. Plugins may be added to Teller to permit additional functionality. Licensed Plugins are fully supported and may have their own release cycle separate from the Teller product release cycle.
- 1.19. Production Environment – the environment provided to Client for end user official business use.
- 1.20. Release(s) – update to Teller issued by CanAm to general availability for Teller Clients.
- 1.21. Response Time – the target time for CanAm to respond to Critical, High, Medium and Low support requests (as defined in Section 6.3 of this Agreement).
- 1.22. Service(s) – the professional services to be provided pursuant to the Statement of Work (Exhibit C) or other written request.
- 1.23. Source Code – any and all program code or database definitions developed by CanAm programmers using a formal programming language and used by Teller software.
- 1.24. Specifications – means the requirements of the Deliverables as set forth in the Statement of Work (Exhibit C) or an amendment to this Agreement.
- 1.25. Statement of Work (SOW) – a document that describes the implementation services, software products, and other deliverables to be provided by CanAm (including its subcontractors if applicable) to Client under this Agreement. The Statement of Work is attached to this Agreement as Exhibit C.
- 1.26. Teller – an enterprise Point of Sale system that manages revenue intake from cashiering to balancing and reconciliation workflows in a single integrated database. Teller includes the reports and documentation that come with the Teller software.
- 1.27. Teller Annual Software as a Service Agreement – the document (i.e., this Agreement) which provides the terms and conditions under which the right to use Teller is provided to Client.
- 1.28. Teller System – a pre-existing set of Configurations that extends Teller by providing functionality specific to a business area.
- 1.29. Test Environment – the environment set up by CanAm to provide testing and training capability for Client.
- 1.30. Third-Party – a person, corporation, organization or entity other than Client or CanAm.



Exhibit A.1

- 1.31. Third-Party Software – any identifiable product embedded in and/or linked to Teller software, but to which the proprietary rights belong to an independent Third-Party.

2. SCOPE OF AGREEMENT

- 2.1. By this Agreement, CanAm agrees to provide Client with a single Annual Subscription Software License to use the Teller System in the Production Environment at the edition specified in Exhibit A. This License includes the number of Interfaces, Concurrent Users, and/or Named Users identified in Exhibit A and subsequent purchase orders.
- 2.2. Client and CanAm agree that CanAm may opt to permit the use of this Agreement by broader public sector entities to procure Teller Software as a Service according to the terms and conditions of this Agreement as follows:

"Broader Public Sector Entities" means other political subdivisions, municipalities, tax-supported agencies and non-profit entities in the United States, including all local and state government agencies, academic institutions, school boards, special districts and any other public entities as acknowledged by the Federal government and any other public entities as agreed by Client.

With respect to purchases by Broader Public Sector entities, CanAm acknowledges that such Broader Public Sector Entities shall make purchases in their own name, make payments directly to CanAm, and shall be liable directly to CanAm holding Client harmless.

3. TERM OF AGREEMENT

- 3.1. This Agreement will remain in effect for a period of one (1) year from signing and will be renewed annually thereafter upon payment by Client of the Annual Software as a Service Fee within thirty (30) days of receipt of the renewal invoice, unless otherwise revised or terminated under the provisions of this Agreement.

4. GRANT OF LICENSE

- 4.1. This Agreement provides Client with a non-exclusive and non-revocable license for Teller as identified in Exhibit A of this Agreement. This license will be effective for as long as this Agreement is in place and Client remains current with payment of their Annual Software as a Service Fee.
- 4.2. Client is licensed to use Teller in one (1) Test Environment and one (1) Production Environment at CanAm hosting site.
- 4.3. Client is licensed to use Teller only for processing transactions associated with Client's internal business or public purposes. Any other use of Teller by Client is not permitted.

5. SOFTWARE AS A SERVICE LICENSE FEE

- 5.1. Client agrees to pay an Annual Software as a Service Fee as specified in Exhibit A for license rights to Teller and for associated Teller support and Teller Hosting Services. The first year of the Teller Software as a Service Fee is billable upon execution of this agreement.
- 5.2. The Annual Software as a Service Fee does not include Configuration. CanAm may provide these Services for additional charge under a SOW or directly as professional services for the time and materials hourly rate established in Exhibit A.
- 5.3. Client agrees to remit payment annually within 30 calendar days of receipt of the invoice.

6. SUPPORT SERVICES

- 6.1. CanAm agrees, during the term of this Agreement, to provide Teller support services in a timely and professional manner. CanAm will provide unlimited technical support for Client's Teller support personnel described in Section 7.2 of this Agreement. Support pertains to Teller and licensed Teller Plugins.

Exhibit A.1

- 6.2. The Teller support web site will be available 24 x 7 for submitting Client support requests. The Teller support desk will be staffed from 8:00 a.m. to 6:00 p.m. Mountain Time, Monday to Friday, excluding Colorado statutory holidays. Extended hours of coverage or on-call coverage outside of these working hours can be provided at additional rates per Section 8.
- 6.3. When Client submits a support request through the Teller support web site during normal CanAm hours for support, as specified in Section 6.2 of this Agreement, CanAm and Client will categorize, and CanAm will escalate as appropriate, the support request according to the following criteria. To ensure the listed Response Time, Client must call the provided Teller support toll-free number to report or confirm Critical and High priority issues.

Severity	Definition	Response Time	Resolution Time
Critical	Client site is down. Major impact to operations of Client site.	< 15 minutes	Immediate and ongoing effort, with daily reporting to Client as necessary until a work-around or fix has been provided.
High	Major impairment of at least one important function at Client site. Operations at Client site are impacted. All important Client functions are working albeit with extra work.	< 1 hour	Proceed with fix as high priority work with reporting to Client as necessary until a work-around or fix has been provided.
Medium	Client Operations not significantly impacted. One or more minor Client functions not working. Major usability irritations impacting many staff at Client.	< 4 hours	Proceed with fix as medium priority work, according to schedule set by CanAm.
Low	Minor usability irritations. Work-around exists.	< 2 business days	Proceed with fix as low priority work, according to schedule set by CanAm

- 6.4. The Software as a Service Fee does NOT include technical support for Configurations and Third-Party Software not embedded within Teller, such as (but not limited to) operating system software and Microsoft Office products. Technical support for Teller related Third-Party hardware that may be used by Client, including scanners, printers, credit terminals, and other hardware peripherals is also not included.
- 6.5. CanAm will not begin charging Client for resolution of a non-Teller related problem until CanAm demonstrates to Client that the source of the problem is not related to a Teller Defect and Client has authorized work to resolve the issue. No time will be charged to Client for Teller Defects reported to CanAm.
- 6.6. Unless otherwise specified, Teller product warranty and support activities will be conducted at and deployed remotely. Travel and living expenses to provide on-site services deemed by CanAm at its sole discretion as required to repair a Teller Defect will not be charged to Client.

7. CLIENT OBLIGATIONS AND RESPONSIBILITIES

Unless otherwise stated in a separate agreement between the parties or in a Schedule of this Agreement, the following tasks will be the sole responsibility of Client:



Exhibit A.1

- 7.1. Infrastructure Support –managing the local Internet Service Provider (ISP) providing Client its internet connection and/or its wireless service; managing its own networks; managing all desktop and mobile hardware for Client staff and implementing its own security policies and procedures.
- 7.2. First-Line Teller Support – Client is responsible for providing first-line Teller support to Client staff. First-line Teller Client support is responsible for researching issues and assessing if they are the result of a Teller Defect. Client will identify a limited number of Client staff entitled to submit Teller support requests.
- 7.3. Future Releases – Client acknowledges that future Releases of Teller software may require different or additional Client equipment and/or software in order to function properly. CanAm will provide Client with sufficient notification of such requirements. Client will be responsible to fund, acquire, install, and maintain such different or additional equipment and/or software.

8. PROFESSIONAL SERVICES

- 8.1. At the request of Client, CanAm may provide any or all of the following professional services: development of custom Configurations, report development, training, extended warranty, first line Teller support, and any other consulting activity. CanAm professional services may be purchased for an all-inclusive fixed-cost, or on a time-and-materials basis. All time and materials services will be approved in advance by the Client in a mutually agreed Statement of Work or other written request, and invoiced monthly based on the rates specified in Exhibit A. For fixed-cost services, all terms, conditions and costs will be specified in a mutually agreed Statement of Work.
- 8.2. CanAm will perform the Services and provide the deliverables that are described in each Statement of Work in accordance with the terms of the SOW and this Agreement, for the price and in accordance with the delivery dates and Specifications described in the Statement of Work.

9. PAYMENT FOR SERVICES

- 9.1. Client will pay (either to CanAm directly or to an authorized CanAm reseller, as applicable) the fees set out in the Statement of Work, plus all applicable taxes, upon acceptance of deliverables specified in the Statement of Work, subject to receipt of invoices from CanAm.
- 9.2. CanAm will submit invoices and other supporting documentation which may be required by Client describing the Services and deliverables for which payment is claimed.
- 9.3. Client will pay, without set-off or deduction, each invoice or undisputed portion of an invoice within thirty (30) days from receipt of the invoice. Any disputes will be resolved according to the dispute resolution process set out in Section 17 of this Agreement.

10. SOURCE CODE

- 10.1. This license will provide Client with run-time only capability for Teller as described in Section 2 of this Agreement.
- 10.2. Source code (metadata) to custom Configurations, reports, and specialized code developed specifically for Client will be provided to Client upon request.

11. REPRESENTATIONS AND WARRANTIES

- 11.1. CanAm will repair Teller Defects reported by Client during the term of this Agreement at no additional charge to Client. CanAm will make all reasonable efforts to resolve Defects quickly, via a patch Release if necessary.
- 11.2. The warranty on all CanAm-developed custom Configuration is defined in the applicable SOW. Subject to clause 11.4, standard Interfaces are warranted. Material changes to the Client environment may require additional fee-based work.

Exhibit A.1

- 11.3. CanAm does not provide warranty for any custom Configuration or custom code not developed by CanAm, or developed by CanAm and subsequently altered by Client or any Third-Party.
- 11.4. CanAm warrants that it has full power and authority to grant this Teller license and that as of the effective date of this Agreement, the Teller software does not infringe on any existing Intellectual Property rights of any Third Party. If a claim of infringement is made by any Third Party, CanAm may, at its sole option either:
- a) secure for CLIENT the right to continue using the Teller software; or
 - b) modify the Teller software so that it does not infringe.
- This represents Client's sole and exclusive remedy with respect to this warranty.
- 11.5. CanAm has no obligation for any claim of infringement based on a Client or Third Party modified version of the Teller software or based on the combination of the Teller software with any Third Party product not provided by CanAm. CanAm provides no warranty whatsoever for any Third Party software or hardware products.
- 11.6. TO THE MAXIMUM EXTENT PERMITTED BY LAW, CANAM AND ITS LICENSORS AND SUPPLIERS DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, WHETHER ARISING BY STATUTE OR IN LAW OR AS A RESULT OF A COURSE OF DEALING OR TRADE USAGE.

12. OWNERSHIP OF SOFTWARE AND DATA

- 12.1. CanAm has exclusive licensing and distribution rights for Teller software (Copyright © 2004 – 2020, all rights reserved), including Teller; licensed Teller Plugins, and licensed Teller Interfaces within the United States of America and Canada. Client will not remove any ownership or copyright notices from Teller software or documentation. Reproduction, disassembly, decompilation, transfer, reverse engineering, or disclosure to others, in whole or in part, of Teller is strictly prohibited.
- 12.2. CanAm is, and will remain, the exclusive owner, or is the authorized agent of the owner of Teller proprietary information, and all patent, copyright, trade secret, trademark, and other Intellectual Property rights remain solely with CanAm. No license or conveyance of any such rights to Client is granted or implied under this Agreement.
- 12.3. CanAm will retain ownership of the Intellectual Property associated with Enhancements or Interfaces developed by CanAm for Client.
- 12.4. Client is deemed to own any custom Configuration for their Teller installation. Client grants CanAm a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, sublicense, modify, and sell the custom Configuration developed pursuant to this Agreement without compensation to Client.
- 12.5. Notwithstanding anything to the contrary herein, each Party and its respective personnel and contractors shall be free to use and employ its and their general skills, know-how, pre-existing IP and expertise, and to use, disclose, and employ any generalized ideas, concepts, know-how, methods, techniques, or skills gained or learned during the course of any assignment, so long as it or they acquire and apply such information without disclosure of any Confidential Information of the other Party.
- 12.6. Client may not sell, rent, lease, give, distribute, assign, pledge, sublicense, loan, timeshare, or otherwise transfer Teller software or documentation to any other Party. Client agrees not to distribute Teller as part of any other software product, commercial or otherwise, without the prior written approval of CanAm.
- 12.7. Client will retain sole and complete ownership of its data at all times, regardless of the location of the data, and CanAm may not make any use of Client data other than for testing and Service delivery purposes, without the prior written consent of Client.

Exhibit A.1

13. CONFIDENTIAL AND PROPRIETARY INFORMATION

- 13.1. Each Party will hold in confidence, and will not disclose to any unauthorized personnel, any confidential or proprietary information of the other Party. Each Party will use such confidential or proprietary information only for the purpose for which it was disclosed.
- 13.2. As used in this Agreement, the term “confidential or proprietary information” (“Confidential Information”) means all trade secrets or proprietary information designated as such in writing by one Party to the other. All software code in source or object format will be deemed to be proprietary information regardless of whether it is marked as such. Information which is orally or visually disclosed by one Party to the other, or is disclosed in writing without an appropriate letter, proprietary stamp or legend, will constitute proprietary information of the releasing Party if:
- a) it would be apparent to a reasonable person, familiar with the business of the releasing Party and the industry in which it operates, that such information is of a confidential or proprietary nature; or
 - b) The releasing Party, within thirty (30) calendar days after such disclosure, delivers to the receiving Party a written document describing such information and referencing the place and date of such oral, visual, or written disclosure, and the names of receiving Party personnel to whom such disclosure was made.
- 13.3. Each Party will only disclose Confidential Information received by it under this Agreement to personnel who have a need to know such Confidential Information for the performance of its duties and who are bound by an agreement to protect the confidentiality of such Confidential Information.
- 13.4. Each Party will adopt and maintain programs and procedures which are reasonably calculated to protect Confidential Information, and will be responsible to the other Party for any disclosure or misuse of Confidential Information which results from a failure to comply with this provision. Each Party will promptly report to the other Party any actual or suspected violation of the terms of this Agreement and will take all reasonable further steps requested by the offended Party to prevent, control, or remedy any such violation.
- 13.5. The obligations of each Party specified above will not apply with respect to any Confidential Information, if the receiving Party can demonstrate, by reasonable evidence, that such Confidential Information:
- a) was generally known to the public at the time of disclosure or becomes generally known through no wrongful act on the part of the receiving Party;
 - b) was already in the possession of the receiving Party at the time of disclosure;
 - c) becomes known to the receiving Party through disclosure by sources having the legal right to disclose such Confidential Information;
 - d) was independently developed by the receiving Party without reference to, or reliance upon, the Confidential Information; or
 - e) was required to be disclosed by the receiving Party to comply with applicable laws or governmental regulations, provided that the receiving Party provides prompt written notice of such disclosure to the offended Party and takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure and, if possible, ensure that the confidentiality obligations of this Agreement are maintained.
- 13.6. If Client is subject to freedom of information legislation CanAm agrees to adhere to the standards outlined in such legislation regarding protection of privacy and disclosure of records with respect to all work done for Client pursuant to this Agreement.
- 13.7. Upon termination of this Agreement, each Party will make all reasonable efforts to return to the other Party all tangible manifestations, and all copies thereof, of Confidential Information received by the other Party under this Agreement, if requested to do so by the disclosing Party. In addition, each Party shall certify in writing that it has not retained any copies of any materials belonging to or furnished by the other Party, and that any software provided by the other Party pursuant hereto has been deleted from that Party's computer and no copies have been retained in any form. The foregoing obligation shall not apply to Confidential Information that: (i) a Party deems necessary to retain to comply with applicable laws and regulations; and (ii) exists only as part of regularly generated electronic backup data, destruction of which is not reasonably practicable.

Exhibit A.1

14. LIMITATIONS OF LIABILITY AND INDEMNITY

- 14.1. CANAM'S MAXIMUM TOTAL LIABILITY FOR ANY ACTION, CLAIM, LOSS OR DAMAGE ARISING OUT OF TELLER AND THE PERFORMANCE OF ANY SERVICES IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, CLAIM, LOSS OR DAMAGE, BE IT CONTRACT, TORT, STATUTE OR OTHERWISE, SHALL BE AN AWARD FOR DIRECT PROVABLE DAMAGES THAT IN NO EVENT EXCEED THE AGGREGATE OF THE AMOUNTS PAYABLE TO CANAM UNDER THE TERM OF THIS AGREEMENT IN THE SIX (6) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE CLAIM.
- 14.2. CLIENT SPECIFICALLY ACKNOWLEDGES AND CONFIRMS THAT UNDER NO CIRCUMSTANCES WHATSOEVER WILL CANAM BE LIABLE FOR ANY INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE OR KIND, OR ANY LOSS RESULTING FROM BUSINESS DISRUPTION ARISING FROM THE USE OF TELLER, OR FROM ANY SERVICES COVERED UNDER THE TERMS OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IN THE EVENT THAT CANAM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 14.3. Subject to Section 14.1 and 14.2, CanAm will indemnify and hold harmless Client and its affiliates, employees and agents from and against any and all liabilities, losses, damages, costs, and other expenses (including attorneys' and expert witnesses' costs and fees) arising from or relating to any Third Party claim caused by the intentional misconduct or gross negligence of CanAm or any of its employees, agents or subcontractors in performing the Services.
- 14.4. Notwithstanding anything stated in this Agreement to the contrary, and to the extent that under the express terms of this Agreement or any other agreement then in effect between the Parties, neither Party will be liable under any provision under this Section if any patent, copyright, or trade secret infringement or any other claim is based upon or caused by the following: (i) a use for which the Services were not designed or specified; (ii) design specifications or any data, information, drawings, manuals, script, etc., provided from one Party to the other, which has resulted in the infringement action; (iii) the combination, operation or use of the Services with any other product or services, to the extent that such combination, operation, or use results in the loss, damage, claim or expense in question; and/or (iv) use of a superseded release of licensed software if the infringement would have been avoided by the use of a current release of the licensed software. Should any claim of infringement be made based upon (i) through (iv) above, the infringing party and its affiliates shall be indemnified and held harmless for all costs, expenses, loss, damage or liability arising therefrom.
- 14.5. In the event of a Third Party claim for which Client is or may be entitled to indemnification hereunder, CanAm will assume the defense at CanAm's sole expense. CanAm will consult with Client regarding any settlement of any Third Party Claim but shall not be required to receive Client's consent to settle any such claim. Notwithstanding the foregoing, Client is entitled to be represented in any such action, suit, or proceeding at its own expense and by counsel of its choice.
- 14.6. THIS SECTION 14 SETS OUT THE SOLE AND EXCLUSIVE REMEDY WHICH APPLIES OR SHALL APPLY TO TELLER AND THE SERVICES. NO ORAL OR VERBAL ADVICE OR INFORMATION GIVEN BY EITHER PARTY, THEIR AFFILIATES OR ITS OR THEIR AGENTS, SERVANTS, EMPLOYEES, OR REPRESENTATIVES, SHALL CREATE A DIFFERENT OR GREATER WARRANTY, AND THE PARTIES ACKNOWLEDGES THAT IT MAY NOT RELY UPON ANY SUCH ORAL OR WRITTEN COMMUNICATIONS TO CREATE OR ESTABLISH WARRANTY RIGHTS IN EXCESS OF THE SOLE AND EXCLUSIVE WARRANTY HEREIN.

Exhibit A.1

15. TERMINATION AND DEFAULT CONDITIONS

- 15.1. CanAm may terminate this Agreement if: Client fails to make required payments within 90 days of due date, Client materially fails to fulfill its obligations and responsibilities or breaches any material term of this Agreement, Client becomes bankrupt or insolvent, or if a receiver is appointed to manage the property and assets of Client. If any of the above conditions are encountered, CanAm will provide written notice to Client and provide 30 calendar days for Client to remedy the default. If the default is not rectified within 30 calendar days, CanAm will have cause to terminate this Agreement.
- 15.2. Client may terminate this Agreement if: CanAm materially fails to fulfill its obligations and responsibilities or breaches any material term of this Agreement, CanAm becomes bankrupt or insolvent, or if a receiver is appointed to manage the property and assets of CanAm. If any of the above conditions are encountered, Client will provide written notice to CanAm and provide 30 calendar days for CanAm to remedy the default. If the default is not rectified within 30 calendar days, Client will have cause to terminate this Agreement.
- 15.3. Termination of this Agreement will not affect the provisions of this Agreement relating to the payment of amounts due under Section 5; Software as a Service License Fees, Section 14; Limitation of Liability and Indemnity, Section 13; Confidentiality; or any other obligations of the parties which by their nature are intended to survive termination of this Agreement.

16. RIGHTS AND OBLIGATIONS

- 16.1. If either CanAm or Client terminates this Agreement, CanAm will retain all fees for Services delivered to Client up to the date of termination. CanAm will refund a pro-rated portion of the Annual Software as a Service Fee to Client, based on the number of full or partial calendar months of service provided under the Agreement since the last annual renewal date.
- 16.2. Any termination by either Party as provided in this Agreement will not in any way operate to deny any right or remedy of the other Party, either at law or in equity, or to relieve a Party of any obligation to pay the sums due under this Agreement, or of any other obligation accrued prior to the effective date of termination.
- 16.3. Upon termination of this Agreement, Client agrees to cease any and all operational use of Teller and further agrees to delete all Teller software from the Client Infrastructure. CanAm agrees to make reasonable provision for an extract of Client's operational data from Client's Production Environment if requested by Client.
- 16.4. Teller is subject to the export control laws of the United States and other countries. Client may not export or re-export Teller software without the appropriate United States and foreign government licenses. Client must comply with all applicable export control laws and will defend, indemnify and hold CanAm harmless from any claims arising from Client's violation of such export control laws.

17. DISPUTES

- 17.1. CanAm and Client will both separately and jointly use diligent efforts to establish positive and ongoing communications both within and between their respective organizations. Key personnel within CanAm and Client will communicate regularly in order to review the status and priorities for the provision of services by CanAm and Client.
- 17.2. In the event of any dispute arising between CanAm and Client with respect to their rights and obligations under this Agreement, the Party feeling itself aggrieved will notify the other Party of the substance in writing of such grievance. Both parties agree to work in good faith and make all reasonable efforts to resolve the dispute, including, if necessary, escalating the dispute to:
- First level: the Project Manager of CanAm and the Project Manager for Client; and
 - Second level: the President/CEO of CanAm and the Chief Executive for Client.
- 17.3. In the event the grievance cannot be resolved to the mutual satisfaction of the parties within 30 calendar days, the Party feeling itself aggrieved may request mediation, based on the then-current commercial mediation rules of the American Arbitration Association. The award of the mediation body will be non-binding upon CanAm and Client.

Exhibit A.1

18. RELATIONSHIP OF THE PARTIES

18.1. Each of the Parties is an independent contractor. Nothing herein shall be construed to place the Parties in a relationship of principal and agent, partners or joint venturers, and neither Party shall have the power to obligate or bind the other Party in any manner whatsoever.

19. WAIVER

19.1. No failure or delay on the part of either Party to exercise any right or remedy hereunder will operate as a waiver of such right or remedy.

20. ASSIGNMENT AND SUCCESSION

20.1. This Agreement, including all of its rights and obligations created hereunder, shall not be assigned or transferred in any manner whatsoever (except upon transfer of majority ownership of a Party's business by merger, or consolidation, in which case the Agreement may be assigned to the succeeding owner) unless with the prior written consent of the opposite Party signed by an officer thereof, which consent will not be unreasonably withheld. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

21. NON SOLICITATION

21.1. Client agrees that for the duration of this Agreement, and for a period of one (1) year from the date of termination of this Agreement (or the date of termination of the final SOW if that date is later), it will not on its own behalf or on behalf of any other person or entity: (a) initiate contact for the purposes of hiring or contracting the service of, or (b) directly or indirectly solicit or induce for employment, or otherwise offer to hire or contract the services of, any employee, contractor or agent of CanAm who is directly related to the provision of services hereunder. Notwithstanding the foregoing, the provisions of this Section 21.1 shall not apply to the hiring of: (i) any individual who is hired as a result of responding to a general public "help wanted" type of solicitation by a Party; or (ii) any individual who, of his or her own volition, approaches, contacts, or solicits a Party for employment or other working arrangements and who such Party has not induced or solicited to make such approach, contact, or solicitation.

22. FORCE MAJEURE

22.1. Neither Party shall be under liability to each other by reason of non-performance or delay in performance of any obligation hereunder caused by Force Majeure, to the extent that non-performance or delay is attributable to such Force Majeure and only for the duration of the Force Majeure and the effect upon its ability to perform its obligation hereunder.

23. SEVERENCE

23.1. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision can be severed from this Agreement and all other provisions will remain in full force and effect.



24. INSURANCE

24.1. CanAm shall, at its own expense and without limiting liabilities under this Agreement, insure its operations under a contract of General Liability Insurance in an amount of not less than \$1,000,000 inclusive per occurrence, insuring against bodily injury, personal injury and property damage including loss of use thereof, and such other insurance as CanAm deems necessary in its sole discretion, to provide standard protections of its business.

24.2. CanAm shall provide Client with acceptable evidence of insurance upon request.

25. CURRENCY

25.1. Unless otherwise noted, all reference to payment amounts in this Agreement are in U.S. dollars.

26. GOVERNING LAW

26.1. This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of South Carolina. The parties irrevocably attorn to the jurisdiction of the courts of the State of South Carolina.

27. COUNTERPARTS

27.1. This Agreement may be executed in two or more counterparts, by facsimile or otherwise, each of which is an original, and all of which together constitute one and the same instrument, notwithstanding that all parties are not signatories to the same counterpart.

28. ENTIRE AGREEMENT

28.1. This Agreement, and any applicable attachments, SOWs, schedules, exhibits or other documents constitutes the entire agreement of the Parties with regard to the matters herein, and supersedes all other prior written or oral agreements, representations and other communications between the Parties. All terms of any order acknowledgement or other document provided by Client, including but not limited to any pre-printed terms thereon and any terms that are inconsistent, add to, or conflict with this Agreement, shall be null and void and of no legal force or effect. No modification of this Agreement is valid unless set out in writing by the Parties.

Can/Am Technologies, Inc.

Signature

Name

Title

Date

City of Columbia, SC

Signature

Name

Title

Date

APPROVED AS TO FORM

Legal Department City of Columbia, SC

2/23/2021

Exhibit A.2

Licensed Teller Interfaces and Users

License	Description	Quantity	Monthly Base Amount
Teller Standard License	Teller Standard License Package: • Production instance of Teller • Test instance of Teller • 5 Named User Licenses • Credit Processing Interface • Unlimited read-only users • General Ledger Export Interface Hosting and Support Services	1	\$2,548
* Additional Named Users @ \$50/month/user	Named User Licenses (total: 15 user licenses)	10	\$500
* Business System Interfaces at \$200/month/interface	Interfaces intended for: • Central Square A/R Invoice Payments • Hansen Utility Billing	2	\$400
Image Cash Letter License @ \$300 / month	For deposit of scanned checks to bank. <i>Note: Not included</i>	0	\$0
Check Recognition Processing License	For automatic read of check amount and number 0-15,000 check scans per year: \$150/mo. <i>Note: Not included</i>	0	\$0
Teller Online	Online portal for citizen payment through Teller for up to 60,000 payments per year. <i>Up to 120,000 online payments per year: \$1,000/mo</i>	1	\$500
Revenue (Deposit) Submission License @ \$400/month	Revenue Submission module with unlimited users of the Revenue Submission site. <i>Note: Not included</i>	0	\$0
Monthly Total	Pricing based on annual payment		\$3,948

Exhibit A.1

Annual Software as a Service Fees

License and all other fees are in US dollars and exclude any applicable taxes.

Time Period	Fee
Year 1 (March 16, 2021 through June 30, 2022)	\$59,220
Year 2 (July 1, 2022 through June 30, 2023)	\$47,376
Year 3 (July 1, 2023 through June 30, 2024)	\$47,376
Year 4 (July 1, 2024 through June 30, 2025)	\$48,797
Year 5 (July 1, 2025 through June 30, 2026)	\$50,261

Professional Services

All rates are in US dollars and exclude any applicable taxes.

Service	Rate
Professional Services Hours	\$170/hr

Exhibit B

Hosting Service Level Agreement

1. OWNERSHIP OF DATA

- 1.1. Regardless of the location of the hosting facility, Client will retain sole and complete, legal and beneficial ownership of its data stored on the Hosting Services Site.
- 1.2. CanAm's responsibilities and rights regarding Client data are solely restricted to the provision of services described in this Hosting SLA. CanAm may not make any other uses of Client data for any reason whatsoever, without the express written consent of Client, unless ordered to release such data by a court of competent jurisdiction.
- 1.3. Client may request return of any or all of its data at any time, for any reason, and CanAm will provide such data within a reasonable period of time, in native format.

2. OVERVIEW OF HOSTING SERVICES

- 2.1. CanAm is committed to providing secure, reliable and dedicated Hosting Services to Client. For maximum protection and value to Client, CanAm will contract with Amazon AWS for provision of a hosting facility in the United States. The following Service Level Agreements apply to the Amazon Services being contracted:
 - <https://aws.amazon.com/s3/sla/>
 - <https://aws.amazon.com/ec2/sla/>
 - <https://aws.amazon.com/rds/sla/>
 - <https://aws.amazon.com/cloudwatch/sla/>
 - <https://aws.amazon.com/elasticloadbalancing/sla/>
 - <https://aws.amazon.com/guarddduty/sla/>
 - <https://aws.amazon.com/inspector/sla/>
 - <https://aws.amazon.com/directoryservice/sla/>
 - <https://aws.amazon.com/lambda/sla/>
 - <https://aws.amazon.com/vpn/site-to-site-vpn-sla/>
- 2.2. CanAm reserves the right to change hosting providers to an alternate service providing comparable functionality, and meeting the standards in this document.
- 2.3. All hosting services will be provisioned from data centers located within the United States.
- 2.4. In return for Annual Software as a Service Fee from Client, CanAm will provide the following services to Client:

Service	Description
Secure Hosting Site	A secure hosting facility with 24/7 security control.
Internet Service Providers	A facility with stable network connectivity across North America. Internet services will be routed through multiple independent carriers to eliminate single-carrier points of failure.
Data and Service Redundancy	Redundant storage across multiple zones providing failover in the event of a catastrophic failure at the primary hosting site.

Software	Operating System, Database and Virus Protection software as required to run the Teller environments. CanAm will keep systems secure by keeping them up-to-date on security patches and security audits, and all Third-Party critical updates will be applied in a timely manner following Third-Party vendor notification.
Teller Software Updates	CanAm will test and install into the Teller system at the Hosting Services Site all updates to the Teller system and Teller Interfaces for Client-specific emergency bug fixes, as well as all Teller point, maintenance and patch Releases which are made available during the term of this Agreement.
Performance Monitoring	CanAm will monitor the performance of systems at the Hosting Services Site, to maintain system stability and performance. CanAm will provide patch management, event log management and system tuning. CanAm will review system logs on a weekly or as-needed basis.
Data Backups	Securing Client data against loss is a key provision within the SLA. Full backups will be performed on a regular basis.

3. AVAILABILITY COMMITMENT, ISSUE TRACKING, AND REMEDIES

- 3.1. While the Hosting Services Site availability will generally be expected to be 24 x 7 (except for scheduled or critical outages), the commitment of CanAm is to provide Hosting Services site availability during CanAm business hours (8:00 am – 6:00 pm Monday through Friday Mountain Time) for 99% uptime or better in a calendar month. Credits may be claimed only against loss of Hosting Services during CanAm business hours.
- 3.2. If CanAm during regular Client business hours fails to provide Hosting Services availability, as defined below, in any given calendar month, CanAm will issue a credit towards future Hosting Service Fees in accordance with the following schedule:

Hosting Services Site Availability	Credit Percentage (of monthly fee)
99.0% to 100%	0%
98.0% to 98.9%	2.5%
97.0% to 97.9%	5%
95.0% to 96.9%	7.5%
90.0% to 95.0%	25%
Below 90.0%	100%

- 3.3. Can/Am will provide a monthly report identifying any downtime in the previous month. Downtime will be calculated to the minute from the time it is first detected (by our monitoring or by Client report) until service is restored, during the guaranteed availability time period defined in 3.1. Downtime percentage is calculated as: $\text{Minutes of Downtime} / (\text{Daily Guaranteed Availability Minutes} \times \text{Number of Business Days in Month} - \text{Emergency Outage Minutes})$. Credits will be applied to the next billing cycle.
- 3.4. The total amount credited to Client for any given month under this Hosting SLA will not exceed the total Annual Software as a Service fee paid by Client for such month for the affected service. Except in cases of gross negligence, client specifically acknowledges and confirms that under no circumstances whatsoever will CanAm be liable for any incidental, indirect, exemplary, special or consequential damages of any



nature or kind, or any loss resulting from business disruption arising from any services covered under the terms of this agreement, regardless of the form of action, whether in contract, tort (including negligence), strict product liability or otherwise, even in the event that CanAm has been advised of the possibility of such damages.

3.5. Client will not receive any credits under this Agreement in connection with any failure or deficiency of CanAm Hosting Services caused by:

- **Scheduled Maintenance** – Time allocated for scheduled monthly maintenance or critical updates of servers and other CanAm equipment will not be considered “down time” as used in the calculation of Hosting Services availability described in Section 3.2 of this Hosting SLA. Maintenance will be scheduled for outside of Client Business hours specified in Section 3.1 of this Hosting SLA. The schedule for regular monthly maintenance windows will be provided to the Client at least 4 weeks prior. Except for emergencies, maintenance outages will be communicated via e-mail to the Client at least 2 business days in advance of any such outage.
- **Client Equipment** – Client is solely responsible for maintaining all Client equipment not at the Hosting Services Site and for ensuring that such equipment is in proper working order, has the correct software installed, and has the ability to connect to the CanAm Hosting Services for the exchange of data.
- **Client ISP Provider** – Client is solely responsible for maintaining all Client connections with local Internet Service Providers (ISPs) and for resolving any problems that might arise with local ISP connections.
- **Internet Outages** – CanAm is not responsible for Internet outages (including ISP peering) that may make CanAm Hosting Services appear inaccessible when others can still access it.
- **Client Acts or Omissions** – including acts or omissions of others engaged or authorized by Client, including, without limitation, any negligence, willful misconduct, or use of the Hosting Services in breach of the terms and conditions of this Hosting SLA.
- **Force Majeure**



CAN/AM TECHNOLOGIES

Exhibit C: Statement of Work

City of Columbia, SC

Teller Implementation Project



Exhibit C: Statement of Work – Teller Implementation Project

City of Columbia, SC

February 12, 2021

Overview

This Statement of Work (“SOW”) is issued pursuant to the Teller Software as a Service agreement (the “Agreement”) between the City of Columbia (“Client”) and Can/Am Technologies, Inc. (“CanAm”). The SOW describes the scope and pricing of services and optional components of the Teller implementation project.

The City of Columbia is procuring Teller, a web-based system which will provide Centralized Cashiering for the City. Teller integrations with IFAS (Central Square), Banner (Hansen) and Value Payment Systems (credit) are included in the scope of services. Online payments will be provided by Teller Online with credit and eCheck processing through SC.Gov.

This Project has a fixed-price cost of **\$103,650** for professional services (not including optional items), in addition to the SaaS licensing costs as specified in the Teller SaaS Agreement. All hardware required for printing, scanning, and credit card processing is the responsibility of the City. Professional Services costs are fixed costs and payable as per the **Payment Milestones** section in this document.

The schedule will be discussed with the Client project team at the Project Kick-off meeting before a final schedule is established and will be contingent on several factors including Client staff availability and resources.



Exhibit C: Statement of Work – Teller Implementation Project

City of Columbia, SC

February 12, 2021

Contact Information

Can/Am Technologies President: Joshua Langemann

- Direct Phone: 303-847-4684
- E-mail: joshua@canamtechnologies.com

Teller Project Manager: Jacqueline Daily-Malysa

- Direct Phone: 720-930-4056
- E-mail: jacqueline@canamtechnologies.com

Can/Am Technologies Information:Mailing Address:

1726 Cole Blvd, Suite 210
Lakewood, CO 80401

Telephone:

1-844-583-5537 – toll-free



Exhibit C: Statement of Work – Teller Implementation Project

City of Columbia, SC

February 12, 2021

Scope of Service Deliverables

Payment for each milestone will be due upon successful completion of the deliverable acceptance criteria as defined by **Acceptance Criteria** below.

The implementation project includes project planning, project management and project administration services to execute the Project successfully within the stated timelines and budget. The scope includes the project kickoff, Teller setup/configuration, development/testing of all integrations, standard reporting, training, and UAT/Go-live support. The stated Target Month may be adjusted once an approved project timeline is completed.

Provision of Hosted Software Environments and Licensing

- Provision of the latest generally released version of the Teller cashiering/point-of-sale software
- Provision of Test Teller tenant for Client, for the purpose of testing and training
- Provision of online Teller production tenant for Client
- Provision of all licensed Teller production users and software components, as defined in the Agreement.

Target Month	Milestone	Description	Acceptance Criteria	Payment
March 2021	Project Initiation	50% of services fees upon contract execution (excluding monthly project management fees).	Execution of contract	\$47,325
April 2021	Kickoff Meeting, Analysis Workshops, and Configuration	Teller Kickoff meeting with implementation team members to provide project overview and demonstration of Teller. Analysis workshops for configuration of Teller software. Completion of initial Teller Configuration and Setup based on Workshops. Note that due to COVID, this may take place remotely. If providing on-site meetings, travel will be billed at cost.	CanAm has completed workshops, shared the resulting decisions, and performed initial Teller configuration. Key standard reports are demonstrated.	\$8,600



Exhibit C: Statement of Work – Teller Implementation Project

City of Columbia, SC

February 12, 2021

May 2021	Interface Specifications	Interface specifications for all third-party interfaces. - Hansen CIS(Utility Billing) - Central Square IFAS 7.9 (Financial System) - Value Payment Systems credit (Credit Card Processing) - SC.Gov (Online Payments) Note that due to COVID, this may take place remotely. If providing on-site meetings, travel will be billed at cost.	CanAm has delivered Interface Specification documents based on information gathered with Client on each interface. Interfaces included: Central Square (Finance), Hansen (Utility Billing), SC.gov (Online Payments), Value Payment Systems (Credit Card Processing).	\$6,450
June 2021	IFAS 7.9 Finance Interface	Development of Teller interface to IFAS 7.9.	CanAm has demonstrated working integration in Client Test environment.	\$2,150
July 2021	Hansen CIS Utility Billing Interface	Development of Teller interface to Hansen Banner.	CanAm has demonstrated working integration in Client Test environment.	\$4,300
July 2021	Lockbox Import to Teller	Services to analyze, implement and test import from City's Lockbox File Format into Teller. Lockbox import will create a Teller Session with individual Payments against Banner accounts.	CanAm has demonstrated working integration in Client Test environment.	\$2,600
August 2021	Credit Interfaces	Development of Teller interface to Value Payment Systems and SC.Gov.	CanAm has demonstrated working integration in Client Test environment.	\$4,300
August 2021	Teller Online Configuration	Configuration of The Teller Online Portal.	CanAm has demonstrated configured system in Client Test environment with integration to SC.Gov.	\$4,300
August 2021	Custom Report	Analysis, design, and development of moderate complexity custom report. Configuration of report in Client environment. Moderate Complexity is a report similar in field count and layout elements to the Teller Report of Collections or the Teller Close Out Report.	CanAm has demonstrated working report in Client Test environment.	\$1,725
September 2021	Training	Delivery of final configuration. Training preparation and on-site	Training has been completed.	\$8,600

Attachment: CanAm Professional Services Agreement FINAL (6535 : Teller Software Implementation and Annual Licensing Fees)



Exhibit C: Statement of Work – Teller Implementation Project

City of Columbia, SC

February 12, 2021

		delivery of setup and three training sessions: 1. Teller Usage training 2. Teller Configuration training 3. Teller Online configuration/support Training Travel will be billed at cost. Alternately training can be provided remotely if necessitated by COVID concerns.		
September 2021	UAT	Remote support for Client's User Acceptance Testing.	CanAm has resolved any High or Critical priority issues raised during agreed-upon UAT period. All critical Client business functionality has been passed/verified in the Teller system.	\$2,150
October 2021	Go Live	Provision Teller Production environment. Provide 2 days of on-site go live support by a Teller technician(COVID dependent). Travel will be billed at cost and adhere to GSA standards. Alternately go live support can be provided remotely if necessitated by COVID concerns.	Teller is utilized in Production by Client for two days with all in-scope functions operational and any High or Critical priority issues resolved in Production to Client satisfaction.	\$2,150
Monthly	Project Management Monthly	Plan and oversee all aspects of the Teller implementation project to meet the Client's project goals on time and within budget.	\$1,500 per month of project, starting with Project Kickoff and culminating with Go-Live. Estimated at 6 months.	\$9,000
				\$103,650

Attachment: CanAm Professional Services Agreement FINAL (6535 : Teller Software Implementation and Annual Licensing Fees)



Exhibit C: Statement of Work – Teller Implementation Project

City of Columbia, SC

February 12, 2021

Optional Items

Item	Description	Price
Additional Custom Report	Analysis, design, and development of moderate complexity custom report. Configuration of report in Client environment. Moderate Complexity is a report similar in field count and layout elements to the Teller Report of Collections or the Teller Close Out Report.	\$3,450
Additional On Site Support Trip	Provide 2 days of on-site support by a Teller technician. Travel will be billed at cost in addition to quoted price.	\$2,552
Image Cash Letter Interface	Services to analyze, implement, and test an Image Cash Letter interface to the City's bank. Note that ICL interface SaaS fee and check recognition (if desired) fees will apply per SaaS Agreement Exhibit A.	\$4,500

Optional Estimated Travel Costs

Item	Description	Estimated Total
Travel (4 trips)	Actual costs billed monthly if incurred in a given month	\$15,550

Pricing Terms

- All quoted pricing is in US dollars and exclusive of any applicable taxes.
- All deliverables will be invoiced Net 30 days upon of the earlier of acceptance of the deliverable by Client or expiration of acceptance period after completion of deliverable.
- Project Management will be billed monthly for the duration of the project upon completion of each month until final acceptance.



Exhibit C: Statement of Work – Teller Implementation Project

City of Columbia, SC

February 12, 2021

Hardware Options

Check Scanners are required for the Client to capture check images as part of taking payments, for ICL remote deposit and research purposes.

Electronic Cash Drawers are only required if it is important that Teller manage the opening and logging of cash drawer access.

Item	Model	Unit price	Quantity	Total
Receipt Printer	Epson TM-M50 POS Receipt Printer	\$250	0	\$0
Receipt Printer with Validator	Epson TM6000V-054	\$718	0	\$0
Check Scanner	Digital Check CheXpress CX30	\$406	0	\$0
Option: Multi-Check Scanner	Digital Check CheXpress TS-240, 50 DPM, 100 document feeder with ink jet endorser <i>Note: other models and options available</i>	\$784	0	\$0
Option: Fast Multi-Check Scanner	Digital Check CheXpress TS-500, 150+ DPM, 100 document feeder, ink jet endorser	\$1,378	0	\$0
Cash Drawer	APG Series 4000 Electronic Cash Drawer with Multi-Pro interface cable.	\$292	0	\$0
Barcode Scanner	Honeywell Barcode Scanner - USB with Stand	\$227	0	\$0



Exhibit C: Statement of Work – Teller Implementation Project

City of Columbia, SC

February 12, 2021

Assumptions

- All deliverables are provided on a fixed price basis; with the exception of travel.
- The travel and accommodation costs necessary to deliver the scope of this effort described in this document will be billed based on actual travel costs.
- First year of hosting/licensing will be invoiced per the Teller Software as a Service Agreement.
- Usage training is on a “train the trainer” basis, designed to enable the Client’s key users to train existing and future staff on Teller.
- Credit Processing functionality assumes integration with Value Payment Systems, and that Value Payment Systems will provide an appropriate API to enable Teller to communicate in a PCI “semi-integrated” manner.
- City to acquire all credit terminal equipment from Value Payment Systems or the City’s merchant processor.
- Teller Online Payment Processing functionality assumes integration with SC.Gov, and that SC.Gov will provide an appropriate API to enable Teller to communicate in a PCI “semi-integrated” manner.
- Client staff will be available when required. Delays caused by lack of access may impact cost and schedule.
- Client will provide remote access to the interfaced business systems as required by CanAm for development and testing of integrations.
- For all business application interfaces, Client will obtain and provide the Teller implementation team with all API specifications and/or database connections and a dev/test environment suitable for configuration and testing of the interfaces. Where a test environment is not available, Client will provide a technical resource that will provide sample input data and validation of all output batch files.

Client Responsibilities

- Provide current cashiering process documentation, including copies of any forms or receipts used.
- Provide mandatory cash management controls required.
- Provide list of items for sale with applicable price & account strings.
- Identify and provide subject matter experts to collaborate with CanAm.
- Attend analysis, demonstration, and training sessions.
- Create user acceptance testing scenarios and plans.
- Provide training to end users prior to go live.
- Acquire and set up all POS peripheral hardware and Credit Terminals.
- For all business application interfaces, obtain and provide the Teller implementation team with all API specifications and/or database connections and a dev/test environment suitable for development of the interfaces.



Project Approach

Deliverable Acceptance

Upon completion of a deliverable in accordance with the deliverable Acceptance Criteria, documented above, CanAm will request approval of the deliverable from the Client Project Manager. This includes UAT.

The process of deliverable acceptance allows the project teams and other project stakeholders to confidently move the project forward knowing that key deliverables have been completed to the satisfaction of both parties.

In the event that the Client Project Manager will not approve a deliverable following a Deliverable Acceptance Request from CanAm, Client agrees to deliver to CanAm a comprehensive and specific list of reasons for the withholding of deliverable acceptance. The list will be delivered within 5 business days after CanAm requests deliverable acceptance. CanAm will work to resolve the issues holding up acceptance. Client agrees not to unreasonably withhold deliverable acceptance. CanAm will deem a given deliverable accepted if no material issues are communicated within 5 business days of a request for acceptance, and proceed with invoicing. The acceptance time period may be extended upon agreement between the Client and CanAm Project Managers.

Scope Management

Scope management is a joint responsibility of the CanAm Project Manager and the Client Project Manager. The project team naturally plays a significant role in the management of scope and ultimately the success of the project.

The change control process is initiated when CanAm and/or Client determine that a change is required to the current **scope** or **schedule** baseline at the time the change is identified. Changes to the project scope, schedule and costs will be documented and agreed to using Change Request forms executed by the Client Project Manager and the CanAm Project Manager.



Exhibit C: Statement of Work – Teller Implementation Project

City of Columbia, SC

February 12, 2021

Warranty

1. CanAm represents and warrants that:
 - a. it will perform the Services in a professional manner. This includes taking in good faith all reasonable measures to achieve the results described in the Statement of Work;
 - b. the Deliverables created by CanAm in connection with this Agreement will conform to the terms and specifications provided herein;
 - c. it will not unreasonably delay deliverables beyond the estimated completion months set forth above, and it will immediately inform Client of any delays;
 - d. it has the full power and authority to enter into this Agreement, to carry out the obligations under this Agreement and to grant to Client the rights granted hereunder.
2. Unless otherwise directed by Client, CanAm will commence the Services at the time specified in the Statement of Work or as otherwise agreed by the Parties. Unless otherwise specified by Client, the Services will continue without interruption, and the Services will be completed, and the Deliverables will be provided within the time specified. Notwithstanding the foregoing, Client acknowledges that CanAm's performance of this Agreement is dependent in part on Client's actions and that any dates or time periods relevant to the performance of this Agreement by CanAm will be appropriately extended to account for any delays caused by Client's actions or omissions or failure to perform any of its obligations pursuant to this Agreement. Furthermore, if such failure remains uncorrected after the receipt by Client of a notice with respect to any such failure, CanAm may charge Client all reasonable costs and charges sustained or incurred by CanAm (at CanAm's then current hourly rates) for additional time and materials expended by CanAm as a result of any delay(s) associated with such failure.
3. CanAm warrants the Services provided under this Agreement for a period of ninety (90) days after go-live.





Vendor Security Questionnaire

Purpose: This Vendor Security Questionnaire requests information concerning a Cloud Service Provider (the Vendor), which intends to provide to the City of Columbia any or all of the following services: Software as a Service (SaaS); Platform as a Service (PaaS); and Infrastructure as a Service (IaaS).

Note/Instructions:

SaaS, PaaS and IaaS are each a 'cloud' servicing model, in which software and database applications, computer network infrastructure and/or computer hardware/software platforms is/are hosted by the Vendor and made available to customers interconnected to a network, typically to the Internet.

This Questionnaire is for the sole use of the intended Vendor and may contain confidential information of individuals and businesses collected, stored, and used the City. Any unauthorized collection, storage, use, review or distribution may be prohibited by South Carolina and/or Federal laws. If you are not the intended recipient of this Questionnaire, please contact the sender by e-mail and destroy all copies of the Questionnaire.

The Vendor shall provide answers to the questions or information to the requests provided below.

In the event that the Vendor determines that it cannot meet the City's security and or privacy requirements, the Vendor may submit a request for an exception to the City's requirements and propose alternative countermeasures to address the risks addressed in this Questionnaire. The City's Chief Information Officer may approve or reject the exception request, depending on the risks associated with the exception request.

Vendor Information:

Vendor Organization Name	Can/Am Technologies, Inc.
Address	1726 Cole Blvd., Unit 210, Lakewood, CO 80401
Information Security Contact Person Name	Joshua Langemann
Email	Joshua@Canamtechnologies.com
Phone	303-847-4684
Date this Questionnaire Completed	1/14/2021

1.0 BUSINESS PROCESS AND DATA EXCHANGE REQUIREMENTS

**DEPARTMENT of INFORMATION TECHNOLOGY**

1401 Main Street, 10th Floor
Columbia, SC 29201

Exhibit D

11.a

Tel: 803-737-4210

Fax: 803-737-4228

	Question	Response from the Solution Provider	Additional Information
1.1	Please provide a detailed description of the Solution Provider's business process that will be offered to the City, as this relates to the proposed requirements of the City's RFP or other business requirements	Can/Am offers a comprehensive suite of software applications that allows for your agency to streamline, modernize, and simplify the entire Cashiering process, including; Point of Sale, back office and online processes. Can/Am's Teller Cashiering Solution is in use at several cities and counties across North. Teller's utilization of the latest technology has allowed us to create rich API and plugin capability to seamlessly integrate with a multitude of software applications.	
1.2	Has the Solution Provider adopted and implemented information security and privacy policies that are documented and conform to ISO 27001/2 – Information Security Management Systems (ISMS) Standards or NIST 800-53 (National Institute of Standards – NIST Special Publication (SP) 800-53 Revision 4, Security and Privacy Controls for Federal Information Systems and Organizations) Please provide proof of certification	Can/Am has laid out and follows security controls on which we are audited under SOC2. Can/Am engages a third-party audit firm to perform an annual SOC 2 audit for Can/Am and the security of our Teller solution. Please see attached Attestation Letter. In addition, Teller Cloud utilizes the services of AWS, a subservice organization listed in our SOC2 report. AWS provides a high degree of certification of privacy policies and standards for the hosted environment.	
1.3	What data exchange will occur between the City and the Solution Provider? What data will be stored at the Solution Provider's or other third party's data storage location?	The diagram in 2.5 depicts the structure and interaction of the Teller server and browser client components. The Browser client connects to the Teller Cloud service over HTTPS (TLS 1.2 enforced). The Device Connector also connects to the Teller Cloud service and manages attached devices via the drivers installed on the Windows PC.	

**DEPARTMENT of INFORMATION TECHNOLOGY**

1401 Main Street, 10th Floor
Columbia, SC 29201

Exhibit D

11.a

Tel: 803-737-4210

Fax: 803-737-4228

		Data stored by Teller includes records of payments, balancing information, and configuration of the Cashiering solution. Depending on the modules installed, Teller can capture and temporarily store encrypted check images for bank deposit. No PCI credit card data is stored or transmitted by Teller. All data is stored in encrypted RDS databases within Amazon Web Services (AWS). Teller also provides SFTP access if desired for download or upload of interface files for integration between Teller and City applications. Teller's REST API endpoint provides HTTPS (TLS 1.2 enforced) access to Teller from the City, primarily used for interface purposes.	
1.4	What mechanism and/or what types of tool(s) will be used to exchange data between the City and The Solution Provider? Example: (VPN, Data Link, Frame Relay, HTTP, HTTPS, FTP, FTPS, etc.)	See 1.3; HTTPS and SFTP (SSH) are standard. We can implement a site-to-site VPN if requested by the City.	
1.5	What types of data storage work in progress storage and backup? storage is present or will be required at the Solution Provider's site?	Backups are provided by AWS Backup and RDS Backup services. Backups are copied to a Disaster Recovery region at least nightly.	
1.6	Is e-mail integration required between the City and the Solution Provider? Example: The provision of services may require the City to provide the Solution Provider with an e-mail account on the City's exchange server.	Email integration is an option utilized by most Teller clients. Our normal practice is to use a DKIM key to set up email with the City's exchange server, enabling Teller to send email using a City email address (either existing or new).	



1.7	Has the Solution Provider ever been subjected to either an electronic or physical security breach? Please describe the event(s) and the steps taken to mitigate the breaches. What damages or exposure resulted? Are records of breaches and issues maintained and will these records be available for inspection by the City?	Can/Am has put in a number of security levels to guard against breaches and ensure that we are notified of anomalous activity. To date, Can/Am has never experienced any type of breach. Our policy is to notify clients of any confirmed breach impacting the client's data environment.	
1.8	What are the internet and the browser security configurations for the cloud application?	Client PCs must be enabled with outbound access over 443 to the Teller cloud endpoints provisioned for the City.	

2.0 APPLICATION/SOLUTION CONFIGURATION

#	Question	Response from The Solution Provider	Additional Information
2.1	What is the name of the application(s) that the Solution Provider will be hosting in order to provide services to the City? (List all)	Can/Am's Cashiering Solution is called Teller.	
2.2	What functionality will be provided to the City's employees or the City's customers or other recipient of City services through the application?	Teller enables City staff to automate the back office and customer service cashiering staff with an application that: - Records payments - Queries City systems for records to pay - Posts or exports payments for those systems - Scans checks	

**DEPARTMENT of INFORMATION TECHNOLOGY**

1401 Main Street, 10th Floor
Columbia, SC 29201

Exhibit D

11.a

Tel: 803-737-4210

Fax: 803-737-4228

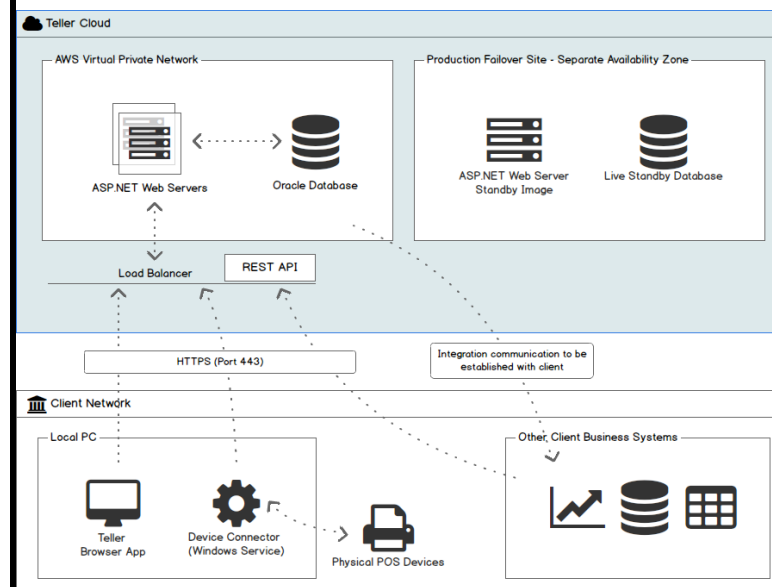
		- Deposits checks to the bank - Manages cash / credit transactions If Teller Online is implemented, this module will enable the City's customers to make payments using an online mobile/web portal.	
2.3	Will the Solution Provider use a subcontractor and/or a third party service provider? (List all). If yes, then what data privacy and information security agreements are in place between the Solution Provider and any subcontractor/third party to ensure appropriate and accountable treatment of information?	All implementation and support services are provided by Can/Am Technologies. The Teller Cloud uses services from Amazon Web Services, considered a "Subservice Provider" of Can/Am, and subject to the many security certifications that AWS holds.	
2.4	Does the Solution Provider's ensure segregation of the City's data(Provide detail)	Yes, Teller Standard is architected to segregate each client's data by using separate data files and sets of database tables for each tenant. For each client environment, there is a distinct set of user ids, database schema owners, tables, tablespaces, and data files, enabling full segregation of stored data. Each tenant's web infrastructure is deployed as a separate site with its own configuration. In addition to the isolation that this provides, the architecture allows for patches and upgrades to be applied independently to each tenant without affecting other tenants.	
2.5	Describe the Solution Provider's server and network infrastructure. Please provide server and network infrastructure deployment topology, including data flow architecture, including but not limited to security management applications etc.	Below is a diagram showing how the Client and Teller Cloud infrastructure interact. The Teller team is constantly reviewing security and engages with AWS and security consultants to review and revise our security infrastructure. Here is a list of some of the security management services that we utilize. AWS services for network infrastructure, including:	



- VPC
- Security Groups with Ingress and Egress rules
- Access Control Lists
- Redundant and secure subnets
- WAF for public-facing components

For monitoring and notification to Teller Client Care, AWS GuardDuty, Inspector, and CloudWatch.

The Teller Cloud is also protected by TrendMicro Deep Security agents on each host, providing virus protection and other security measures.

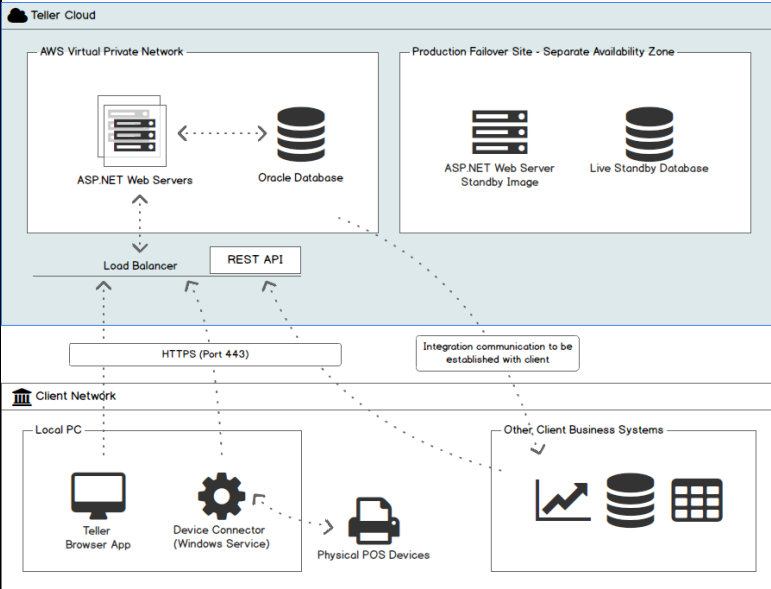


2.6 Please provide solution architecture, secured data flow to support business processes, etc.)

See diagram above showing how the primary Teller Cloud components interact.



3.0 DATA PROTECTION

#	Question	Response from the Solution Provider	Additional Information
3.1	What will be the medium of data exchange between the City and Solution Provider?	Data exchanged between the Teller Cloud and the City is through HTTPS (TLS 1.2) or SFTP (SSH).	
3.2	How will the data be kept secure during the data exchange process? Example: (VPN, Data Link, Frame Relay, HTTP, HTTPS, FTP, FTPS, etc.) Provide Diagram	All data transfer uses encrypted transport technologies (TLS, SSH) See overview infrastructure diagram below.  The diagram illustrates the Teller Cloud infrastructure. It is divided into two main sections: 'Teller Cloud' and 'Client Network'. The 'Teller Cloud' section is further divided into an 'AWS Virtual Private Network' and a 'Production Failover Site - Separate Availability Zone'. The AWS VPC contains 'ASP.NET Web Servers' and an 'Oracle Database'. The Production Failover Site contains an 'ASP.NET Web Server Standby Image' and a 'Live Standby Database'. A 'Load Balancer' is positioned between the AWS VPC and the Production Failover Site. A 'REST API' is shown below the Load Balancer. The 'Client Network' section includes a 'Local PC' with a 'Teller Browser App' and a 'Device Connector (Windows Service)', and 'Other, Client Business Systems' which include a 'Physical POS Device'. Arrows indicate data flow: from the Local PC to the Device Connector, then to the REST API, then to the Load Balancer, and finally to the ASP.NET Web Servers in the AWS VPC. A dashed arrow also points from the REST API to the Live Standby Database in the Production Failover Site. A box labeled 'HTTPS (Port 443)' is shown between the Client Network and the Teller Cloud. A note states 'Integration communication to be established with client'.	
3.3	How will the City's data be kept physically and logically secure at the Solution Provider's preferred storage location? Is there Backup Power? Example: Locked storage, Digitally, Encrypted etc.	All Teller data is stored by AWS using their secure and worldclass infrastructure. Physical access to servers is controlled by AWS and logical access is a joint responsibility between AWS and Can/Am, subject to our security controls. Teller's AWS infrastructure is all redundant across multiple Availability Zones, including	

**DEPARTMENT of INFORMATION TECHNOLOGY**

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Columbia, SC 29201

Exhibit D

11.a

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		database data which is encrypted and replicated automatically to a redundant live database.	
3.4	What application level protections are in place to prevent the Solution Provider's or a subcontractor/third party's staff member from viewing unauthorized confidential information? For example, encryption, masking, etc.	Encryption is performed on confidential data elements such as check images and MICR data, within the application layer. Standard AES-256 encryption using multi-part keys is performed to ensure the security and integrity of the data. In addition to this encryption, all data is encrypted in the AWS hosted databases while at rest. On check images viewable by end users, the MICR information is masked. No credit card data is stored or transmitted by Teller.	
3.5	What controls does the Solution Provider exercise over the qualification and performance of its team? Of the Subcontractor's/third party's team(s)? (For example, criminal background verification prior to employment, providing security training after employment and managing	Our SOC2 report, available upon request, documents many of the controls that Can/Am implements to ensure that team members are qualified and perform based on our security standards. Security training, technical assessments during interviews and criminal record checks are some of the controls in place.	

4.0 DATA BACK-UP and RETENTION

#	Question	Response from the Solution Provider	Additional Information
4.1	What are the Solution Provider's method(s) used to keep data secured during the data backup process?	Backups are performed using AWS Backup and RDS Backup. These backup methods encrypt the backup using a key managed by the AWS Key Management Service, in addition to the core resources being backed up.	
4.2	Is the Solution Provider's encryption technology used to encrypt all or	All data is encrypted at rest and in transit.	

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	selective data?		
4.3	What types of storage media will the Solution Provider use for data backup purposes? For example, Tape, Hard Disk Drive or any other devices.	Backup data is managed by AWS and stored in S3 backup and snapshot vaults.	
4.4	Are the Solution Provider's backup storage devices encrypted? If 'yes,' please provide encryption specification, with type of encryption algorithm and detail process of encryption handling. If 'no,' provide a detailed description (with processes, tools and technology) to keep data secured during the back-up process.	Backup data is managed by AWS and encrypted and stored in S3 backup and snapshot vaults. AES-256 encryption is performed by AWS using keys managed in their Key Management Service.	
4.5	What is the Solution Provider's standard data retention period? The City's Policy for data retention is seven years.	Can/Am retains data for an unlimited period of time or until requested by the City to purge old data.	
4.6	Are the data backup storage media at the Solution Provider's location	No, backup data is managed by AWS and encrypted and stored in S3 backup and snapshot vaults. Our backups are configured to automatically copy to geographically separate region of the USA.	
4.7	If the Solution Provider's backup storage devices are stored with another company, please provide contact information What guarantee security compliance from these Solution Providers	Backup data is managed by AWS and encrypted and stored in S3 backup and snapshot vaults. We review the AWS SOC2 report, which lists security controls employed by AWS, annually as part of our SOC2 audit.	



4.8	What is the media transfer process (I.e. The lock box process used to send tapes off-site)	Backup data is managed by AWS and stored in S3 backup and snapshot vaults.	
4.9	What is the backup data storage media receipt and release authorization process?	Backup data is managed by AWS and stored in S3 backup and snapshot vaults. Authorized Can/Am users can access the backup data to restore database data and server configuration through our change management process.	

5.0 ACCOUNT PROVISIONING AND DE-PROVISIONING

#	Question	Response from the Solution Provider	Additional Information
5.1	What is the account provisioning process?(Example: how are users accounts created and managed?)	During the implementation project, Teller implementation staff set up initial client accounts based on information from the City. Authorized City staff then utilize the Teller Admin application to create, assign security, and remove City staff from the Teller environment. Teller includes a set of predefined and fully configurable Security Privileges. These privileges are assigned to Roles using the Teller Configuration web application. Roles are in turn assigned to users, enabling fine-grained control over the security granted to each user. Alternately if Active Directory integration is implemented for Single Sign On, Teller can automatically set up user accounts with role-based permission based on Active Directory groups. Teller will re-evaluate these roles each time a user logs on, ensuring that changes made in AD are automatically reflected	



		in Teller, and users removed from AD no longer have any access in Teller.	
5.2	What is the account removal process?	Authorized City administrators utilize the Teller Admin application to create, assign security, and remove City staff from the Teller environment.	
5.3	What is the account de-provisioning/removal process? Example: how are users accounts created and managed?)	Authorized City administrators utilize the Teller Admin application to create, assign security, and remove City staff from the Teller environment.	
5.4	How will the City's employees gain access to required application(s)?	City employees access Teller using the provided browser applications depending on their security roles: Teller App, Teller Config, and Teller Admin.	
5.5	Does the application(s) have the capability to restrict access only from the City's Network? Explain technology used (IP list, geofence, etc.)	Yes, our standard practice is to restrict access to the City's Teller "tenant" environments based on IP whitelisting to IP addresses and blocks provided by City IT.	

6.0 PASSWORD MANAGEMENT

#	Question	Response from the Solution Provider	Additional Information
6.1	The Solution Provider's application must comply with City's password policy: City of Columbia systems force expiration of network account passwords every 60 days. Users will be prompted to change their	Teller's default password rules require complexity and expire passwords based on configured password rules. By default, Teller expires passwords after 90 days and does not allow the last 4 passwords to be used, but these policies are updated based on an IT meeting during the Teller implementation project to meet City requirements. Note that if Active Directory is used for Single Sign On, password management will be provided by Active Directory	

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	password 15 days prior to password expiration. City of Columbia systems retain a history of three passwords. This means that the last three passwords cannot be reused. When the password is changed, the account owner must create a password that is different from the last three passwords. IT strongly encourages account owners to avoid reusing old passwords. Users can only change passwords once in a 24-hour period.	for any AD user accessing Teller.	
6.2	It must be at least six characters in length. (Longer is generally better). 1. It must contain at least one alphabetic and one numeric character to meet the complexity rules. 2. It must contain upper and lowercase characters. 3. It must be significantly different from previous 3 passwords. 4. The system will only allow one password change in 24 hours.	Teller's default password rules are: • 8-30 characters • at least 1 number • at least 1 letter • at least 1 special character • must not be too simple (e.g. <i>welcome1</i> or <i>account1</i>) • must not contain the word <i>oracle</i> • must not contain the double-quotation character (") • last 4 passwords cannot be reused These rules can be modified based on input from City IT during the Teller implementation project. Note that if Active Directory is used for Single Sign On, password management will be provided by Active Directory for any AD user accessing Teller.	
6.3	Does the Solution support LDAPS	Teller supports authentication through Microsoft Active	

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	or Active Directory integration for login credentials?	Directory, providing single sign-on access to Teller. As well, with Teller's automatic role sync feature, user security in AD is automatically inherited by Teller, allowing security roles to be assigned entirely via AD groups. The Teller Configuration web application enables the definition of roles in segregated "Teller Systems", enabling different departments to deploy independently secured systems based on their configuration needs. Each system role is defined with specific fine-grained Teller security features and mapped to AD groups for automatic assignment.	
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▪ tel: +1 (720) 330 7201
email: info@linfordco.com
www.linfordco.com

April 13, 2020

Can/Am Technologies, Inc.
7114 W Jefferson Avenue, Suite 200
Lakewood, CO 80235

Type I SOC 2 Attest Examination

Can/Am Technologies, Inc. contracted with Linford & Company LLP, a Certified Public Accounting firm, to perform a Type I SOC 2 Audit for their Teller Cashiering SaaS platform provided to their clients. The Type I SOC 2 examination is complete and covered the trust services criteria relevant to security set forth in TSP section 100, *2017 Trust Services Criteria for Security, Availability, Processing Integrity, Confidentiality, and Privacy* (AICPA, *Trust Services Criteria*). The scope of the security or common criteria included:

- Control Environment
- Communication and Information
- Risk Assessment
- Monitoring
- Control Activities
- Logical and Physical Access
- System Operations
- Change Management
- Risk Mitigation

The Type I SOC 2 report is as of March 31, 2020 and has a clean opinion. This letter is not intended to be a substitute for the report.

linford&co llp



We Are Columbia

MEETING DATE: March 16, 2021

DEPARTMENT: Procurement and Contracts

FROM: Sandra Middleton, Purchasing Agent

SUBJECT: Council is asked to approve the Purchase of a 2020 Peterbilt 28-Yard Front Loader Refuse Truck for the Solid Waste Division, as requested by Fleet Services Division. Award to Carolina Environmental Systems, Inc., using the Sourcewell Cooperative Contract in the amount of \$266,800.00. This vendor is located in Kernersville, NC.

REQUISITION NO.: R209537

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment - Capital (6308972-658500). The original budget amount is \$266,800.00.

CLEAN WATER 2020?: No

FOCUS AREAS: Economic Prosperity - Endless Possibilities

We respectfully request Council's approval for this purchase using the Sourcewell Contract #081716-THC Vendor, Carolina Environmental Systems, Inc., at the following cost.

2020 Peterbilt Refuse Truck	
Body and Chassis	\$ 266,800.00
SC State Taxes*	\$ 0.00
PO Total	\$ 266,800.00

*Per the quote provided by Carolina Environmental Systems, Inc. the City of Columbia will pay the \$500.00 vehicle tax directly to SC/DMV.

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

ATTACHMENTS:

- Carolina Environmental Systems Inc Quote (DOC)

- 091219-THC - Price Information_0 (PDF)
- Sourcewell Heil Contract RFP# 091219 (PDF)
- Heil Half Pack (PDF)
- 2020 Peterbilt (PDF)

Carolina Environmental Systems, Inc.
306 Pineview Drive / Kernersville, NC 27284
2701 White Horse Road / Greenville , SC 29611
500 Lee Industrial Blvd / Austell , Georgia 30168
(800) 239-7796

March 1 , 2021

Mr. David Knoche
Fleet Management
 2910 Colonial Drive
 Columbia, South Carolina

Dear David ,

We are pleased to quote to you the following **Heil Full Eject 28 Yd Front Loader (40 Yds w/ 12 Yd Hopper)** per the standard factory specifications and attached brochure. the Heil body will have the following :

1. Factory Mounting
2. FMPTO
3. **Grote Smart Lights**
4. **Side Assist Body Lights**
5. **Roof Access Ladder**
6. **3rd Eye Camera System and In- Cab Monitor**
7. **3rd Eye Hopper Camera**
8. **Hopper Worklight Kit**
9. **Strobe Light @ Tailgate**
10. **Dupont 5000 Paint per White to match Peterbilt Cab**
11. **20# Fire Kit**
12. **Hydraulic Cab Protector Jack Kit / Manual Type**
13. Cavity Coat and Joint Sealer
14. Safety Triangle Kit
15. **12 Month Body Warranty**
16. Body Undercoating
17. Remote Packer Lube Kit
18. Severe Duty Wear Bar Kit
19. Shovel Kit -Back of Packer blade
20. LED Body Lights
21. IFM Controller
22. Joystick In-Cab Air Controls

Attachment: Carolina Environmental Systems Inc Quote (6533 : 2020 Peterbilt 28 Yard Front Loader Refuse Truck)

- 23. Back Up alarm
- 24. Throttle Advance Kit
- 25. Throttle Limit
- 26. 5 Lb In-Cab Fire Extinguisher
- 27. Freight to Columbia , SC

Heil Body / 2020 PETE 520 \$ 266,800.00

Heil Body Serial Number : HPE4964668

Peterbilt Serial Number : LF108342

This truck is currently in stock at our Kernersville , NC facility . Shipment on this truck is immediate.

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

Our standard terms of **Full Net Delivery / Invoice** will apply and the \$500.00 state sales tax will be paid by the City of Columbia directly to the SC / DMV when licensing the vehicle.

We thank you for this opportunity and please call if there are any questions.

Kindest Regards,

Chip Taylor

Chip Taylor
Carolina Environmental Systems, Inc.

Accepted By : _____
City of Columbia , SC

Date Accepted : _____

Note : Sourcewell – Heil Environmental contract # 019219-THC

Note : City of Columbia , SC Sourcewell member will need to be established.

The Heil Co. #091219-THC

Pricing for contract #091219-THC offers Sourcewell participating agencies the following discounts:

- 4% Discount off MSRP for all products and services which would represent the ceiling price a member would pay to a Heil Dealer, the exception to this would be the chassis.
- Discount does not apply to equipment rentals through those various entities

**Solicitation Number: RFP#091219****CONTRACT**

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **The Heil Co.**, 2030 Hamilton Place Blvd. #200, Chattanooga, TN 37421 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 15, 2023, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **LAWS AND REGULATIONS.** All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

C. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.

Notwithstanding the above, warranty issues related to the body and Heil factory-installed components shall be administered and resolved by The Heil Co. Warranty for third-party manufacturers such as the chassis chassis options or subsequently installed components shall be administered and addressed by the respective product manufacturer.

D. **DEALERS AND DISTRIBUTORS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Member's requested delivery location.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

B. Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition. Product returns shall only be available in the event Vendor is notified of a body problem in writing and has not resolved the issue within thirty (30) days after receipt of said Notice.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

C. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

D. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)

- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. MEMBERSHIP. Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. PURCHASE ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. ADDITIONAL TERMS AND CONDITIONS. Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific

requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order. The cost of the bond premium shall be added to the cost of the Product.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Member inquiries; and
- Business reviews to Sourcwell and Members, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to members, pricing and

contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

9.**AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. MARKETING. Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for Products-Completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:

- \$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
\$2,000,000 per occurrence
\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. **CERTIFICATES OF INSURANCE.** Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when

a Member accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction

work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award

covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

091219-THC

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
Date: 11/11/2019 | 4:17 PM CST

The Heil Co.

DocuSigned by:
By: George Paturalski
49D840C627CF45F...
George Paturalski
Title: Assistant Secretary
Date: 12/6/2019 | 1:45 PM PST

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 11/11/2019 | 6:44 PM CST

Attachment: Sourcewell Heil Contract RFP# 091219 (6533 : 2020 Peterbilt 28 Yard Front Loader Refuse Truck)

RFP 091219 - Mobile Refuse Collection Vehicles with Related Equipment, Accessories, and Services

Vendor Details

Company Name: The Heil Co.

Does your company conduct business under any other name? If yes, please state: (Heil)

Address: 2030 Hamilton Place Blvd, #200
Chattanooga, TN 37421

Contact: Burgess Lane

Email: blane@doveresg.com

Phone: 256-478-0425

HST#: 363896843

Submission Details

Created On: Thursday July 11, 2019 09:28:35

Submitted On: Wednesday September 11, 2019 09:59:56

Submitted By: Burgess Lane

Email: blane@doveresg.com

Transaction #: 86955ac5-f190-4f28-b35f-31bdbabd60c1

Submitter's IP Address: 74.127.76.220

Attachment: Sourcewell Heil Contract RFP# 091219 (6533 : 2020 Peterbilt 28 Yard Front Loader Refuse Truck)

Specifications

Proposer Identity & Authorized Representatives

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	The Heil Co. ("Heil")	*
2	Proposer Address:	2030 Hamilton Place Blvd, #200 Chattanooga, TN 37421	*
3	Proposer website address:	www.heil.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Dave Young Vice President - Sales dyoung@doveresg.com 423-855-6353	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Burgess Lane Ready Truck Manager blane@heil.com 256-304-2218	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Larry Angel General Manager Ready Trucks langel@heil.com 423-242-2967 Jim Whitlow Ready Truck Business Analyst jwhitlow@heil.com 256-845-8355	

Company Information and Financial Strength

Line Item	Question	Response *	
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Formed in 1901 by Julius P. Heil, Heil is the world's premier manufacturer of ultra-durable, highly productive mobile refuse collection vehicles. Our product offering encompasses front loaders, rear loaders, side loaders, and multi-compartment vehicles, alternative fuels as well as special packages for organics. As the industry's leading provider of mobile collection solutions, we operate with a clearly defined mission, vision, set of core values, and set of strategic priorities: Mission: Process, transport, and transform the solid waste stream into sustainable resources that benefit our customers and communities. Vision: Be the undisputed global leader in people, performance, and customer value in the solid waste and recycling industry. Core Values: • Collaborative Entrepreneurial Spirit • Winning Through Customers • High Ethical Standards, Openness, and Trust • Expectations for Results • Respects and Values People Strategic Priorities: • Safety • Quality • On-Time Delivery • Productivity Improvement In addition to the wide array of custom-configured refuse bodies, HEIL offers two innovative programs to assist customers with updating or enhancing their refuse collection fleets quickly. Ready Trucks Program For customers who need to grow their fleet quickly or replace tired trucks and would like to purchase a new Heil refuse collection vehicle, we offer our Ready Trucks Program. This Program enables customers to choose a heavy-duty unit from stock, equipped with our most requested options, and receive same-day shipping. For those customers who would like to make slight modifications to a stock unit, we offer the ability to customize a unit in inventory and have it ship within 60 calendar days as part of our 60-day Shipping Guarantee.	

Attachment: Sourcewell Heil Contract RFP# 091219 (6533 : 2020 Peterbilt 28 Yard Front Loader Refuse Truck)

We offer a large variety of chassis inventory for mounting Heil refuse collection bodies. At any given time, we either stock or have immediate access to 500 to 700 chassis, both conventional and cab-over engine models. With chassis production lead times currently as long as four (4) months and often as long as twelve (12) months in recent years, having chassis on hand will enable Heil to offer Sourcewell Members immediate access to the majority of our refuse collection vehicles. Having such a large product offering requires a substantial number of different chassis models. The table below demonstrates our extensive offering of both diesel and compressed natural gas (CNG) models:

Chassis	Manufacturer	Cab-Over	Conventional	Autocar
X	X			
Crane	Carrier	X	Freightliner	
X	International		X Hino	X
X	Kenworth		X Mack	X
Peterbilt	X	X		

(Cab-over models are primarily used for Heil front loaders, automated side loaders and, to a lesser extent, for refuse collection vehicles. You will note that we are offering in excess of 200 different chassis specifications

Heil Rental Programs Heil has relationships with Big Truck Rental, Rush Rentals and Premier Truck Rental. By renting, municipal customers can:

- Start a new pickup or collection route due to annexation without the typical upfront investment.
- Kick off a new route or relationship without the possible strain on cash flow.
- Replace a unit that goes down unexpectedly or is in for service, in most cases within 24 hours.
- Manage an emergency storm cleanup or another sudden situation where time is of the essence and expansion of service may need to be temporary, such as seasonal leaf and brush collection.
- Determine which front, side or rear loader is the right solution for an application by testing a rental unit before buying.
- Please see Appendix – BTR for Big Truck Rental pricing
- Please see Appendix – Rush for Rush Rental pricing
- Please see Appendix – Premier 1 and Premier 2 for Premier Truck Rental pricing

Parts Central Parts Central offers Heil Certified OEM parts and a variety of aftermarket parts manufactured by Heil.

Heil Certified OEM Parts are the most reliable replacement parts for Heil refuse collection vehicles. They're made following the exact specifications and production processes on the same assembly lines as the parts originally installed on the vehicles. This means that they fit perfectly every time. Heil uses only the highest-quality materials for parts that last, minimizing costly downtime. Parts Central also offers the most requested aftermarket parts for Heil and other makes of refuse collection vehicles. Our aftermarket parts are designed and manufactured to strict standards and are backed by more than 118 years of industry experience and quality good enough to carry the Heil name.

Most commonly requested parts are available for immediate, same-day delivery through a local authorized Heil Dealer. If customers require a part that's not on the shelf locally, the dealer can expedite delivery from our main Parts Central warehouse in Fort Payne, Alabama. Orders for in-stock parts placed with the warehouse prior to 5:00 p.m. Eastern Standard Time will be shipped overnight. Even those hard-to-find parts for older refuse collection vehicles are often available through local Dealers for next-day delivery.

8

Provide a detailed description of the products and services that you are offering in your proposal.

Our product line consists of a series of commercial and residential equipment. They are divided into 9 sub categories:

a) Front Loaders

Half/Pack® Frontload Garbage Trucks. Heil's Half/Pack has consistently delivered proven performance and continues to set the standard for front loaders. The Half/Pack is built for a long, reliable lifespan. Please see Appendix - Half Pack for more information regarding this product. Also, you may click the link below to view examples of this offering:
<https://www.heil.com/products/front-end-loaders/half-pack> HALF/PACK® FREEDOM™ FRONT LOAD GARBAGE TRUCKS. Heil's Half/Pack® Freedom front load garbage truck is the lightweight solution for commercial and residential refuse hauling routes, able to carry up to 11 tons of legal payload in its 28 yd. body. Please see

Appendix – Half Pack Freedom for more information regarding this product. Also, please click the link below to view examples of this offering:
<https://www.heil.com/products/front-end-loaders/half-pack-freedom>

HALF/PACK® COMMERCIAL FRONT LOAD GARBAGE TRUCK WITH ODYSSEY™ HYDRAULIC CONTROLS. This front loader features a refined hydraulic and electronic control system for maximum efficiency, reliability, and precise control. The Heil® Commercial Half/Pack® garbage truck with Odyssey™ Hydraulic Controls also has a single, easy-to-use joystick that requires minimal effort to operate, which saves time and increases productivity. Please see Appendix – Half Pack Commercial with Odyssey Controls for more information regarding this product. Also, please click the link below to view examples of this offering:
<https://www.heil.com/products/front-end-loaders/half-pack-commercial-odyssey>

HALF/PACK® SIERRA™ FRONT LOAD GARBAGE TRUCKS. At 17,050 lbs (16% lighter than our standard Half/Pack® Front Loader), the Heil® Sierra™ front load garbage truck is a mid-weight solution for commercial and residential refuse routes that can carry more than 10 tons of legal payload in its 28 yd frontload hopper. Whether you haul commercial or residential refuse, the Half/Pack® Sierra™ is simply the best light-weight front loader, hands down. Please see Appendix – Half Pack Sierra for more information regarding this product. Also, please click the link below to view examples of this offering:
<https://www.heil.com/products/front-end-loaders/half-pack-sierra> HALF/PACK® AUTOMATED RESIDENTIAL FRONT LOAD GARBAGE TRUCKS. With major productivity enhancements, this game-changing automated front load garbage truck provides savings on residential refuse routes by eliminating high-maintenance items. For the most dependable Residential Front Loader in the business, you can count on the Heil® Half/Pack®. Please see Appendix – Half Pack Automated Residential for more information regarding this product. Also, please click the link below to view examples of this offering:
<https://www.heil.com/products/automated-front-loaders>

b) Rear Loaders POWERTRAK® COMMERCIAL PLUS HIGH CAPACITY REAR LOAD GARBAGE TRUCKS. The Heil® PowerTrak® PLUS High Capacity Rear Load Garbage Truck's patented design mounts the tag axle to the chassis frame rail, making it more structurally sound than models with the tag axle integrated into the tailgate, and an optional pusher axle can be added to carry an even greater legal payload. Please see Appendix – PTC Plus for more information regarding this product. Also, please click the link below to view examples of this offering:
<https://www.heil.com/products/rear-loaders/powertrak-commercial-plus> PT 1000™ SINGLE AXLE REAR LOAD GARBAGE TRUCKS. With its 15-second cycle time, reload time of less than 6 seconds and its large, 3 yd³ capacity hopper, this robust rear load garbage truck is the key to optimizing productivity on residential and commercial routes. Please see Appendix – PT1000 for more information regarding this product. Also, please click the link below to view examples of this offering:
<https://www.heil.com/products/rear-loaders/pt-1000>

DURAPACK® 5000 REAR LOAD GARBAGE TRUCKS. This tough and reliable high-compaction rear load garbage truck has a unique swing link design, along with the waste industry's largest capacity hopper. A large 3.94 yards – and compaction up to 1,000 lbs per yd³ for increased productivity on your commercial and residential trash routes. Please see Appendix – DP5000 for more information regarding this product. Also, please click the link below to view examples of this offering:
<https://www.heil.com/products/rear-loaders/durapack-5000> POWERTRAK® COMMERCIAL REAR LOAD GARBAGE TRUCKS. This powerful rear load garbage truck body has high-pressure hydraulics and dual-track design to provide an awesome compaction of up to 1,200 lbs per yard. The PowerTrak® 3.64 yd hopper handles construction, demolition, and bulk waste better than any commercial rear loader in its class. Please see Appendix – PTC for more information regarding this product. Also, please click this link below to view examples of this offering:
<https://www.heil.com/products/rear-loaders/powertrak-commercial>

NON-CDL MINI REAR LOAD GARBAGE TRUCKS. Don't let the size fool you. The beauty of this highly maneuverable Non-CDL Rear Load Garbage Truck is its narrow, compact and lightweight design, making it ideal for commercial or residential waste hauling routes. Operators don't need a commercial driver's license (CDL) and the vehicle is exempt from Federal Excise Tax (FET). And the simple but effective swing link design means no slides, tracks or rollers, just compaction. Looking for the best Non-CDL Rear Load Garbage Truck Body on the market? Check out the Heil® Mini Rear Loader. Please see Appendix – Mini REL for more information regarding this product. Also, please click this link below to view examples of this offering:
<https://www.heil.com/products/rear-loaders/mini-rear-loader> c)

Side Loaders

LIBERTY™ AUTOMATED SIDELOAD GARBAGE TRUCKS. The patented Python™ automated side load garbage truck arm has a muscular, 9-foot reach, an 8-second cycle time and can lift up to 800 lbs. The incredibly lightweight Liberty™ automated side loader is perfect for residential collections. And the constant pack body – which is the lightest in the industry, has a patented paddle packer that continuously sweeps the hopper, eliminating the need to stop

and pack the load. Please see Appendix – Liberty for more information regarding this product. Also, please click the link below to view examples of this offering:
<https://www.heil.com/products/automated-side-loaders/liberty>

DURAPACK® PYTHON® AUTOMATED SIDE LOAD GARBAGE TRUCKS. The patented Heil® Python® Side Load Automated Arm has a 9-foot reach, an 8-second cycle time and can lift up to 800 lbs, making it a strong and fast performer on any residential refuse route. And the DuraPack® Sideload body is the industry standard when it comes to dependability and toughness. Please see Appendix – Python for more information regarding this product. Also, please click the link below to view examples of this offering:
<https://www.heil.com/products/automated-side-loaders/durapack-python>

RAPID RAIL® AUTOMATED SIDE LOAD GARBAGE TRUCKS. The Rapid Rail® Automated Side Loader garbage truck body has a 1,600 pound lift capacity, and allows for residential, commercial and multi-family refuse collection. It can handle 30-400 gallon refuse containers all day long with ease. The powerful arm has virtually zero kick out allowing operation in the tightest of alleys, and an 8-second cycle time means industry-leading productivity, all in combination with the lightest weight side loader in the industry. Please see Appendix – Rapid Rail for more information regarding this product. Also, please click the link below to view examples of this offering:
<https://www.heil.com/products/automated-side-loaders/rapid-rail>

DURAPACK® RAPID RAIL® SIDELOAD GARBAGE TRUCKS. The DuraPack® Rapid Rail® Autom DuraPack® high- compaction sideload body makes for a reliable, tough RCV. Please see Appen
<https://www.heil.com/products/automated-side-loaders/durapack-rapid-rail>

MULTIPACK® AUTOMATED SIDE LOAD GARBAGE TRUCKS. Heil® MultiPack® Sideload Garbage Truck Bodies combine the durable Heil® DuraPack®, the superior Python® automated arm and the proven DuraPack® 5000 refuse tailgate. It's the only trash truck in the industry that can handle rear loader, side loader, and even commercial waste routes single-handedly. Please see Appendix – Multipack for more information regarding this product. Also, please click the link below to view examples of this offering:
<https://www.heil.com/products/automated-side-loaders/multipack>

d) Multi-Compartment Vehicles

DURAPACK® 4060 SPLIT BODY REAR LOAD GARBAGE TRUCKS. The Heil® DuraPack® 4060 Split Body Rear Load Garbage Trucks are a win-win, allowing collection of multiple residential trash streams or recyclables. With the DuraPack® 4060 split body rear loader, one truck can do the work of two. And the reduced weight body means enhanced fuel economy and larger payloads on the route. Please see Appendix – 4060 for more information regarding this product. Also, please click the link below to view examples of this offering:
<https://www.heil.com/products/rear-loaders/durapack-4060>

e) CNG Capabilities

CNRG™ TAILGATE. The Heil® innovative, fully integrated CNRG™ tailgate fuel delivery system will revolutionize the way you use CNG garbage trucks. Please see Appendix – CNRG for more information. Also, please click the link below to view examples of this offering:
<https://www.heil.com/products/cng-capabilities/cnrg-tailgate> CNG OPTIONS FOR GARBAGE TRUCKS. Heil® makes it easier than ever to realize the savings from CNG garbage trucks with our factory-direct CNG program. Please see Appendix – Heil CNG for more information. Also, please click the link below to view examples of this offering:
<https://www.heil.com/products/cng-capabilities/cng-options> f)

Organics

ORGANIC WASTE COLLECTION TRUCKS AND EQUIPMENT. When it comes to waste stream diversion, one of the first targets is removing organic waste from the landfill. That's where Heil comes in, with our Organics Waste Collection trucks and equipment. Whether your route is equipped with the PT-1000 or the iconic Heil® Rapid Rail®, we have organics processing options that allow you to meet your organics diversion targets. Please click the link below to view examples of this offering:
<https://www.heil.com/organics>

g) Parts Central

Heil® Certified OEM Parts are the most reliable replacement parts for Heil® refuse trucks.

These parts are made following the exact specifications and production processes on the same assembly lines as the parts originally installed on the vehicles. This means they fit perfectly every time. Heil® uses only the highest-quality materials for parts that last.

Parts Central also offers the most requested aftermarket parts for Heil and other makes of garbage truck bodies. Our aftermarket parts are designed and manufactured to strict standards and are backed by more than 100 years of industry experience.

High-volume parts that are frequently requested are available for immediate, same-day delivery through your local Authorized Heil® Dealer. Orders for in-stock parts placed with Parts Central before 5 p.m. ET will be shipped overnight. Please click below to view examples of this offering:

<https://www.heil.com/products/parts-central> h) Bayne

Thinline Premium Lift Systems

Mobile Refuse Products. Bayne's diverse line lifters for mobile refuse truck lifters is second to none. Our lifters are the most reliable solution to your waste handling needs, and we offer complete solutions for almost any application or budget. Please see Appendix – Bayne for more information regarding this product. Also, please click below to view examples of this offering:

https://www.baynethinline.com/products/mobile_refuse_products

i) Third Eye

Refuse Fleet Solutions. Refuse collection can be tricky business. Knowing that you've serviced a home or business is important. So is doing it productively and safely every time. 3rd Eye on-board camera systems constantly monitor your driver as well as their environment to ensure the safe operation of their vehicle. It also allows fleet owners immediate verification of service and video validation of overfilled containers – which can lead to more revenue / increased service frequency. 3rd Eye is the most technologically advanced refuse fleet management solution for the waste industry, trusted by companies all over the United States, just like yours. From Enhance Vehicle Behavioral Analytics™, 3rd Eye Digital, 3rd Eye Mobile, Collision Avoidance Radar and more, 3rd Eye has the most comprehensive refuse fleet management solutions on the market. Please see Appendix – 3rd Eye for more information regarding this product. Also, please click the link below to view examples of this offering:

<https://www.3rdeyecam.com/refuse-fleet-management-systems/>

The attached Proposal is tendered in compliance with and conforms to the bid specification requirements of Sourcewell as set forth in solicitation #091219 identified with an initial submittal date of September 11, 2019. However, for complete clarity and transparency, the pricing and performance commitments contained herein are tendered to Sourcewell predicated on a mutual understanding and agreement on the following points of clarification:

1. Warranty issues related to the body and Heil factory-installed components shall be administered and resolved by The Heil Co. Warranty for 3rd party manufacturers such as the chassis, chassis options, or subsequently installed components shall be administered and addressed by the respective product manufacturer.
2. Product returns shall only be available in the event Heil is notified of a body problem in writing and has not resolved the issue within thirty (30) days after receipt of said Notice.
3. Consistent with section 10B of this Agreement, any supplemental terms or conditions on Member-supplied transactional paperwork (such as a Purchase Order) shall be null and void unless an Amendment to this Agreement is executed between Supplier and Member.
4. In the event a Member requires a Performance Bond from Supplier, the cost of the bond premium shall be added to the cost of the Product.
5. In relation to section 12. Audits, audits are restricted to pricing and invoicing to verify our compliance with the contract.
6. In order to avoid any confusion concerning the point that the Agreement governs the sale in section 6F, and any Purchase Order terms do not apply per section 10B, we would like to clarify that all actions at law would take place in Todd County or Fergus Falls, MN.
7. Regarding section 20 A.5, our products and services do not fall within this category.
8. Regarding section 20 B, we do not provide copies of our insurance policies, but do provide the required Certificate of Insurance to demonstrate our proof of insurance.

9	What are your company's expectations in the event of an award?	As a company, we strive to live out the values we espouse of respecting people, maintaining our product offerings and processes to provide the most extensive and complete portfolio of fir	*
10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please see Appendix B of this Proposal for a complete 2018 Dover Annual Report. Heil is an operating company within the Dover Company structure. https://investors.dovercorporation.com/annual-reports	*
11	What is your US market share for the solutions that you are proposing?	Although Heil is the leader in the US, we do not publish market share numbers.	*
12	What is your Canadian market share, if any?	Heil does not publish market shares.	*
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No. We've never been subject of a bankruptcy action.	*
14	How is your organization best described: is it a manufacturer, distributor/dealer, or a combination of these? Provide your written authorization to act as a distributor/dealer with your sales and service force and with your dealer network.	a. Heil is a manufacturer and our dealer network is independently owned. b. Heil offers a case by case system of sales and marketing in the global market. In general, we employ our Dealer Network to cover cities and counties within all 50 states in the US and 7 Canadian provinces. Secondly, we employ Key Account Representatives where the volume of business warrants. Thirdly, we employ Regional Sales Managers to manage and coordinate the activities. All these individuals are employed by Heil, as follows: 1) Dealer Sales Representatives – Employed by Heil Dealers and they represent Heil from a Contract standpoint when quoting or selling Heil equipment to Sourcewell members. 2) Key Account Representatives – Employed by Heil 3) Regional Sales Managers – Employed by Heil	*
15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	State of Tennessee - Motor Vehicle Manufacturer/Distributor License ID Number 00005771 Hamilton County, Tennessee - Business License License Number 052431 City of Chattanooga, Tennessee - Business Tax License State Tax Account # 501133955 Local Business Tax Account # 30101 The Heil Co. is an ISO-certified manufacturer.	*
16	Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.	None	*

17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Our product line consists of a series of commercial and residential equipment. They are divided into 9 sub categories: Front Loaders Rear Loaders Side Loaders Multi-Compartment Vehicles CNG Capabilities Organics Parts Central Bayne Thinline Premium Lift Systems Third Eye	*
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Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Heil holds more than 200 industry patents for solid waste and recycling innovations. We are al organizations: a. of Scrap Recycling Industries (ISRI) c. National Association for Information Destruction (NAID (WASTEC) In addition to these industry awards, we have the following recognitions: NWRA – 2014 Hall of fame induction – John Curotto, President, Curotto-Can, (subsidiary) NWRA – 2014 Hall of Fame induction – Bill Wilkerson, VP Sales and Marketing, Marathon (sister company) NJPA Pioneer Award - 2017 – Larry Angel – General Manager Ready Trucks Pat Carroll, Heil President, is a member of the: a. Board of Governors of WASTEC b. Board of Directors of Environmental Research and Educational Foundation (EREF)	*
19	What percentage of your sales are to the governmental sector in the past three years	22%	*
20	What percentage of your sales are to the education sector in the past three years	Less than 1% as they generally do not pick up their own garbage.	*
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	While Heil does not hold any other cooperative purchasing contracts, we do sell refuse trucks to our Dealer Network who utilize other procurement contracts including HGAC, Florida Sheriff's Association, and the Texas Buy Board.	*
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We do not have a GSA contract	*

References/Testimonials

Line Item 23.

Entity Name *	Contact Name *	Phone Number *	
City of Portsmouth	Kenny Strickland stricklandk@portsmouthva.gov	757-393-8629	*
City of Franklin VA	Russell Pace rpace@franklinva.com	757-562-8562	*
Dare County	Shanna Fullmer shanna@darenc.com	252-423-0136	*
City of Norfolk	Rob Arnold robert.arnold@norfolk.gov	757-441-5813	
University of Maryland	Bill Guididas wguidida@umd.edu	301-405-3293	

Attachment: Sourcewell Heil Contract RFP# 091219 (6533 : 2020 Peterbilt 28 Yard Front Loader Refuse Truck)

Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of New York City	Government	New York - NY	724 Refuse Trucks	724	\$68 million	*
City of El Paso, TX	Government	Texas - TX	50 Refuse Trucks	50	\$5 million	*
City of Austin, TX	Government	Texas - TX	49 Refuse Trucks	49	\$5.7 million	*
City of Columbus, GA	Government	Georgia - GA	40 Refuse Trucks	40	\$2.7 million	*
Metro Nashville, TN	Government	Tennessee - TN	38 Refuse Trucks	38	\$2.5 million	*

Ability to Sell and Deliver Service Nationwide

Describe your company's capability to meet the needs of Sourcewell Members across the US, and Canada if applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *																																				
25	Sales force.	Heil's dealer network consists of 34 dealers located within North America. All dealer locations that support the Heil brand can provide customers with road service, if needed, and all dealers offer onsite service at customer locations. In addition, we have 8 Regional Managers that support the Heil Dealers in their respective territories to help expedite and facilitate solutions to meet the member's needs. Please see Appendix C for a map of our dealer locations and service locations. Heil Region <table><tr><th>Name</th><th>Regional Manager</th><th>Name</th><th>Location</th><th>% Focus on Heil Sales & Services</th><th>Northeast</th></tr><tr><td>Jim Blanchard</td><td>Boston, MA</td><td>100% North Atlantic</td><td>Dennis Fallon</td><td>Pittsburg, PA</td><td></td></tr><tr><td>100% Southeast</td><td>Randy Wells</td><td>Fort Payne, AL</td><td>100% Central</td><td>Joe Howard</td><td>Houston, TX</td></tr><tr><td>100% Midwest</td><td>Bob McHugh</td><td>Chattanooga, TN</td><td>100% West</td><td>Bill Engstrom</td><td></td></tr><tr><td>Hurricane, UT</td><td>100% Northwest</td><td>Mike Tucker</td><td>Denver, CO</td><td>100% Canada</td><td>Craig Thomas</td></tr><tr><td>St. Louis, MO</td><td>100%</td><td></td><td></td><td></td><td></td></tr></table>	Name	Regional Manager	Name	Location	% Focus on Heil Sales & Services	Northeast	Jim Blanchard	Boston, MA	100% North Atlantic	Dennis Fallon	Pittsburg, PA		100% Southeast	Randy Wells	Fort Payne, AL	100% Central	Joe Howard	Houston, TX	100% Midwest	Bob McHugh	Chattanooga, TN	100% West	Bill Engstrom		Hurricane, UT	100% Northwest	Mike Tucker	Denver, CO	100% Canada	Craig Thomas	St. Louis, MO	100%				
Name	Regional Manager	Name	Location	% Focus on Heil Sales & Services	Northeast																																	
Jim Blanchard	Boston, MA	100% North Atlantic	Dennis Fallon	Pittsburg, PA																																		
100% Southeast	Randy Wells	Fort Payne, AL	100% Central	Joe Howard	Houston, TX																																	
100% Midwest	Bob McHugh	Chattanooga, TN	100% West	Bill Engstrom																																		
Hurricane, UT	100% Northwest	Mike Tucker	Denver, CO	100% Canada	Craig Thomas																																	
St. Louis, MO	100%																																					

Attachment: Sourcewell Heil Contract RFP# 091219 (6533 : 2020 Peterbilt 28 Yard Front Loader Refuse Truck)

26	Dealer network or other distribution methods.	Heil Dealer List: Heil Dealer Name City State Heil Region Heil of Texas - Irving, TX Irving TX Central Heil of Texas - San Antonio, TX San Antonio TX Central Ingram Equipment Company, LLC - Pelham, AL Pelham AL Southeast Ingram Equipment Company, LLC - Theodore, AL Theodore AL Southeast International Trucks of Hawaii - Kapolei, O'ahu, HI Kapolei, O'ahu HI West Kois Brothers Equipment Company, Inc. - Commerce City, CO Commerce City CO Northwest Kois Brothers Equipment Company, Inc. - Billings, MT Billings MT Northwest Kois Brothers Equipment Company, Inc. - Great Falls, MT Great Falls MT Northwest Armor Equipment - Arnold, MO Arnold MO Midwest Balar Equipment Corporation - Phoenix, AZ Phoenix AZ West Bell Equipment Company - Lake Orion, MI Lake Orion MI North Atlantic Bell Equipment Company - Gahanna, OH Gahanna OH North Atlantic Bob's Services - Anchorage, AK Anchorage AK Northwest Bodyworks Equipment, Inc. - Monrovia, CA Monrovia CA West MacQueen Equipment, Inc. - Menomonee Falls, WI Menomonee Falls WI Midwest Carolina Environmental Systems, Inc. - Kernersville, NC Kernersville NC Southeast Carolina Environmental Systems, Inc. - Greenville, SC Greenville SC Southeast Carolina Environmental Systems, Inc. - Austell, GA Austell GA Southeast Central Indiana Truck Equipment (CITE) - Indianapolis, IN Indianapolis IN Midwest Cyncon Equipment Company - Rush, NY Rush NY Northeast Heil of Texas - Houston, TX Houston TX Central Stringfellow, Inc - Nashville, TN Nashville TN Midwest Stringfellow, Inc - Chattanooga, TN Chattanooga TN Midwest Sunbelt Hydraulics and Equipment, Inc. - Pompano Beach, FL Pompano Beach FL Southeast Tampa Crane and Body, Inc. - Tampa, FL Tampa FL Southeast MacQueen Equipment, Inc. - Ankeny, IA Ankeny IA Midwest United Engines, LLC - Oklahoma City, OK Oklahoma City OK Central Utility Truck Equipment Company (UTEC) - Lake Charles, LA Lake Charles LA Central Vasso Waste Systems, Inc. - Brooklyn, NY Brooklyn NY Northeast Fer-Marc Equipment, Ltd. - Regina, SK Regina SK Canada Ray Max Equipment Sales - Calgary, Alberta, AB Calgary, Alberta AB Canada Saniquip, Inc Riguad QC Canada Vimar Equipment, LTD Burnaby BC Canada Binzz Inc. - Campbellville, ON Brampton ON Canada Legacy Equipment Company - Salt Lake City, UT Salt Lake City UT Northwest MacQueen Equipment, Inc. - St. Paul, MN St. Paul MN Midwest Maine Equipment Company, Inc - Hermon, ME Hermon ME Northeast Mid-Atlantic Waste Systems - Easton, MD Easton MD North Atlantic Mid-Atlantic Waste Systems - Salem, VA Salem VA North Atlantic Mid-Atlantic Waste Systems - Chesapeake, VA Chesapeake VA North Atlantic Mid-Atlantic Waste Systems - New Castle, PA New Castle DE North Atlantic Mid-Atlantic Waste Systems - Clinton, MD Clinton MD North Atlantic Mid-Atlantic Waste Systems - Pittsburgh, PA Cheswick PA North Atlantic MacQueen Equipment, Inc. - Lincoln, NE Lincoln NE Midwest Northern Truck Equipment Corporation - Sioux Falls, SD Sioux Falls SD Midwest Northern Truck Equipment Corporation - Fargo, ND Fargo ND Midwest Northern Truck Equipment Corporation - Rapid City, SD Rapid City SD Midwest Preferred Truck & Equipment Repairs, Inc. - Sacramento, CA Sacramento CA West River City Hydraulics, Inc. - Sherwood, AR Sherwood AR Central River City Hydraulics, Inc. - Baton Rouge, LA Baton Rouge LA Central River City Hydraulics, Inc. - Memphis, TN Memphis TN Central Ruckstell California Sales Company, Inc - Fresno, CA Fresno CA West EJ Equipment - Addison, IL Addison IL Midwest Action Fleet Repair - North Las Vegas, NV North Las Vegas NV West Environmental Equipment Sales & Service, LLC Sutton MA Northeast Armor Equipment - Olathe, KS Olathe KS Midwest Heil of Texas - El Paso, TX El Paso TX Central EJ Equipment - Manteno, IL Manteno IL Midwest Preferred Truck & Equipment Repairs, Inc. - Livermore, CA Livermore CA West
27	Service force.	Our Heil Dealer Network comprises 60 locations to service customers. In addition to these dealer technicians, Heil also has 8 Field Service Technicians that are also available to service members if the need requires it. Support for our customers is a priority and we make it as easy as possible through our dealer locator on the Heil website, easy to access email for Heil Tech Support as well as the Heil Tech Support phone number. Please click the link below to see the ease of access: https://www.heil.com/support

28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Heil Environmental has dedicated Customer Care and Support for new refuse equipment sales on site as well as through our extensive US dealer network. Heil also offers OEM part sales and support through Heil Parts Central. For new unit sales, Heil's release management process provides firm commitment dates on standard orders within 72 hours. All Heil products are manufactured and inspected throughout the build process building quality into every Heil product from the start. Quality Control reviews every unit before shipment to ensure every product is 100% accurate to the customer's request and order submission. OEM part sales are available through Heil Parts Central's 24-hours a day e-commerce website and Representatives for these products as well. At Heil we pride ourselves on customer satisfaction	*
29	Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.	Heil is fully prepared and uniquely capable of servicing ALL Sourcewell Member geographic areas and market segments under this contract in the United States, Canada, and internationally.	*
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There will be no exclusions of Sourcewell Members from our contract related to this RFP. Heil is fully prepared and uniquely capable of servicing ALL Sourcewell Member segments.	*
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	The requirements for shipping a piece of equipment via an ocean-going vessel will vary depending on the port of departure and the port of delivery. In some cases, full or partial payment of equipment may be required prior to loading onto the shipping vessel or exiting port after loaded.	*

Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Heil is very aggressive in our marketing of the opportunities provided us by our association with Sourcewell. We have one of the nation's largest dealer networks – and work with them, provide training and guidance regarding how to best take advantage of our Sourcewell contract. In addition, we use our in-house video production team to further enhance both the brand – and the strength of partnering with Sourcewell through both our Sourcewell video testimonial – and through our popular ReadyTruck video series – which plugs Sourcewell during every episode. Both of these channels are popular and viewed by our following. These can also be found on our website – which garners more traffic than any of our competitors [based on Moz and Google Analytics reporting]. In addition, we display our Sourcewell contract proudly on our website, as well as on all of our eBrochures.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Effective SEO is a key component of all of ESG's web properties and Heil, Marathon, and 3rd Eye all have robust social media strategies that highlight wins, customers, and information pertinent to the waste industry. We are leading all of our competitors in our SEO search metrics as can be seen in the attached charts. We have always looked at our SEO strategy as a "discipline" vs. a process – and we feel that our dominance in this area is a testament to that. Combined with this strategy are tools that monitor our website traffic and provide very granular metrics regarding who is on our site, what they are looking for – and how often they visit. This information is then automatically delivered to our sales teams to ensure they track the lead through revenue generation.	*
34	In your view, what is Sourcewell's role in your Sourcewell- awarded contract into your sale	Sourcewell is seen as a valuable partner in the implementation and success of this contract. As such, we believe that Sourcewell's role as a joint partner in all marketing collaterals is essential. As part of our partnership, Heil will be responsible for increasing Sourcewell awareness and the inherent benefits of the contract through our various dealer sales meetings, national Heil sales meetings and any trade shows in which we participate. In exchange, we would expect that Sourcewell will promote Heil on the Sourcewell website, in the quarterly Newsletter, in all Sourcewell literature, and at all applicable marketing resources and publications.	*
35	Are your products or services available through e-procurement system and how government	No. Due to the many options that are offered on both body and chassis and the electronic interactions that have to occur between the two units, we feel it prudent to involve our Dealer Representatives that are trained to know what will work together and what will not. It is too complicated to just select options and hope it will work, and this will help protect the member's procurement teams who may not be as knowledgeable regarding product options and applications by utilizing the trained staff at our dealer locations.	*

Value-Added Attributes

Line Item	Question	Response *
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36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Heil offers a wide array of custom training programs that keeps our sales management and Dealer sales force up to speed on our products. From selling techniques, technical product and operator trainings, to product maintenance schools, every aspect of selling and promoting our vehicles is covered. We have been extremely successful with these programs and will be offering them again to our Sourcewell members to further their education on mobile refuse collection vehicles. They consist of: • In-person training sessions. They are performed in our Fort Payne, Alabama and Vernon, Alabama production facilities. The proximity of the factory makes it easier for the Sourcewell Members to fully comprehend what separates our mobile refuse vehicles from our competitors. • Mobile training trailers that travel throughout the United States. These two unique and first in the industry mobile classrooms bring education directly to our customers. As a customer-oriented company, we believe this type of training eliminates travel time, job downtime, and related costs for course attendees. In fact, they can be set up onsite at a customer or Dealer location and are equipped with the latest technology to deliver customer-specific content in air-conditioned comfort. • Heil Service Shack video trainings available to our Sourcewell members in the form videos posted on our various social media sites. These are available in English, Spanish and French Canadian. Follow the links below for examples: English https://vimeo.com/281281938/636d4ccd22 French Canadian https://vimeo.com/281969922 Spanish https://vimeo.com/274579697
37	Describe any technological advances that your proposed products or services offer.	• Safety via cameras and radar with the ability to record all cameras on the truck (when installed with 3rd Eye's Hurricane Gateway) • Asset utilization: be able to record and track the hours and location of your assets • Equipment behavior: know that status of your garbage truck's hopper, compactor and ancillary equipment in real time • On Road / Off Road: know when your assets are on highway and when they are not • Integrating lightweight composites into non-critical areas of our refuse collection bodies to produce the lightest weight refuse collection vehicle on the market today with the largest legal payload – 11+ tons. • Adding the Heil Overweight Prevention System™ (HOPS™) to our refuse collection vehicles to monitor vehicle weight while on route. HOPS uses axle transducer scales, accurate to within 2%, to determine the vehicle's gross weight. When the unit approaches its maximum allowable weight, the driver receives audible and visual signals inside the cab. When the unit reaches its maximum allowable weight, the system prevents the operator from collecting any more cans. This helps ensure full loads, minimizes exposure to overweight fines, and extends the life of the vehicle. • Heil's Automated Front Loader with Odyssey controls and hydraulics launched in mid-2013 redefining automated and bulk refuse collection levels. Pressure compensated piston pump, positions sensing cylinders and control logic drove weight out of the product while significantly reducing complexity, increasing reliability resulting in industry leading uptime and lowest Total Cost of Ownership. • No other residential front loader garbage truck features the Half/Pack® smart design, with all of its systems working together to reduce the total cost of operation. It's more efficient, easier to operate, easier to service, and less likely to need service in the first place. • The Half/Pack® Freedom™ frontload trash truck weighs only 15,700 pounds, which is 19% lighter than a standard Half/Pack® and 1,350 pounds lighter than the lightweight Half/Pack® Sierra™. The Freedom™ can carry up to 11 tons of legal payload in its 28 cubic yard front load body – the largest legal payload – and features a 12 cubic yard hopper and a frontload arm lifting capacity of 8,000 pounds. To ensure the Half/Pack® Freedom™ front loader maintains its long-term durability, we have added an innovative load-control system to the unit called the Heil® Optimal Payload System™ or HOPS™. • The Heil® Half/Pack® front-load garbage truck with Odyssey™ hydraulic controls has a single, easy-to-use joystick that maximizes ergonomics by requiring minimal effort to operate and increases productivity. It is also equipped with an Insight Display, an in-cab display that provides real-time feedback, as well as optimal operator control.

38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	As a leader in the solid waste and recycling industry, Heil maintains a corporate mission to provide customers with innovative solutions for processing, transporting, and transforming the solid waste stream into sustainable resources that benefit both our customers and our communities. To that end, we strive to incorporate —green practices into our company processes as well as into our products. Here are some examples: - We have installed a CNG fueling station at our Fort Payne, Alabama production facility to meet the fueling needs of refuse collection units leaving the plant as well as to support the fueling of privately owned CNG-powered vehicles in the local community. - As part of our manufacturing process we install CNG fuel systems on many new customer trucks while meeting the growing demand for gas fueling applications. In Heil production facilities, we: - Recycle 100% of the scrap steel used to make our products - Use a low VOC electrostatic paint process to paint our lifters, refuse collection bodies, compactors, and balers - Actively recycle cardboard, aluminum, plastic, office paper, and wooden pallets - Our green products include: - Use of hybrid and CNG-fueling systems on our Heil refuse collection bodies - Building innovative, lightweight Heil refuse collection units that reduce costs associated with fuel, tires, and brakes - Our patented Odyssey™ hydraulic control technology delivers waste industry-leading productivity with the lowest total cost of ownership, helping refuse haulers make more money on the route. This system is designed to help operators finish routes up to 20% faster, deliver measurable fuel savings while reducing wear on the lift assembly, chassis, engine, and transmission. Plus, it greatly reduces noise pollution. - As a Dover company, Heil supports Dover Corporation's —Sustainability Policy, a long-term commitment to operational excellence that will reduce greenhouse gas emissions, the use of volatile organic compounds (VOC), metal and cardboard consumption, and landfill utilization across the enterprise. - Specifically, Dover has committed to reduce greenhouse gas emissions and energy consumption by 20% each by the year 2020. Many Dover operating companies have already achieved significant energy and energy cost reductions in their operations. Launched in 2012, Dover's Energy Efficiency Captain Program has created a knowledge sharing community of operating company professionals to discuss energy efficiency and sustainability initiatives at their facilities. Initial findings from 2012 data indicate that 39 energy efficiency projects were implemented, with over 8,000 MWh in savings. To learn more, please click the following link: https://www.dovercorporation.com/about-us/sustainability/intensity-goals
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Heil is continually innovating toward solving all sorts of hard problems that enable our customers to be more safe and efficient. One example of this is the way Odyssey controls help to conserve energy through smart hydraulic power management. By providing the right amount of power only when it is needed, energy is conserved. Specifically, utilizing a variable displacement pump combined with a load sensing hydraulic valve and proportional control system, operators get the finesse and power they need while fuel economy improves. Moreover, in our more conventional designs, complete disengagement of the hydraulic pump, via a hot shift pto, eliminates parasitic loss which also improves fuel efficiency. One of the more substantial efficiency improvements with the Odyssey comes from system productivity. The entire system efficiency plays a major role in fuel usage when viewed from the perspective of 'cans-per-gallon'. The Odyssey design takes seconds off of packer and auto-lift cycles. Combine this with the inherent ergonomics and maneuverability of the Curotto Can and the unit finishes the route substantially faster than conventional RCVs. Of vital importance is the fact that when the key switch is off, there is 100% fuel savings. The culmination of these highly engineered features results in a product that has the potential to save hours a week in operational costs. All things being equal, if a route is completed in 9 hours verses 10; there is a 10% fuel savings. Energy conservation is of critical importance to all stakeholders in the RCV industry. Heil recognizes this and has responded with a highly engineered product that lives up to the Heil legacy. This has been accomplished through the designs, measurements and analysis reflected here, and is meant to help end users succeed in their social, financial and environmental goals.
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	As an operating entity of a public company, Heil is not certified as a WMBE or SBE business entity. However, five of our dealers are certified as WMBE business entities: Heil of Texas, River City Hydraulics, Ingram Equipment, UTEC, and Fer-Marc Equipment.

41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	- The ability to be a single source provider for equipment, parts and service under this contract - Offer a full range of RCV products - Front Loader, Automated Front Loader, Side Loader and Rear Loader. - Localized parts inventories at your Dealer Locations for all models - All RCV's offered are manufactured in the US and comply with current ANSI and FMVSS requirements 60 authorized US and Canada Dealer locations capable of providing complete Sales, Parts & Service - All Dealers routinely evaluated to ensure they are providing superior quality and service - Directly employ 8 technicians who provide factory and field support for all products offered, with access to over 650 engineering and manufacturing personnel - Own well over 200 patents - All warranty handled direct without pass through to an outside supplier or manufacturer - Preventative maintenance programs available - Complete service, operator, factory and field training available for authorized Dealers and customers across all product lines - Offer on-site alternative fuel system installation - On-site alternative fuel filling station - On the ground, completed and ready to go factory RCV inventory program with equipment available for immediate delivery - Rental program to fulfill equipment needs prior to completing a Sourcewell transaction - Factory and Dealer demos available for on route demonstrations - Utilize multiple software tools to collect data and analyze route information to offer best-product solutions and optimize Total Cost of Ownership for varying user conditions - Sales, parts and service marketing programs available to Dealers for all products	*
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	Heil is uniquely capable and fully prepared to service Sourcewell Members in Canada and around the globe. We have 5 dealers in the Canadian Provinces with many representatives who are bilingual where applicable, as well as a widespread network of representation around the world in various countries, all of whom are managed by Heil Export Sales Team. Heil is also the preferred supplier of refuse collection bodies to many the largest waste management companies that currently serve the Canadian market as well as Canada's largest rental fleet.	*

Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
43	Do your warranties cover all products, parts, and labor?	The initial 1-year standard warranty coverage includes parts and labor for 12 months or 2000 hours. In addition to the 1-year standard warranty, there are also various extended warranty packages that may be purchased depending on the needs of the individual member.	*
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Heil® Certified OEM Parts are the most reliable replacement parts for Heil® refuse trucks. These parts are made following the exact specifications and production processes on the same assembly lines as the parts originally installed on the vehicles. This means they fit perfectly every time. Heil® uses only the highest-quality materials for parts that last, therefore, OEM parts must be used to continue warranty coverage. Heil does not assume any liability for warranty considerations due to any improper use, operation beyond rated equipment/component capacity, substitution of parts that are not Heil-approved, or any alteration or repair by others in such a manner that affects the product operation or integrity.	*
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Although we do not cover the expense of travel time and mileage for warranty repairs, the Heil Warranty Request Order Form (referred to as the WRO Form) is used to request approval for policy adjustment of warranty coverage requesting unusual or non-standard repair(s) and exceptions such as these may be considered.	*
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	Heil is fully prepared and uniquely capable of servicing ALL Sourcewell member geographic areas and market segments under this contract in the United States and Canada. The first level of service would be through the Authorized Heil Dealer network, and if required, the Field Service team within our Heil Technical Support Group.	*
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Yes. Heil pays warrantable claims and then we work internally with our suppliers toward recovery where applicable.	*
48	What are your proposed exchange and return programs and policies?	OEM parts purchased from the Heil Dealer through Parts Central can sometimes be considered for return or exchange depending on certain criteria, such as being a current production part, and are evaluated on a case by case basis. Cylinders, when applicable, ship back to cylinder OEM for evaluation. Non-cylinder claims may require return to Heil and is determined through the warranty and repair process.	*
49	Describe any service contract options for the items included in your proposal.	Each dealer in our extensive network establishes the pricing for and manages service contracts on a localized basis for our customers based on their individual needs.	*

Payment Terms and Financing Options

Line Item	Question	Response *	
50	What are your payment terms (e.g., net 10, net 30)?	Heil's payment terms are Net 30.	*
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Yes. Since March of 2017, Heil has been partnered with DLL Financial Solutions to offer value-added retail financing and leasing programs. With over 35 years of proven vendor finance experience, DLL provides flexible finance solutions to customers around the globe. They are a reliable name and fully support all Heil US and Canadian dealers. DLL does offer flexible tax-exempt equipment financing solutions as well as Tax-exempt Municipal Lease Purchase options for State and local governments, public school districts and public colleges and universities. In addition to this, Heil has a good working relationship with the team at National Cooperative Leasing and are very willing to work with them also.	*
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	All orders for Heil products will be handled by each Member's local Heil Dealer, except for those sales territories where products are sold direct via our internal sales team. For those orders, the Member will work directly with the Heil Regional Manager for the territory who will handle the entire order process. From time to time the situation may arise where we can authorize another entity working in conjunction with our Heil dealer to offer the member a proposal using our contract. An example of this might be where a license is needed to sell a chassis in a certain location, but our Heil dealer is selling a turn key solution to the Sourcewell member. In this example, the purchase order might be issued to an entity not listed as a Heil dealer, but the Heil dealer is initiating the proposal to the Sourcewell member and providing the member with a simple, single purchase order solution. The Heil website (www.heil.com) can be accessed 24 hours per day, seven days per week. The site offers an interactive listing of authorized Heil dealers Members can use to find their local Sourcewell dealer/representative, who they will call directly to answer questions or to place an order. The Heil representative responsible for the territory of a Sourcewell member will work directly with them to identify the member's equipment needs. Once all equipment requirements have been determined, the representative will accept a PO directly from the Sourcewell member, complete all necessary paperwork, and place the member's order with Heil.	*
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	With all orders for Heil products being handled by the local Heil Dealer, payments are made directly to the respective dealer. Due to expense associated with fees related to a capital expense of this size, P-Card payments are not feasible. We believe this better serves the Sourcewell members in keeping costs lower.	*

Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
54	Describe your pricing model (e.g., line-item discounts or product- cat materials (if applicable) in the document upload section of your resp	Heil maintains individual MSRP Price Lists for each of our equipment product offerings and would use a "Percentage Discount from Catalog" model for pricing our products under this contract. For the 12,000 plus available parts offered, the pricing is also a "Percentage Discount" model. We have included copies of our MSRP equipment (See Appendix D) and parts pricing (See Appendix E for Heil Parts Pricing, Appendix F for Bayne Parts Pricing and Appendix G for Curotto Can Parts Pricing). Within the MSRP Price Guide, the Sourcewell member will find each product offered at various body sizes along with multiple options available to the member to meet their specific requirement. Due to the many options that are offered on both body and chassis and the electronic interactions that occur between the two units, we feel it prudent to involve our Dealer Representatives that are trained to know what will work together and what will not. Once the member has met with and defined a body and chassis specification that they desire, the Heil Dealer will provide them a quote that would contain the itemized list of the body with options and a total price. If the member wanted to verify that the quote was compliant to the contract, they would be able to compare the two documents to ensure they are not paying more than the 4% off MSRP.	*

Attachment: Sourcewell Heil Contract RFP# 091219 (6533 : 2020 Peterbilt 28 Yard Front Loader Refuse Truck)

55	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	If awarded a contract, we would offer Sourcewell Members a discount of 4% off MSRP for all products and services which would represent the ceiling price a member would pay to a Heil Dealer although the exception to this would be the chassis. See Appendix A for Chassis Specs and Pricing. Note, this discount does not apply to equipment rentals through those various entities. The rental pricing submitted has already taken this discount.	*
56	Describe any quantity or volume discounts or rebate programs that you offer.	Although Heil does not offer volume rebate programs, since our pricing is a ceiling-based approach for the Sourcewell member, a specific opportunity consisting of a high volume of units would certainly be reviewed.	*
57	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	In general, we do not source goods outside of our published price guides, so we are able to use the benefit of the Heil Dealer network to handle these nonstandard options that are requested by the members. The Sourcewell member will specify what product or service that is not included in our published price guides and we then review those items to ensure they have provided a line item quote to the member for each request. Similarly, the situation may arise where the member has a chassis specification that our turnkey solutions do not completely satisfy. In these situations, we will request a copy of the chassis specification desired and compare it to our standard specifications. We would consider these differences to be nonstandard options and would make sure that the difference in price would not exceed 10% of the total value of a turnkey package solution. Also, these non-standard options could include fuel delivery systems. For example, the installation of a LNG (Liquid Natural Gas) engine could be quoted by the Heil dealer, and as a non-standard option, the pricing should not exceed the 10% of the turnkey package threshold per option. It is feasible that a combination of expensive options such as a LNG fuel system and body scales could exceed the 10% sourced good threshold combined, but not individually.	*
58	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Total Cost of Acquisition costs are included in the pricing we have submitted with this Proposal. Freight or shipping charges would be identified by line item as such on the quotation to the member from the associated Heil dealer as well as any member requested additions.	*
59	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	Due to varying customer locations and shipping preferences, freight is an additional cost not included in the price guide submitted in Appendix D. Freight/delivery is included in the final pricing for every Sourcewell order. The current cost for Heil arranged shipping to the local Heil dealer, including Canada, is detailed in the "Heil Drive Away Price List" attachment submitted in Appendix H. For destinations not falling within the continental United States, the units will be delivered to the port of exit via a Heil or customer arranged delivery service and shipped via barge or ocean-going vessel to the destination.	*
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipments to Member Agencies in Alaska and Hawaii would be handled by the local Heil Dealer who is well-versed in economically coordinating these types of shipments. Shipping requirements vary by type of product, product dimensions, and weight. For example, a refuse collection vehicle can be driven to the port of export, then shipped via container to its port of destination, and then driven to the local dealer who would perform the necessary inspections and facilitate delivery to the customer. For all product orders shipping to Alaska or Hawaii, all costs for shipping would be calculated and quoted to the customer at time of order. Shipments to our Canadian Heil Dealers are included in the Heil Drive Away Price list in Appendix H. Returns are treated the same for Hawaii and Alaska as for the other 48 states.	*
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Heil's Network comprising 34, well trained, entrepreneurial Dealers at 60 locations around the U.S. and Canada, set Heil apart in size, personnel, experience and customer focus. This network coupled with Heil's product innovation pipeline and factory support makes the Heil brand, sales and customer service channels unique to the refuse collection vehicle market.	*

Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Option C best describes the pricing that is offered in our proposal. Heil does not hold any other cooperative purchasing contracts, nor do we have a GSA account. Our product offerings are sold through our Heil Dealer network to the individual Sourcewell members. This proposal sets a ceiling price and therefore allows the dealer to work individually with the member to get them the best price possible.

Audit and Administrative Fee

Line Item	Question	Response *
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Heil's self-audit process for all Sourcewell transactions will begin as soon as an order is submitted. Orders will be reviewed immediately by multiple departments to ensure all necessary documents are submitted, and complete. Prior to submitting quarterly fees to Sourcewell, the final invoice to each Sourcewell member will be reviewed to make certain the Sourcewell fee amount is in alignment with the final invoice to the Sourcewell member. In addition to Heil's Customer Care team retaining all documents submitted with the original order, Heil will retain a copy of the final customer invoice, other applicable documents and reports.
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Heil proposes an administrative fee payable to Sourcewell of 1% of the purchase price on all products, including chassis.

Industry Specific Questions

Line Item	Question	Response *
65	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	The internal metrics that we currently utilize to measure success are related to total units sold on the contract versus a goal. We set our goal each year based on our company annual operating plan, then we measure throughout the year to be sure we are staying on target or looking for ways to address areas where we are exceeding or missing our goal. We also track the number of units sold off the contract that are turnkey solutions versus non-turnkey solutions.
66	If your proposal does not include the chassis as a turnkey solution, propose, in detail, the process you or your dealer will follow to assist the Sourcewell member to acquire the chassis.	Heil does offer a full turnkey solution, but as noted in Question 57 regarding "sourced" products, the situation may arise where the member has a chassis specification that our turnkey solutions do not completely satisfy. In these situations, we will request a copy of the chassis specification desired and compare it to our standard specifications. We would consider these differences to be nonstandard options and would make sure that the difference in price would not exceed 10% of the total value of a turnkey package solution. Similarly, chassis OEMs generally make model changes in the middle of the year and some customers prefer the newer models. We would follow the same process of comparing the chassis specifications for the current year model versus the newest model and ensure that the difference in price would not exceed 10% of the total value of a turnkey package solution.

67	Explain key designs or processes your company takes to provide and promote safe operation of your equipment.	For many years, the Heil company has been an active participant in the development and maintenance of the ANSI Z245.1 – Mobile Equipment safety standard which governs our industry. The chairman of this committee is a Heil Director of Engineering, and ESG is a voting corporate member of the main ANSI council with many representatives across multiple ANSI standard subcommittees. All Heil designs are compliant with ANSI 245.1, and each design change is evaluated against this standard by way of our disciplined and documented engineering change process. However, ANSI is not the only standard with which Heil ensures compliance. The company is diligent to comply with all relevant standards that cover our products. This includes: FMVSS, SAE, ISO, and NFPA52 just to name a few. Safety is our first priority and is daily topic in our daily work and conversations, followed by quality and on-time delivery. Heil also has a long-standing and extensive training program to help our customers and their end-user customers understand the required safety and maintenance practices. This is supported by way of factory training, on-site training, and on-line video resources. Heil adheres to a high standard of business ethics and is a socially responsible company committed to the safe design, manufacture, operation and service of its innovative products.	12.c
68	Explain how your equipment in this category reduces down-time for the purchasing entity.	Front Loaders • Streetwise Hydraulics, the Heil® exclusive "clean front head," relocates the hydraulic body valve from the front head to under the side of the refuse body. This design reduces the influence of exhaust heat on the hydraulic components, as well as improving access to the valve bodies. This improves safety and reliability while reducing downtime. • The Cortex controller with Insight Display - the brain of our system - is a rugged mobile controller that delivers intelligence and precision. Utilizing a mobile controller and placing it in a protected location gives us the intelligence we need and the durability our customers demand. • The Heil® Half/Pack® front-load garbage truck with Odyssey™ hydraulic controls has interlocking cross-members and long-members that form a rock solid foundation for the body, delivering unmatched durability and longevity. This allows for more uptime, longer equipment life, and a higher resale value. A load-sensing piston pump controls hydraulic flow, intelligently delivering proper oil amounts as required. This increases efficiency, reduces fuel consumption, decreases hydraulic system temperatures, and contributes to low Total Cost of Ownership. • Equipped with an Insight Display, an in-cab display that provides real-time feedback, as well as optimal operator control. The operator can look to one place for all of the information needed on the body of the truck. Also, the Insight display offers maintenance personnel advanced troubleshooting features. This not only makes the operator more efficient but also reduces downtime and maintenance. • Heil® continues to set the standard for front loader refuse trucks with the evolution of innovative new features that enhance functionality. Our patented Shur-Lock™ tailgate locks, double-walled and lapped hopper sides, and an industry-leading interlaced ladder subfloor foundation mean that your Half/Pack® front loader is built for a long, reliable lifespan. • Zinc Plated tubes – The use of zinc plated tubes eliminates corrosion, therefore reducing hydraulic leaks and prevents the need to replace components over the life of the truck. This reduces maintenance and downtime costs. • Hydraulic Tube Covers – Protects the tubes and hoses on the arms from damage • Illuminated Push Button Controls – Fully sealed and potted, easy to read and understand push button controls for body and lighting functions reduce down time by increasing reliability Rear Loaders • The patented dual-track packing system is the heart of the PowerTrak® design. Other rear load garbage trucks move shoes or rollers along a single track during sweep and pack cycles. This requires the top cylinder to operate at a sharp angle of resistance, causing intense friction that robs power and speed and increases wear on shoes and tracks. The PowerTrak® Commercial's revolutionary dual-track system gives the top cylinder its own track, significantly reducing the angle of resistance. This reduces friction and increases cycle times because more pressure is exerted directly onto the load, giving you incredibly long life from the aluminum/bronze alloy slide shoes. • The DuraPack® 5000 features the Heil® DP body, the only fully welded, interlaced subframe in a refuse collection truck. With formed channels for extra strength, high tensile strength steel to maximize performance at a minimum weight, and full welding for superior resistance to corrosion and cracking, the DuraPack® 5000 is a sturdy rear loader with the stamina to absorb years of tough refuse hauling. In addition, the Cortex controllers with Insight Display – has been integrated into the electric system to reduce downtime. By utilizing this mobile controller and placing it in protected locations, the unit becomes more reliable and with more consistent interfaces with chassis electrical systems becomes easier to diagnose and keep on route. Side Loaders • The Python® side load arm features cushioned cylinders for action that's smooth, saving wear and tear on the lift arm and the chassis. • The Heil® Operate-in-Gear-at-Idle System comes standard on the DuraPack® Python®. It is designed to reduce wear on the lift assembly, chassis, engine, and transmission.	Attachment: Sourcewell Heil Contract RFP# 091219 (6533 : 2020 Peterbilt 28 Yard Front Loader Refuse Truck)

- The DuraPack® Rapid Rail® automated sideloader also features Cortex with Insight Display. The "brain" of our system is a rugged mobile controller that provides the intelligence and precise control of our unit demands. Utilizing a mobile controller and placing it in a protected location gives us the intelligence we need and the durability our customers require. This allows for less downtime and ease of service.

- The Heil® Liberty™ Automated Sideloader integrates our time-tested Continuous Pack body with the patented technology of the Python arm. The Continuous Pack body has been a customer favorite for more than 35 years. Our patented paddle packer design continuously sweeps the hopper, so there's no need to stop and pack the load. And, because there's no packer panel to slide into the body, the need for shoes, guide tracks, guide rails, and internal body parts is eliminated

Multi-Compartment Vehicles

- The DuraPack 4060 split-body rear loader utilizes a 40/60 two-compartment split body. Also, the DuraPack® 4060 features independent hydraulic systems enabling the pressure to be adjusted for each compartment based on the type of waste being collected

CNG Capabilities

- CNrG™ offers a lower profile, enabling CNG-equipped front load and side load garbage trucks to make height-sensitive routes previously closed to them. And its smart design makes it road-ready from day one and reduces the need for maintenance and the associated costs. The fully integrated CNrG™ lifts as a regular tailgate and simplifies maintenance and fueling infrastructure. The CNrG™ tailgate structure received rigorous stress analysis and testing, simulating 15 years of operation.

Organics

- The PT 1000® can be equipped with optional features which include: an extended hopper sill, a hopper drain with shut-off valve, extended tailgate seal, body access door seal, an extended body front head plate, and sumps. The one-piece body sidewall is easier to wash and maintain, resists rust and corrosion, and is competitively priced for adding organics collection to your fleet.

- RAPIDRAIL®. Heil is now adding an Automated Organics Collection Side Load garbage truck to our unit portfolio. Rapid Rail has been specifically designed to meet the needs of organic waste collection. The Rapid Rail is equipped to be the optimal Automated Side Loader to collect organics in both the Residential and Commercial Market. The liquid-tight tailgate seal, floor mounted sealed bearing packer design, and now with optional reduced packer sweep functionality of the packer paddle make the Rapid Rail the high lift capacity, low compaction automated solution for organics collection. Available only in a dumping model to ensure optimal payload removal of the "solid organics" with an optional 3" hopper drain valve that will allow for liquid removal at specified locations.

Parts Central

- Heil® Certified OEM Parts are the most reliable replacement parts for Heil® refuse trucks. These parts are made following the exact specifications and production processes on the same assembly lines as the parts originally installed on the vehicles. This means they fit perfectly every time. Heil® uses only the highest-quality materials for parts that last. Parts Central also offers the most requested aftermarket parts for Heil and other makes of garbage truck bodies. Our aftermarket parts are designed and manufactured to strict standards and are backed by more than 100 years of industry experience. High-volume parts that are frequently requested are available for immediate, same-day delivery through your local Authorized Heil® Dealer. Orders for in-stock parts placed with Parts Central before 5 p.m. ET will be shipped overnight.

Bayne Thinline Premium Lift Systems

- Bayne's actuated lifters for mobile refuse applications feature the patented Thinline® rack and pinion rotary actuator for superior lifting capacity and outstanding reliability. These lifters, also known as cart tippers, are specifically designed to improve the efficiency of your refuse collection operation and minimize your fleet downtime.

Third Eye

- 3rd Eye has developed the industry leading back up truck camera systems designed to withstand shock and vibrations up to 10G, repel water intrusion, salt and handle extreme temperatures.

Dealer Network Advantage

- Our Heil Dealer Network comprises 60 locations to service customers. In addition to these dealer technicians, Heil also has 8 Field Service Technicians that are also available to service members if the need requires it. Support for our customers is a priority and we make it as

		easy as possible through our dealer locator on the Heil website, easy to access email for Heil Tech Support as well as the Heil Tech Support phone number. By utilizing the local Heil dealer network, we are able to have technicians in the vicinity to the member arrive on site quicker and further reduce the downtime. In the event that the asset must be brought into the dealership, the various locations throughout the country reduce the amount of miles that are needed to be towed to an authorized Heil dealer.
69	Describe how the equipment you propose simplifies the operation for end-users.	One example is our patented Odyssey™ hydraulic control technology delivers waste industry- lea the links below of some of our customers explaining how our products simplify their operations: Environmental: viewable at https://vimeo.com/318776652 E.L Harvey: viewable at https://vimeo.com/292412920 JJ's Waste and Recycling: viewable at https://vimeo.com/315331275 Another example is our DuraPack® Python® automated side loader. The DuraPack® Python® automated side load garbage truck combines two proven products in one high-performance package — the DuraPack® refuse body, which is famous for its toughness and productivity, and the patented Python® automated arm, which is faster, smoother, and longer lasting than any other. The DuraPack® Python® arm has an 8-second lift cycle. That can save you up to 4 seconds per stop – and up to 1 hour per day – delivering a fiscal savings of more than \$15,000 per trash truck every year! You don't have to wait for the hopper to catch up with a load, either, because the Python® follower panel enables continuous dumping. Twin packing cylinders deliver outstanding payloads, so you can collect more homes with fewer trips to the disposal site. The Python® side load arm features cushioned cylinders for action that's smooth, saving wear and tear on the lift arm and the chassis. The Python® unique lift geometry also prevents spillage and enables the arm to return refuse carts with the lids closed every time. The Heil® Operate-in-Gear-at-Idle System comes standard on the DuraPack® Python®. It is designed to reduce wear on the lift assembly, chassis, engine, and transmission. Concerning our rearloading trucks, with over 20,000 built and nearly 30 years of reliability, the Heil® DuraPack® 5000 high-compaction rear load garbage truck has become the mainstay of refuse collection fleets. From small independent haulers to the world's largest municipal fleet, you simply can't find a better rear load body. Engineered to last. The DuraPack® 5000 features the Heil® DP body, the only fully welded, interlaced subframe in a refuse collection truck. With formed channels for extra strength, high tensile strength steel to maximize performance at a minimum weight, and full welding for superior resistance to corrosion and cracking, the DuraPack® 5000 is a sturdy rear loader with the stamina to absorb years of tough refuse hauling. Now with the inclusion of the cortex controllers and insight display with integrated controls, the operator has more control and information at their fingertips. Heil's new Semi-Autonomous optional control package allows for single button operation that will reduces operator inputs by 82% when dumping FEL containers. It also greatly reduces driver training time in some cases by 35% while increasing on route productivity of most drivers by up to 30%.
70	Provide examples from your product offering that are unique in the industry.	- The PowerTrak® Commercial PLUS high-compaction tag axle rear loader enables you to maximize productivity by carrying the largest legal refuse loads — up to 1,200 pounds per cubic yard! The Heil® patented design mounts the tag axle to the chassis frame rail, making it more structurally sound than refuse collection trucks with the tag axle integrated into the tailgate. - The MultiPack® is ideal for waste routes with "unlimited-at-the-curb" contracts. It's also the perfect unit for those ugly "surprises" that unexpectedly end up next to a customer's trash cart on collection day. Plus, while other garbage truck body manufacturers may offer multi-function trucks, only the Heil® MultiPack® is "totally functional" in both modes of operation because it can pick up a completely manual or automated route. 3rd Eye Enhance Vehicle Behavioral Analytics (VBA™) encompasses the entire suite of camera, monitor, video, data, radar, and ELD solutions. This comprehensive package is offered ala carte to allow fleet owners to choose the systems that make sense for their current application with the built in upgrade path if and when it's needed. 3rd Eye puts fleet owners in the driver's seat with proven applications that help them to make better decisions to deliver the lowest total cost of ownership. 3rd Eye provides engineered body-system-sensor systems that provide real-time status and feedback for both chassis and body-related functions. Fleet owners know critical operational metrics, such as fuel consumption, operational temperatures and pressures – as well as when hydraulics are being utilized and the position of hydraulically operated body systems. This allows fleet owners to know when fuel is being used to move the vehicle vs. when the vehicle is using fuel to perform a body function [like compacting a load of garbage or lifting a man bucket]. Geo sensors allow fleet owners to know when assets are operating on road vs. off road. For the first time, fleet owners have the ability to request tax rebates for the Heavy Highway Use Tax, for fuel used during non-use fuel consumption. - Heil's new Semi-Autonomous optional control package allows for single button operation that will reduces operator inputs by 82% when dumping FEL containers. It also greatly reduces driver training time in some cases by 35% while increasing on route productivity of most drivers by up to 30%.

71	If an hybrid/electric chassis option is not a part of your product offering, provide information on when a hybrid/electric option may be part of your offering.	While Heil is not a chassis manufacturer, we have proven that we have product offerings can be utilized on fully electric chassis. This year (2019), Mack Trucks unveiled its Mack® LR battery electric vehicle (BEV) at Waste Expo with a Heil DURAPACK® 5000 Rear Loader. Please click the link below for more information: https://www.macktrucks.com/mack-news/2019/mack-trucks-unveils-fully-electric-mack-lr--refuse-demonstration-model/
72	Describe any safety innovations on your equipment that are either exclusive or that you have introduced into the marketplace.	- The Heil Co. ("Heil") was founded in 1901 and has been an industry leader and design innovator for decades in the solid waste industry. Heil product designs comply with all safety standards and regulations applicable to our industry, and we actively innovated to improve the protection of our entire value chain, from suppliers to our customers, their customers, and the at-large population that is proximate to our machines every single day. Heil has the widest product line in the industry, including front loaders, side loaders, and rear loaders with a variety of sizes and configurations to match a multitude of on-the-street collection applications. As just one example, the Heil Odyssey Automated Front Loader allows operators to keep their eyes facing forward because the work is in front of them – in the same direction the truck is moving. This design includes features like smooth coordinated lift cycles, multiple patents like the gravity latch used to ensure the arm lift arm is secure during a dump cycle, and a combination of safety interlocks that prevent unsafe movement. Furthermore, Heil is leading the way into the future of automation by enhancing designs with smart sensors and features which relieve some of the in-cab motion stress that operators feel on a daily basis. It may be as simple as an ergonomic arm rest and multi-function joystick, or as complex as motion control design iterations that result in the lowest cab shake possible. Through a rigorous Voice of Customer program, Heil makes active outreach efforts to listens to its customers and innovates to continuously improve the safety and ergonomics of our equipment. - The 3rd Eye family of Integrated Collision Avoidance Radar Systems offer cutting-edge solutions to protect both your drivers, your assets, and those in close proximity to your vehicle. 3rd Eye Vehicle Radar Systems assist drivers by notifying them of other vehicles as well as obstacles they may not see. Vehicles operating 3rd Eye radar systems routinely report fewer accidents and near misses and, combined with 3rd Eye camera systems – provide an added level of safety and protection that adds peace of mind – as well as providing documentary evidence to protect companies from false claims of property damage or injury. 3rd Eye collision avoidance radar systems utilize your existing 3rd Eye Mobile camera cables for easy installation.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

- Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
- Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
- Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
- If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "MarketingPlan."

- [Financial Strength and Stability](#) - Appendix B - 2018 Dover Annual Report.pdf - Thursday September 05, 2019 10:23:51
- [Marketing Plan/Samples](#) - Appendix - Marketing samples.zip - Friday September 06, 2019 14:21:37
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- [Pricing](#) - Appendix - Price lists.zip - Monday September 09, 2019 10:55:49
- [Additional Document](#) - Chassis Specifications.zip - Friday September 06, 2019 14:24:44



WE NEVER STOP WORKING FOR YOU

Half/Pack®

High-Compaction Front Loader



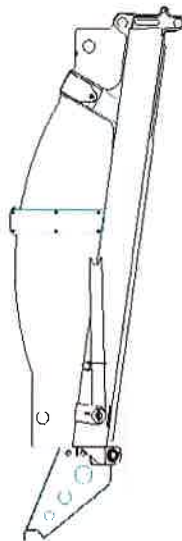
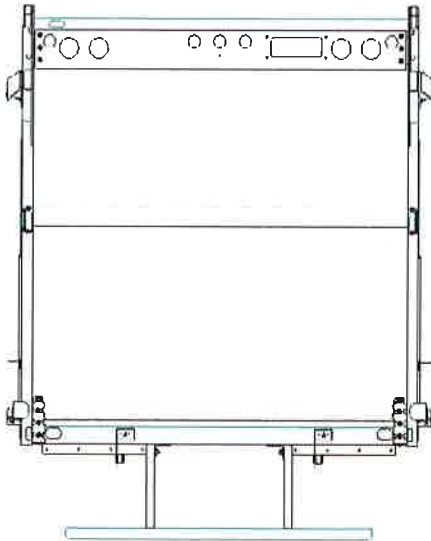
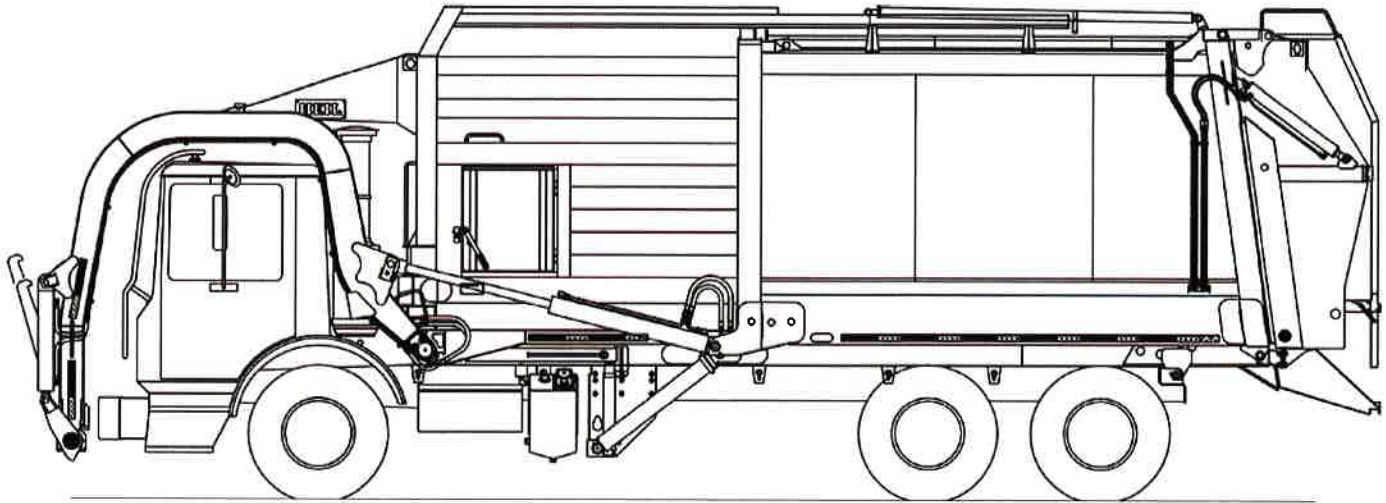
Standard Equipment Features included in Base Price

- | | |
|--|---|
| • Steel Sliding Top Door | • Streetwise Hydraulics™ |
| • Hinged and completely sealed left-side body access door to include step and grab handles | • Arm rest for operator controls |
| • Cab shield with hinged rubber tip extension - Steel | • Backup Alarm |
| • Front head closure screen | • Backup and license plate light |
| • Body service props | • LED center-mounted brake light |
| • Tailgate service props | • LED duplicate high and low mount stop, turn, and tail lights |
| • Fully automatic Shur-lock tailgate latches | • LED mid-body turn signals |
| • Clamp on arms | • Strobe light (Amber) mounted on lower tailgate- to include in cab switch, pump on and reverse activated |
| • 8,000 Wattec WRP 06-1996 rated arms | • Front and Rear Mud Flaps |
| • Four Arm shaft bearing blocks | • Rear Under ride bumper |
| • Fork Cross shaft rubber bumpers | • Hopper Flood Light |
| • Bolt-on rubber arm stops | • Shovel Kit mounted back of packer |
| • Heavy-duty forks - 1 1/2" thick x 59" length | • Low oil level sensor to include light and buzzer warning as well as pump shut off |
| • Front Mount single vane pump | • Severe-duty wear bars |
| • Cross pattern packing cylinders | • 3" underbody gate valve on street side |
| • Chassis frame mounted oil tank with sight gauge and shut off valve | • Remote packer lube |
| • 3-micron return line filter with magnetic trap and in-cab filter bypass monitor | • Greaseless tailgate hinge and lift cylinders |
| • 100- micron suction line strainer | • Hydraulic oil temperature sensor with alarm |
| • Abrasion resistant hoses | • Body hydraulic pressure sensor |
| • Cortex Controller with insight diagnostic display with integrated 3rd Eye camera feed | • Arm / Fork over height warning kit |
| • Throttle Advance/Limit | • 20 Lb. Fire extinguisher |
| • Joystick in-cab air controls | • MVSS #108 clearance light and reflectors |
| • Complete array of in-cab function indicator lights on in cab display | • ICC reflective tape |
| • 5 lb. in-cab fire extinguisher | • Rear camera bracket and flood lights - reverse activated |
| • Tailgate lock and closed indicator sensor with in-cab indicator and alarm | • Body Undercoating |
| • ANSI Z 245.1-2017 Compliant | • Customers Choice of one color paint finish |
| • Safety triangle kit in cab | • Standard 1-year warranty (2000 hours of operation) |
| • Cavity & Joint sealer | • Chrome-plated cylinder rods |
| • Arm Hydraulic Tube Covers | • Zinc Plated Hydraulic Tubes |
| • Remote I/O for Tailgate valve | • Remote lube for center arm bearing blocks |
| | • Push Button controls with expanded system status notification |

[Return to Index Page](#)

Half/Pack®

Paint Stripe and Accessory Requirements



PAINT AND OPTIONS LAYOUT DETAIL
USE THIS FORM TO DESCRIBE PAINT SCHEMES
BE SPECIFIC ABOUT DIMENSIONS AND DETAILS

Sales Order #		Submitted by	
Customer			
Paint Color 1			
Paint Color 2			
Paint Color 3			
Chassis Make			
Chassis Model			
Wheelbase			
Body Size		Approved by	

Attachment: Heil Half Pack (6533 : 2020 Peterbilt 28 Yard Front Loader Refuse Truck)

PETERBILT

Piedmont Peterbilt LLC P360
7061 Albert Pick Road

CAROLINA ENVIRONMENTAL SERVICE
2750 HWY 66 SOUTH

Greensboro, North Carolina United States 27409

Phone: (336) 668-3050

Fax: (336) 665-0221

Email:

KERNERSVILLE, North Carolina United States
27284

Phone: (336) 869-9900**Fax:****Contact Email:**

Prepared for: Maxwell taylor

Vehicle Summary

Model:	Unit	Model 520	Chassis	
Type:		Full Truck	Fr Axle Load (lbs):	20000
Description:		STOCKFL	Rr Axle Load (lbs)	46000
	Application		G.C.W. (lbs):	66000
Intended Serv.:		Refuse/On-Highway	Road Conditions:	
Commodity:		Refuse, Scrap, Recycling	Class A (Highway)	100
	Body		Class B (Hwy/Mtn)	0
Type:		Residential Front Loader	Class C (Off-Hwy)	0
Length (ft):		24	Class D (Off-Road)	0
Height (ft):		13.5	Maximum Grade:	6
Max Laden Weight (lbs):		1000	Wheelbase (in):	210
	Trailer		Overhang (in):	110
No. of Trailer Axles:		0	Fr Axle to BOC (in):	0.1
Type:			Cab to Axle (in):	209.9
Length (ft):		0	Cab to EOF (in):	319.9
Height (ft):		0.0	Overall Comb. Length (in):	377
Kingpin Inset (in):		0		
Corner Radius (in):		0	Special Req.	
	Restrictions		United States Registry	
Length (ft):		40		
Width (in):		102		
Height (ft):		13.5		

Approved by:

Date:

Note: All sales are F.O.B. designated plant of manufacture.

Ask your dealer for a quote today, or visit our website @ www.paccarfinancial.com.

PACCAR Financial offers innovative finance, lease and insurance programs customized to meet your needs.

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed: 4/4/2019 9:06:55 AM
Effective Date: Jan 1, 2019
Prepared by: ID: HOWIE1

Complete

Model Number: Model 520
Quote/DTPO/CO: Q74236596
Version Number: 38.20

PETERBILT

Piedmont Peterbilt LLC P360
7061 Albert Pick Road

CAROLINA ENVIRONMENTAL SERVICE
2750 HWY 66 SOUTH

Greensboro, North Carolina United States 27409

KERNERSVILLE, North Carolina United States
27284

Phone: (336) 668-3050
Fax: (336) 665-0221
Email:

Phone: (336) 869-9900
Fax:

Contact Email:

Prepared for: Maxwell taylor

Data	Code	Description	Weight
Base Model			
0005201	O	Model 520 Peterbilt's Model 520 is built to withstand the harsh demands of the refuse industry. The rugged, aluminum cab delivers best-in-class durability for increased uptime and lap seam construction on a zinc-coated steel sub-frame for corrosion resistance. Bulkhead-style doors provide years of watertight performance. This low-cab forward vehicle adds a new dimension of productivity and versatility. An industry-leading, 65-degree cab tilt enhances maintenance and serviceability. Body installation is cost effective and efficient and the center console provides convenient access to body control integration points.	16,475
0091180	O	Refuse, Scrap, Recycling	0
0093035	O	Refuse/On-Highway Truck or tractor which hauls refuse, recycled material, etc. Includes roll-on/roll-off container movement, as well as hauling refuse from transfer stations to, but not into, landfills.	0
0095350	O	Residential Front Loader	0
0098170	O	United States Registry	0
Configuration			
0200700	O	Not Applicable Secondary Manufacturer	0
Frame & Equipment			
0514170	O	10-3/4in Steel Rails 343-450in 10.75x3.5x.375 Dimension, 2,136,000 RBM; Yield Strength: 120,000 psi. Section Modulus: 17.8 cubic inches. Weight: 1.74 lbs/inch pair	333
0601500	O	Full Steel Inner Liner	763
0620160	O	FEPTO Provision 4-7/8in Bumper Extension Includes 1350 Series Front Drive PTO Attachment Provision, Radiator with PTO Cut-Out in Grille, Radiator Protection Sleeve, and Bumper Extension	45
0644090	S	EOF Square without Xmbr For use with body builder installed crossmember.	0
0651090	S	Omit Rear Mudflaps and Hangers	0
0713130	O	(2) Solid Mount Cable Hooks	40
Front Axle & Equipment			
1011890	S	PACCAR Steer Axle 20,000 lb, 4 in. Drop Axle is designed for applications with a gross axle weight rating (GAWR) of 20,000 pounds. Front axle is designed for demanding applications such as construction, heavy haul, refuse, and other vocational uses. Robust forged steel beam construction for long-lasting performance. It utilizes innovative tapered kingpin roller bearings for more efficient operation and improved steering efficiency.	26
1114040	O	Taper Leaf Springs, Shocks 23,000 lb Standard with Heavy Resistance Shocks.	193
1243010	S	Power Steering Sheppard M100 Dual For use with 16,000 to 20,000 lb. axle ratings. Glidekote splines on steering shaft extend service life of components.	0

1354840	O	PHP10 Iron PreSet PLUS Hubs	84
1380270	O	Bendix Air Cam Front Drum Brakes 16.5x6 Includes automatic slack adjusters & outboard mounted brake drums.	0
1380490	O	PACCAR Wide Track IPO Std 71in KPI IPO 69in for improved turning radius.	0
1391390	O	Long Stroke Brakes, Front Axle	0
1391410	O	Gusseted Cam Brackets, Steer Axle	0

Rear Axle & Equipment

1523340	O	Dana Spicer D46-170 46,000 lb Interaxle diff lock air rocker occupies space of one gauge. Laser factory axle alignment to improve handling & reduce tire wear. Magnetic rear axle oil drain plug captures & holds any metal fragments in drive axle lube to extend service life. Parking brakes on all drive axles for optimal performance. Cognis EMGARD® FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life.	67
1616300	O	PHP10 Iron PreSet PLUS Hubs	0
1632650	S	Long Stroke Parking Brakes, Drive Axle(s)	0
1680440	O	Refuse Service Brakes, Steer And Drive Axles	0
1680450	O	Rear Brake Camshaft Reinforcement	9
1680500	S	SBM Valve Full trucks require a spring brake modulation (SBM) system for emergency braking application. This system requires an SBM valve and a relay valve with spring brakes on the rear axles. The SBM valve allows the foot valve to operate the rear axle spring brakes if a failure exists in the rear air system.	0
1682710	O	Anti-Lock Braking System (ABS) 6S6M ABS-6. Includes air braking system.	35
1684200	S	Synthetic Axle Lubricant All Axles Peterbilt heavy duty models include Fuel Efficient Cognis EMGARD FE75W-90 which provides customers performance advantages over current synthetic lubricants with reduced gear wear and extended maintenance intervals, resulting in increased uptime. In addition, the lubricant provides improved fluid flow to protect gears in extreme cold conditions and withstand the stress from high temperatures, extending component life.	0
1687020	O	Bendix Air Cam Rear Drum Brakes 16.5x8.6 Includes Automatic Slack Adjusters & Outboard Mounted Brake Drums. Refer to TSB 11-57 for more information.	0
1704560	O	Ratio 4.56 Rear Axle	0
1824240	O	Hendrickson Haulmax HMX460 46,000 lb, 54in Axle Spacing, 60K Creep Rating	-64
1921370	O	16.5in Saddle Height HMX400/460 IPO Std 18.5"	0
1921470	O	Shock Absorbers For HMX Suspension	31

Engine & Equipment

2072608	O	PACCAR MX-11 400R@1600 GV@2200 1450@900 Refuse (2017 EMISSIONS)	670
N20690	N162	64....Maximum Accelerator Pedal Ve	
N20700	N006	64....Max Cruise Speed (N006)	
N20710	N052	650...Idle Target (N052)	
N20740	N015	NO....Enable MX Retarder In Neutra	
N20750	N019	0....Delay in Engine Brake Activa	
N20760	N014	2....Auto Retard Vehicle Speed Of	
N20770	N013	4....Downhill Speed Limiter Vehic	
N20780	N001	16....Minimum Speed to Turn Cruise	
N20790	N003	19....Minimum Cruise Control Speed	
N20800	N002	19....Min Speed to Automatically T	
N20830	N039	OFF...Allow Multi-Torque Only When	
N20840	N187	5....Timer Setting Non-PTO Mode w	
N20850	N188	5....Timer Setting Non-PTO Mode w	
N20860	N185	40....Low Ambient Temperature Over	

N20870 N184 80....High Ambient Temperature Ove
 N20900 N186 5....Timer Setting When in PTO Mo
 N20910 N190 YES...Reset EIST Timer Based on En
 N20930 N071 ON....FIC Enable/Disable (N071)
 N20940 N072 1900...Maximum Fast Idle Control En
 N20990 N078 ON....PTO Mode Disabled w/ Clutch
 N21000 N101 ON....PTO Mode Disabled w/ Service
 N21010 N079 ON....PTO Mode Enable Only w/ Park
 N21020 N080 1....PTO Vehicle Speed Limit (N08
 N21030 N089 ON....PTO Mode Enable Only w/ Tran
 N21100 N087 780...RPM Set Point (N087)
 N21110 N086 2000...Maximum Engine Speed During
 N21160 N110 1....Enable Set Point w/ Set/Acce
 N21170 N191 NO....Override EIST Timer Based on
 N21190 N193 0....Expiration Distance (N193)
 N21230 N197 YES...Enable Accelerator Pedal Res
 N21240 N198 YES...Enable Service Brake Reset (
 N21250 N199 YES...Enable Clutch Pedal Reset (N
 N21260 N200 YES...Allow EIST Timer Overrides i
 N21280 N163 0....Maximum Cycle Distance (N163
 N21300 N169 0....Expiration Distance (N169)
 N21310 N170 68....Standard Maximum Speed Limit
 N21320 N106 650...Minimum Engine Speed During
 N21640 N179 YES...Enable Park Brake Reset (N17
 N21650 N173 0....Reserve Speed Offset (N173)
 N21670 N164 252...Reserve Speed Function Reset
 N21900 N073 0....Cab Accel Pedal Type in PTO
 N21910 N182 30....Coolant Temperature Override
 N21920 N219 3....Offset mode (N219)
 N21930 N224 0....Maximum Vehicle Speed Bonus
 N21940 N227 -2....Maximum Vehicle Speed Penalt
 N21950 N246 4....Minimum Vehicle Speed for DS
 N21960 N247 1....Lowest Gear that DSA will be
 N21970 N248 10....Highest Gear that DSA will b
 N21980 N076 2000...Max Accelerator Controlled E
 N21990 N307 OFF...Cab Accelerator Active in Re

2091305	O	Engine Idle Shutdown Timer Enabled	0
2091315	O	Enable EIST Ambient Temp Override	0
2091372	O	Eff EIST NA Expiration Miles	0
2091640	O	Effective VSL Setting NA	0
2092014	O	Typical Operating Speed 65 MPH	0
2092027	O	MX Retarder State Cruise Control On (Manual Mode Engine Parameter)	0
2092032	O	Powertrain Optimized for Performance Best analysis for vehicles used in vocational applications or with heavy GCWRs.	0
2092075	O	Enable MX Retarder Auto Retard (Engine Parameter)	0
2092082	O	Engine Monitoring Protection - Derate (PACCAR MX) A warning is provided in the A-Panel display when DPF regeneration is required. Continued operation without regeneration will initiate automate derating of the engine's power and can result in damage to the engine.	0
2140200	S	CARB Engine Idling Compliance PACCAR PX-7, PX-9 and MX, Cummins ISL, ISM and ISX diesel engines will include the required factory installed serialized sticker on the drivers door to identify them as meeting the NOx idling standard.	0
2513060	S	PACCAR 160 Amp Alternator, Brushed	0
2521090	O	Immersion Type Block Heater 110-120V Standard location is center left hand under cab and includes a weather-proof cover that protects the receptacle. This pre-heater keeps the coolant in the engine block from freezing when the engine is not running.	2
2522080	O	PACCAR Premium Starter-MX Engines Only PACCAR Premium 12 volt. Better cranking power, lower current draw and improved warranty to 5-yr/500K miles.	0
2538040	S	3 PACCAR Premium 12V Dual Purpose Batt 2190 CCA Threaded stud type terminal. Stranded copper battery cables are double aught (00) or larger to reduce resistance.	0

2539220	O	Battery Jumper Terminals Mtd In Front Of Battery Box	4
2539740	O	Kissling Battery Disconnect Switch, 300 amp Mounted on battery box	3
2621000	S	2-Speed Fan Clutch For Frequent Start/Stops	0
2738410	O	Wabco 25.9 CFM Air Compressor, MX only	7
2811160	O	Compression Brake, MX	0
2921110	S	PACCAR Fuel/Water Separator Standard Service Interval	0
2921210	S	No Fluid Heat Option for Fuel Filter	0
2921310	S	No Electric Heat Option for Fuel Filter	0
3010400	O	Engine Protection Shutdown Includes oil pressure, oil temperature, coolant temperature, and intake manifold temperature.	0
3114270	S	High Efficiency Cooling System Cooling module is a combination of steel and aluminum components, with aluminum connections to maximize performance and cooling capability. Silicone radiator & heater hoses enhance value, durability, & reliability. Constant tension band clamps reduce leaks. ClimaTech extended life coolant extends maintenance intervals which reduces maintenance costs. Anti-freeze effective to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to prevent engine damage. Radiator Size by Model: 587: 1330 sq in, 579/367 FEPTO 1325 sq in, 567/365/367: 1440 sq in, 384/386: 1301 sq in, 365 FEPTO: 1184 sq in, 389/367 HH: 1669 sq in, 348: 1000 sq in, 320: 1242 sq in.	0
3120320	O	Bugscreen-Removable Type Grill Mtd Additional clips at bottom of bugscreen.	0
3120450	S	Stainless Steel Grille	0
3261980	S	Heavy Duty Air Cleaner Molded rubber air Intake connections with lined stainless steel clamps seal to prevent contaminants in air intake.	0
3365300	S	Exhaust Vertical LH DPF/SCR LH Back of Cab Vertical (2017).	0
3381770	O	Curved Tip Standpipe(s)	1
3387870	S	24in Ht, 5in Dia Chrome, Clear Coat Standpipe(s)	0

Transmission & Equipment

4052420	O	Allison 4500 RDS-P Transmission, Gen 5 Rugged Duty Series. Includes Rear Transmission Support except on MX engines, TranSynd Transmission Fluid, and Water Oil Heat Exchange. Also includes features that monitor the transmission fluid, filter and clutch condition. Will display percent life remaining for the transmission fluid, filter and clutches on the shift selector. This information may be displayed using the Mode and Up and Down buttons. A wrench icon will also be included to indicate when the transmission fluid, filter or clutches need servicing. (Suited for vehicles operating on/off highway and/or requiring PTO operation) Forward Ratios: 1st-4.70, 2nd-2.21, 3rd-1.53, 4th-1.00, 5th-0.76, 6th-0.67 / Reverse Ratios: DR-(5.55)	390
4210190	O	1810 HD Driveline, 1 Midship Bearing 4.5in x .180 wall tubing	15
4252890	O	Allison FuelSense 2.0 Not Desired	0
4252950	O	Omit Allison Neutral At Stop	0
4256020	S	Console Mounted Push Button Shifter Allison transmissions	0
4256740	O	Allison 6-Speed Configuration, Wide Ratio Gears Allison 4500 Transmission Only	0
4256870	O	Allison Output Function S Neutral Indicator For PTO. Required on Refuse Packer Applications. With this configuration NEUTRAL only, PTO engagement is permitted only when the transmission is in Neutral. Once the transmission is in Neutral, the PTO is automatically engaged and fast idle is initiated when the PTO switch is switched On. Also, with this configuration Pack-on-the-fly, the PTO is automatically engaged and fast idle is initiated when the PTO switch is On concurrently with shifting of the transmission to Neutral.	0

Air & Trailer Equipment

4510330	S	Bendix AD-IS EP Air Dryer with Heater	0
		And Coalescing Filter; Extended Purge	
4520180	O	Air Tank Valve Guards	0
4520420	O	Pull Cords All Air Tanks	1
4540420	S	Nylon Chassis Hose	0
4543320	S	Steel Painted Air Tanks	0
		All air tanks are steel with painted finish except when Code 4543330	
		Polish Aluminum Air Tanks is also selected (then exposed air tanks outside	
		the frame rails will be polished aluminum). Peterbilt will determine the	
		optimal size and location of required air tanks. Narratives requesting a	
		specific air tank size or location will not be accepted for factory installation.	
		See ECAT to determine number or location of air tanks installed.	

Tires & Wheels

5064010	S	FF: BR 20PLY 315/80R22.5 M870	0
		Diameter= 42.8 inches; SLR= 19.9 inches	
5169310	O	RR: BR 16ply 11R22.5 M799	80
		Diameter = 42.0 Inches; SLR = 19.5 inches	
5190008	O	Code-rear Tire Qty 08	0
5220520	O	FF: Alcoa 89U637 22.5X9.00 Clean Buff Finish	-110
		Aluminum, Ultra ONE wheels with MagnaForce alloy.	
5320270	O	RR: Alcoa Ultra7 22.5X8.25 Clean Buff Finish	-352
		Aluminum	
5390008	O	Code-rear Rim Qty 08	0

Fuel Tanks

5536130	O	23 in Aluminum 80 Gallon Fuel Tank LH BOC	13
		Paddle handle filler cap with threadless filler neck. Top draw fuel plumbing	
		reduces chance of introducing air into the fuel system during low fuel level	
		conditions due to the central placement of fuel pickup tube. Wire braid fuel	
		lines increase durability & reduce potential for leaks.	
5606080	O	Location LH BOC Rear-Most 80 Gallon	0
5652890	O	DEF Tank Mounted LH BOC	0
		Models 220 and 520 mounted LH cab fender	
5652940	O	PACCAR MX Engine Fuel Cooler	15
5652990	O	Standard DEF To Fuel Ratio 2:1 Or Greater	0
5655069	S	DEF Tank 520	0

Battery Box & Bumper

6011070	O	Aluminum Battery Box LH Frame Mtd Back Of Fender	0
		8 inch below top of frame	
6030150	O	Rubber Battery Pad In Bottom Of (1) Battery Box	2
		Mat in box that holds batteries only	
6122810	O	Steel Bumper Swept Back Painted	2
		Requires bumper extension, includes 2 front tow eyes with pins	
6132400	O	Notched Top Flange Of Bumper	0

Cab & Equipment

6501080	S	53In LCF ProBilt Cab LH Drive	0
		Includes steel frames with alum and fiberglass panels, all alum doors, dual	
		door stops, door locks, tinted safety glass thru-out, cab and door mounted	
		entry grab handles, 65 degree hydraulic tilt, stainless steel grille, dual rear	
		cab fenders, service module BOC (cab tilt pump, oil fill and dipstick,	
		coolant fill and check, fluid fill and dipstick for auto trans), door mounted	
		armrests, power windows, full insulation, rubber floor mats, ergonomic	
		center control console, removable instrument panel, Driver Information	
		Display, LED backlit gauges, pull down windshield sunshade, 16in	
		steering wheel with integrated horn button, tilt/telescopic adjustable	
		column, over-door storage, driver and passenger side cup holders, USB	
		charging port and 12VDC charging outlet, header includes HVAC controls	
		and 12V power connection behind header cover, rear cab corner windows,	
		18in bolt-on step each side, self-canceling turn signals and front directional	
		and side mounted turn signals	
6800500	S	4.5 Inch Rubber Flares on Cab	0

		and Wheel Well Fenders	
6911720	S	Peterbilt Driver Seat	0
6921720	S	Peterbilt Passenger Seat	0
6931120	O	Seat Belt Color Orange IPO Standard Black	0
6939400	O	Air Ride Driver	0
6939420	O	High Back Driver	43
6939470	S	Vinyl Driver	0
6939510	S	Non-Air Ride Passenger	0
6939540	S	Low Back Passenger	0
6939570	S	Vinyl Passenger	0
7000000	S	Gray Interior Color	0
		Includes ABS gray headliner & rear cab panel, gray vinyl engine tunnel cover. For LH, RH, and dual steer dual seated power windows are standard on both doors. For dual steer RH stand-up the LH window is power and the RH window is a manual sliding window.	0
7001520	S	Adjustable Steering Column - Tilt/Telescope	0
7001620	S	Steering Wheel with Peterbilt Logo	0
		Steering Wheel with embossed Peterbilt logo over horn button.	0
7220130	S	Rear Window Back of Cab Standard Tint	0
		18.5in X 54in	0
7230350	S	Two Piece Flat Windshield	0
7322010	S	Combo Fresh Air Heater/Air Conditioner	0
		With radiator mounted condenser, dedicated side window defrosters, Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses.	0
7561260	S	Black LH/RH Tri-plane Mirrors, Heated,	0
		Motorized, Mounted to Doors. Features: Heated on All Three Surfaces, Upper/Lower Mirrors are Convex and Middle is a Flat Pane Motorized Mirror. Right Click on Option and Select Picture to See a Picture of the Mirror.	0
7610020	S	(1) Air Horn 15in Painted	0
		Mounted under cab.	0
7725715	O	ConcertClass Without CD, Includes BT Phone and	10
		Audio, AM/FM, WB, USB and MP3.	10
7725740	O	Midlevel Speaker Package For Cab	6
		(4) Speakers	6
7788055	S	SmartLINQ Remote Diagnostics	0
		SmartLINQ is Peterbilt's proprietary remote diagnostics service which monitors the engine and aftertreatment for diagnostic codes providing real-time code analysis maximizing vehicle uptime and strengthening the fleets partnership with their dealer. SmartLINQ provides fault coverage for over 800 codes, a customizable email notification for 116 codes plus a web portal to manage your entire fleet included at no additional charge. SmartLINQ is compatible with any telematics system and doesn't require a specific fleet management system. For those whose customers utilize PeopleNet, the pre-wire with remote diagnostics will provide a more integrated solution utilizing the existing SmartLINQ modem. For those whose customers utilize other fleet services products, the existing pre-wire option for the other fleet service devices will continue to be available.. SmartLINQ is standard with MX-13 engines and available on the models 587,579,567,389,367 and 365.	0
7851330	O	Cab Tilt Pump Air Assist	0
7851580	O	Front Cab Guard, Painted Black	15
7851870	O	Rain Gutters Over Driver and Passenger Doors	8
7852150	S	Peterbilt Pantograph Windshield Wipers	0
		With intermittent feature.	0
7900090	O	Triangle Reflector Kit Shipped Loose	13
7900970	S	Backup Alarm Wiring To EOF	0
8011400	S	Main Transmission Oil Temperature Gauge	0
		Located in Driver Information Display	0
8021015	O	Air Application Gauge	0
		Located in Driver Information Display	0
8021315	S	Air Restriction Indicator	0

		Mounted on Exhaust Stanchion	
8031120	O	Warning Light Battery Disconnect, Switch Engaged (Marker light) external mounted.	0
8110090	S	Headlights Single Rectangular Halogen	0
8120550	O	(5) Light Guards On Marker Lights	2
8120570	S	(5) LED Clearance With (2) LED Marker Lights Includes (5) lights mounted on roof of cab and (1) cab side marker light mounted in front of each cab door.	0
8133900	S	None Furnished Stop/Tail/Backup Lights Available with Full Truck only. Not available with Tractor.	0
8133960	O	Daytime Running Lights Required on all Canadian vehicles	0
Paint			
8500710	O	Standard Paint Color Selection	0
8530770	S	(1) Color Axalta Two Stage - Cab/Hood Base Coat/Clear Coat N85020 A - L0006EY WHITE N85500 CAB ROOF L0006EY WHITE N85200 FRAME L0001EA BLACK N85700 BUMPER L0001EA BLACK	0
Shipping Destination			
8999990	O	Shipping Destination Other Than Dealer (Specify by narrative) N89900 Heil Environmental N89910 106 45th St N89920 Fort Payne, AL 35967 N89930 maxwell 256- 845-4912	0
Options Not Subject To Discount			
9400090	S	Peterbilt Class 8 Standard Coverage 1 year/100,000 Miles (160,000 km)	0
9400092	O	PACCAR MX Standard Coverage 2 yrs/250,000 mi (400,000 km)/6,250 hrs	0
9404130	O	PACCAR MX-11/13 Premium Coverage (5/200) 5 Years/200,000 Miles(320,000 KM), 455HP And Under, 2017	0
9404906	O	PACCAR MX-11/13 Premium Aftertreatment (5/200) 5 years/200,000 miles reqs premium-2017. 455HP and under.	0
Miscellaneous			
9409800	O	2017 EPA Emissions Engine Warranty Only	0
9409960	O	Presentation Created Using Featured Spec For Model	0
Total Weight			18877

Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed:	4/4/2019 9:06:55 AM	Complete	Model Number:	Model 520
Effective Date:	Jan 1, 2019		Quote/DTPO/CO:	Q74236596
Prepared by:	ID: HOWIE1		Version Number:	38.20

Attachment: 2020 Peterbilt (6533 : 2020 Peterbilt 28 Yard Front Loader Refuse Truck)



We Are Columbia

MEETING DATE: March 16, 2021

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2021-013 Authorizing the City Manager to execute a License Agreement with New Cingular Wireless PCS, LLC for use of property at Lower Richland Tank Site

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Attracting & Retaining Talent, Connecting Our Community, Economic Prosperity - Endless Possibilities, Enhancing Columbia's Neighborhoods, Innovative & High Quality Municipal Services, Planning Together

PURPOSE:

First reading approval was given on March 2, 2021.

ATTACHMENTS:

- 2021-013 New Cingular Wireless PCS, LLC License Agreement - Lower Richland Tank Site (PDF)
- APPROVED New Cingular Wireless at Lower Richland Elevated Water (PDF)

HISTORY:

03/02/21

Columbia City Council

APPROVED ON FIRST READING.

ORDINANCE NO.: 2021-013

*Authorizing City Manager to execute License Agreement with
New Cingular Wireless PCS, LLC for use of property at Lower Richland Tank Site*

BE IT ORDAINED by the Mayor and Council of the City of Columbia, South Carolina, this ____ day of _____, 2021 that the City Manager is hereby authorized to execute a License Agreement with New Cingular Wireless PCS, LLC for use of the City's property located at the Lower Richland Tank site at Horrell Hill for ALLTEL's placement of communication equipment.

Requested by:

Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:

communications required or permitted hereunder in an electronic form shall be deemed given if sent by electronic mail to the following addresses, with the following identifying information:

If to Licensor, to:
City of Columbia, S.C.
City Manager
Post Office Box 147
Columbia, SC, 29217

If to Licensee, to:
TowerNotices@list.att.com

Site Name: 091-149
Site No. 091-149
Fixed Asset No. 10018790

With a copy to:
City of Columbia, S.C.
Director of Utilities and Engineering
P. O. Box 147
Columbia, SC 29217

Site Name: 091-149
Site No. 091-149
Fixed Asset No. 10018790

Electronic mail shall be deemed to have been given and received on the first calendar day after it was sent unless the sender receives an automated message that the email has not been delivered. Electronic mail shall be sent with a read receipt, but a read receipt shall not be required to establish that notice was given and received.

6. All other terms of the License Agreement will remain in full force and effect unless specifically modified herein.

IN WITNESS WHEREOF, the parties undersigned have executed this License Agreement Amendment effective as of the day and year of the last signature hereinbelow.

WITNESSES:

CITY OF COLUMBIA

By: _____

Teresa B. Wilson

Its: City Manager

Date: _____

WITNESSES:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation

Its: Manager

By: _____

Len Lindros

Its: _____

Date: _____

APPROVED AS TO FORM



Legal Department City of Columbia, SC

2/9/2021



We Are Columbia

MEETING DATE: March 16, 2021

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2021-012 Authorizing consumption of beer and wine only at Artista Vista Crafty Feast on Sunday, April 18, 2021

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Attracting & Retaining Talent, Connecting Our Community, Economic Prosperity - Endless Possibilities, Planning Together

ATTACHMENTS:

- R-2021-012 Artista Vista (April 18) (PDF)

RESOLUTION NO.: R-2021-012

Authorizing consumption of beer and wine only at Artista Vista Crafty Feast on Sunday, April 18, 2021

WHEREAS, the Congaree Vista Guild ("Vista") is hosting Artista Vista Crafty Feast in the Vista on Sunday, April 18, 2021 from 11:00 a.m. until 3:00 p.m.; and,

WHEREAS, the Vista has requested permission for the temporary closing and use of the 1300 block of Lincoln Street between Lady Street and Washington Street, and 800 and 900 blocks of Lady Street east of the Hyatt Place parking lot and west of the Blue Marlin parking from 9:00 a.m. until 4:30 p.m. for preparation and staging of the area for an outdoor event to be held between 11:00 a.m. and 3:00 p.m., and for patrons to consume beer and wine beverages only on Sunday, April 18, 2021 from 11:00 a.m. until 2:30 p.m.; and,

WHEREAS, to insure the safety of attendees Organizer understands and agrees as follows:

1. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to COVID-19 pandemic safety and social distancing protocols as published by the CDC and SCDHEC and shall modify the plans and footprint as safety protocols published by the CDC and SCDHEC are updated.
2. The City may cancel the event at any time based upon public safety and/or public health concerns. The City shall not be financially responsible for any costs associated with the cancellation of the event.
3. Organizer shall display signs (physical and/or electronic) throughout the event area that discourage physical contact such as hugs, handshakes, fist bumps, and high-fives during the event.
4. Organizer shall require all attendees of the event to adhere to all COVID-19 safety protocols to include but not be limited to wearing of face masks, social distancing and frequent washing of hands.
5. Organizer is required to provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to the public during the event. Organizer is to provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof who attends the event. Ten percent (10%) of these facilities should be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. The City of Columbia may determine the total number of required restroom facilities on a case-by-case basis. Organizer shall post signs or markers to prohibit lines or crowds forming near the restroom without maintaining a distance of at least six (6) feet from other people.
6. Organizer shall post signs or markers to prohibit lines or crowds forming near food vendors and should encourage attendees to bring their own water. Alcohol, beer and/or wine shall be prohibited at the event without approval of a written resolution of City Council.
7. Organizer shall coordinate with food vendors to offer touchless payment options if possible and available or provide a tray for the exchange of payment to avoid hand contact. Frequently touched surfaces should be cleaned after each customer and customers are encouraged to use their own pens.
8. At no cost to the City, Organizer shall be responsible for providing private security during the hours of 9:00 a.m. until 4:30 p.m. of no less than two (2) private security officers.

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 _____, 2021, that the sale of beer and wine beverages only in plastic containers or cans only is authorized between the hours of 11:00 a.m. and 2:30 p.m. on Sunday, April 18, 2021; 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 portion of the 1300 block of Lincoln Street between Lady Street and Washington Street and the 800 and 900 blocks of Lady Street east of the Hyatt Place parking lot and west of the Blue Marlin parking, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, the closed portion of the 1300 block of Lincoln Street between Lady Street and Washington Street and the 800 and 900 blocks of Lady Street east of the Hyatt Place parking lot and west of the Blue Marlin parking, 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 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:

T. A. Knox

City Attorney

City Clerk

Introduced:

Final Reading:

DATE OF REQUEST 01/29/21

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)Abby Anderson
Executive Director
abby@vistacolumbia.com
803-269-5946

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

Artista Vista- Crafty Feast
Annual arts festival

DATE(S) OF EVENTS: (monthly can be on one request)

Sunday, April 18, 2021

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 Lady to Washington
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)1300 block of Lincoln Street (between Lady & Washington)
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. - 4:30 p.m.

HOURS OF EVENT

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

11:00 a.m. - 3:00 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.)*

11:00 a.m. - 2:30 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 (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

ARTISTA VISTA SAFETY PLAN/PROTOCOLS

Artista Vista will take place on April 16-18, 2021 in the Congaree Vista Guild business district. Each day is comprised of specific events where protocols will be in place to ensure the safety of patrons.

- Friday, April 16 is the annual art crawl where patrons are encouraged to visit local Vista galleries and stay in the district for dinner
- Saturday, April 17 is the art day celebration at the Vista Arts River campus off Huger Street.
- Sunday, April 18 will host the Crafty Feast art fair outdoors as well as Live on Lincoln with the Koger Center for the Arts.

Patron and Vendor Behavior

1. All vendors and patrons are asked to please stay home if you are positive for COVID-19, are showing symptoms of COVID-19 or have had close contact with a person with symptoms in the past 14 days.
2. All vendors and patrons are asked to maintain 6+ feet of social distancing at all times at Artista Vista events.
3. The City of Columbia mask ordinance is in place, so all patrons, vendors and businesses participating in Artista Vista events are required to properly wear a face mask. (Masks are not required for children age 2 and younger.)
4. Please refrain from all hand and body contact with other patrons and vendors.
5. We ask all patrons to please refrain from handling products at vendor booths at Crafty Feast and local businesses. Please ask the business for assistance.

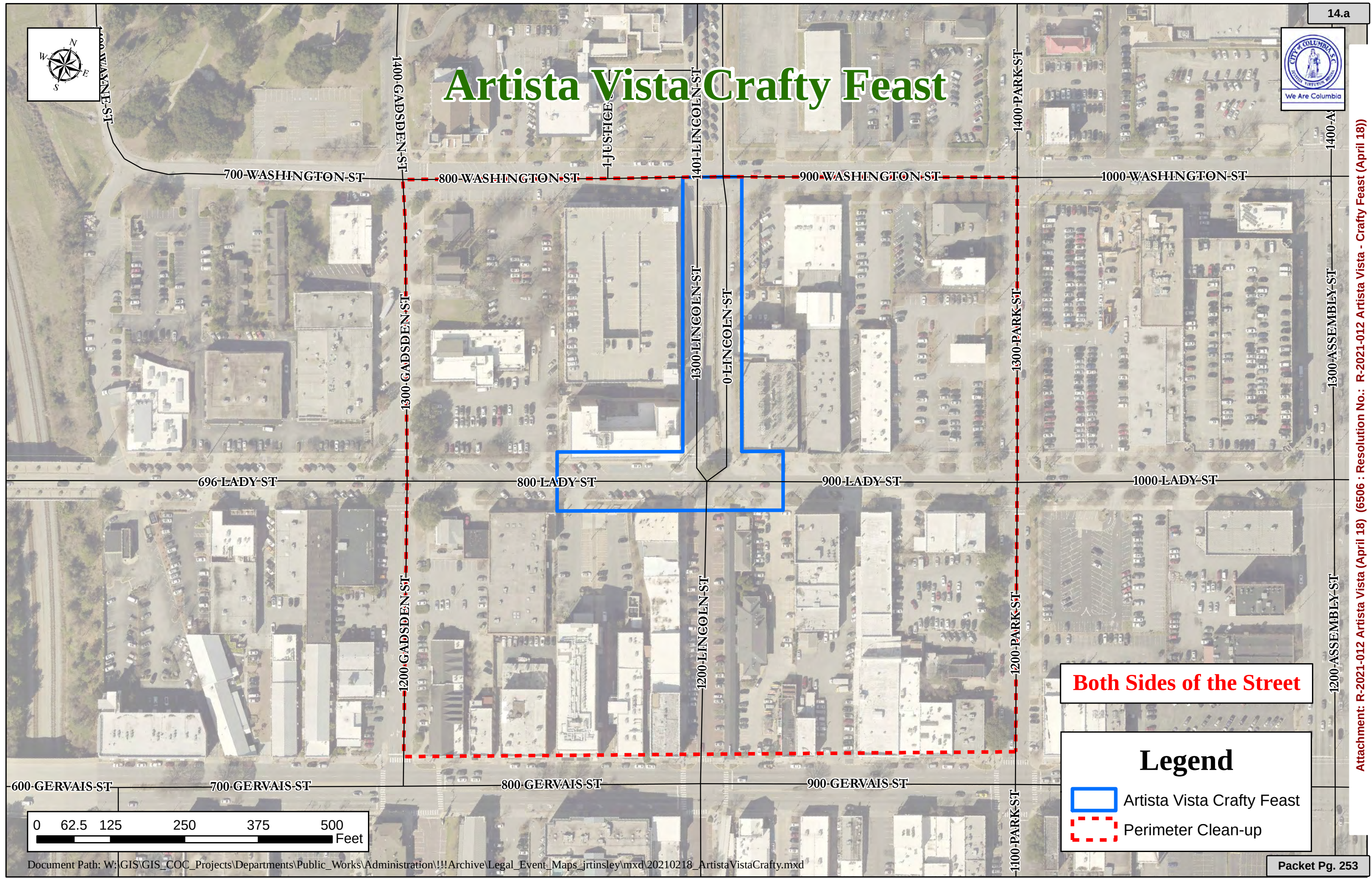
Crafty Feast Protocols

1. Vendors will be supplied with a 10'x10' space. Each vendor booth will be separated by 6 feet for proper social distancing.
2. Bags will be provided for patrons at Crafty Feast, so please refrain from bringing bags from home to the event.
3. There will be no more than 53 vendors at Crafty Feast.
4. All patrons and vendors will be required to maintain 6+ feet to adhere to social distancing.
5. All patrons and vendors will be required to wear masks at the event. (Masks are not required for children age 2 and younger.)
6. Vendor booths may have wrapped samples for patrons only.
7. Hand sanitizer will be provided to all attendees at Crafty Feast and vendors are encouraged to have sanitizer at their booth. Patrons and vendors are encouraged to use hand sanitizer often during the event.
8. All vendors are asked to sanitize and clean equipment after each patron's use (pens, equipment, etc).
9. All vendors are encouraged to use touch-free payments and are discouraged from taking cash.

10. Signage will be placed throughout the event reminding patrons and vendors to properly wear masks, social distance and use hand sanitizer.
11. Any vendor who must cancel the market due to COVID-19 exposure is asked to let the Congaree Vista Guild staff know as soon as possible. A refund for vendor fees will be issued. Please give staff time to select another vendor to take your place.



Artista Vista Crafty Feast

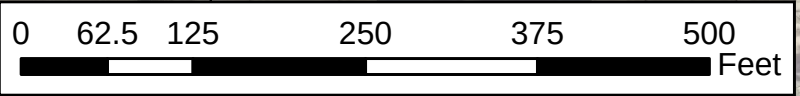


Both Sides of the Street

Legend

Artista Vista Crafty Feast

Perimeter Clean-up





We Are Columbia

MEETING DATE: March 16, 2021

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2021-013 Authorizing consumption of beer and wine only at the Gervais Street Bridge Dinner on Sunday, May 2, 2021

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- R-2021-013 Gervais Street Bridge Dinner (May 2) (PDF)

RESOLUTION NO.: R-2021-013

Authorizing consumption of beer and wine only at the Gervais Street Bridge Dinner on Sunday, May 2, 2021

WHEREAS, Carolina Together ("Sponsor") is hosting the Gervais Street Bridge Dinner on Sunday, May 2, 2021 from 3:00 p.m. until 8:00 p.m.; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use on Sunday, May 2, 2021 from 9:00 a.m. until midnight the portion of the Gervais Street bridge located within the jurisdiction of the City of Columbia and a portion of the 100 block of Gervais Street west of the entrance to the Columbia Power Plant Dam to allow for ingress and egress into the power plant, for set up, clean up, and staging of the event to be held on Sunday, May 2, 2021 from 3:00 p.m. until 8:00 p.m.; for patrons to consume beer and wine beverages only at the event during the hours of 3:00 p.m. until 7:30 p.m. on Sunday, May 2, 2021, and for crowd control and overflow; and,

WHEREAS, to insure the safety of attendees Organizer understands and agrees as follows:

1. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to COVID-19 pandemic safety and social distancing protocols as published by the CDC and SCDHEC and shall modify the plans and footprint as safety protocols published by the CDC and SCDHEC are updated.
2. The City may cancel the event at any time based upon public safety and/or public health concerns. The City shall not be financially responsible for any costs associated with the cancellation of the event.
3. Organizer shall display signs (physical and/or electronic) throughout the event area that discourage physical contact such as hugs, handshakes, fist bumps, and high-fives during the event.
4. Organizer shall require all attendees of the event to adhere to all COVID-19 safety protocols to include but not be limited to wearing of face masks, social distancing and frequent washing of hands.
5. Organizer is required to provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to the public during the event. Organizer is to provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof who attends the event. Ten percent (10%) of these facilities should be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. The City of Columbia may determine the total number of required restroom facilities on a case-by-case basis. Organizer shall post signs or markers to prohibit lines or crowds forming near the restroom without maintaining a distance of at least six (6) feet from other people.
6. Organizer shall post signs or markers to prohibit lines or crowds forming near food vendors and should encourage attendees to bring their own water. Alcohol, beer and/or wine shall be prohibited at the event without approval of a written resolution of City Council.
7. Organizer shall coordinate with food vendors to offer touchless payment options if possible and available or provide a tray for the exchange of payment to avoid hand contact. Frequently touched surfaces should be cleaned after each customer and customers are encouraged to use their own pens.
8. At no cost to the City, Organizer shall be responsible for providing private security during the hours of 9:00 a.m. until midnight of no less than two (2) private security officers.

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 _____, 2021, that the sale of beer and wine beverages only in plastic containers or cans only is authorized between the hours of 3:00 p.m. and 7:30 p.m. on Sunday, May 2, 2021; 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 portion of the portion of the Gervais Street bridge located within the jurisdiction of the City of Columbia and a portion of the 100 block of Gervais Street west of the entrance to the Columbia Power Plant Dam to allow for ingress and egress into the power plant, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, the closed portion of the portion of the Gervais Street bridge located within the jurisdiction of the City of Columbia and a portion of the 100 block of Gervais Street west of the entrance to the Columbia Power Plant Dam to allow for ingress and egress into the power plant, 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 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:

T. A. Knox

City Attorney

City Clerk

Introduced:

Final Reading:

DATE OF REQUEST 2-4-2021

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)Stephanie Amaker
Carolina Together
s.amaker@carolinatogether.org
803-210-5550

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

DATE(S) OF EVENTS: (multiple day can be on one request) May 2, 2021

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)

Gervais Street Bridge

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)

Gervais Street Bridge from Alexander Street to Huger Street

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

9:00am-12:00am

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

3:00pm - 8:00pm

HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**)
(Service should end one-half hour prior to end of event
(i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*

3:00pm - 7:30

DUE TO COVID-19 THERE ARE ADDITIONAL REQUIREMENTS AND PROCEDURES THAT MUST BE IN PLACE TO INSURE PUBLIC SAFETY. PLEASE PROVIDE YOUR APPROVED SC DEPARTMENT OF COMMERCE APPLICATION AND SAFETY PLAN/PROTOCOL WITH DRAWING DEPICTING CLEANING/SANITIZATION AREAS WITH YOUR SPECIAL EVENT REQUEST FORM.

Requests should be submitted by mail, e-mail or fax at least **NINETY (90) days in advance of the event** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (shari.ardis@columbiasc.gov), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). 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

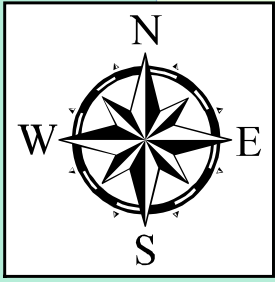
Parking Services - Jessica Argoe; (803) 545-0287; jessica.argoe@columbiasc.gov - meter bagging

Parks and Recreation - Pearl Osborne; 803-545-3100; pearl.osborne@columbiasc.gov - park reservations

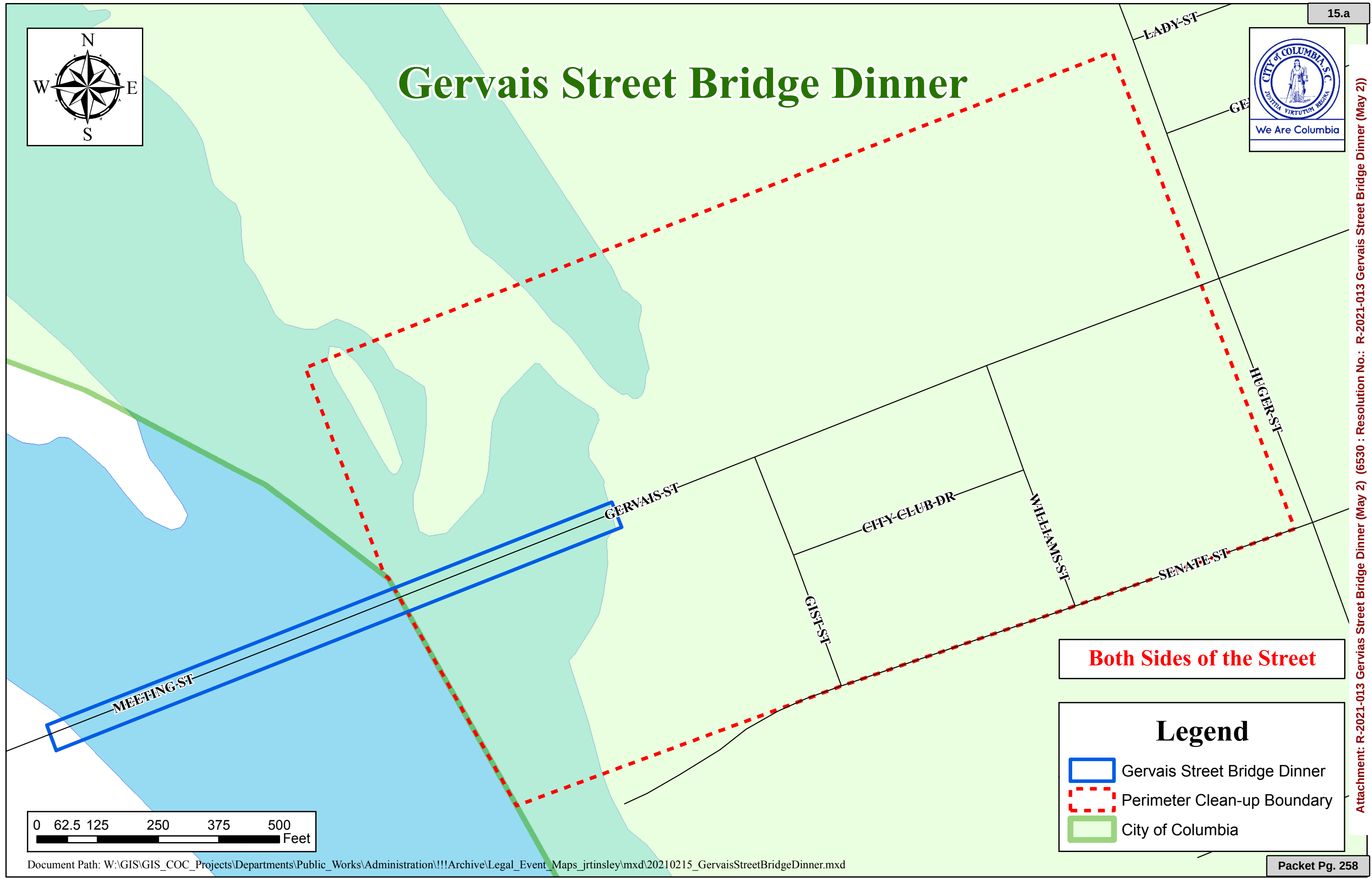
Police Department Special Events - Sgt. Jennifer L. Jordan; (803) 545-3514; jennifer.jordan@columbiasc.gov - parade permit, police

Police Department Community Services - Brenda Murphy; 803-545-3507; brenda.murphy@columbiasc.gov - street closing

Last revised: 1/52/2021



Gervais Street Bridge Dinner



Both Sides of the Street

Legend

-  Gervais Street Bridge Dinner
-  Perimeter Clean-up Boundary
-  City of Columbia

To whom it may concern,

Carolina Together seeks permission to close the Gervais Street Bridge on May 2nd, 2021 from 9am until midnight for the Gervais Street Bridge Dinner. The Gervais Street Bridge Dinner is an annual sunset fundraiser to benefit multiple local charity organizations. A set dinner menu catered by Southern Way Catering will be provided for socially distanced groups at individual tables distanced along the Gervais Street Bridge. The event will feature a staged band in the center of the bridge during the event. The Gervais Street Bridge Dinner will begin hosting guests at 3pm and end promptly at 8pm. Carolina Together is asking permission to close the street at 9am and reopen at 12am to allow enough time for set up and breakdown of the event.

Carolina Together will ensure the safety of patrons, performers, and staff by adhering to the following safety protocols:

- Masks will be required for the event. Masks must be worn at all times unless eating, drinking, or performing. If a guest arrives without a mask, one will be provided.
- Temperature checks will be performed upon entry.
- Sanitizer stations will be located across the bridge, hand sanitizer bottles on every dining table, and hand wash stations in the food prep tents.
- Staggered arrival and departure times as well as assigned seating. Check-in areas will be located at either end of the bridge, opening 30 minutes prior to the event to alleviate lines.
- Carolina Together will allow a maximum capacity of eight people from the same social group per table. Attendees must buy table or table portions to attend the event. No individual tickets will be sold.
- The event will be capped at 1,000 people.
- Food will be served table side. Once attendees are seated, they will be discouraged from moving about unless using the restroom.
- Bar service will be provided in two locations, one at either end of the bridge to alleviate congestion and close proximity. Beer, wine, and soft drinks will only be served on the City of Columbia side of the bridge.
- Southern Way Catering servers will follow all hospitality safety guidelines and will be wearing masks and gloves when preparing food. All food will be prepared inside their restaurant then transported to the prep kitchens on site at either end of the bridge and served by their masked staff.
- Mobile restrooms will be available on site and will include hand washing stations as well as hand sanitizer.
- Carolina Together will offer a refund policy for those exhibiting Covid-19 symptoms to discourage those feeling sick from attending.

While the ongoing Covid-19 pandemic continues, Carolina Together strives to create a safe outdoor fundraiser for our community. This fundraiser is imperative to assist multiple local non-profits during their time in need. Proceeds raised through ticket sales, sponsorships, and donations will be dispersed among multiple Midlands charities. Patrons are encouraged to invite their regular close friends/ coworkers for a socially distanced evening of fine dining and live entertainment on the Columbia region's most iconic landmark.

Sincerely,
Stephanie Amaker

Executive Director
Carolina Together
s.amaker@carolinatogether.org

February 23, 2021

Dear Sir or Madam:

This letter is in reference to your desire to close the Gervais Street Bridge for your upcoming event. The South Carolina Department of Transportation (SCDOT) has reviewed your submittal. *Pending written notification from the City of Columbia indicating their participation in traffic control and detour routes for the road closure*, we offer no objection to the proposed use of the SCDOT maintained road(s) as indicated on the ROAD CLOSURE REQUEST form and supplemental documents.

Your signature on the enclosed form indicates you have read and agree to follow the procedures of the ROAD CLOSURE FOR PARADE, FESTIVALS, OR OTHER EVENTS AGREEMENT.

Please do not hesitate to contact me at (803) 737-6660 if you have any questions or concerns regarding this event.

Sincerely,



Robert C. Dickinson, P. E.
District Engineering Administrator

cc: County Resident Maintenance Engineer
South Carolina Department of Public Safety

Created October 2018

SCDOT DISTRICT 1 ROAD CLOSURE REQUEST

Requestor Name	Stephanie Amaker		
Local agency, Organization, or Group	Carolina Together		
Mailing Address	803 Meeting Street West Columbia SC 29169		
Email Address	s.amaker@carolinatogether.org	Phone	803-210-5550

* If requester is not a local governmental agency, written authorization from a local governmental agency must be attached

Name of Event	Gervais Street Bridge Dinner
Detailed Description of Event	1000 person dinner on Gervais Street Bridge to raise awareness about the river's benefits to our cities and garnering funds for selected event beneficiaries.

Sponsoring Organization or Group	Carolina Together
Contact Name	Stephanie Amaker
Mailing Address	803 Meeting Street West Columbia SC 29169
Email Address	s.amaker@carolinatogether.org
Phone	803-210-5550

Date of Event:	May 2, 2021	Begin Time:	3:00pm	End Time:	8:00pm	Rain Date:	October 17, 2021
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Road Name/Route Number	Road Name/Route Number
Gervais Street (Bridge Section)	
From Alexander St (WECO) to Huger St (COLA)	
Road closure requested for 9:00am-12:00am	

All requests must also include the following information:

- ☒ Written authorization by local authority (if requester is community organization or business)
- ☒ Written authorization by local law enforcement agency to provide traffic control (if requester is not law enforcement)
- ☒ Map highlighting proposed road closure or route and detour route
- ☒ Additional details of event

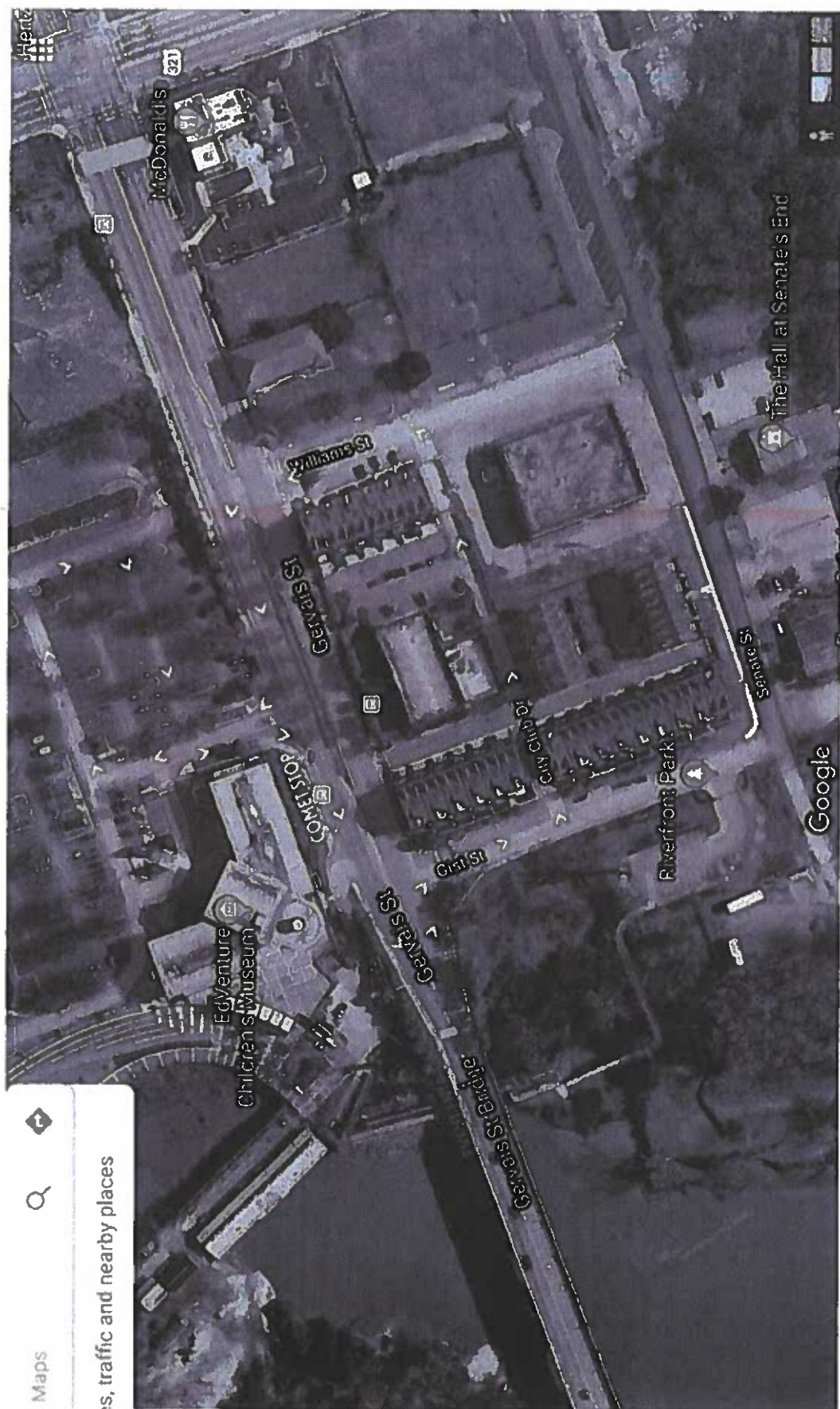
I have read and agree to follow the procedures of the ROAD CLOSURE FOR PARADE, FESTIVALS, OR OTHER EVENTS AGREEMENT.	 Requester's Signature	2-4-2021 Date
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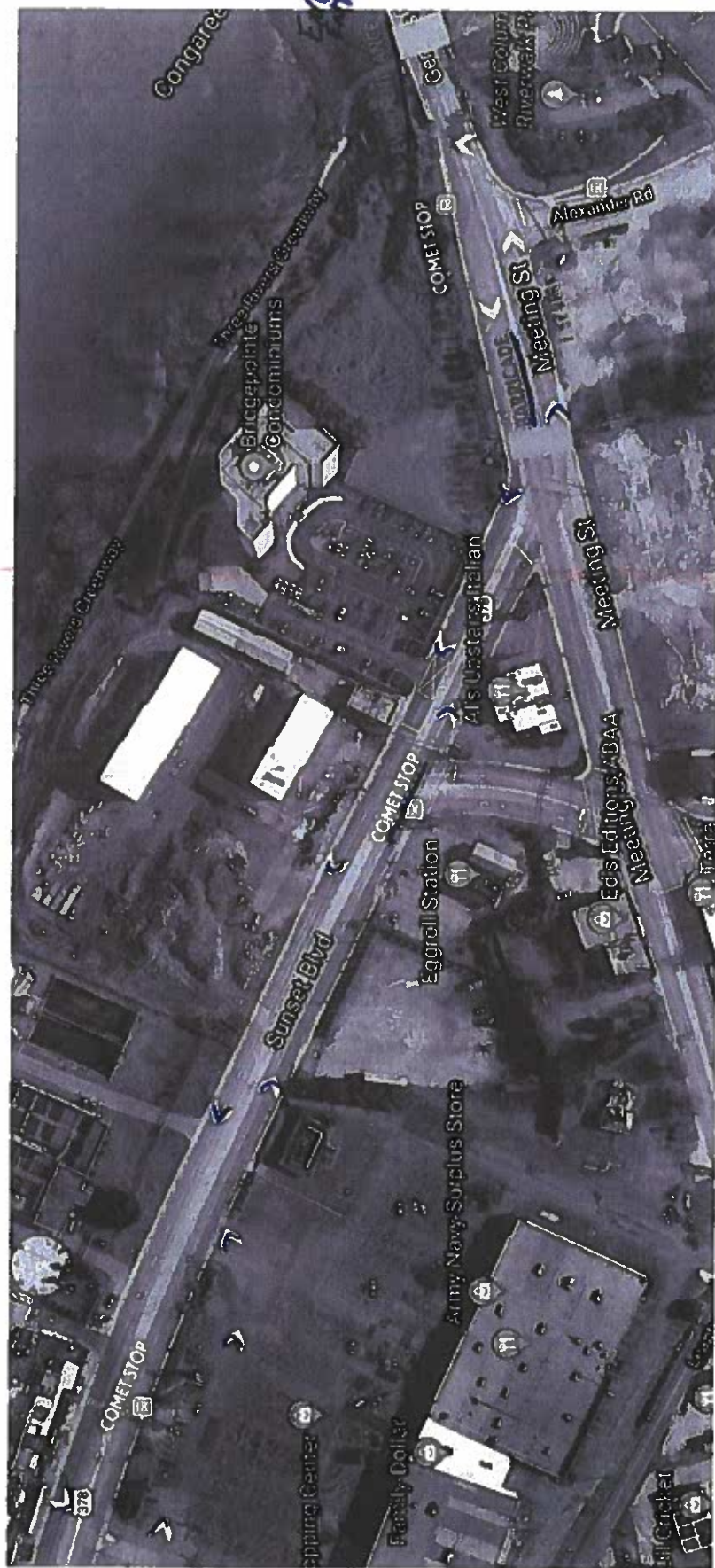
FOR SCDOT USE:	
If accepted, SCDOT has NO objection to closing the SCDOT maintained roads above for this event in accordance with all submitted documents and maps.	
County: <u>Richland</u>	Date Received: <u>2/11/2021</u>

County Reviewer: 	Date: <u>2/11/2021</u>	☒ Accept ☐ Reject/Revise*
County Maintenance: 	Date: <u>2/11/2021</u>	☒ Accept ☐ Reject/Revise*
District Traffic: 	Date: <u>2/23/21</u>	☒ Accept ☐ Reject/Revise*
DEA: 	Date: <u>2/23/21</u>	☒ Accept ☐ Reject/Revise*

*If rejected/revised, attach memo with explanation or revision.

Attachment: R-2021-013 Gervais Street Bridge Dinner (May 2) (6530 : Resolution No.: R-2021-013 Gervais Street Bridge Dinner (May 2))







City of West Columbia

Bridging Past, Present and Future

POLICE DEPARTMENT

CHIEF DENNIS K. TYNDALL

TO: WHOM IT MAY CONCERN

FROM: Sergeant Ronald Fair

REF: D.O.T. AND THE CITY OF WEST COLUMBIA

The West Columbia Police Department has received a request and will be a part of the following event for traffic control once the event has been approved.

2021 Gervais Street Bridge Dinner: The event will take place on the Gervais Street Bridge on March 2, 2021 from 9:00 am to midnight. In the event of a cancellation or postponement , an alternate date is being scheduled for October 17, 2021.

We will utilize two fire trucks at the entrance to the bridge along with traffic cones and barricades as needed on the connecting roads. We will have five uniformed police officers along the entrance to the bridge and connecting roads to ensure the safety of both participants and motorists. Contact me with any questions or concerns at 803-518-1066.



We Are Columbia

MEETING DATE: March 16, 2021

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2021-016 Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for the CMA Art Blossoms Opening Event on Wednesday, April 14, 2021, Art Blossoms Roses + Rose on Thursday, April 15, 2021, Art Blossoms Film on Friday, April 16, 2021 and Art Blossoms Brunch on Sunday, April 18, 2021

**FUNDING SOURCE &
ORIGINAL BUDGET:**

ATTACHMENTS:

- R-2021-016 CMA Art Blossoms Events (April 14-16 and 18) (PDF)

RESOLUTION NO.: R-2021-016

Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for the CMA Art Blossoms Opening Event on Wednesday, April 14, 2021, Art Blossoms Roses + Rose on Thursday, April 15, 2021, Art Blossoms Film on Friday, April 16, 2021 and Art Blossoms Brunch on Sunday, April 18, 2021

WHEREAS, the Columbia Museum of Art ("CMA") is hosting The CMA Art Blossoms Opening Event on Wednesday, April 14, 2021 from 6:00 p.m. until 9:00 p.m.; the Art Blossoms Roses + Rose on Thursday, April 15, 2021 from 6:00 p.m. until 8:00 p.m.; the Art Blossoms Film on Friday, April 16, 2021 from 7:00 p.m. until 10:00 p.m.; and, the Art Blossoms Brunch on Sunday, April 18, 2021 from 12:00 p.m. until 2:00 p.m.; and,

WHEREAS, the CMA has requested permission for the temporary closing and use of the courtyard/plaza area adjacent to the Museum for the Art Blossoms Opening Event on Wednesday, April 14, 2021 from 8:00 a.m. until 10:00 p.m.; for the Art Blossoms Roses + Rose on Thursday, April 15, 2021 from 4:00 p.m. until 10:00 p.m.; for the Art Blossoms Film on Friday, April 16, 2021 from 5:00 p.m. until 11:00 p.m.; and, for the Art Blossoms Brunch on Sunday, April 18, 2021 from 8:00 a.m. until 3:00 p.m. for preparation and staging of the area for outdoor events to be held for the Art Blossoms Opening Event on Wednesday, April 14, 2021 from 6:00 p.m. until 9:00 p.m.; the Art Blossoms Roses + Rose on Thursday, April 15, 2021 from 6:00 p.m. until 8:00 p.m.; the Art Blossoms Film on Friday, April 16, 2021 from 7:00 p.m. until 10:00 p.m.; and, the Art Blossoms Brunch on Sunday, April 18, 2021 from 12:00 p.m. until 2:00 p.m.; and for patrons to consume beer and wine beverages only at the Art Blossoms Opening Event on Wednesday, April 14, 2021 from 6:00 p.m. until 8:30 p.m.; at the Art Blossoms Roses + Rose on Thursday, April 15, 2021 from 6:00 p.m. until 7:30 p.m.; at the Art Blossoms Film on Friday, April 16, 2021 from 7:00 p.m. until 9:30 p.m.; and, the Art Blossoms Brunch on Sunday, April 18, 2021 from 12:00 p.m. until 1:30 p.m.; and,

WHEREAS, to insure the safety of attendees Organizer understands and agrees as follows:

1. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to COVID-19 pandemic safety and social distancing protocols as published by the CDC and SCDHEC and shall modify the plans and footprint as safety protocols published by the CDC and SCDHEC are updated.
2. The City may cancel the event at any time based upon public safety and/or public health concerns. The City shall not be financially responsible for any costs associated with the cancellation of the event.
3. Organizer shall display signs (physical and/or electronic) throughout the event area that discourage physical contact such as hugs, handshakes, fist bumps, and high-fives during the event.
4. Organizer shall require all attendees of the event to adhere to all COVID-19 safety protocols to include but not be limited to wearing of face masks, social distancing and frequent washing of hands.
5. Organizer is required to provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to the public during the event. Organizer is to provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof who attends the event. Ten percent (10%) of these facilities should be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. The City of Columbia may determine the total number of required restroom facilities on a case-by-case basis. Organizer shall post signs or markers to prohibit lines or crowds forming near the restroom without maintaining a distance of at least six (6) feet from other people.
6. Organizer shall post signs or markers to prohibit lines or crowds forming near food vendors and should encourage attendees to bring their own water. Alcohol, beer and/or wine shall be prohibited at the event without approval of a written resolution of City Council.
7. Organizer shall coordinate with food vendors to offer touchless payment options if possible and available or provide a tray for the exchange of payment to avoid hand contact. Frequently touched surfaces should be cleaned after each customer and customers are encouraged to use their own pens.
8. At no cost to the City, Organizer shall be responsible for providing private security of no less than two (2) private security officers for the Art Blossoms Opening Event on Wednesday, April 14, 2021 from 8:00 a.m. until 10:00 p.m.; for the Art Blossoms Roses + Rose on Thursday, April 15, 2021 from 4:00 p.m. until 10:00 p.m.; for the Art Blossoms Film on Friday, April 16, 2021 from 5:00 p.m. until 11:00 p.m.; and, for the Art Blossoms Brunch on Sunday, April 18, 2021 from 8:00 a.m. until 3:00 p.m.; and,

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

BE IT RESOLVED by the Mayor and Council this ____ day of _____, 2021, that the sale of beer and wine beverages only in plastic containers or cans only is authorized at the Art Blossoms Opening Event on Wednesday, April 14, 2021 from 6:00 p.m. until 8:30 p.m.; at the Art Blossoms Roses + Rose on Thursday, April 15, 2021 from 6:00 p.m. until 7:30 p.m.; at the Art Blossoms Film on Friday, April 16, 2021 from 7:00 p.m. until 9:30 p.m.; and, the Art Blossoms Brunch on Sunday, April 18, 2021 from 12:00 p.m. until 1:30 p.m.; and,

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

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages 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 portion of courtyard/plaza area adjacent to the Museum, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, the closed portion of the courtyard/plaza area adjacent to the Museum, 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 should the organizer reschedule any of the event dates for dates beyond one (1) week from the date originally scheduled, 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:

T. A. Knox

City Attorney

City Clerk

Introduced:

Final Reading:

DATE OF REQUEST 01/13/2021

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)Elaina Penney
epenney@columbiamuseum.org
(803)343-2212

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

CMA Art Blossoms Opening Event

DATE(S) OF EVENTS: Wednesday 04/14/2021

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
Corner of Main Street + Hampton Street
at the Columbia Museum of ArtSTREET(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

8:00am - 10:00pm
(all day)

HOURS OF EVENT

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

6:00pm - 9:00pm

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.)*

6:00pm - 8:30pm

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 events to residential properties.**

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

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

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

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

Last revised: 1/2017

DATE OF REQUEST 01/13/2021

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)Elaina Penney
epenney@columbiamuseum.org
(803)343-2212

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

CMA Art Blossoms Roses + Rose

DATE(S) OF EVENTS: Thursday 04/15/2021

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
Corner of Main Street + Hampton Street
at the Columbia Museum of ArtSTREET(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

4:00pm - 10:00pm

HOURS OF EVENT

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

6:00pm - 8:00pm

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

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

6:00pm - 7:30pm

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 events to residential properties.**

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

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

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

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

Last revised: 1/2017

Attachment: R-2021-016 CMA Art Blossoms Events (April 14-16 and 18) (6532 : Resolution No.: R-2021-016 CMA Art Blossoms)

DATE OF REQUEST 1/13/2021

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)Elaina Penney
epenney@columbiamuseum.org
(803)343-2212

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

CMA Art Blossoms Film

DATE(S) OF EVENTS: Friday 04/16/2021

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
Corner of Main Street + Hampton Street
at the Columbia Museum of ArtSTREET(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

5:00pm - 11:00pm

HOURS OF EVENT

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

7:00pm - 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.)*

7:00pm - 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 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

Attachment: R-2021-016 CMA Art Blossoms Events (April 14-16 and 18) (6532 : Resolution No.: R-2021-016 CMA Art Blossoms)

DATE OF REQUEST	1/13/2021	REQUESTOR'S NAME/CONTACT INFORMATION (E-MAIL/PHONE#/FAX#)	Elaina Penney epenney@columbiamuseum.org (803)343-2212
EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)	CMA Art Blossoms Brunch		
DATE(S) OF EVENTS:	Sunday 04/18/2021		
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 Corner of Main Street + Hampton Street at the Columbia Museum of Art		
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	8:00am - 3:00pm		
HOURS OF EVENT (i.e., 6:00 p.m. - 10:00 p.m.)*	12:00pm - 2:00pm		
HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**) (Service should end one-half hour prior to end of event, i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*	12:00pm - 1:30pm		

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 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
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Last revised: 1/2017

Attachment: R-2021-016 CMA Art Blossoms Events (April 14-16 and 18) (6532 : Resolution No.: R-2021-016 CMA Art Blossoms)



COVID-19 Event Safety Plan

Masks are required to gain admission or participate in the event in accordance with applicable state laws/ordinances.

Sanitizer stations will be placed throughout the event area and museum for the duration of the event. The CMA has adequate supplies for increased cleaning and disinfection for high traffic areas and bathrooms.

The CMA has a social distancing plan in place. The plan encourages individuals who are not part of the same household to stay at least 6 feet apart before, during, and after the event by addressing traffic flow, seating layout and/or availability of seating, and, if applicable, blocking off rows and/or sections.

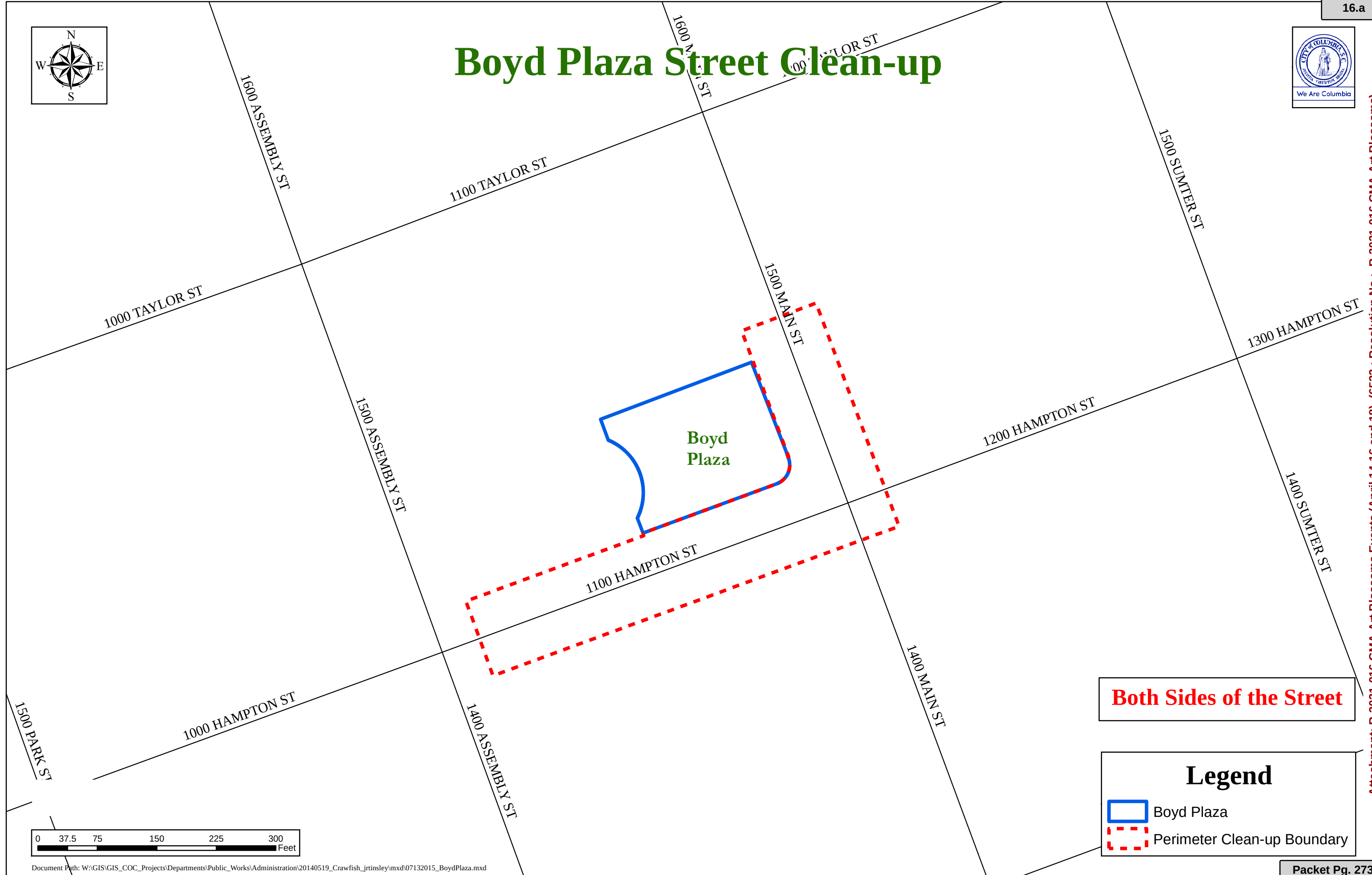
Visible guidelines will be posted, such as decals/tape on floors, signs on walls, and/or stanchions with signs, to promote social distancing.

All outside event vendors will be fully informed of the CMA's COVID-19 safety protocols and agree to adhere to all protocols for the duration of the event.

Visible guidelines of COVID-19 safety protocols and event specific rules will be posted for attendees to see upon entry.



Boyd Plaza Street Clean-up



Both Sides of the Street

Legend

-  Boyd Plaza
-  Perimeter Clean-up Boundary



We Are Columbia

MEETING DATE: March 16, 2021

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2021-018 Authorizing consumption of beer and wine only at Live on Lincoln Fundraiser for the Arts on Sunday, April 18, 2021 with a rain contingency date of Sunday, April 25, 2021

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- R-2021-018 Live on Lincoln (April 18-rain April 25) (PDF)

RESOLUTION NO.: R-2021-018

Authorizing consumption of beer and wine only at Live on Lincoln Fundraiser for the Arts on Sunday, April 18, 2021 with a rain contingency date of Sunday, April 25, 2021

WHEREAS, the Koger Center for the Arts ("Koger Center") is hosting Live on Lincoln in the Vista on Sunday, April 18, 2021 from 5:00 p.m. until 7:00 p.m., with a rain contingency date of Sunday, April 25, 2021; and,

WHEREAS, the Koger Center has requested permission for the temporary closing and use of the 1200 block of Lincoln Street between Lady Street and Gervais Street from 10:00 a.m. until 10:00 p.m. for preparation and staging of the area for an outdoor event to be held between 5:00 p.m. and 7:00 p.m., and for patrons to consume beer and wine beverages only at on Sunday, April 18, 2021 from 5:00 p.m. until 6:30 p.m., with a rain contingency date of Sunday, April 25, 2021; and,

WHEREAS, to insure the safety of attendees Organizer understands and agrees as follows:

1. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to COVID-19 pandemic safety and social distancing protocols as published by the CDC and SCDHEC and shall modify the plans and footprint as safety protocols published by the CDC and SCDHEC are updated.
2. The City may cancel the event at any time based upon public safety and/or public health concerns. The City shall not be financially responsible for any costs associated with the cancellation of the event.
3. Organizer shall display signs (physical and/or electronic) throughout the event area that discourage physical contact such as hugs, handshakes, fist bumps, and high-fives during the event.
4. Organizer shall require all attendees of the event to adhere to all COVID-19 safety protocols to include but not be limited to wearing of face masks, social distancing and frequent washing of hands.
5. Organizer is required to provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to the public during the event. Organizer is to provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof who attends the event. Ten percent (10%) of these facilities should be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. The City of Columbia may determine the total number of required restroom facilities on a case-by-case basis. Organizer shall post signs or markers to prohibit lines or crowds forming near the restroom without maintaining a distance of at least six (6) feet from other people.
6. Organizer shall post signs or markers to prohibit lines or crowds forming near food vendors and should encourage attendees to bring their own water. Alcohol, beer and/or wine shall be prohibited at the event without approval of a written resolution of City Council.
7. Organizer shall coordinate with food vendors to offer touchless payment options if possible and available or provide a tray for the exchange of payment to avoid hand contact. Frequently touched surfaces should be cleaned after each customer and customers are encouraged to use their own pens.
8. At no cost to the City, Organizer shall be responsible for providing private security during the hours of 10:00 a.m. until 10:00 p.m. of no less than two (2) private security officers.

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 _____, 2021, that the sale of beer and wine beverages only in plastic containers or cans only is authorized between the hours of 5:00 p.m. and 6:30 p.m. on April 18, 2021, with a rain contingency date of Sunday, April 25, 2021; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location and that the Koger Center 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 portion of the 1200 block of Lincoln Street between Lady Street and Gervais Street, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, the closed portion of the 1200 block of Lincoln Street between Lady Street and Gervais Street, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine beverages only shall be permitted only in containers provided by vendors within the areas designated.

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

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

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

BE IT FURTHER RESOLVED that in the event of inclement weather on Sunday, April 18, 2021, closed portion of the 1200 block of Lincoln Street between Lady Street and Gervais Street shall be closed on Sunday, April 25, 2021. 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:

T. A. Knox

City Attorney

City Clerk

Introduced:

Final Reading:

DATE OF REQUEST

2/23/21

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)Simms Oliphant
oliphane@mailbox.sc.edu
803-777-9733

17.a

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

"Live on Lincoln"/ Fundraiser for the Arts

DATE(S) OF EVENTS: (monthly can be on one request)

4/18/21

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.)

4/25/21

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 in the Vista outside of Blue Marlin restaurant between Gervais Street and Lady 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)

Lincoln Street between Gervais Street and Lady Street.

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

10:00 am to 10:00 pm

HOURS OF EVENT

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

5:00 pm to 7:00 pm

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

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

5:00 pm to 6:30 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 at 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, ATT: 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 Lat 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

Attachment: R-2021-018 Live on Lincoln (April 18-rain April 25) (6531 : Resolution No.: R-2021-018 Live on Lincoln (April 18/rain April 25))

To whom it may concern,

The Koger Center for the Arts seeks permission to close Lincoln Street between Gervais Street and Lady Street in the Vista on Sunday, April 18th from 10:00 am to 10:00 pm for a fundraising event organized to support community arts and cultural groups. "Live on Lincoln" will invite patrons of the arts to Lincoln Street for a socially-distant performance experience in support of Midlands arts and cultural organizations. A set dinner menu catered by Blue Marlin will be provided for social groups at individual tables distanced throughout Lincoln Street. A stage will be set at the far end of Lincoln Street on the Lady Street side where Midlands artists will showcase mini-performances in support of local organizations struggling to endure the Covid-19 shutdown. The event will start at 5:00 pm and end at 7:00 pm. We are also requesting the same permission for a potential rain date on Sunday, April 25th should the original event be cancelled due to inclement weather. The Koger Center is asking permission to close the street at 10:00 am to 10:00 pm to allow enough time for setup and breakdown. "Live on Lincoln" will be the final event of Artista Vista 2021 and Lady Street in the Vista will also be closed on Sunday, April 18th for Artista Vista events. The Koger Center will ensure the safety of patrons and performers by adhering to the following safety protocols:

- Staggered arrival and exit times and assigned seating to mitigate crowds. The Koger Center will open check-in 30 minutes prior to the event to alleviate lines and will stagger dismissal by small groups of tables.
- The Koger Center will allow a maximum capacity of four people from the same social group per table. Attendees must buy a table to attend the event in lieu of individual tickets.
- The event will be capped at 300 people.
- All tables will be spaced at least six feet apart.
- The first row of tables will be set fifteen feet from the front of the stage.
- Food and drinks will be served table side. Once the attendees are seated, they will be discouraged from moving about unless using the restrooms inside of Blue Marlin.
- Blue Marlin servers will follow all hospitality safety guidelines and will be wearing masks and gloves when preparing food. Blue Marlin is a Palmetto Priority participating restaurant. All food will be prepared inside of their restaurant and served by their staff.
- Masks will be worn unless eating, drinking, or performing.
- Sanitizing stations will be spread throughout the event.
- The Koger Center will offer a refund policy for those exhibiting Covid-19 symptoms to discourage those feeling sick from attending the event.
- The Koger Center must be granted approval from the University of South Carolina and adhere to approved University event safety requirements to move forward with the event.

While the ongoing Covid-19 pandemic continues to force the widespread closure of cultural organizations and venues, artists are enduring a catastrophic loss of income. This unprecedented crisis threatens the survival of the dynamic and diverse cultural identity at the heart of the Midlands community. Proceeds raised through ticket sales, sponsorships, and individual donations will be split evenly among the participating arts organizations. We expect to feature ten to fifteen three-to-five minute "mini-performances" by local organizations including the Columbia Classical Ballet, the Columbia City Ballet, Trustus Theatre, the South Carolina Philharmonic, ColaJazz, the University of South Carolina School of Music and Theater ensembles, and many others. Artists and organizations are encouraged to invite their regular audience members and patrons for a socially-distanced evening of fine dining and live entertainment to benefit and sustain arts and culture in the Midlands.

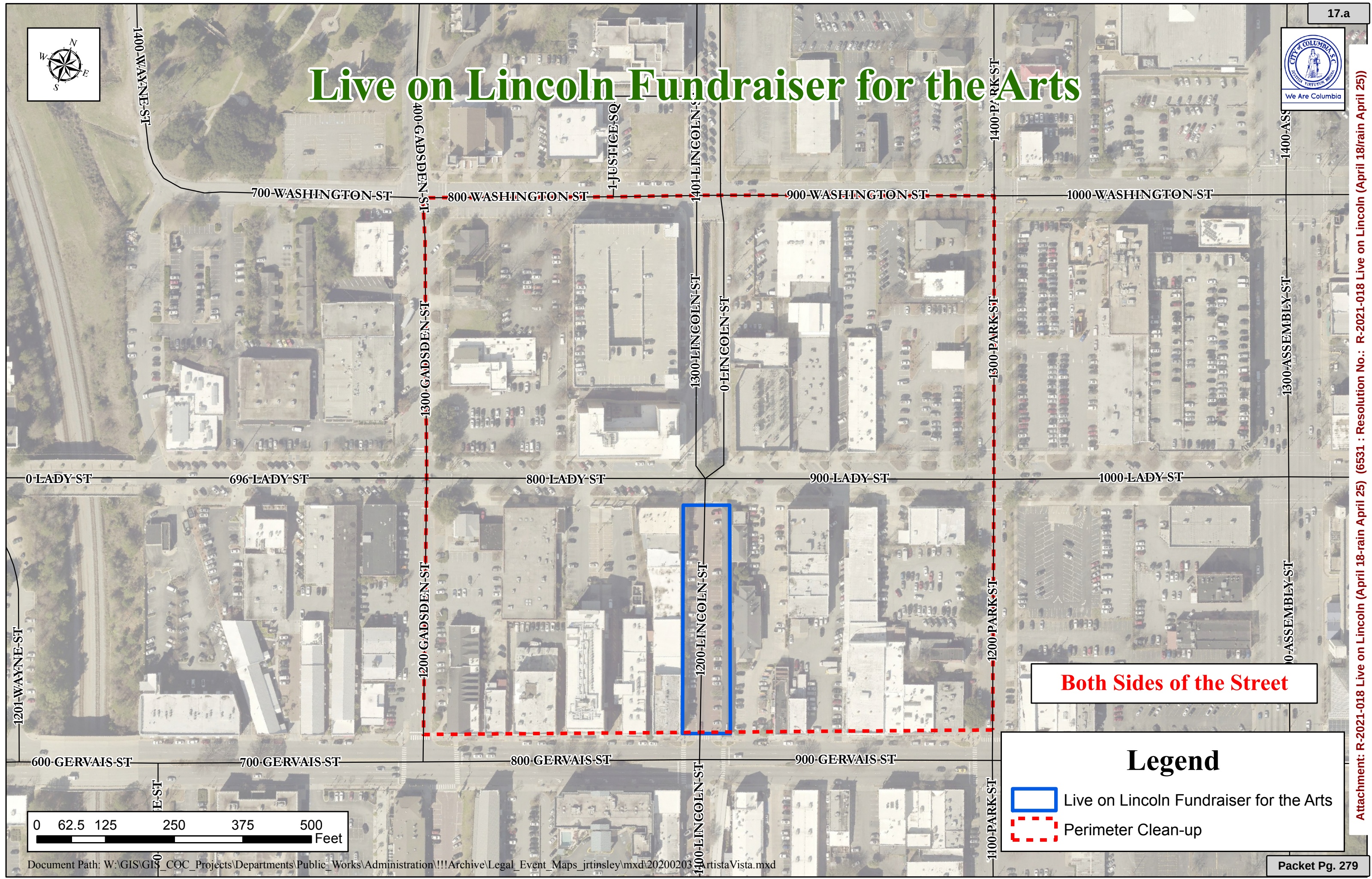
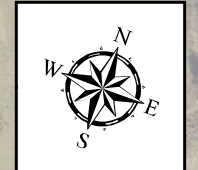
Sincerely,
Simms Oliphant

Development and Community Relations Coordinator
Koger Center for the Arts
803-777-9733
oliphane@mailbox.sc.edu

Attachment: R-2021-018 Live on Lincoln (April 18-rain April 25) (6531 : Resolution No.: R-2021-018 Live on Lincoln (April 18/rain April 25))



Live on Lincoln Fundraiser for the Arts

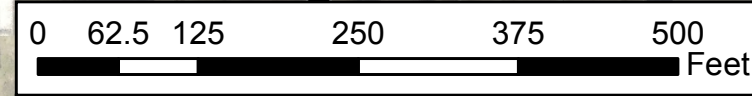


Both Sides of the Street

Legend

Live on Lincoln Fundraiser for the Arts

Perimeter Clean-up





We Are Columbia

MEETING DATE: March 16, 2021

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2021-020 Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for The Labyrinth on Boyd Plaza on Thursday, April 29, 2021

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- R-2021-020 The Labyrinth on Boyd Plaza (April 29) (PDF)

RESOLUTION NO.: R-2021-020

Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for The Labyrinth on Boyd Plaza on Thursday, April 29, 2021

WHEREAS, the Columbia Museum of Art ("CMA") is hosting The Labyrinth on Boyd Plaza on Thursday, April 29, 2021 from 7:30 p.m. until 9:00 p.m.; and,

WHEREAS, the CMA has requested permission for the temporary closing and use of the courtyard/plaza area adjacent to the Museum for The Labyrinth on Boyd Plaza from 7:00 p.m. until 10:00 p.m. for preparation and staging of the area for an outdoor event to be held between 7:30 p.m. until 9:30 p.m., and for patrons to consume beer and wine beverages only on Thursday, April 29, 2021 from 7:30 p.m. until 9:00 p.m.; and,

WHEREAS, to insure the safety of attendees Organizer understands and agrees as follows:

1. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to COVID-19 pandemic safety and social distancing protocols as published by the CDC and SCDHEC and shall modify the plans and footprint as safety protocols published by the CDC and SCDHEC are updated.
2. The City may cancel the event at any time based upon public safety and/or public health concerns. The City shall not be financially responsible for any costs associated with the cancellation of the event.
3. Organizer shall display signs (physical and/or electronic) throughout the event area that discourage physical contact such as hugs, handshakes, fist bumps, and high-fives during the event.
4. Organizer shall require all attendees of the event to adhere to all COVID-19 safety protocols to include but not be limited to wearing of face masks, social distancing and frequent washing of hands.
5. Organizer is required to provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to the public during the event. Organizer is to provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof who attends the event. Ten percent (10%) of these facilities should be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. The City of Columbia may determine the total number of required restroom facilities on a case-by-case basis. Organizer shall post signs or markers to prohibit lines or crowds forming near the restroom without maintaining a distance of at least six (6) feet from other people.
6. Organizer shall post signs or markers to prohibit lines or crowds forming near food vendors and should encourage attendees to bring their own water. Alcohol, beer and/or wine shall be prohibited at the event without approval of a written resolution of City Council.
7. Organizer shall coordinate with food vendors to offer touchless payment options if possible and available or provide a tray for the exchange of payment to avoid hand contact. Frequently touched surfaces should be cleaned after each customer and customers are encouraged to use their own pens.
8. At no cost to the City, Organizer shall be responsible for providing private security of no less than two (2) private security officers during the hours of 7:00 p.m. and 10:00 p.m.; and,

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

BE IT RESOLVED by the Mayor and Council this ____ day of _____, 2021, that the sale of beer and wine beverages only in plastic containers or cans only is authorized between the hours of 7:30 p.m. and 9:00 p.m. on Thursday, April 29, 2021; and,

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

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages 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 portion of courtyard/plaza area adjacent to the Museum, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, the closed portion of the courtyard/plaza area adjacent to the Museum, 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 should the organizer reschedule the event date for a date beyond one (1) week from the date originally scheduled, 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:

T. A. Knox

City Attorney

City Clerk

Introduced:

Final Reading:

DATE OF REQUEST

2/17/21

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)Wilson Bame
803-343-2181
wbame@columbiamuseum.org

18.a

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

The Labyrinth on Boyd Plaza

DATE(S) OF EVENTS:

April 29, 2021

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

7:00pm - 10:00pm

HOURS OF EVENT

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

7:30pm - 9:30pm

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

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

7:30pm - 9:00pm

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

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

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

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

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



COVID-19 Event Safety Plan

Masks are required to gain admission or participate in the event in accordance with applicable state laws/ordinances.

Sanitizer stations will be placed throughout the event area and museum for the duration of the event. The CMA has adequate supplies for increased cleaning and disinfection for high traffic areas and bathrooms.

The CMA has a social distancing plan in place. The plan encourages individuals who are not part of the same household to stay at least 6 feet apart before, during, and after the event by addressing traffic flow, seating layout and/or availability of seating, and, if applicable, blocking off rows and/or sections.

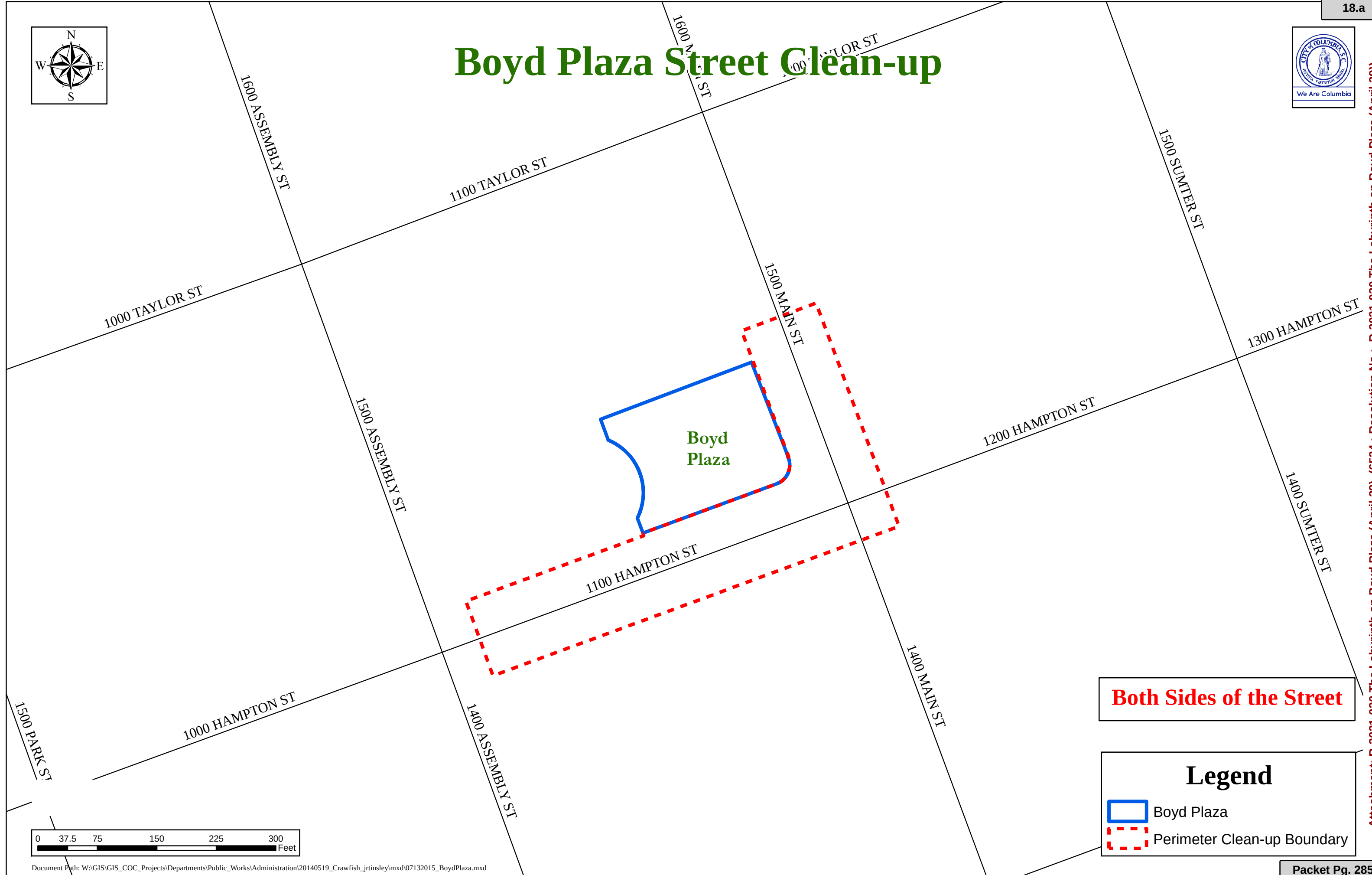
Visible guidelines will be posted, such as decals/tape on floors, signs on walls, and/or stanchions with signs, to promote social distancing.

All outside event vendors will be fully informed of the CMA's COVID-19 safety protocols and agree to adhere to all protocols for the duration of the event.

Visible guidelines of COVID-19 safety protocols and event specific rules will be posted for attendees to see upon entry.



Boyd Plaza Street Clean-up



Both Sides of the Street

Legend

-  Boyd Plaza
-  Perimeter Clean-up Boundary



We Are Columbia

MEETING DATE: March 16, 2021

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2021-021 Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for The Columbia Design League presents Derby by Design on Saturday, May 1, 2021

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- R-2021-021 Derby by Design at CMA (May 1) (PDF)

RESOLUTION NO.: R-2021-021

*Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for
The Columbia Design League presents Derby by Design on Saturday, May 1, 2021*

WHEREAS, the Columbia Museum of Art ("CMA") is hosting the Columbia Design League presents Derby by Design in Boyd Plaza on Saturday, May 1, 2021 from 6:00 p.m. until 10:00 p.m.; and,

WHEREAS, the CMA has requested permission for the temporary closing and use of the courtyard/plaza area adjacent to the Museum for the Columbia Design League presents Derby by Design from 4:00 p.m. until 11:00 p.m. for preparation and staging of the area for an outdoor event to be held between 6:00 p.m. until 10:00 p.m., and for patrons to consume beer and wine beverages only on Saturday, May 1, 2021 from 6:00 p.m. until 9:30 p.m.; and,

WHEREAS, to insure the safety of attendees Organizer understands and agrees as follows:

1. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to COVID-19 pandemic safety and social distancing protocols as published by the CDC and SCDHEC and shall modify the plans and footprint as safety protocols published by the CDC and SCDHEC are updated.
2. The City may cancel the event at any time based upon public safety and/or public health concerns. The City shall not be financially responsible for any costs associated with the cancellation of the event.
3. Organizer shall display signs (physical and/or electronic) throughout the event area that discourage physical contact such as hugs, handshakes, fist bumps, and high-fives during the event.
4. Organizer shall require all attendees of the event to adhere to all COVID-19 safety protocols to include but not be limited to wearing of face masks, social distancing and frequent washing of hands.
5. Organizer is required to provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to the public during the event. Organizer is to provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof who attends the event. Ten percent (10%) of these facilities should be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. The City of Columbia may determine the total number of required restroom facilities on a case-by-case basis. Organizer shall post signs or markers to prohibit lines or crowds forming near the restroom without maintaining a distance of at least six (6) feet from other people.
6. Organizer shall post signs or markers to prohibit lines or crowds forming near food vendors and should encourage attendees to bring their own water. Alcohol, beer and/or wine shall be prohibited at the event without approval of a written resolution of City Council.
7. Organizer shall coordinate with food vendors to offer touchless payment options if possible and available or provide a tray for the exchange of payment to avoid hand contact. Frequently touched surfaces should be cleaned after each customer and customers are encouraged to use their own pens.
8. At no cost to the City, Organizer shall be responsible for providing private security of no less than two (2) private security officers during the hours of 4:00 p.m. and 11:00 p.m.; and,

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

BE IT RESOLVED by the Mayor and Council this ____ day of _____, 2021, that the sale of beer and wine beverages only in plastic containers or cans only is authorized between the hours of 6:00 p.m. and 9:30 p.m. on Saturday, May 1, 2021.; and,

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

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages 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 portion of courtyard/plaza area adjacent to the Museum, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, the closed portion of the courtyard/plaza area adjacent to the Museum, 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 should the organizer reschedule the event date for a date beyond one (1) week from the date originally scheduled, 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:

T. A. Knox

City Attorney

City Clerk

Introduced:

Final Reading:

DATE OF REQUEST	2/1/21	REQUESTOR'S NAME/CONTACT INFORMATION (E-MAIL/PHONE#/FAX#)	Dana Witkoski, dwitkoski@columbiamuseum.org
EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)	Columbia Design League presents Derby by Design		
DATE(S) OF EVENTS:	May 1, 2021		
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	4:00 p.m.-10:00 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 6:00-9:30 p.m.)*	6:00-9:30 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.

Fire Marshal George N. Adams, Jr., 545-3703; 413-8553; cfgadams@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; leosborne@columbiasc.net park reservations
 Police Department Community Services - Brenda Murphy; 545-3507; bmmurphy@columbiasc.net street closing

Last revised: 11/01/2013

Attachment: R-2021-021 Derby by Design at CMA (May 1) (6536 : Resolution No.: R-2021-021 Derby by Design (May 1))



COVID-19 Event Safety Plan

Masks are required to gain admission or participate in the event in accordance with applicable state laws/ordinances.

Sanitizer stations will be placed throughout the event area and museum for the duration of the event. The CMA has adequate supplies for increased cleaning and disinfection for high traffic areas and bathrooms.

The CMA has a social distancing plan in place. The plan encourages individuals who are not part of the same household to stay at least 6 feet apart before, during, and after the event by addressing traffic flow, seating layout and/or availability of seating, and, if applicable, blocking off rows and/or sections.

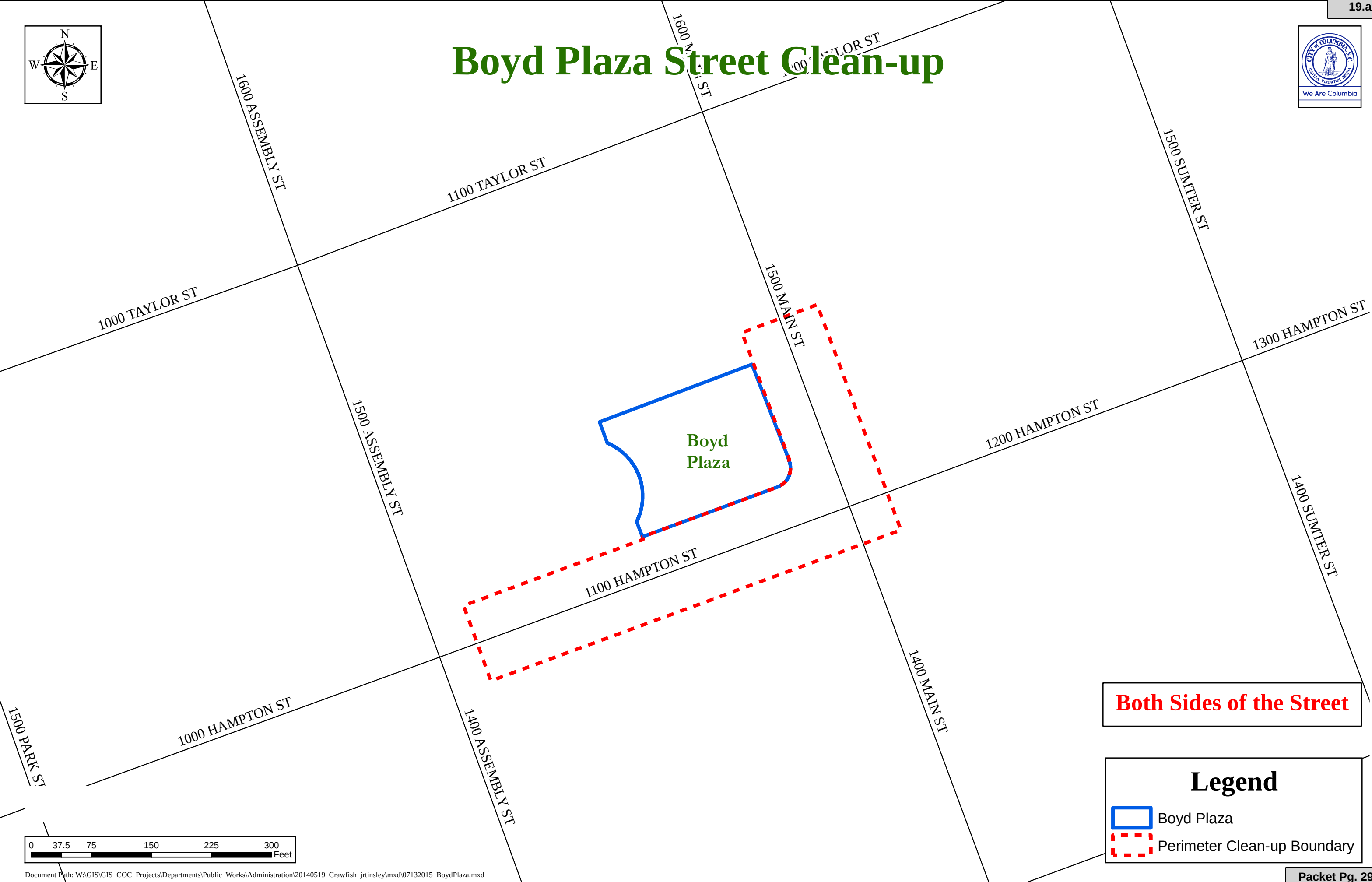
Visible guidelines will be posted, such as decals/tape on floors, signs on walls, and/or stanchions with signs, to promote social distancing.

All outside event vendors will be fully informed of the CMA's COVID-19 safety protocols and agree to adhere to all protocols for the duration of the event.

Visible guidelines of COVID-19 safety protocols and event specific rules will be posted for attendees to see upon entry.



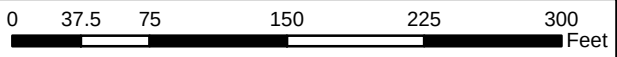
Boyd Plaza Street Clean-up



Both Sides of the Street

Legend

-  Boyd Plaza
-  Perimeter Clean-up Boundary





We Are Columbia

MEETING DATE: March 16, 2021

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 0.418-acres S/S Mabron Road; TMS# 19206-03-58

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services, Planning Together

PURPOSE:
Ordinance No: 2021-016 Annexing 0.418 acres S/S Mabron Road; TMS# 19206-03-58

Council District: 4

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

Applicant: Fidelis Financial, a Georgia LLC

Staff Recommendation: Approval

PC Recommendation: 03/01/2021; Approval (7-0)

ATTACHMENTS:

- 2021-016 annex 0.418 acres SS Mabron Road (PDF)
- AO-ANNEX-2021-0002_0.418acMabron_council (PDF)

ORDINANCE NO.: 2021-016

Annexing 0.418 acres S/S Mabron Road, Richland County TMS #19206-03-58

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Ann. Sec. 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2021, that the property described herein is hereby annexed to and becomes a part of the City of Columbia effective immediately. This property shall be assigned an interim land use classification of Urban Edge Residential Large Lot (UER-2), interim zoning of Single Family Residential District (RS-1), apportioned to City Council District 4, Census Tract 116.08 and contains 0.418 acre.

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 19206-03-58

Also included in the territory hereby annexed are all contiguous portions of all public rights of way, streets and highways.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2021-016

All that certain piece, parcel or lot of land, together with any improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, the same being shown and delineated as Lot 1, Block D on a plat prepared for Metro Dwellings LLC by Morgan Surveys, dated September 22, 2020 and recorded on January 29, 2021 in the Office of the ROD for Richland County in Book 2580, page 3641. Said plat is specifically incorporated herein and reference is craved thereto for a more complete and accurate description of the premises, be all measurements a little more or less.

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: February 10, 2021

RE: **Property Address:** 0.418 acre S/S Mabron Road
Richland County TMS#: 19206-03-58
Owner(s): Fidelis Financial, a Georgia limited liability company
Current Use: Vacant
Proposed Use: Residential
Current County Land Use: Neighborhood (Medium Density)
Proposed City Land Use: Urban Edge Residential Large Lot (UER-2)
Current County Zoning: Residential Single Family Low Density (RS-LD)
Proposed City Zoning: Single Family Residential (RS-1)
Reason for Annexation: Municipal Services; Donut Hole - Primary
City Council District: 4
Census Tract: 116.08

The Planning & Development Services advises that the above referenced property has been offered for annexation. Attached, please find a map or drawing reflecting the property. You are directed to forward your comments and/or recommendations regarding the issue of whether to annex or not to Planning & Development Services. Planning & Development Services will compile your comments for City Council consideration.

Planning & Development Services staff will see to it that this matter is placed on the **March 1, 2021** Planning Commission agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

/atl

Attachments

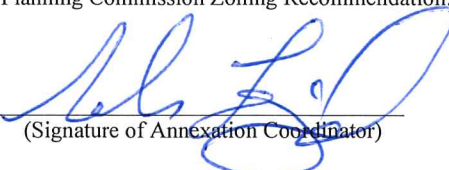
cc:

Clint Shealy, Assistant City Manager
 Jeff Palen, Assistant City Manager/CFO
 Dana Higgins, Director, Engineering
 Joseph Jaco, Director, Utility Operations
 Robert Anderson, Public Works Director
 Krista Hampton, Planning & Development Services
 Lakesha Shannon, Business License Administrator
 Greg Williams, Business Liasion
 Tiffany Latimer, Customer Care Administrator
 Jerry Thompson, Building Official
 Michelle Brazell, Engineering
 Denny Daniels, Engineering
 Police Planning & Research
 Alfreda Tindal, Richland Co. 911 Addressing Coordinator

Missy Gentry, Assistant City Manager
 Henry M. Simons, Assistant City Manager
 Teresa Knox, City Attorney
 William Holbrook, Police Chief
 Aubrey Jenkins, Fire Chief
 Jan Alonso, Finance Director
 Gloria Saaed, Community Development Director
 George Adams, Fire Marshal
 Rachel Bailey, Zoning Administrator
 Jacquelyn Richburg, Columbia-Richland 911
 David Hatcher, Housing Official
 Richland County Solid Waste Collection
 Lucinda Statler, Interim Planning Administrator
 Tori Salvant, Dev. Center Administrator

Planning Commission Land Use Recommendation: UER-2 (Land Use classification) by 7 - 0
 on 3/1/21 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: RS-LD (Zoning classification) by 7 - 0
 on 3/1/21 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)

Attachment: 2021-016 annex 0.418 acres SS Mabron Road (6528 : ANNEXATION, COMPREHENSIVE PLAN MAP, AND ZONING MAP: 0.418 ac

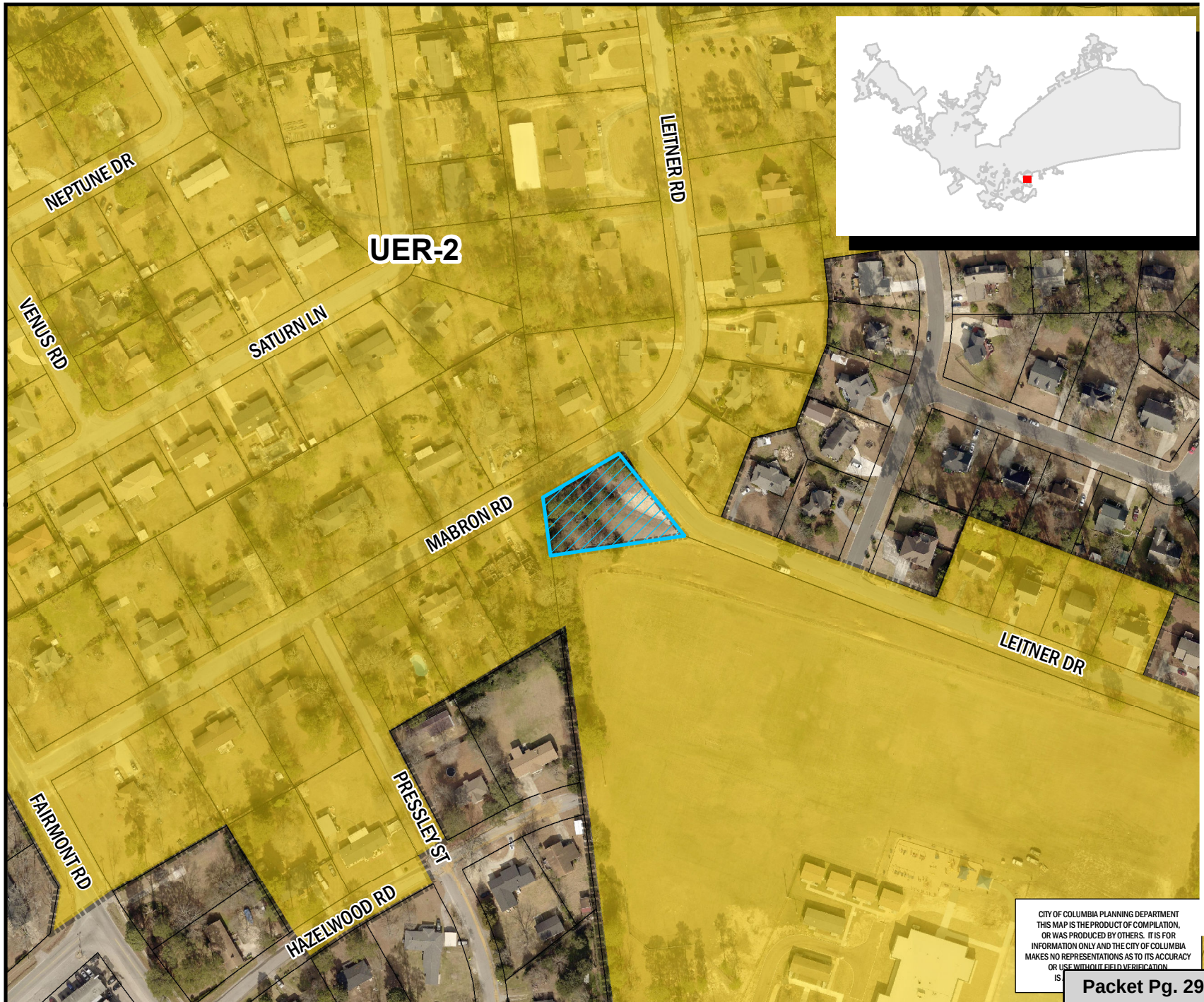
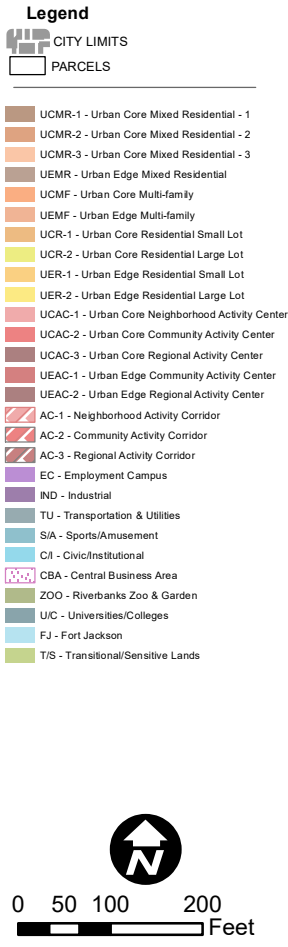


Future Land Use Map

Department of Planning &
Development Services

0.418 acres S/S Mabron Road, TMS# 19206-03-58,
Existing Rich. Co. FLU: Neighborhood (Medium Density), Proposed Interim FLU: UER-2

20.a



CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPILED,
OR WAS PRODUCED BY OTHERS. IT IS FOR
INFORMATION ONLY AND THE CITY OF COLUMBIA
MAKES NO REPRESENTATIONS AS TO ITS ACCURACY
OR USE WITHOUT FIELD VERIFICATION
IS

Packet Pg. 297

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Attachment: 2021-016 annex 0.418 acres SS Mabron Road (6528 : ANNEXATION; COMPREHENSIVE PLAN



Zoning Map

Department of Planning &
Development Services

0.418 acres S/S Mabron Rd., TMS# 19206-03-58; 20.a
Current Rich. Co. Zoning: RS-LD, Proposed Zoning: RS-1

Legend

PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	

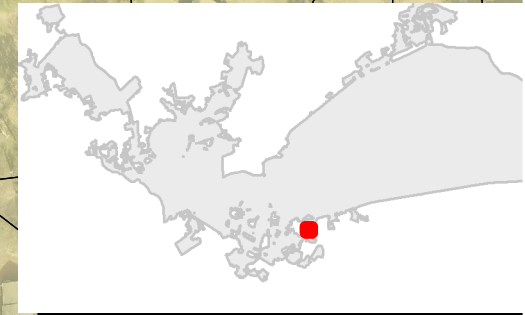
0 45 90 180 Feet



ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
February 10, 2021

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



Attachment: 2021-016 annex 0.418 acres SS Mabron Road (6528 : ANNEXATION; COMPREHENSIVE PLAN

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) PETITION FOR ANNEXATION

The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: All that certain piece, parcel or lot of land, together with any improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, the same being shown and delineated as Lot 1, Block D on a plat prepared for Metro Dwellings LLC by Morgan Surveys, dated September 22, 2020 and recorded on January 29, 2021 in the Office of the ROD for Richland County in Book 2580, page 3641. Said plat is specifically incorporated herein and reference is craved thereto for a more complete and accurate description of the premises, be all measurements a little more or less.

Richland County TMS: 19206-03-58

Property Address: 0.418 acre S/S Mabron Road

Fidelis Financial, a Georgia limited liability company

BY: Michael R. Dawson
 (Signature)

Date: 2/8/21

Michael Dawson
 (Print Name)

ITS: President and CEO
Fidelis Financial LLC

Attachment: 2021-016 annex 0.418 acres SS Mabron Road (6528 : ANNEXATION, COMPREHENSIVE PLAN MAP, AND ZONING MAP: 0.418 ac

Attachment: 2021-016 annex 0.418 acres SS Mabron Road (5528 : ANNEXATION, COMPREHENSIVE PLAN

Fee: \$25.00 County Tax: \$0.00 State Tax: \$0.00
2021005782 John T. Hopkins II Richland County R.O.D.

2021005782

NOTES

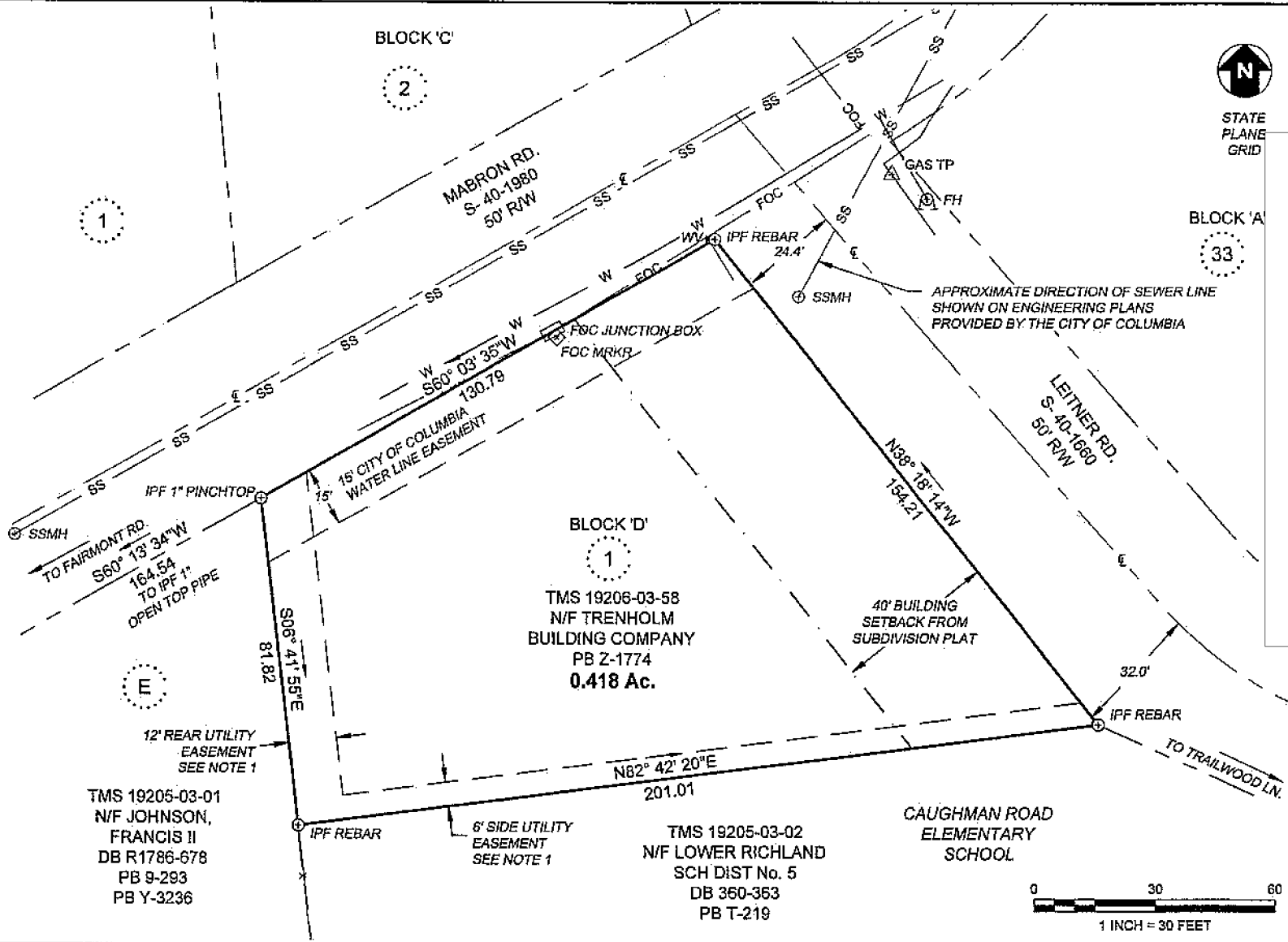
- 1) UTILITY EASEMENT LOCATIONS AND WIDTHS ARE UNKNOWN UNLESS OTHERWISE INDICATED. UTILITIES SHOWN ARE FROM ABOVE-GROUND EVIDENCE INCLUDING RECENT PAINTED DELINEATIONS BY OTHERS. EASEMENTS SHOWN ARE FROM THE SUBDIVISION PLAT WITH 'REAR' AND 'SIDE' EASEMENT LOCATIONS SHOWN BASED ON THE BUILDING SETBACK PRESUMED TO BE AT 'FRONT'.
- 2) ACCORDING TO THE REFERENCED F.I.R.M., THE SUBJECT PARCEL LIES IN AN UNSHADED ZONE 'X' FLOOD HAZARD AREA ("AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN").
- 3) CURRENT DEED AND PLAT REFERENCES FOR THIS PARCEL OBTAINED FROM THE RICHLAND COUNTY ASSESSOR ARE INCORRECT AND PERTAIN INSTEAD TO TMS 19206-03-56.

REFERENCES

- 1) "MAP OF CHARLES TOWNE - PHASE II AND A PORTION OF CHARLES TOWNE - PHASE I PREPARED FOR TRENHOLM BUILDING COMPANY" BY B.P. BARBER AND ASSOCIATES, INC., DATED NOV. 21, 1980, LAST REVISED 26 FEBRUARY, 1981, AND RECORDED IN PLAT BOOK Z AT PAGE 1774.
- 2) PLAT FOR LOWER RICHLAND SCHOOL DISTRICT No. 5 BY McMILLAN ENGINEERING COMPANY DATED MAY 19, 1963 AND RECORDED IN PLAT BOOK T AT PAGE 219.
- 3) SCDOT HIGHWAY PLANS FOR LEITNER RD. AND MABRON RD., DOCKET 40.713, SHEET 12 OF 13, DATED 2/9/70, PROVIDED BY SCDOT PLANS ONLINE.
- 4) FEMA FLOOD INSURANCE RATE MAP (F.I.R.M.) MAP No. 45079C0381L, REVISED DECEMBER 21, 2017, PROVIDED BY THE FEMA MAP SERVICE CENTER.

EXEMPTION FROM REVIEW PROCESS
THIS PLAT IS A RESURVEY OF AN EXISTING PARCEL OF RECORD. NO NEW LOTS OR STREETS ARE CREATED BY THIS SURVEY.

Michael F. Morgan
MICHAEL F. MORGAN, SCPLS No. 9061B



morgan surveys
Michael F. Morgan, PLS
2024 Shadowood Ct.
Columbia, SC 29212
803.732.7906
www.michaelfmorgan.com/survey

I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS 'B' SURVEY AS SPECIFIED THEREIN.

Michael F. Morgan
MICHAEL F. MORGAN, SCPLS No. 9061B

Michael F. Morgan
9/22/2020

SOUTH CAROLINA
morgan surveys
No. 5848
CERTIFICATE OF AUTHORIZATION

GENERAL PROPERTY SURVEY PREPARED FOR		
METRO DWELLINGS LLC		
IN CHARLESTOWN PHASE II SUBDIVISION, NEAR THE CITY OF COLUMBIA IN RICHLAND COUNTY, SOUTH CAROLINA		
SCALE 1" = 30'	DATE 9/22/2020	DRAWING No. 20141-01



CITY COUNCIL

March 16, 2021 at 2:00pm

Virtual Meeting Using Video Conferencing Technology, Columbia, SC

ANNEXATION, INTERIM COMPREHENSIVE PLAN MAP AMENDMENT, AND INTERIM ZONING MAP AMENDMENT CASE SUMMARY 0.418 acres S/S Mabron Road; TMS# 19206-03-58

Council District:	4
Proposal:	Request to annex, assign interim land use classification of Urban Edge Residential Large Lot (UER-2) and assign interim zoning of Single Family Residential District (RS-1) at the time of annexation. The property is currently classified as Neighborhood (Medium Density) and zoned RS-LD by Richland County.
Applicant:	Fidelis Financial, a Georgia LLC
Staff Recommendation:	Approval
PC Recommendation:	03/01/2021; Approval (7-0)
PH, 1 st Reading	03/16/2021; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.418 acres

Current Use: Vacant Land

Proposed Use: Residential

Reason for Annexation: Municipal Services

Urban Service Area: Donut Hole - Primary

Current County Land Use Classification: Neighborhood (Medium Density)

Proposed Interim City Land Use Classification: Urban Edge Residential Large Lot (UER-2)

Current County Zoning: Residential Single Family Low Density (RS-LD)

Proposed Interim City Zoning: Single Family Residential District (RS-1)

Census Tract: 116.08

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

Police

CPD does not have any objection to this annexation. This property is located next to properties already within the City limits. The estimated cost to serve this single family residence would be **approximately \$130 per year**, based on calls to similar nearby properties within the City limits.

Fire

The proposed annexation will not result in additional costs or impact services being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

Solid Waste

Solid Waste provides service in this neighborhood. The cost associated with solid waste service is approximately **\$216 annually per household**.

Engineering

Because water and sewer lines currently exist in this area, the Utilities and Engineering Division **will not incur any costs** associated with this annexation.

Water Customer Care

A proposed new residence would result in a new customer, who will pay water rates approximately **40% lower** than out-of-city customers.

Planning & Development Services

We recommend approval of the annexation of this proposed single family residence, the only parcel located within this Primary Donut Hole. The estimated real estate tax revenue generated for the City will be approximately \$560 per year, based on the current tax rate and value estimates.

* Estimated City Tax Revenue is based on **2020 millage** for real property and calculated as: ((Taxable Value × Tax Rate) × City Millage Rate (.0938)). The actual additional taxes paid by the property owner will generally be substantially lower as some millage items do not apply to in-City properties, and an increased Local Option Sales Tax credit factor applies to in-City properties (an additional .002020 for the 2020 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject parcel is in a “Donut Hole” as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and “islands” of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Donut Holes - Primary are the donut holes where services are readily available and the infrastructure is generally good. These services include fire, police, sanitation, and utilities.

Annexation within an area classified as *Donut Hole - Primary* is the highest priority. Barring unanticipated circumstances, annexation of these areas is recommended, and staff should work with individual property owners or neighborhoods/developments to encourage and expedite annexation.

Donut Holes are unincorporated areas that are completely surrounded by the City of Columbia and/or another municipality, or areas surrounded by the City of Columbia and a major geographical feature, such as a river. These areas pose a number of challenges to the City that can be addressed through annexation. Often, these are areas that were developed before the City or any municipality became adjacent, and may lack easy access to City utilities or other services.

Donut Holes can often cause inefficiencies in the delivery of services due to confusion about jurisdiction, and if the land is in a jurisdiction with a different approach to code enforcement, these areas can negatively impact the quality of life for adjacent City residents. Such inefficiencies can impact property owners and residents, both within and outside of the municipal boundaries, through confusion over services as well as added operational

costs to local government. This results in a greater financial impact to City residents, who pay both City and County taxes

The proposed future land use for the subject property is Urban Edge Residential Large Lot (UER-2) in the *Columbia Compass: Envision 2036* Future Land Use Map. The property is currently assigned a future land use of Neighborhood (Medium Density) by Richland County.

Urban Edge Residential Large Lot neighborhoods represent many of the older residential neighborhoods in the outer areas of the City. This development type is appropriate as development on remaining large lots or as redevelopment in the outer areas of Columbia. Most of the existing developments occurred after 1950. Urban Edge Residential Large Lot developments generally do not continue the grid and block pattern found in the urban neighborhoods, but do tend to have a consistently organized internal street network with loops and interconnections.

Primary Types

- Single-family Detached
- *Accessory Dwelling Units

Tertiary Types

- Single-family Attached
- Two-family
- Three-family
- Civic/Institutional Small
- Business/Employment Small (excl. Flex
- Cemeteries & Mausoleums

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is not located within the study area of a neighborhood, small area, community, or corridor plan adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned RS-LD by Richland County. Surrounding parcels within the City of Columbia are currently zoned Single Family Residential District (RS-1).

The proposed City of Columbia interim zoning district is Single Family Residential District (RS-1).

Single Family Residential District (RS-1)

The RS-1, RS-1A, RS-1B, RS-2 and RS-3 districts are intended as single-family residential areas with detached units with low to medium population densities. Use regulations for the single-family districts are identical, but contain varying classes of lot width and lot area, and these dimensional differences are intended to be preserved. Certain structures and uses required to serve governmental, educational, religious, noncommercial recreational, and other needs of those areas are permitted outright within such districts or are permissible as special exceptions subject to restrictions and requirements intended to preserve and protect the single-family residential character of the district.

STAFF RECOMMENDATION

Staff recommends that City Council annex the property, assign interim future land use classification of Urban Edge Residential Large Lot (UER-2), and assign interim zoning of Single Family Residential District (RS-1) at the time of annexation.

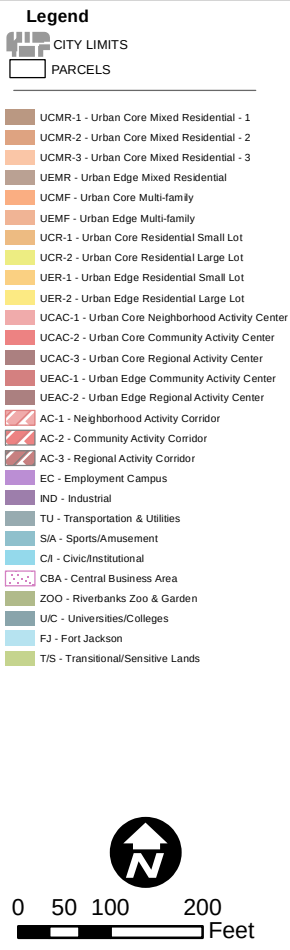


Future Land Use Map

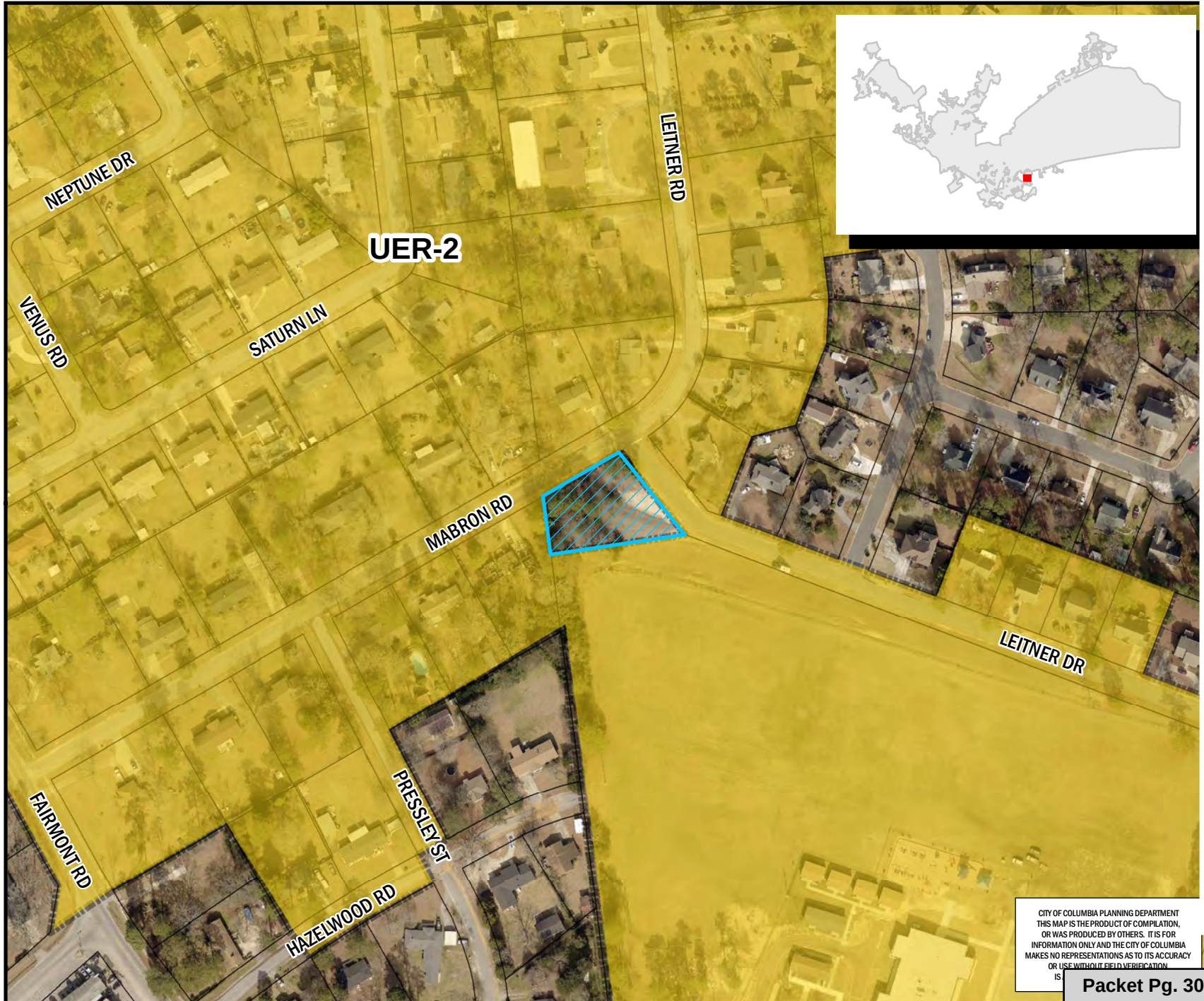
Department of Planning &
Development Services

0.418 acres S/S Mabron Road, TMS# 19206-03-58,
Existing Rich. Co. FLU: Neighborhood (Medium Density), Proposed Interim FLU: UER-2

20.b



ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
Date: 2/10/2021



CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPILATION,
OR WAS PRODUCED BY OTHERS. IT IS FOR
INFORMATION ONLY AND THE CITY OF COLUMBIA
MAKES NO REPRESENTATIONS AS TO ITS ACCURACY
OR USE WITHOUT FIELD VERIFICATION
IS

Packet Pg. 305

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Attachment: AO-ANNEX-2021-0002 0.418acMabron_council (6528 : ANNEXATION, COMPREHENSIVE

Zoning Map

0.418 acres S/S Mabron Rd., TMS# 19206-03-58; **20.b**
Current Rich. Co. Zoning: RS-LD, Proposed Zoning: RS-1

Department of Planning &
Development Services

Legend

PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	FUD-C
RG-1A	FUD-LS
RG-2	FUD-LS-E
RG-3	FUD-LS-R
UTD	FUD-R
MX-1	OUT OF CITY
MX-2	

0 45 90 180 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
February 10, 2021

DISCLAIMER:
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Attachment: AO-ANNEX-2021-0002 0.418acMabron_council (6528 : ANNEXATION, COMPREHENSIVE

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Development Types

URBAN EDGE RESIDENTIAL LARGE LOT (UER-2)

Urban Edge Residential Large Lot neighborhoods represent many of the older residential neighborhoods in the outer areas of the City. This development type is appropriate as development on remaining large lots or as redevelopment in the outer areas of Columbia. Most of the existing developments occurred after 1950. Urban Edge Residential Large Lot developments generally do not continue the grid and block pattern found in the urban neighborhoods, but do tend to have a consistently organized internal street network with loops and interconnections.



UER-2 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Single-family Detached
- *Accessory dwelling units

TERTIARY TYPES

- Single-family Attached
- Two-family
- Three-family
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

See matrix for appropriate park/open space types.

Development Types

UER-2 DEVELOPMENT PATTERN/CONTEXT

- The street network is typically curvilinear with irregular block structure and limited points of connection to the main road network. Street widths may be narrow or wide. Sidewalks may or may not be present in existing neighborhoods but should be provided in new developments. On-street parking is uncommon in these neighborhoods when street widths are narrow.
- Blocks are slightly irregular and may display a range of sizes and shapes determined by the parent lot shape and the internal street network.
- Blocks are subdivided into regular sized lots over 10,000 square feet.
- Buildings are typically set back from the street with deep front yards; buildings sit parallel to the street.
- Building sizes vary slightly within a block, but most are one to two stories in height with more than 2,000 square feet of livable space. Exceptions in the number of stories would be for neighborhoods with many split-level homes.
- Most homes have dedicated parking areas in front or side yards. Attached garages or carports are common.
- Open or green spaces are included in individual properties, retention or detention areas, or neighborhood parks. Passive green spaces should be included in new developments.
- Within a single development, building architecture, density, scale, and design will typically be fairly consistent along with front yard setbacks and driveway and garage arrangements. Side loading garages may be more common in a large lot neighborhood than in small lot neighborhoods.





We Are Columbia

MEETING DATE: March 16, 2021

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ANNEXATION, FUTURE LAND USE MAP AMENDMENT,
AND ZONING MAP AMENDMENT for 1307 Mason Road;
TMS# 11813-01-02

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services, Planning
Together

PURPOSE:
Ordinance No.: 2021-015 Annexing and Incorporating 1307 Mason Road; TMS# 11813-01-02 into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020

Council District: 1

Proposal: Request to annex the property, assign land use classification of Urban Edge Multi-family (UEMF) and assign zoning of General Residential District (RG-2) at the time of annexation. The property is currently classified as Mixed Residential (High Density); a portion is within a Community Activity Center Node and zoned RU by Richland County.

Applicant: WAT Properties, Inc. of Columbia

Staff Recommendation: Approval

PC Recommendation: 02/01/2021; Approval (5-3)

ATTACHMENTS:

- 2021-015 annex and incorporate 1307 Mason Road (PDF)
- ANNEX-2020-0027_Mason1307_ZPH (PDF)

ORDINANCE NO.: 2021-015

*Annexing and Incorporating 1307 Mason Road, Richland County TMS #11813-01-02
into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020*

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Ann. Sec. 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; and,

WHEREAS, City Council adopted Columbia Compass: Envision 2036 as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 adopting Columbia Compass: Envision 2036 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (Title 6, Chapter 29 of the SC Code); NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2021, that the property described herein is hereby annexed to, incorporated into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020, and becomes a part of the City of Columbia effective immediately. This property shall be assigned a future land use classification of Urban Edge Multi-Family (UEMF), zoned General Residential District (RG-2), apportioned to City Council District 1, Census Tract 106 and contains 36.5 acres.

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 11813-01-02

Also included in the territory hereby annexed are all contiguous portions of all public rights of way, streets and highways.

Requested by:

Assistant City Manager Gentry _____

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2021-015

All that certain piece, parcel or lot of land, with any improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 36.50 acres, more or less, and shown as TMS 11813-01-02 on a Plat prepared for WAT Properties of Columbia, Inc. by Inman Land Surveying Company, Inc. dated December 18, 2014, and last revised July 28, 2017. Said parcel having such boundaries and measurements as are shown on said plat.

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: December 10, 2020

RE: **Property Address:** 1307 Mason Road
Richland County TMS#: 11813-01-02
Owner(s): WAT Properties, Inc. of Columbia
Current Use: Residential
Proposed Use: Residential
Current County Land Use: Mixed Residential (High Density); a portion is within a Community Activity Center Node
Proposed City Land Use: Urban Edge Multifamily (UEMF)
Current County Zoning: Rural (RU)
Proposed City Zoning: General Residential (RG-2)
Reason for Annexation: Municipal Services; Secondary Area
City Council District: 1
Census Tract: 106

The Planning & Development Services advises that the above referenced property has been offered for annexation. Attached, please find a map or drawing reflecting the property. You are directed to forward your comments and/or recommendations regarding the issue of whether to annex or not to Planning & Development Services. Planning & Development Services will compile your comments for City Council consideration.

Planning & Development Services staff will see to it that this matter is placed on the **January 4, 2020** Planning Commission agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

/atl
 Attachments

cc:

Clint Shealy, Assistant City Manager
 Jeff Palen, Assistant City Manager/CFO
 Dana Higgins, Director, Engineering
 Joseph Jaco, Director, Utility Operations
 Robert Anderson, Public Works Director
 Krista Hampton, Planning & Development Services
 Lakesha Shannon, Business License Administrator
 Greg Williams, Business Liaison
 Tiffany Latimer, Customer Care Administrator
 Jerry Thompson, Building Official
 Michelle Brazell, Engineering
 Denny Daniels, Engineering
 Police Planning & Research
 Alfreda Tindal, Richland Co. 911 Addressing Coordinator

Missy Gentry, Assistant City Manager
 Henry M. Simons, Assistant City Manager
 Teresa Knox, City Attorney
 William Holbrook, Police Chief
 Aubrey Jenkins, Fire Chief
 Jan Alonso, Finance Director
 Gloria Saaed, Community Development Director
 George Adams, Fire Marshal
 Rachel Bailey, Zoning Administrator
 Jacquelyn Richburg, Columbia-Richland 911
 David Hatcher, Housing Official
 Richland County Solid Waste Collection
 Lucinda Statler, Interim Planning Administrator
 Tori Salvant, Dev. Center Administrator

Planning Commission Land Use Recommendation: UEMF (Land Use classification) by 5 - 3
 on 2/1/2021 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: RG-2 (Zoning classification) by 5 - 3
 on 2/1/2021 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)

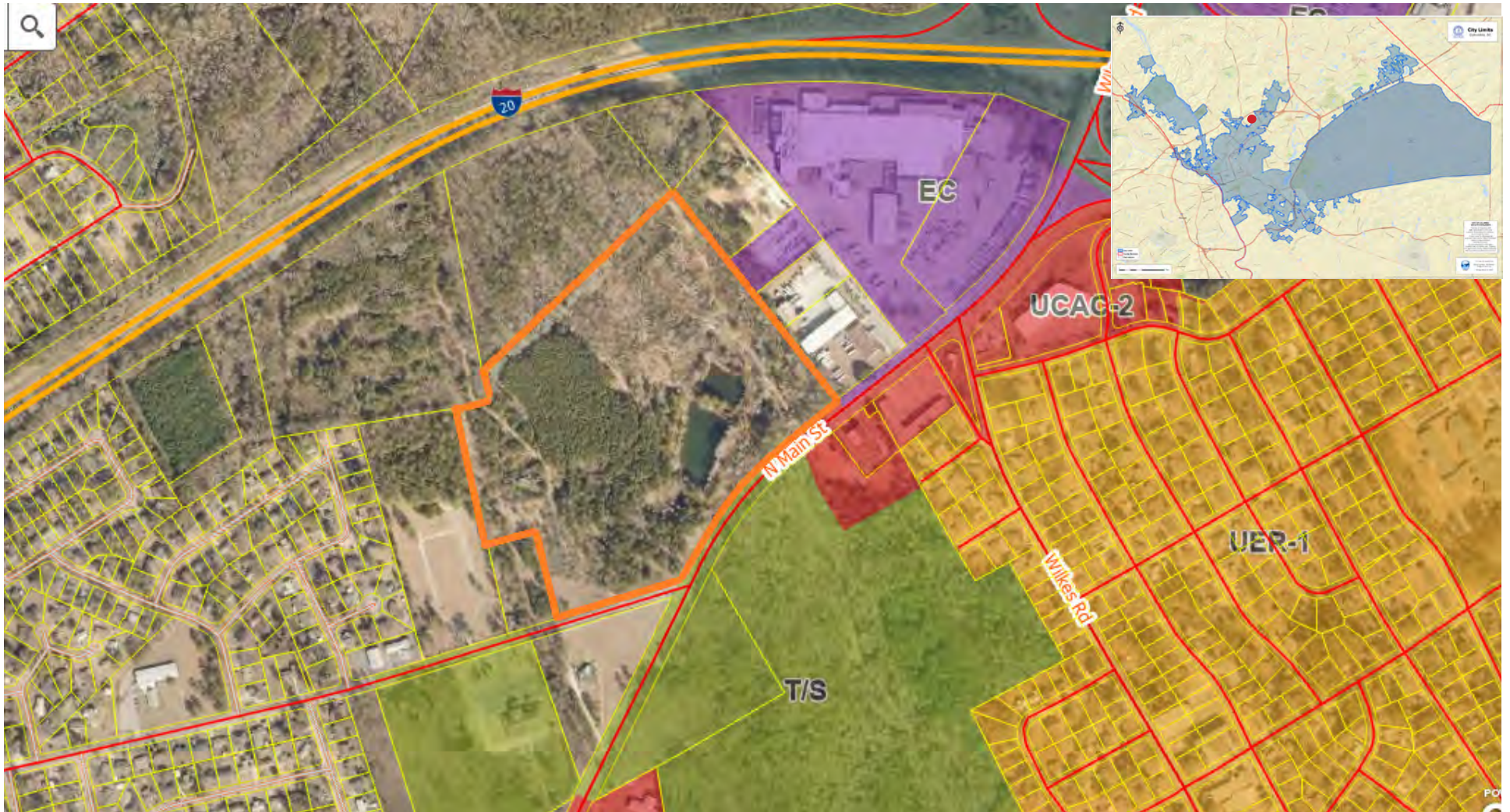
Attachment: 2021-015 annex and incorporate 1307 Mason Road (6527 : ANNEXATION, FLU MAP, AND ZONING MAP AMENDMENT for 1307



Land Use Map

1307 Mason Road, TMS# 11813-01-02

Existing Rich. Co. FLU: Mixed Residential (High Density); Proposed FLU: UEMF



Prepared by: Shane Shaughnessy
December 9, 2020

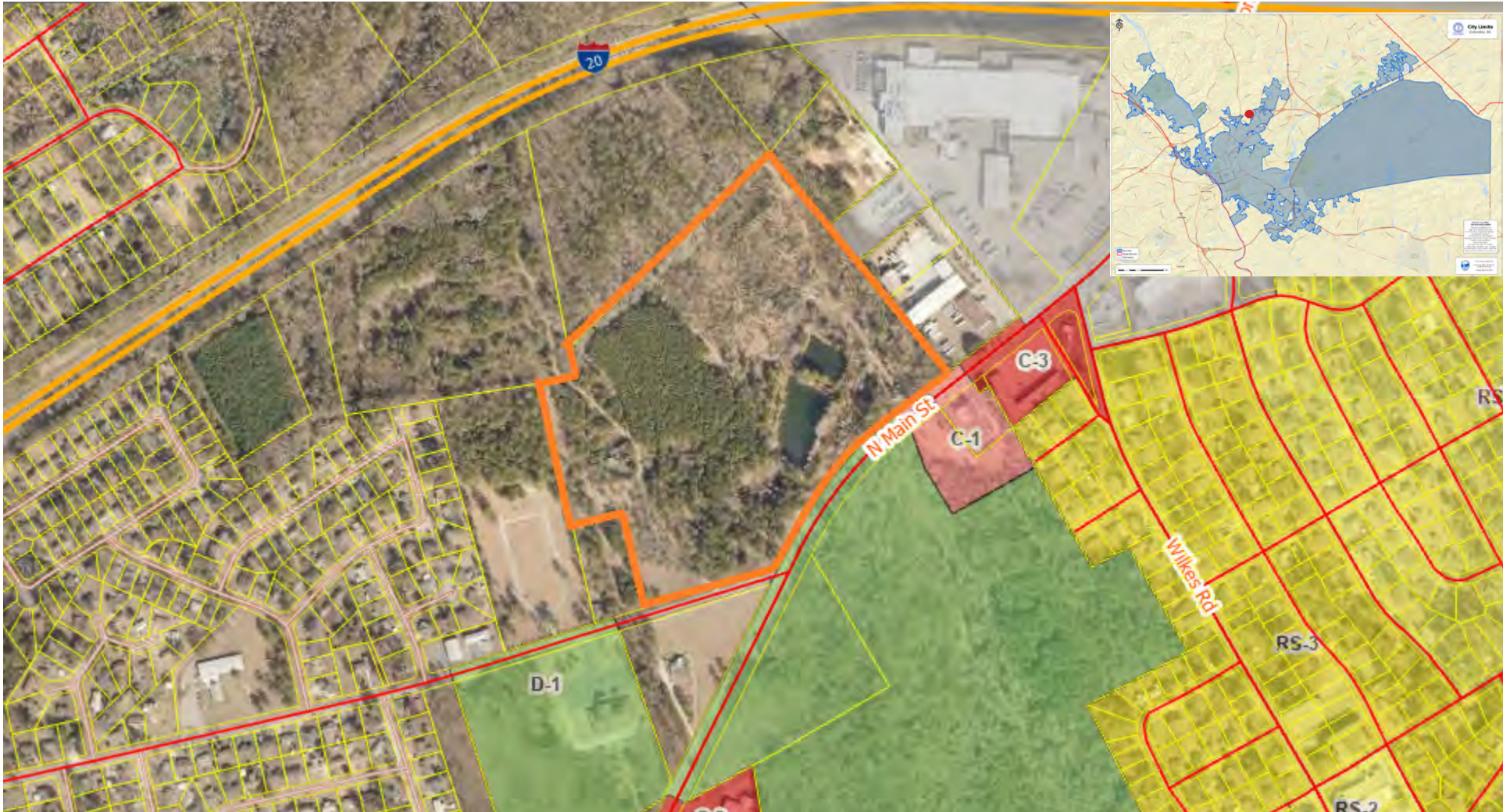
UCMR-1 - Urban Core Mixed Residential - 1	UCR-2 - Urban Core Residential Large Lot	UEAC-2 - Urban Edge Regional Activity Center	S/A - Sports/Amusement
UCMR-2 - Urban Core Mixed Residential - 2	UER-1 - Urban Edge Residential Small Lot	AC-1 - Neighborhood Activity Corridor	C/I - Civic/Institutional
UCMR-3 - Urban Core Mixed Residential - 3	UER-2 - Urban Edge Residential Large Lot	AC-2 - Community Activity Corridor	CBA - Central Business Area
UEMR - Urban Edge Mixed Residential	UCAC-1 - Urban Core Neighborhood Activity Center	AC-3 - Regional Activity Corridor	ZOO - Riverbanks Zoo & Garden
UEMF - Urban Edge Multi-family	UCAC-2 - Urban Core Community Activity Center	EC - Employment Campus	U/C - Universities/Colleges
UEMF - Urban Edge Multi-family	UCAC-3 - Urban Core Regional Activity Center	IND - Industrial	FJ - Fort Jackson
UCR-1 - Urban Core Residential Small Lot	UEAC-1 - Urban Edge Community Activity Center	TU - Transportation & Utilities	T/S - Transitional/Sensitive Lands

DISCLAIMER:

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Zoning Map

1307 Mason Road, TMS# 11813-01-02
Existing Rich. Co. Zoning: RU; Proposed Zoning: RG-2



We Are Columbia



Prepared by: Shane Shaughnessy
December 9, 2020

DISCLAIMER:

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STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) PETITION FOR ANNEXATION

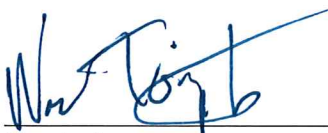
The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: All that certain piece, parcel and tract of land, with improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 36.50 acres, more or less, and shown as TMS 11813-01-02 on a Plat prepared for WAT Properties of Columbia, Inc. by Inman Land Surveying Company, Inc. dated December 18, 2014, and last revised July 28, 2017. Said parcel having such boundaries and measurements as are shown on said plat.

Richland County TMS: 11813-01-02

Property Address: 1307 Mason Road

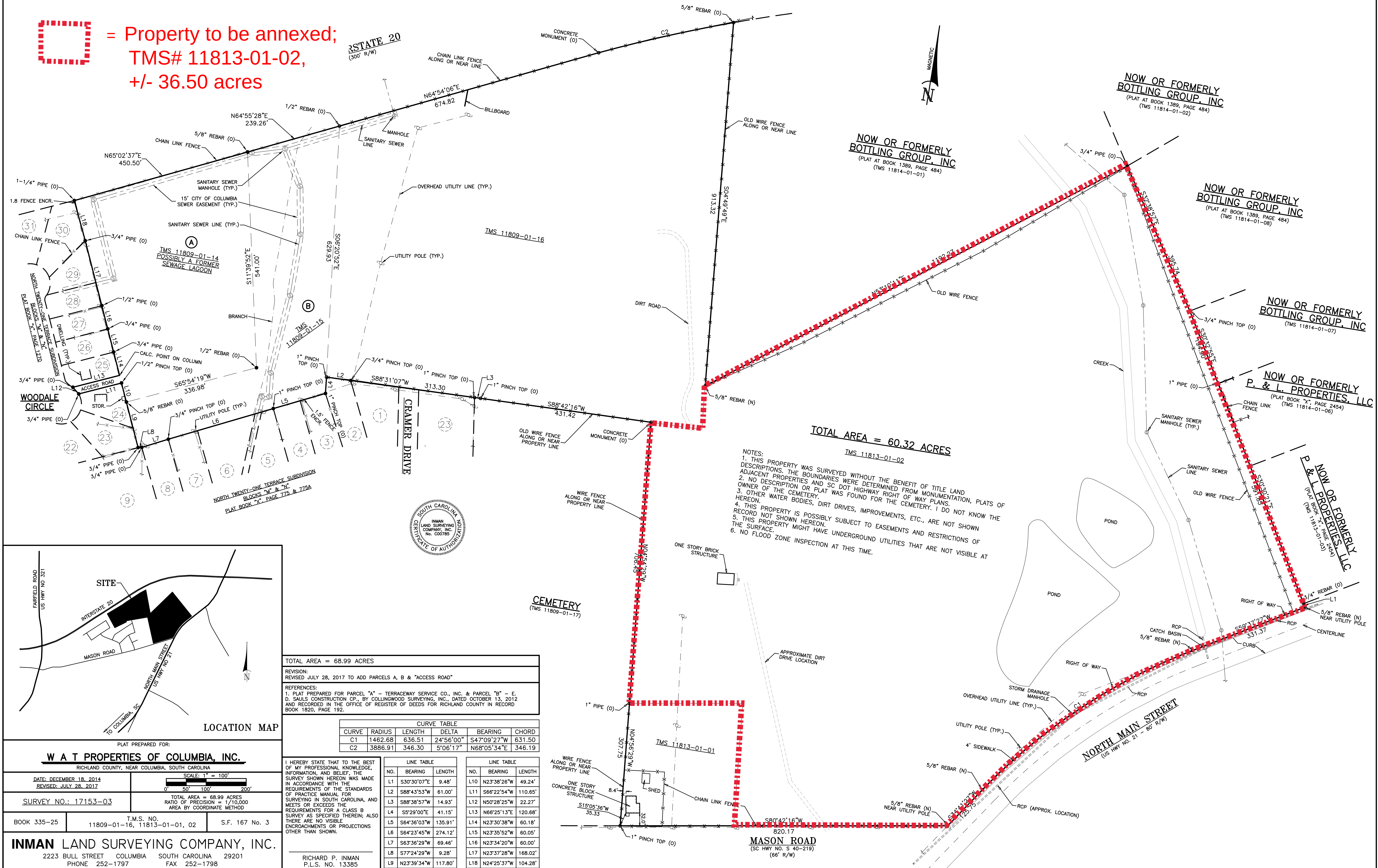
WAT Properties, Inc. of Columbia

BY: 
 (Signature)

Date: 11/24/2020

Willie Tompkins
 (Print or Type Name)

ITS: Owner





CITY COUNCIL

March 16, 2021 at 2:00pm

Virtual Meeting Using Video Conferencing Technology, Columbia, SC

ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY 1307 Mason Road; TMS# 11813-01-02

Council District:	1
Proposal:	Request to annex the property, assign land use classification of Urban Edge Multi-family (UEMF) and assign zoning of General Residential District (RG-2) at the time of annexation. The property is currently classified as Mixed Residential (High Density); a portion is within a Community Activity Center Node and zoned RU by Richland County.
Applicant:	WAT Properties, Inc. of Columbia
Staff Recommendation:	Approval
PC Recommendation:	01/04/2021; Approval (8-0) 02/01/2021; Approval (5-3)
ZPH, 1 st Reading:	03/16/2021; Pending
2 nd Reading:	04/06/2021; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 36.5 acres

Current Use: Vacant land

Proposed Use: Residential

Reason for Annexation: Municipal Services

Urban Service Area: Secondary

Current County Land Use Classification: Mixed Residential (High Density); a portion is within a Community Activity Center Node

Proposed City Land Use Classification: Urban Edge Multi-family (UEMF)

Current County Zoning: Rural (RU)

Proposed City Zoning: General Residential District (RG-2)

Census Tract: 106

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

Police

We find that the proposed annexation will result in an increased number of calls for service. For the proposed 288 multifamily units, the estimated cost to serve would be **approximately \$76,000 per year**, based on calls to similar nearby properties within the City limits. Any future additional development would bring additional costs to the Department.

Fire

The proposed annexation will not result in additional costs or impact services being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

Solid Waste

Multifamily apartment complexes are generally not served by the Solid Waste Division.

Engineering

Because water and sewer lines currently exist in this area, the Utilities and Engineering Division **will not incur any costs** associated with this annexation.

Water Customer Care

Any proposed development on the annexed property would result in new customers, who will pay water rates approximately **40% lower** than out-of-city customers.

Planning & Development Services

We recommend approval of the annexation of this residential tract. The property is located within a designated Secondary Area in the Urban Service Area plan. A 288-unit multifamily development is proposed on approximately 29 acres of this site, though it bears mentioning that neither an annexation nor a map amendment are tied to any specific site plan. Based on the proposed 288-unit multifamily development, the estimated real estate tax revenue generated for the City would be **approximately \$143,000 per year**, based on the taxable value of newer multifamily developments in North Columbia. Any future additional development would bring increased revenue, and costs could be expected to rise accordingly.

* Estimated City Tax Revenue is based on **2020 millage** for real property and calculated as: ((Taxable Value × Tax Rate) × City Millage Rate (.0938)). The actual additional taxes paid by the property owner will generally be substantially lower as some millage items do not apply to in-City properties, and an increased Local Option Sales Tax credit factor applies to in-City properties (an additional .002020 for the 2020 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject property is in a “Secondary Area” as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and “islands” of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Secondary Areas are those areas where it may be logical or advantageous to provide City services, but where the ability to provide all services and/or the condition of existing infrastructure may not be at optimal levels for annexation. For instance, it may be that the property is outside of the generally accepted fire response area, or the storm drainage and/or road system is substandard. These areas may include “higher value” properties where annexation could prove beneficial to revenues.

Annexation within Secondary Areas should be considered, but an assessment of the impact on the City’s revenue and ability to serve the property/area in question should occur prior to consideration of and action upon annexation petitions.

The proposed future land use for the subject property is Urban Edge Multi-family (UEMF) in the *Columbia Compass: Envision 2036* Future Land Use Map. The property is currently assigned a future land use of Mixed Residential (High Density) with a portion within a designated Community Activity Center Node by Richland County.

Urban Edge Multi-family is primarily a single-use development type consisting of multi-family subdivisions in the outer areas of the City. The development is most common after the 1960s and is also a component in the Urban Edge Mixed Residential Development Type. Urban Edge Multi-family developments are characterized by an internal street network of loops and circles with significant surface parking. Often, these developments focus internally and include shared community facilities like pools, clubhouses, and recreation centers.

Primary Types

- Multi-family Small to High-rise

Secondary Types

- Single-family Attached
- Multi-family Mixed-use Small to High-rise

Tertiary Types

- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Parking Structures & Lots

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is located within the study area of the [Walkable 29203 Pedestrian Master Plan](#) (2017). The plan makes broad policy recommendations for the entire 29203 zip code, as well as specific policy and infrastructure recommendations within and adjacent to the North Main and Crane Creek planning areas. Within close proximity to the subject property, the plan recommends sidewalk infill along Mason Road from Sinclair Drive to Weston Avenue, with an unsignalized intersection improvement at Colony Drive and Mason Road (pg. 95). Area-wide, the Plan recommends improving the streetscape for pedestrian use to combat perceptions of crime (pg. 117).

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned RU by Richland County. Surrounding parcels within the City of Columbia are currently zoned Development District (D-1) and Office and Institutional District (C-1) to the South. Surrounding parcels in unincorporated Richland County are currently zoned RU to the North and West and M-1 to the East.

The proposed City of Columbia zoning district is General Residential District (RG-2).

General Residential District (RG-2)

The RG-1, RG-1A and RG-2 districts are intended as medium and high density residential areas permitting progressively higher population densities, characterized by single-family detached, two-family detached and multiple-family structures, and garden type apartments. Certain structures and uses required to serve governmental, educational, religious, noncommercial recreational, and other needs of the areas are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to preserve and protect the residential character of the districts.

STAFF RECOMMENDATION

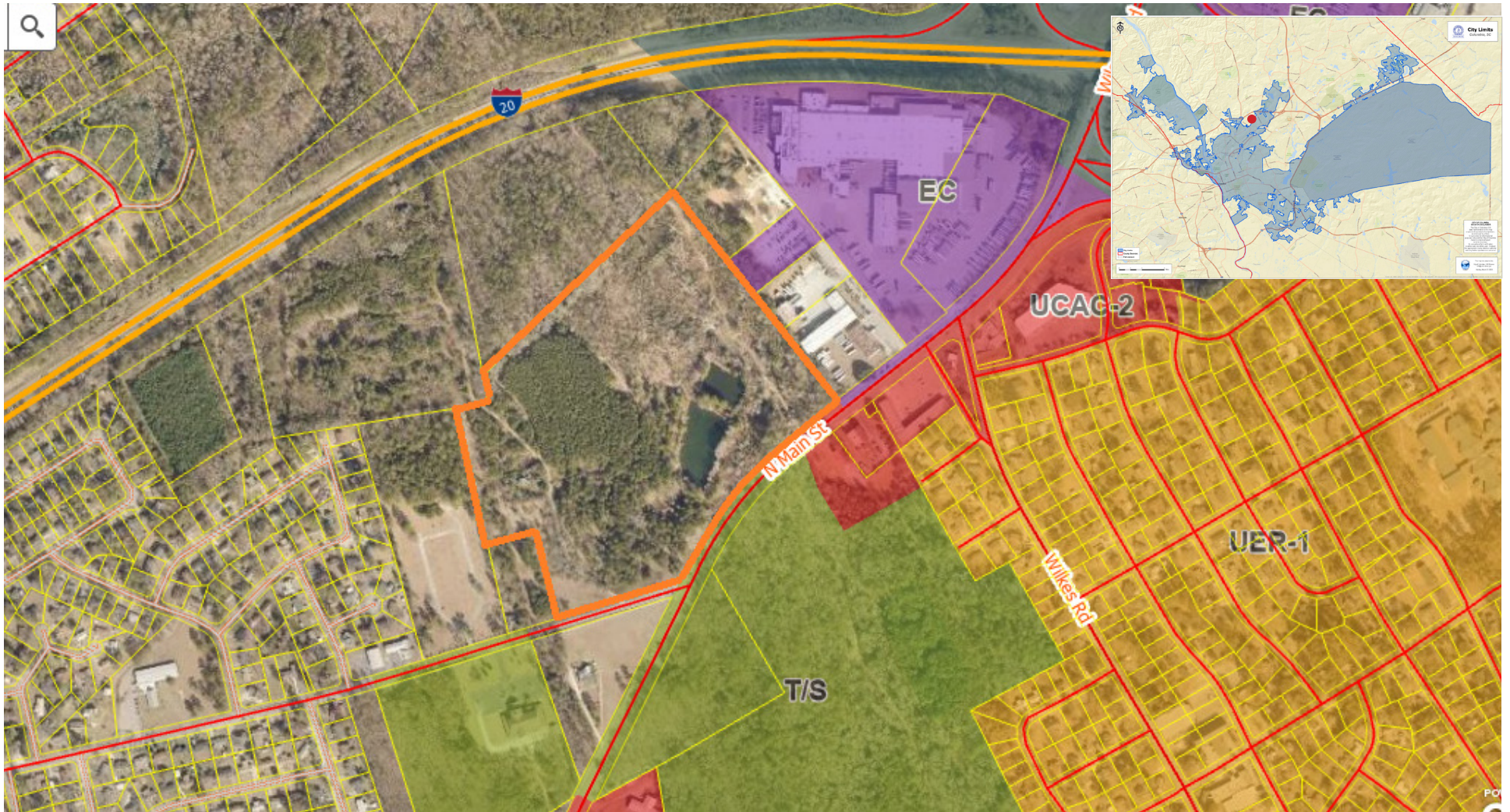
Staff recommends that City Council annex the property, assign future land use classification of Urban Edge Multi-family (UEMF), and assign zoning of General Residential District (RG-2) at the time of annexation.



Land Use Map

1307 Mason Road, TMS# 11813-01-02

Existing Rich. Co. FLU: Mixed Residential (High Density); Proposed FLU: UEMF



Prepared by: Shane Shaughnessy
December 9, 2020

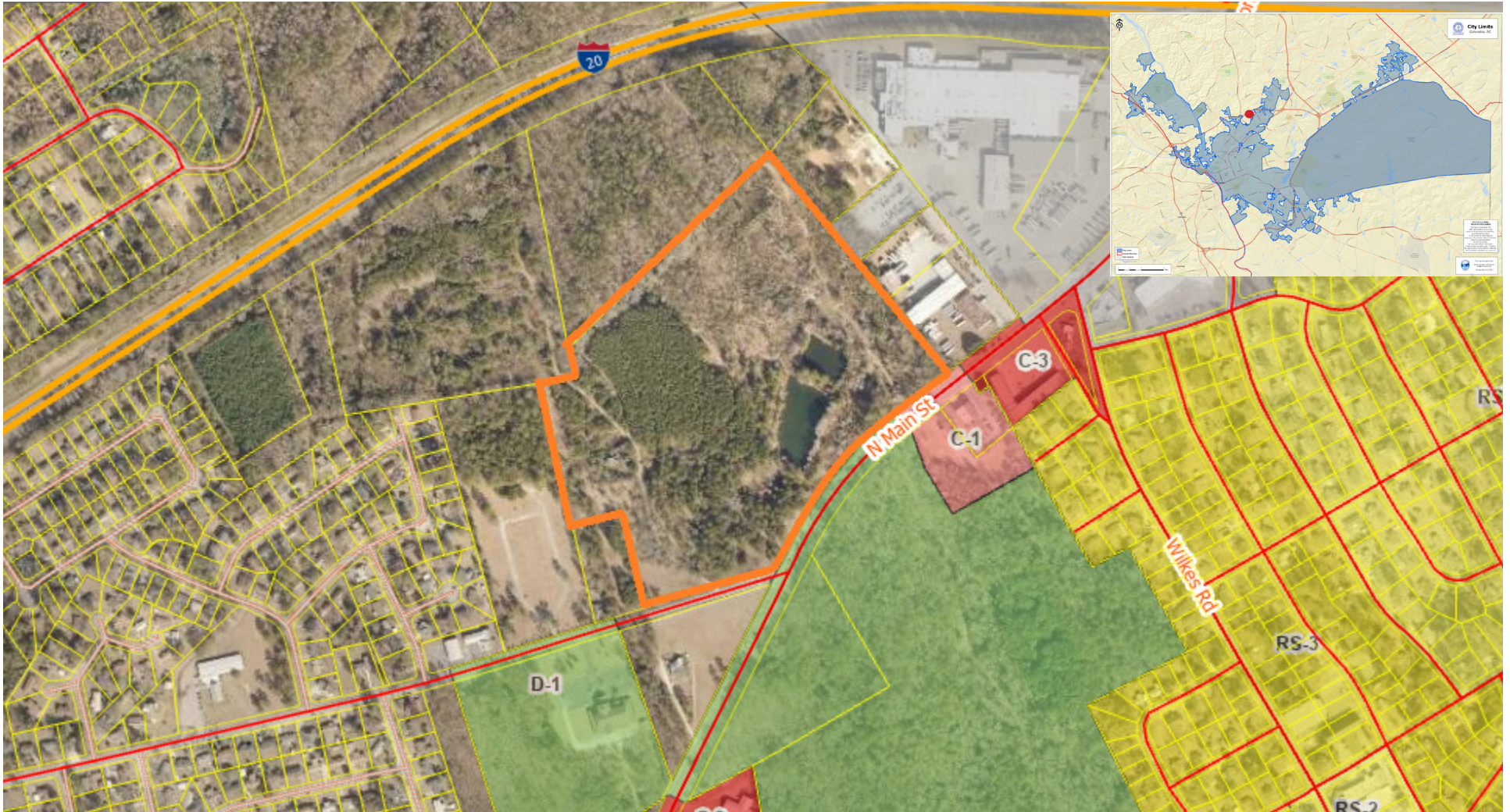
UCMR-1 - Urban Core Mixed Residential - 1	UCR-2 - Urban Core Residential Large Lot	UEAC-2 - Urban Edge Regional Activity Center	S/A - Sports/Amusement
UCMR-2 - Urban Core Mixed Residential - 2	UER-1 - Urban Edge Residential Small Lot	AC-1 - Neighborhood Activity Corridor	C/I - Civic/Institutional
UCMR-3 - Urban Core Mixed Residential - 3	UER-2 - Urban Edge Residential Large Lot	AC-2 - Community Activity Corridor	CBA - Central Business Area
UEMR - Urban Edge Mixed Residential	UCAC-1 - Urban Core Neighborhood Activity Center	AC-3 - Regional Activity Corridor	ZOO - Riverbanks Zoo & Garden
UCMF - Urban Core Multi-family	UCAC-2 - Urban Core Community Activity Center	EC - Employment Campus	U/C - Universities/Colleges
UEMF - Urban Edge Multi-family	UCAC-3 - Urban Core Regional Activity Center	IND - Industrial	FJ - Fort Jackson
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Zoning Map

1307 Mason Road, TMS# 11813-01-02
Existing Rich. Co. Zoning: RU; Proposed Zoning: RG-2



We Are Columbia



Prepared by: Shane Shaughnessy
December 9, 2020

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Development Types

URBAN EDGE MULTI-FAMILY (UEMF)

Urban Edge Multi-family is primarily a single-use development type consisting of multi-family subdivisions in the outer areas of the City. The development is most common after the 1960s and is also a component in the Urban Edge Mixed Residential Development Type. Urban Edge Multi-family developments are characterized by an internal street network of loops and circles with significant surface parking. Often, these developments focus internally and include shared community facilities like pools, clubhouses, and recreation centers.



UEMF BUILDING TYPES/LAND USES

PRIMARY TYPES

- Multi-family Small to High-rise

SECONDARY TYPES

- Single-family Attached
- Multi-family Mixed-use Small to High-rise

TERTIARY TYPES

- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Parking Structures & Lots

See matrix for appropriate park/open space types.

Development Types

UEMF DEVELOPMENT PATTERN/CONTEXT

- An interconnected network of streets and small blocks, typically in a rectilinear or grid pattern with a secondary network of alleys, form walkable, pedestrian-oriented neighborhoods with sidewalks and on-street parking.
- Transit access in or at the perimeter of the development is encouraged.
- Buildings face the street and are located close to the street or lot line.
- Buildings may include interior courtyards.
- Structures typically have dedicated parking areas in garages adjacent to or underneath the building, in on-street parking, or in parking lots.
- Open spaces may be in the form of retention lakes and ponds. Clubhouses, pools, tennis courts, and recreation areas may also be part of the open or park spaces in a multi-family development.
- Architectural styles may be varied, but buildings will typically have vertical emphasis and front entrances on the street; front porches, stoops, and/or balconies are common.





We Are Columbia

MEETING DATE: March 16, 2021

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: **COMPREHENSIVE PLAN – FUTURE LAND USE MAP
AMENDMENT for 446 Clemson Road Ext and 446 Clemson
Road, TMS# 25700-04-02 and 25700-02-01**

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

FOCUS AREAS: Planning Together

PURPOSE:

Ordinance No.: 2021-019 Amending the Columbia Compass: Envision 2036 Map to modify the future land use for 446 Clemson Road Extension and 446 Clemson Road; Richland County TMS# 25700-04-02 and 25700-02-01

City Council District: 4

Proposal: Request to amend the Columbia Compass: Envision 2036 Future Land Use Map to modify the land use classification of the property from Urban Edge Multi-family (UEMF) to Urban Edge Regional Activity Center (UEAC-2) east of Clemson Road and to Urban Edge Mixed Residential (UEMR) west of Clemson Road.

Applicant: Krista Hampton, Planning & Development Services Director

Staff Recommendation: Approval

PC Recommendation: 01/04/2021; Approval (8-0)

ATTACHMENTS:

- LUMA-2020-0004-Clemson 446 and Clemson Ext 446 - PH Case Summary (PDF)
- 2021-019 amend Future Land Use Clemson 446 and Clemson Ext 446 (PDF)



CITY COUNCIL

March 16, 2021 at 2:00pm

Virtual Meeting Using Video Conferencing Technology, Columbia, SC

COMPREHENSIVE PLAN – FUTURE LAND USE MAP AMENDMENT CASE SUMMARY

446 Clemson Road Ext and 446 Clemson Road, TMS# 25700-04-02 and 25700-02-01

City Council District:	4
Proposal:	Request to amend the Columbia Compass: Envision 2036 Future Land Use Map to modify the land use classification of the property from Urban Edge Multi-family (UEMF) to Urban Edge Regional Activity Center (UEAC-2) east of Clemson Road and to Urban Edge Mixed Residential (UEMR) west of Clemson Road.
Applicant:	Krista Hampton, Planning & Development Services Director
Staff Recommendation:	Approval
PC Recommendation:	01/04/2021; Approval (8-0)
PH, 1 st Reading:	03/16/2021; Pending
2 nd Reading:	04/06/2021; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: +/- 56.13 acres

Current Use: Vacant Land

Proposed Use: Commercial/Vacant Land

Current Land Use Classification: Urban Edge Multi-family (UEMF)

Proposed Land Use Classifications: Urban Edge Regional Activity Center (UEAC-2) east of Clemson Road and Urban Edge Mixed Residential (UEMR) west of Clemson Road

Current Zoning: General Residential District (RG-2), Office and Institutional District (C-1), Neighborhood Commercial District (C-2), and General Commercial District (C-3)

Proposed Zoning: Neighborhood Commercial District (C-2) and General Commercial District (C-3)

Census Tract: 114.14

PLANS, POLICIES, AND LAND USE

Comprehensive Plan Land Use Classification

The subject property is currently designated Urban Edge Multi-family (UEMF) in the *Columbia Compass: Envision 2036* Future Land Use Map. The proposed future land use classifications for the property are Urban Edge Regional Activity Center (UEAC-2) east of Clemson Road and Urban Edge Mixed Residential (UEMR) west of Clemson Road.

Urban Edge Multi-family (UEMF)

Urban Edge Multi-family is primarily a single-use development type consisting of multi-family subdivisions in the outer areas of the City. The development is most common after the 1960s and is also a component in the Urban Edge Mixed Residential Development Type. Urban Edge Multi-family developments are characterized by an internal street network of loops and circles with significant surface parking. Often, these developments focus internally and include shared community facilities like pools, clubhouses, and recreation centers.

Primary Types

- Multi-family Small to High-rise

Secondary Types

- Single-family Attached
- Multi-family Mixed-use Small to High-rise

Tertiary Types

- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Parking Structures & Lots

Urban Edge Regional Activity Center (UEAC-2)

Urban Edge Regional Activity Centers are large to extra-large scale, mixed-use activity centers with region-serving commercial uses and a medium to high intensity residential component, typically with a significant open space element. They provide a daily retail and service destination for a portion of the City, typically within up to a 20-mile radius or drive distance. These activity centers are found in the outer areas of the City (frequently near highway interchanges) and are subdivided from large undeveloped tracts or as redevelopment of larger commercial sites. They are typically found at major intersections of major corridors and may occupy all quadrants of the intersection.

Primary Types

- Multi-family Mixed-use Small & Medium
- Business/Employment Small to Extra Large (incl. High-rise)

Secondary Types

- Multi-family Small to High-rise
- Civic/Institutional Small to Large
- Parking Structures

Tertiary Types

- Single-family Attached
- Cemeteries & Mausoleums
- Parking Lots

Urban Edge Mixed Residential (UEMR)

Urban Edge Mixed Residential neighborhoods are appropriate near the perimeter of the City or in the outer ring of neighborhoods. This development type primarily represents existing post-1940s subdivisions and the auto-oriented corridors associated with them. The pattern is also suitable for small to medium infill development within these areas. It is primarily characterized by individual subdivisions or neighborhoods with a specific street and block pattern adjacent to other subdivisions or neighborhoods with a different subdivision street and block pattern. Urban Edge Mixed Residential neighborhoods can accommodate a variety of housing types from detached single-family to multi-family complexes.

Primary Types

- Single-family Detached

Secondary Types

- Single-family Attached
- Two-family
- Three-family
- Multi-family Small & Medium

Tertiary Types

- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is not located within a study area of a neighborhood, area, community, or corridor plan adopted by the City of Columbia or Richland County.

STAFF RECOMMENDATION

Staff recommends the amendment of the *Columbia Compass: Envision 2036* Future Land Use Map to modify the land use classification of the property from Urban Edge Multi-family (UEMF) to Urban Edge Regional Activity Center (UEAC-2) east of Clemson Road and to Urban Edge Mixed Residential (UEMR) west of Clemson Road.



Future Land Use Map

Department of Planning & Development Services

446 Clemson Rd. Ext. and 446 Clemson Rd., TMS# 25700-04-02 and 25700-04-03
Existing FLU: UEMF, Proposed FLU: UEAC-2 and UEMR

22.a

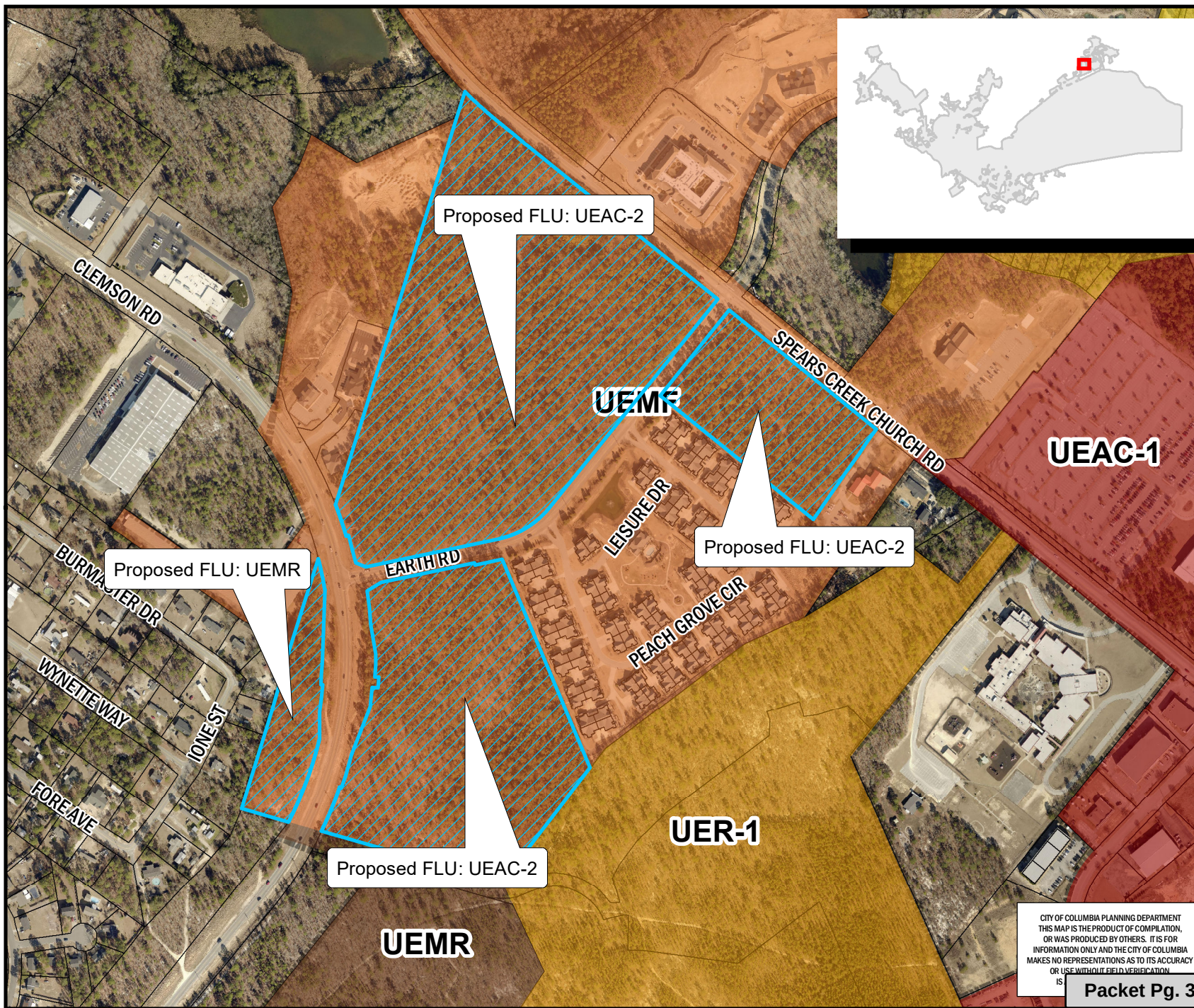
Legend

CITY LIMITS
PARCELS

- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
- UEMF - Urban Edge Multi-family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UCAC-3 - Urban Core Regional Activity Center
- UEAC-1 - Urban Edge Community Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- SIA - Sports/Amusement
- CI - Civic/Institutional
- CBA - Central Business Area
- ZOO - Riverbanks Zoo & Garden
- UC - Universities/Colleges
- FJ - Fort Jackson
- T/S - Transitional/Sensitive Lands

0 125 250 500 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
Date: 12/16/2020



Attachment: LUMA-2020-0004-Clemson 446 and Clemson Ext 446 - PH Case Summary (6518 :

Development Types

URBAN EDGE MULTI-FAMILY (UEMF)

Urban Edge Multi-family is primarily a single-use development type consisting of multi-family subdivisions in the outer areas of the City. The development is most common after the 1960s and is also a component in the Urban Edge Mixed Residential Development Type. Urban Edge Multi-family developments are characterized by an internal street network of loops and circles with significant surface parking. Often, these developments focus internally and include shared community facilities like pools, clubhouses, and recreation centers.



UEMF BUILDING TYPES/LAND USES

PRIMARY TYPES

- Multi-family Small to High-rise

SECONDARY TYPES

- Single-family Attached
- Multi-family Mixed-use Small to High-rise

TERTIARY TYPES

- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Parking Structures & Lots

See matrix for appropriate park/open space types.

Development Types

UEMF DEVELOPMENT PATTERN/CONTEXT

- An interconnected network of streets and small blocks, typically in a rectilinear or grid pattern with a secondary network of alleys, form walkable, pedestrian-oriented neighborhoods with sidewalks and on-street parking.
- Transit access in or at the perimeter of the development is encouraged.
- Buildings face the street and are located close to the street or lot line.
- Buildings may include interior courtyards.
- Structures typically have dedicated parking areas in garages adjacent to or underneath the building, in on-street parking, or in parking lots.
- Open spaces may be in the form of retention lakes and ponds. Clubhouses, pools, tennis courts, and recreation areas may also be part of the open or park spaces in a multi-family development.
- Architectural styles may be varied, but buildings will typically have vertical emphasis and front entrances on the street; front porches, stoops, and/or balconies are common.



Development Types

URBAN EDGE REGIONAL ACTIVITY CENTER (UEAC-2)

Urban Edge Regional Activity Centers are large to extra-large scale, mixed-use activity centers with region-serving commercial uses and a medium to high intensity residential component, typically with a significant open space element. They provide a daily retail and service destination for a portion of the City, typically within up to a 20-mile radius or drive distance. These activity centers are found in the outer areas of the City (frequently near highway interchanges) and are subdivided from large undeveloped tracts or as redevelopment of larger commercial sites. They are typically found at major intersections of major corridors and may occupy all quadrants of the intersection.



UEAC-2 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Multi-family Mixed-use Small & Medium
- Business/Employment Small to Extra Large (incl. High-rise)

SECONDARY TYPES

- Multi-family Small to High-rise
- Civic/Institutional Small to Large
- Parking Structures

TERTIARY TYPES

- Single-family Attached
- Cemeteries & Mausoleums
- Parking Lots

See matrix for appropriate park/open space types.

Development Types

UEAC-2 DEVELOPMENT PATTERN/CONTEXT

- Internal street networks may be laid out in a grid to create various block sizes and shapes, but typically do not continue the urban street grid. Ingress and egress to the primary road network may be managed by collector drives. Wide sidewalks on both sides of the street are common.
- Blocks vary in size based on tenant mix; subdivision beyond blocks may be non-existent.
- Buildings may be street-oriented or face a parking lot within a development. Buildings often have a larger footprint and are stand-alone single-use structures or are organized in a shopping center configuration.
- Buildings range from small to extra large scale footprint and are typically between one to six stories.
- Design of centers is auto-oriented, but should fully accommodate pedestrians and cyclists as well as automobiles, with sidewalks or other pedestrian connections established between developments.
- Transit facilities should be located near or within these activity centers.
- Depending on the density of uses within a Regional Activity Center, parking for businesses should be accommodated in inner block surface parking or in parking structures and on-street parking. Parking for residential uses should be accommodated in attached parking structures, inner block surface lots, on streets, and in individual rear-loaded garages.
- Regional Activity Centers typically contain multiple developments along an arterial or collector road, and surrounding areas may transition into Community or Regional Activity Corridors. Developments will range in size and intensity.



- Plazas, street trees and plantings, greens, neighborhood parks, and outdoor event venues can provide open spaces and outdoor recreation opportunities in Regional Activity Centers. Bike racks, benches, and other pedestrian and cycling amenities are found along sidewalks and in open spaces.
- Open spaces for buffering from adjacent development may be used; however transitions in building scale, use, and orientation, as well as street connectivity, are all preferred methods of connecting developments of different types rather than buffering them from one another.

Development Types

URBAN EDGE MIXED RESIDENTIAL (UEMR)

Urban Edge Mixed Residential neighborhoods are appropriate near the perimeter of the City or in the outer ring of neighborhoods. This development type primarily represents existing post-1940s subdivisions and the auto-oriented corridors associated with them. The pattern is also suitable for small to medium infill development within these areas. It is primarily characterized by individual subdivisions or neighborhoods with a specific street and block pattern adjacent to other subdivisions or neighborhoods with a different subdivision street and block pattern. Urban Edge Mixed Residential neighborhoods can accommodate a variety of housing types from detached single-family to multi-family complexes.



UEMR BUILDING TYPES/LAND USES

PRIMARY TYPES

- Single-family Detached

SECONDARY TYPES

- Single-family Attached
- Two-family
- Three-family
- Multi-family Small & Medium

TERTIARY TYPES

- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

See matrix for appropriate park/open space types.

Development Types

UEMR DEVELOPMENT PATTERN/CONTEXT

- The street network is typically curvilinear with irregular block structure. It may have limited points of connections and frequent use of culs-de-sac.
- Streets vary in width from 30 foot rights-of-way to 60 foot rights-of-way. Sidewalks are not common in existing neighborhoods but should be provided in redevelopment or new development.
- Blocks vary by subdivision but may be similar to an urban block, or be less defined and more organically shaped by the landscape or former parent lot.
- The subdivision pattern is typically very consistent in terms of lot sizes. Lots themselves may vary from rectangular parcels to wedge-shaped parcels consistent with the more curvilinear street network and cul-de-sac lots.
- Buildings are typically located near the center of the lot, with somewhat equal front and back yards. Buildings often present a wider façade to the street and attached garages and driveways are common.
- Building scale and design of groups of housing types should be complimentary to adjacent housing types in scale. Housing types are typically developed in separate subdivisions (multi-family, single-family, townhouses). Mixing of housing types within a block is uncommon.
- Open space should be provided throughout Urban Edge Mixed Residential developments in an informal and passive manner as well as through neighborhood recreation facilities and clubhouses.



- Architectural details may vary within each subdivision depending on the mix of residential types and era of construction. Infill development should respect the existing horizontal and vertical scaling as well as location and orientation of buildings on the lots.

ORDINANCE NO.: 2021-019

*Amending the Columbia Compass: Envision 2036 Map to modify the future land use for
446 Clemson Road Extension and 446 Clemson Road; Richland County TMS# 25700-04-02
and 25700-02-01*

WHEREAS, the City of Columbia and community at large recognize the value of planning for future development and growth; and,

WHEREAS, City Council adopted Columbia Compass: Envision 2036 as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 adopting Columbia Compass: Envision 2036 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (Title 6, Chapter 29 of the SC Code); and,

WHEREAS, 446 Clemson Road Ext and 446 Clemson Road; Richland County TMS# 25700-04-02 and 25700-02-01, were included within Columbia Compass: Envision 2036, adopted by City Council on August 4, 2020, and was assigned the designated future land use classification of Urban Edge Multi-family (UEMF), while the future land use classifications of Urban Edge Regional Activity Center (UEAC-2) east of Clemson Road and to Urban Edge Mixed Residential (UEMR) west of Clemson Road are more appropriate, and the Columbia Compass: Envision 2036 Map shall be amended accordingly; and,

WHEREAS, the City of Columbia Planning Commission has provided input and recommendations in response to the public input and findings NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia this ___ day of _____, 2021, that the designated land use for 446 Clemson Road Ext and 446 Clemson Road; Richland County TMS# 25700-04-02 and 25700-02-01, were identified as Urban Edge Multi-family (UEMF) in within Columbia Compass: Envision 2036, adopted by City Council on August 4, 2020. This property is apportioned to City Council District 4, Census Tract 114.14, contains +/- 56.13 acres, and the land use classification shall be amended to Urban Edge Regional Activity Center (UEAC-2) east of Clemson Road and to Urban Edge Mixed Residential (UEMR) west of Clemson Road.

Requested by:

Assistant City Manager Gentry _____

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Senior Assistant City Attorney

City Clerk

Introduced:

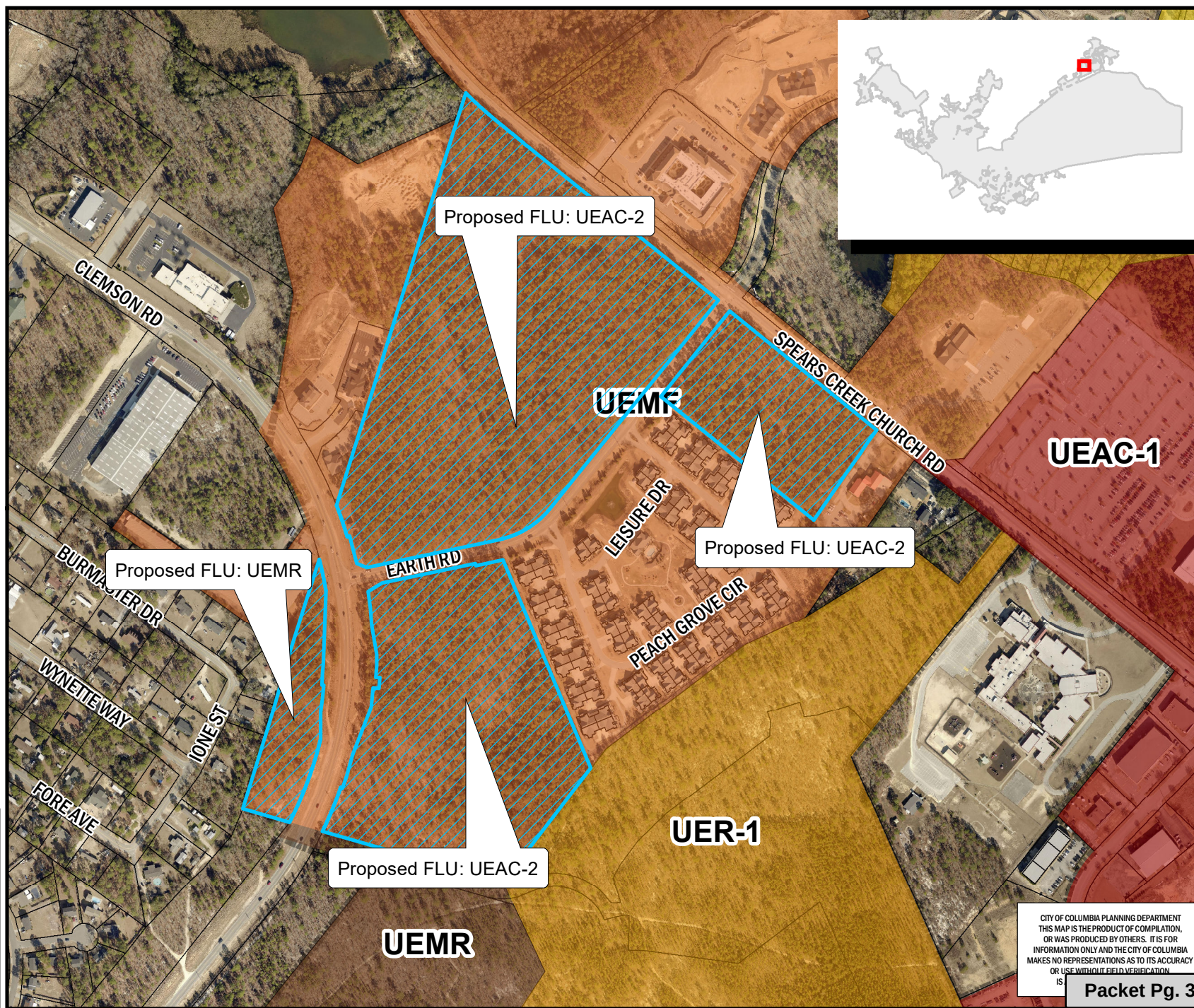
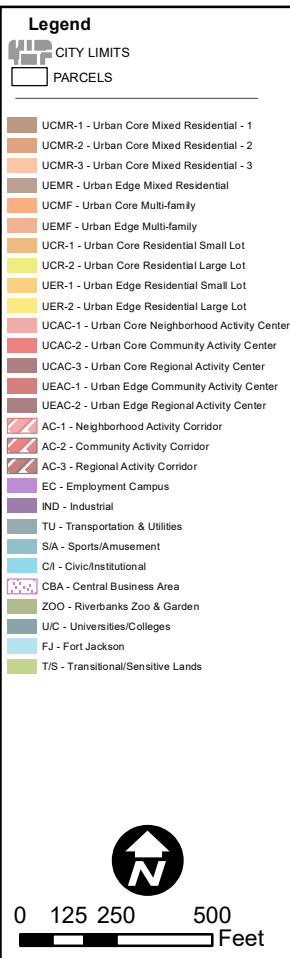
Final Reading:

Future Land Use Map

Department of Planning & Development Services

446 Clemson Rd. Ext. and 446 Clemson Rd., TMS# 25700-04-02 and 25700-04-03
Existing FLU: UEMF, Proposed FLU: UEAC-2 and UEMR

22.b



Attachment: 2021-019 amend Future Land Use Clemson 446 and Clemson Ext 446 (6518 : Comprehensive



We Are Columbia

MEETING DATE: March 16, 2021

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ZONING MAP AMENDMENT for 446 Clemson Road Ext,
TMS# 25700-04-02

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Planning Together

PURPOSE:

Council District: 4

Proposal: Request to rezone the parcel from Office and Institutional District (C-1), General Residential District (RG-2), and General Commercial District (C-3) to General Commercial District (C-3).

Applicant: Paul Holder, CH Acquisition, LLC

Staff Recommendation: Approval

PC Recommendation: 01/04/2021; Approval (8-0)

ATTACHMENTS:

- ZMA-2020-0025_446ClemsonRdExt (PDF)



CITY COUNCIL

March 16, 2021 at 2:00pm

Virtual Meeting Using Video Conferencing Technology, Columbia, SC

Zoning Map Amendment Case Summary 446 Clemson Road Extension, TMS# 25700-04-02

Council District:	4
Proposal:	Request to rezone the parcel from Office and Institutional District (C-1), General Residential District (RG-2), and General Commercial District (C-3) to General Commercial District (C-3).
Applicant:	Paul Holder, CH Acquisition, LLC
Staff Recommendation:	Approval
PC Recommendation:	01/04/2021; Approval (8-0)
ZPH, 1st Reading:	03/16/2021; Pending
2nd Reading:	04/06/2021; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 29.11 acres

Current Use: Vacant land

Proposed Use: Commercial

Current Land Use Classification: Urban Edge Multi-Family (UEMF)

Proposed Land Use Classification: Urban Edge Regional Activity Center (UEAC-2)

Current Zoning: Office and Institutional District (C-1), General Residential District (RG-2), and General Commercial District (C-3)

Proposed Zoning: General Commercial District (C-3)

PLANS, POLICIES, AND LAND USE

Comprehensive Plan Land Use Classification

The subject property is currently designated Urban Edge Multi-family (UEMF) in the *Columbia Compass: Envision 2036* Future Land Use Map. The proposed future land use classification for the property is Urban Edge Regional Activity Center (UEAC-2).

Urban Edge Multi-family (UEMF)

Urban Edge Multi-family is primarily a single-use development type consisting of multi-family subdivisions in the outer areas of the City. The development is most common after the 1960s and is also a component in the Urban Edge Mixed Residential Development Type. Urban Edge Multi-family developments are characterized by an internal street network of loops and circles with significant surface parking. Often, these developments focus internally and include shared community facilities like pools, clubhouses, and recreation centers.

Urban Edge Regional Activity Center (UEAC-2)

Urban Edge Regional Activity Centers are large to extra-large scale, mixed-use activity centers with region-serving commercial uses and a medium to high intensity residential component, typically with a significant open space element. They provide a daily retail and service destination for a portion of the City, typically within up to a 20-mile radius or drive distance. These activity centers are found in the outer areas of the City (frequently near highway interchanges) and are subdivided from large undeveloped tracts or as redevelopment of larger commercial sites. They are typically found at major intersections of major corridors and may occupy all quadrants of the intersection.

Urban Edge Multi-family (UEMF)*Primary Types*

- Multi-family Small to High-rise

Secondary Types

- Single-family Attached
- Multi-family Mixed-use Small to High-rise

Tertiary Types

- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Parking Structures & Lots

Urban Edge Regional Activity Center (UEAC-2)*Primary Types*

- Multi-family Mixed-use Small & Medium
- Business/Employment Small to Extra Large (incl. High-rise)

Secondary Types

- Multi-family Small to High-rise
- Civic/Institutional Small to Large
- Parking Structures

Tertiary Types

- Single-family Attached
- Cemeteries & Mausoleums
- Parking Lots

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is not located within a study area of a neighborhood, area, community, or corridor plan adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

The subject property is currently zoned Office and Institutional District (C-1), General Residential District (RG-2), and General Commercial District (C-3). The abutting properties in the City of Columbia have base zoning of Planned Unit Development-Residential District (PUD-R) and General Residential District (RG-2) to the North, Light Industrial District (M-1) to the West, General Commercial District (C-3) and General Residential District (RG-2) to the East, and General Residential District (RG-2) and Neighborhood Commercial District (C-2) to the East. The abutting properties in unincorporated Richland County are currently zoned PDD to the East.

The proposed zoning district is General Commercial District (C-3)

Office and Institutional District (C-1)

The C-1 district is intended to accommodate office, institutional, and certain types of residential uses in areas whose characteristic is neither general commercial nor exclusively residential in nature. Certain related structures and uses required to serve the needs of the areas are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this article.

General Residential District (RG-2)

The RG-1, RG-1A and RG-2 districts are intended as medium and high density residential areas permitting progressively higher population densities, characterized by single-family detached, two-family detached and multiple-family structures, and garden type apartments. Certain structures and uses required to serve governmental, educational, religious, noncommercial recreational, and other needs of the areas are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to preserve and protect the residential character of the districts.

General Commercial District (C-3)

The C-3 district is intended to accommodate a variety of general commercial and nonresidential uses characterized primarily by retail, office and service establishments and oriented primarily to major traffic arteries or extensive areas of predominantly commercial usage and characteristics. Certain related structures and uses are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this article. It is not the intent of this article to encourage the development of long, narrow strips of commercial development fronting on major arteries, often referred to as strip commercial areas. Such development is often incompatible with adjacent uses and may lead to the eventual formation of commercial slums, damage the traffic-carrying capacities of streets, increase congestion, lead to depreciation of property values in adjacent areas, encourage undue dispersion of commercial facilities to the inconvenience of the public, and create disproportionate costs in the provision of governmental services.

STAFF RECOMMENDATION

Staff recommends City Council rezone the parcel from C-1, RG-2, and C-3 to C-3.



Future Land Use Map

Department of Planning & Development Services

446 Clemson Road Extension, TMS# 25 23.a
Existing FLU: UEMF, Proposed FLU: UEAC-2

Legend

 CITY LIMITS

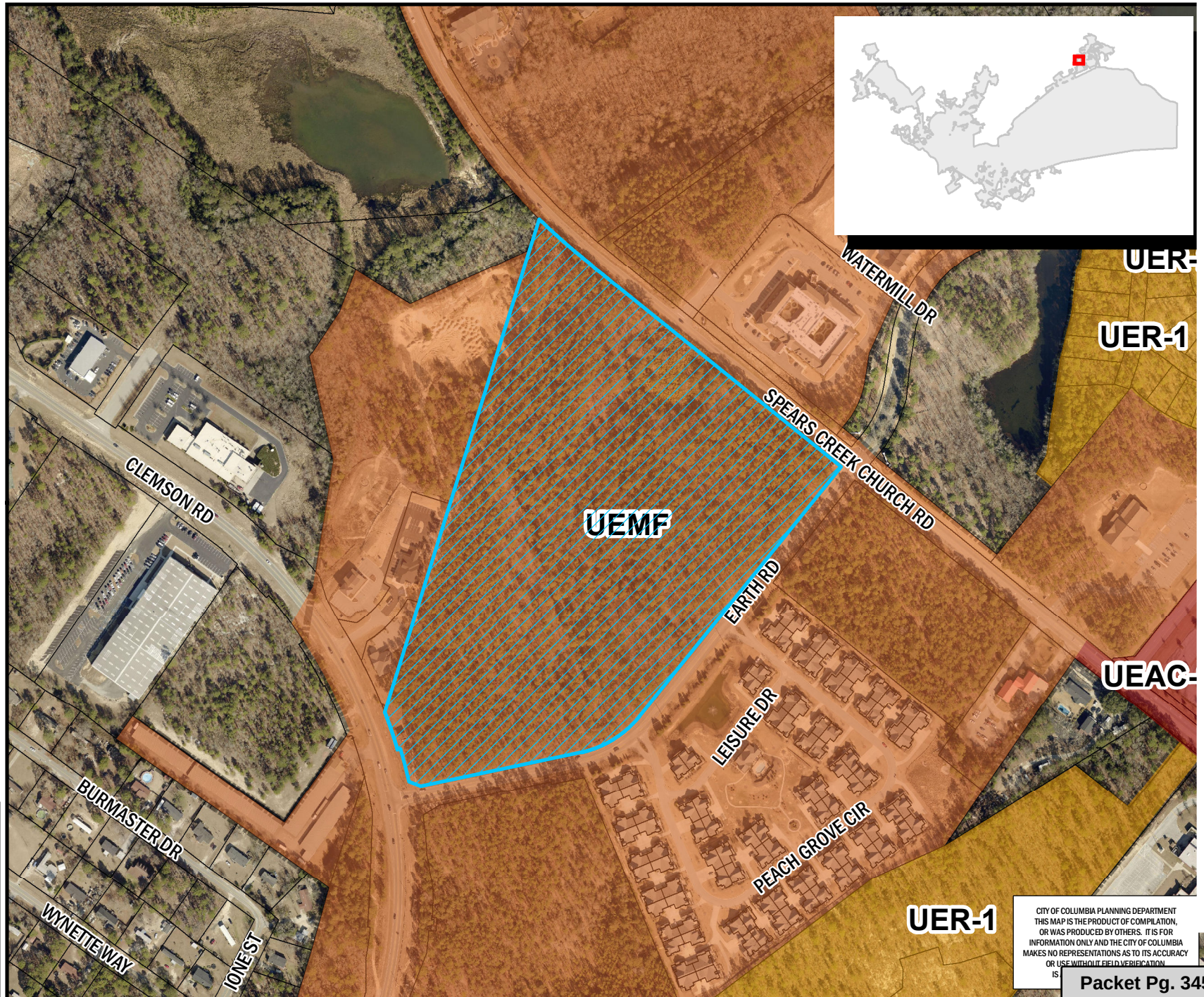
 PARCELS

- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
- UEMF - Urban Edge Multi-family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UCAC-3 - Urban Core Regional Activity Center
- UEAC-1 - Urban Edge Community Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- SIA - Sports/Amusement
- CI - Civic/Institutional
- CBA - Central Business Area
- ZOO - Riverbanks Zoo & Garden
- UC - Universities/Colleges
- FJ - Fort Jackson
- T/S - Transitional/Sensitive Lands



0 100 200 400 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
Date: 12/16/2020



CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPILATION,
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INFORMATION ONLY AND THE CITY OF COLUMBIA
MAKES NO REPRESENTATIONS AS TO ITS ACCURACY
OR USE WITHOUT FIELD VERIFICATION
IS

Packet Pg. 345

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Attachment: ZMA-2020-0025_446ClemsonRdExt (6519 : ZMA -446 Clemson Road Extension, TMS# 25700-

Zoning Map

Department of Planning & Development Services

446 Clemson Road Extension, TMS# 25700-04-02; Existing. Zoning: C-1, RG-2, and C-3, Proposed Zoning: C-3

23.a

Legend

PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	



0 100 200 400 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

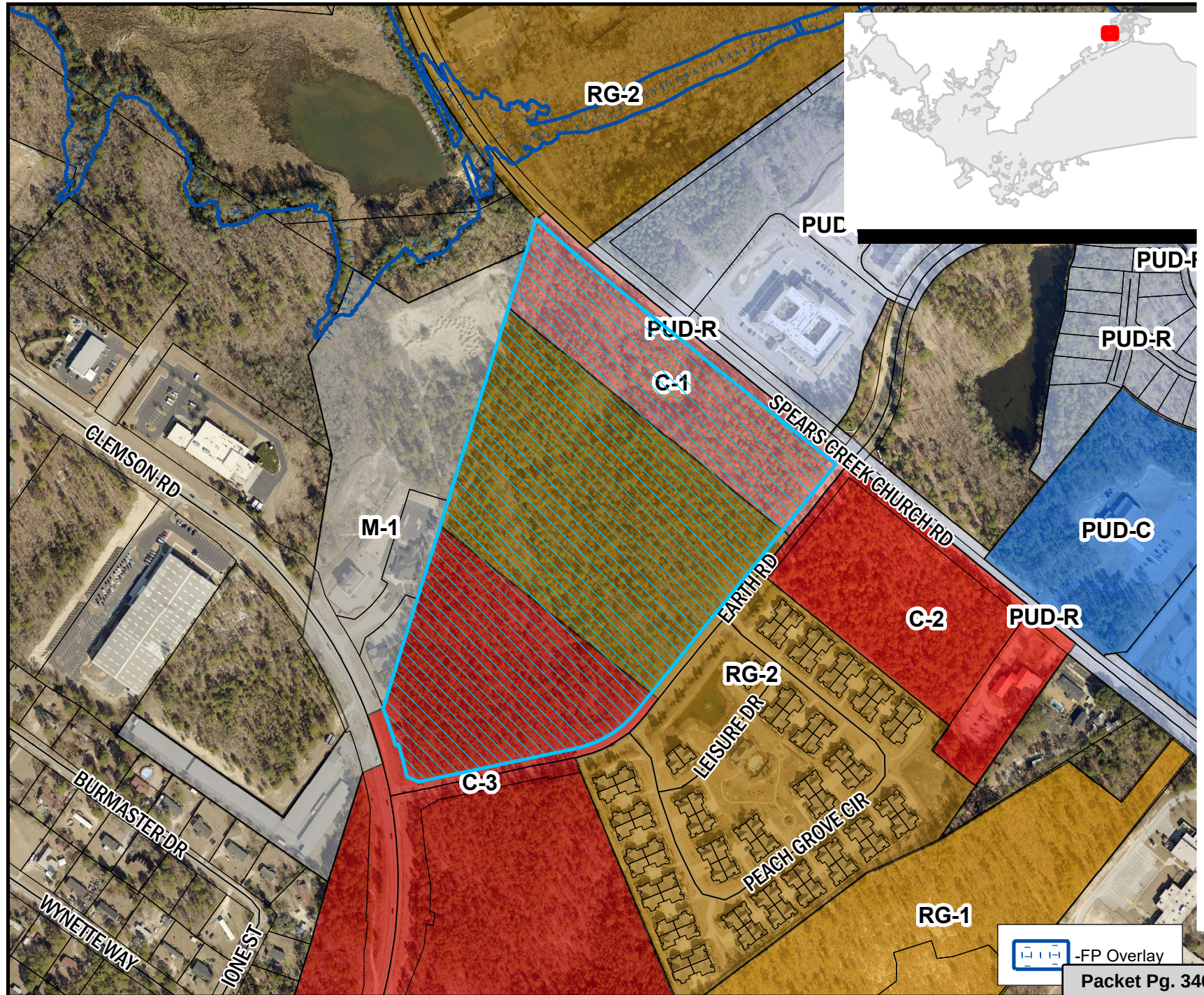
Shane Shaughnessy
December 10, 2020

DISCLAIMER:

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



We Are Columbia



-FP Overlay

Packet Pg. 346

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Attachment: ZMA-2020-0025_446ClemsonRdExt (6519 : ZMA -446 Clemson Road Extension, TMS# 25700-

Development Types

URBAN EDGE MULTI-FAMILY (UEMF)

Urban Edge Multi-family is primarily a single-use development type consisting of multi-family subdivisions in the outer areas of the City. The development is most common after the 1960s and is also a component in the Urban Edge Mixed Residential Development Type. Urban Edge Multi-family developments are characterized by an internal street network of loops and circles with significant surface parking. Often, these developments focus internally and include shared community facilities like pools, clubhouses, and recreation centers.



UEMF BUILDING TYPES/LAND USES

PRIMARY TYPES

- Multi-family Small to High-rise

SECONDARY TYPES

- Single-family Attached
- Multi-family Mixed-use Small to High-rise

TERTIARY TYPES

- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Parking Structures & Lots

See matrix for appropriate park/open space types.

Development Types

UEMF DEVELOPMENT PATTERN/CONTEXT

- An interconnected network of streets and small blocks, typically in a rectilinear or grid pattern with a secondary network of alleys, form walkable, pedestrian-oriented neighborhoods with sidewalks and on-street parking.
- Transit access in or at the perimeter of the development is encouraged.
- Buildings face the street and are located close to the street or lot line.
- Buildings may include interior courtyards.
- Structures typically have dedicated parking areas in garages adjacent to or underneath the building, in on-street parking, or in parking lots.
- Open spaces may be in the form of retention lakes and ponds. Clubhouses, pools, tennis courts, and recreation areas may also be part of the open or park spaces in a multi-family development.
- Architectural styles may be varied, but buildings will typically have vertical emphasis and front entrances on the street; front porches, stoops, and/or balconies are common.



Development Types

URBAN EDGE REGIONAL ACTIVITY CENTER (UEAC-2)

Urban Edge Regional Activity Centers are large to extra-large scale, mixed-use activity centers with region-serving commercial uses and a medium to high intensity residential component, typically with a significant open space element. They provide a daily retail and service destination for a portion of the City, typically within up to a 20-mile radius or drive distance. These activity centers are found in the outer areas of the City (frequently near highway interchanges) and are subdivided from large undeveloped tracts or as redevelopment of larger commercial sites. They are typically found at major intersections of major corridors and may occupy all quadrants of the intersection.



UEAC-2 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Multi-family Mixed-use Small & Medium
- Business/Employment Small to Extra Large (incl. High-rise)

SECONDARY TYPES

- Multi-family Small to High-rise
- Civic/Institutional Small to Large
- Parking Structures

TERTIARY TYPES

- Single-family Attached
- Cemeteries & Mausoleums
- Parking Lots

See matrix for appropriate park/open space types.

Development Types

UEAC-2 DEVELOPMENT PATTERN/CONTEXT

- Internal street networks may be laid out in a grid to create various block sizes and shapes, but typically do not continue the urban street grid. Ingress and egress to the primary road network may be managed by collector drives. Wide sidewalks on both sides of the street are common.
- Blocks vary in size based on tenant mix; subdivision beyond blocks may be non-existent.
- Buildings may be street-oriented or face a parking lot within a development. Buildings often have a larger footprint and are stand-alone single-use structures or are organized in a shopping center configuration.
- Buildings range from small to extra large scale footprint and are typically between one to six stories.
- Design of centers is auto-oriented, but should fully accommodate pedestrians and cyclists as well as automobiles, with sidewalks or other pedestrian connections established between developments.
- Transit facilities should be located near or within these activity centers.
- Depending on the density of uses within a Regional Activity Center, parking for businesses should be accommodated in inner block surface parking or in parking structures and on-street parking. Parking for residential uses should be accommodated in attached parking structures, inner block surface lots, on streets, and in individual rear-loaded garages.
- Regional Activity Centers typically contain multiple developments along an arterial or collector road, and surrounding areas may transition into Community or Regional Activity Corridors. Developments will range in size and intensity.



- Plazas, street trees and plantings, greens, neighborhood parks, and outdoor event venues can provide open spaces and outdoor recreation opportunities in Regional Activity Centers. Bike racks, benches, and other pedestrian and cycling amenities are found along sidewalks and in open spaces.
- Open spaces for buffering from adjacent development may be used; however transitions in building scale, use, and orientation, as well as street connectivity, are all preferred methods of connecting developments of different types rather than buffering them from one another.

Table of Permitted Uses
C-1
Permitted Principal Uses
Landscape counseling and planning
Building Construction - Office Only
Construction other than building construction - Office Only
Arrangement of Transportation Services
Water supply services
Sewerage Systems (Sec. 17-262)
Finance, Insurance, and Real Estate
Organization hotels and lodgings on membership basis
Cemetery subdividers and developers
Photographic Studies, portrait
Funeral Service and crematories
Advertising agencies
Consumer credit reporting agencies
Blueprinting and photocopying (Sec. 17-264)
Commercial photography, art and graphics
Stenographic services and reproduction services not elsewhere classified
Employment agencies
Temporary help services
Computer and data processing services
Detective agencies and protective services
Parking Lots
Municipal or other passive recreation facilities (parks, greenways, including administrative facilities)
Dance studios
Public Golf Course
Offices of physicians
Nursing and personal care facilities
Hospitals
Medical and dental laboratories
Legal services
Colleges, universities, professional schools, and junior colleges
Libraries and information centers
Business and secretarial schools
Vocational schools except vocational high schools not elsewhere classified
Individual and family social services
Job training and vocational rehabilitation services
Museums and art galleries
Business associations
Professional membership
Labor unions and similar organizations
Civic, social and fraternal associations
Political organizations
Religious organizations
Engineering, architectural, and surveying services
Accounting, auditing, and bookkeeping services

Table of Permitted Uses
RG-2
Permitted Principal Uses
Water supply services
Sewerage Systems (Sec. 17-262)
Municipal or other passive recreation facilities (parks, greenways, including administrative facilities)
Detached One-Family Dwelling
Attached One-Family Dwelling
Attached Two-Family Dwelling
Multi-Family Dwelling
Group Development
Police and Fire Protection
Permitted in District, provided owner and/or tenant complies with the associated conditions set forth in this article
Municipal active recreation facilities (athletic ball fields, swimming pools, playgrounds, including administration facilities)(Sec. 17-289)
Permitted Accessory Use
Coin-operated laundries and dry cleaning
Permitted as an Accessory Use or as a Principal Use by Special Exception
Food crops grown within a covered enclosure
General farms, primarily crop
Public Golf Course
Elementary and Secondary Schools (17-296)
Libraries and Information Centers
Religious Organizations
Roominghouses and boardinghouses
Organization hotels and lodgings on membership basis
Special Exception by Board of Zoning Appeals
Electric substations
Cemetery subdividers and developers
Parking Lots
Membership Sports and Recreation Clubs
Day Care Facilities (17-265)
Residential Care (17-266)
Mobile home parks subject to article VI division 2
Fraternity and sorority houses

Table of Permitted Uses
C-3
Permitted Principal Uses
Landscape counseling and planning
Lawn and garden services
Ornamental shrub and tree services
Building Construction - Office Only
Construction other than building construction - Office Only
Bakery products
Printing, publishing and allied industries
Private Commercial Storage (Sec. 17-260)
Arrangement of Transportation Services
Telephone communication (wire or radio)
Communication: Telegraph
Radio and television broadcasting
Communication services, not elsewhere classified
Water supply services
Sewerage Systems (Sec. 17-262)
Paint, glass and wallpaper stores
Hardware stores
Retail nurseries, lawn and garden supply stores
Department stores
Variety stores
General merchandise stores: Miscellaneous general merchandise stores
Grocery Stores
Fruit stores and vegetable markets
Retail bakeries
Food stores: Miscellaneous
Motor vehicle dealers (new and used)(Sec. 17-286)
Motor vehicle dealers (used only)(Sec. 17-286)
Auto and home supply stores (Sec. 17-286)
Apparel and accessory stores
Furniture, home furnishings and equipment stores
Eating Places
Drugstores and proprietary stores
Miscellaneous shopping goods stores
Mail order house
Non-store retailers: Automatic merchandising machine operators
Fuel and ice dealers, except oil fuel dealers and bottled gas dealers
Florist
Cigar store and stands
New dealers and newsstands
Miscellaneous retail stores, not elsewhere classified
Finance, Insurance, and Real Estate
Cemetery subdividers and developers
Hotels, motels, and tourist courts
Suite Hotel (Sec. 17-271)

Commercial economic, sociological, and educational research
Noncommercial research organization
Management and public relations services
Detached One-Family Dwelling
Attached Two-Family Dwelling
High-Rise (Sec. 17-304)
Mid-Rise (Sec. 17-267)
Miscellaneous services
Executive Offices
Legislative bodies
General government not elsewhere classified
Courts
Police and Fire Protection
Public finance, taxation, and monetary policy
Administration of human resources programs
Administration of environmental quality and housing programs
Administration of economic programs
Permitted in District, provided owner and/or tenant complies with the associated conditions set forth in this article
Municipal active recreation facilities (athletic ball fields, swimming pools, playgrounds, including administration facilities)(Sec. 17-289)
Non-depository personal credit institutions (pay day loan and/or title loan establishments (Sec. 17-294)
Offices and clinics of other health practitioners, including therapeutic massage (17-288)
Elementary and Secondary Schools (17-296)
Permitted Accessory Use
Private Commercial Storage (Sec. 17-260)
Eating Places
Drugstores and proprietary stores
Beauty Shops
Barbershops
Reupholstery and furniture repair
Permitted as an Accessory Use or as a Principal Use by Special Exception
Food crops grown within a covered enclosure
General farms, primarily crop
Special Exception by Board of Zoning Appeals
Veterinary services with indoor kennels
Veterinary services with outdoor kennels
Roominghouses and boardinghouses
U.S. Postal Service
Drinking Places (alcoholic beverages)(Sec. 17-269)
Electric substations
Florist
Cigar store and stands
New dealers and newsstands
Miscellaneous retail stores, not elsewhere classified
Apparel and accessory stores
Coin-operated laundries and dry cleaning
Garment pressing and agents for laundries and dry cleaners

Bed and breakfast hotel (Sec. 17-271)
Organization hotels and lodginghouses on membership basis
Garment pressing and agents for laundries and dry cleaners
Taylor and alteration shops
Linen supply
Diaper service
Coin-operated laundries and dry cleaning
Permitted Principal Uses
Photographic Studies, portrait
Beauty Shops
Barbershops
Shoe repair shops, shoeshine parlors, and hat cleaning shops
Funeral service and crematories
Miscellaneous personal services, except massage parlors and spas
Advertising agencies
Consumer credit reporting agencies
Blueprinting and photocopying (Sec. 17-264)
Commercial photography, art and graphics
Stenographic services and reproduction services not elsewhere classified
Disinfecting and extermination services
Cleaning and maintenance services to dwellings and other buildings not elsewhere classified
Equipment rental and leasing services
Personal supply services
Miscellaneous business services: Miscellaneous
Business services not elsewhere classified
Employment agencies
Temporary help services
Computer and data processing services
Detective agencies and protective services
Passenger car rental and leasing without driver
Truck rental and leasing without drivers
Utility trailer and recreational vehicle rental
Parking Lots
Carwashes
Radio and mobile telephone installation shops
Radio and television repair shops
Refrigeration and air conditioning service and repair shops
Reupholstery and furniture repair
Watch and jewelry repair
Repair shops, not otherwise classified
Motion picture production
Motion picture theaters except drive-in
Bowling alleys and billiard and pool establishments
Physical fitness facilities and yoga facilities
Dance studios
Professional sports clubs and promoters
Racing including track operations

Miscellaneous personal services, except massage parlors and spas
Massage parlors and spas
Business services not elsewhere classified
Agricultural services with indoor kennels
Agricultural services with outdoor kennels
Parking structures
Radio and mobile telephone installation shops
Watch and jewelry repair
Motion picture theaters except drive-in
Physical fitness facilities and yoga facilities
Membership Sports and Recreation Clubs
Arboreta, botanical and zoological gardens
Day Care Facilities (Sec. 17-265)
Residential Care (Sec. 17-266)
Attached One-Family Dwelling
Multi-Family Dwelling
Group Development
Dormitories, Public
Fraternity and sorority houses

Municipal or other passive recreation facilities (parks, greenways, including administrative facilities)
Public golf courses
Coin-operated amusement devices
Amusement parks
Membership Sports and Recreation Clubs
Amusement and recreation services not elsewhere classified
Offices of physicians
Nursing and personal care facilities
Hospitals
Medical and dental laboratories
Legal services
Colleges, universities, professional schools, and junior colleges
Libraries and information centers
Permitted Principal Uses
Business and secretarial schools
Vocational schools except vocational high schools not elsewhere classified
Individual and family social services
Job training and vocational rehabilitation services
Museums and art galleries
Arboreta, botanical and zoological gardens
Business associations
Professional membership
Labor Unions and similar labor organizations
Civic, social and fraternal associations
Political organizations
Religious organizations
Engineering, architectural, and surveying services
Accounting, auditing, and bookkeeping services
Commercial economic, sociological, and educational research
Noncommercial research organization
Testing laboratories
Management and public relations services
Miscellaneous services
Executive Offices
Legislative bodies
General government not elsewhere classified
Courts
Police and Fire Protection
Public finance, taxation, and monetary policy
Administration of human resources programs
Administration of environmental quality and housing programs
Administration of economic programs
Permitted in District, provided owner and/or tenant complies with the associated conditions set forth in this article
Microbrewery (Sec. 17-290) products
Used merchandise stores without weapons (Sec. 17-87)
Non-depository personal credit institutions (pay day loan and/or title loan establishments (Sec. 17-294)
Municipal active recreation facilities (athletic ball fields, swimming pools, playgrounds, including administration facilities)(Sec. 17-289)
Offices and clinics of other health practitioners, including therapeutic massage (17-288)
Elementary and Secondary Schools (17-296)
Permitted as an Accessory Use or as a Principal Use by Special Exception

Food crops grown within a covered enclosure
General farms, primarily crop
Special Exception by Board of Zoning Appeals
Veterinary services with indoor kennels
Veterinary services with outdoor kennels
Furnitures and fixtures
Special Exception by Board of Zoning Appeals
Local and suburban transit and interurban highway passenger transportation and service facilities for motor vehicle passenger transportation
Motor freight transportation and warehousing: Local trucking without storage
Public warehousing: Miniwarehouse (Sec. 17-260)
U.S. Postal Service
Electric substations
Motor vehicles and automotive parts and supplies
Wholesale trade, not durable goods: Paper and paper products
Wholesale trade, not durable goods: Drugs, drug proprietaries, and drugist sundries
Wholesale trade, not durable goods: Apparel - Goods and notions
Wholesale trade, not durable goods: Groceries and related products
Wholesale trade, not durable goods: Miscellaneous nondurable goods
Retail Trade: Lumber and other building materials dealers
Gasoline service stations (Sec. 17-286)
Boat dealers (Sec. 17-286)
Recreational and utility trailer dealers (Sec. 17-286)
Drinking Places (alcoholic beverages)(Sec. 17-269)
Liquor Stores
Used merchandise stores with weapons
Pawn shops
Fuel oil dealers
Liquified petroleum gas (bottled gas) dealers
Banquet Hall
Power laundries
Laundry and garment services not elsewhere classified
Body piercing facilities and tattoo establishments
Massage parlors and spas
Outdoor advertising agencies
Parking structures
Automotive repair shops
Automotive services, except repair and carwashes
Drive-in motion picture theaters
Bingo parlors
Day Care Facilities (Sec. 17-265)
Residential Care (Sec. 17-266)
Commercial, physical and biological research
Detached One-Family Dwelling
Attached Two-Family Dwelling
Multi-Family Dwelling
Group Development
High-Rise (Sec. 17-304)
Mid-Rise (Sec. 17-267)
Dormitories, Public
Fraternity and sorority houses
Correctional insitutions



We Are Columbia

MEETING DATE: March 16, 2021

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: **COMPREHENSIVE PLAN – FUTURE LAND USE MAP
CONFIRMATION AMENDMENT for 1.43-acre portion of
4030 West Beltline Boulevard; TMS# 11609-10-36(p)**

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

FOCUS AREAS: Planning Together

PURPOSE:

Ordinance No.: 2021-018 Amending the Columbia Compass: Envision 2036 Map to include a 1.43 acre portion of 4030 West Beltline Boulevard; Richland County TMS# 11609-10-36(p); annexed by Ordinance No 2020-092 enacted October 20, 2020

City Council District: 2

Proposal: Request to affirm land use classification of Urban Core Community Activity Center (UCAC-2) following the annexation of the property. The property currently has interim classification of Urban Core Community Activity Center (UCAC-2).

Applicant: Dick Smith Motors, Inc. / WTC of West Beltline, LLC

Staff Recommendation: Approval

PC Recommendation: 09/14/2020; Approval (8-0)

ATTACHMENTS:

- LUMACConfirm_1.43acWBeltline 4030 - PH Case Summary (PDF)
- 2021-018 amend Columbia Compass 2036 Map to add 1.43 acre portion of 4030 West Beltline Blvd (PDF)



CITY COUNCIL

March 16, 2021 at 2:00pm

Virtual Meeting Using Video Conferencing Technology, Columbia, SC

FUTURE LAND USE MAP CONFIRMATION AMENDMENT CASE SUMMARY

1.43 acre portion of 4030 West Beltline Boulevard; TMS# 11609-10-36(p)

Council District:	2
Proposal:	Request to affirm land use classification of Urban Core Community Activity Center (UCAC-2) following the annexation of the property. The property currently has interim classification of Urban Core Community Activity Center (UCAC-2).
Applicant:	Dick Smith Motors, Inc. / WTC of West Beltline, LLC
PC Recommendation:	09/14/2020; Approval (8-0)
Annexation, 1 st Reading:	10/06/2020; Approval
Annexation, 2nd Reading:	10/20/2020; Approval
Land Use Map Amendment Confirmation, 1 st Reading:	03/16/2021; Pending
Land Use Map Amendment Confirmation, 2 nd Reading:	04/06/2021; Pending
Zoning Map Amendment Confirmation, 1 st Reading:	03/16/2021; Pending
Zoning Map Amendment Confirmation, 2 nd Reading:	04/06/2021; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 1.43 acres

Current Use: Commercial (vacant)

Proposed Use: Commercial

Reason for Annexation: Municipal Services

Urban Service Area: Donut Hole - Primary

Current Interim Land Use Classification: Urban Core Community Activity Center (UCAC-2)

Proposed Land Use Classification: Urban Core Community Activity Center (UCAC-2)

Current Interim Zoning: General Commercial District (C-3)

Proposed Zoning: General Commercial District (C-3)

Census Tract: 9

Urban Service Area

Subject parcel is in a “Donut Hole - Primary” as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and “islands” of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Donut Holes - Primary are the donut holes where services are readily available and the infrastructure is generally good. These services include fire, police, sanitation, and utilities.

Annexation within an area classified as *Donut Hole - Primary* is the highest priority. Barring unanticipated circumstances, annexation of these areas is recommended, and staff should work with individual property owners or neighborhoods/developments to encourage and expedite annexation.

Donut Holes are unincorporated areas that are completely surrounded by the City of Columbia and/or another municipality, or areas surrounded by the City of Columbia and a major geographical feature, such as a river. These areas pose a number of challenges to the City that can be addressed through annexation. Often, these are areas that were developed before the City or any municipality became adjacent, and may lack easy access to City utilities or other services.

Donut Holes can often cause inefficiencies in the delivery of services due to confusion about jurisdiction, and if the land is in a jurisdiction with a different approach to code enforcement, these areas can negatively impact the quality of life for adjacent City residents. Such inefficiencies can impact property owners and residents, both within and outside of the municipal boundaries, through confusion over services as well as added operational costs to local government. This results in a greater financial impact to City residents, who pay both City and County taxes.

Comprehensive Plan Land Use Classification

The proposed future land use for the subject property is Urban Core Community Activity Center (UCAC-2) in the *Columbia Compass: Envision 2036* Future Land Use Map. The property is currently assigned an interim future land use Urban Core Community Activity Center (UCAC-2).

Urban Core Community Activity Centers are medium scale collections of primarily business uses, developed within the urban grid of Columbia’s neighborhoods. They are destination locations that serve an area of about a three-mile to five-mile radius or drive distance. These centers often occupy several city blocks (within a neighborhood) and include several dozen business and multi-family or mixed-use buildings. The destination nature of these centers means significant demand for transit facilities and parking. Their scale and architecture are larger than most of the surrounding single-family homes. They may be found as nodes in Urban Core Mixed Residential neighborhoods, or in lower intensity within Urban Core Residential neighborhoods.

Primary Types

- Multi-family Mixed-use Small & Medium
- Business/Employment Small & Medium (excl. Flex)

Secondary Types

- Multi-family Small & Medium

Tertiary Types

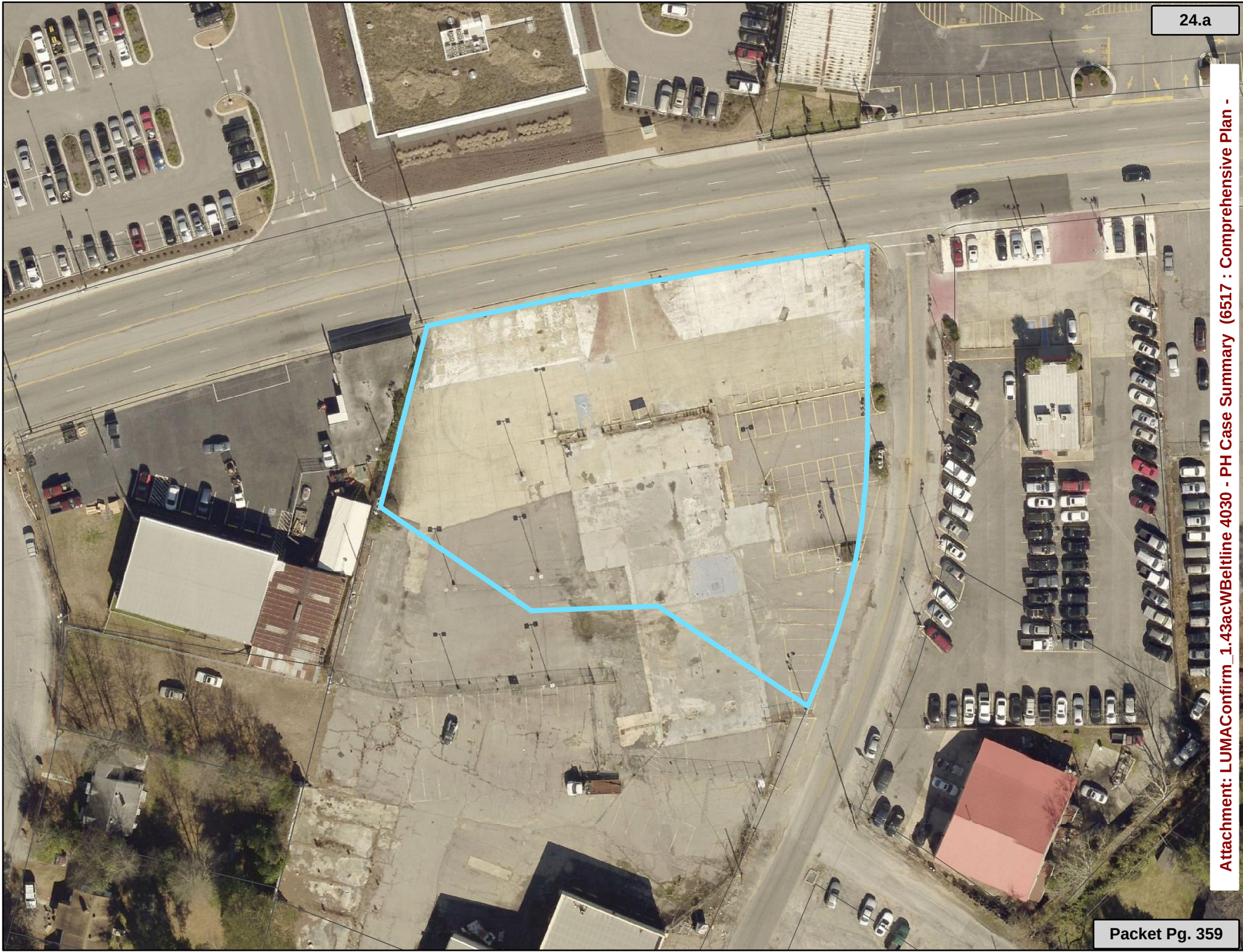
- Single-family Attached
- Civic/Institutional Small to Large
- Business/Employment Large (excl. Flex)
- Cemeteries & Mausoleums
- Parking Structures & Lots

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is not located within the study area of a neighborhood, small area, community, or corridor plan adopted by the City of Columbia or Richland County.

STAFF RECOMMENDATION

Staff recommends City Council adopt an ordinance to amend the *Columbia Compass: Envision 2036* Future Land Use Map to affirm the assignment of the Urban Core Community Activity Center (UCAC-2) land use classification for the property.



Future Land Use Map

Department of Planning & Development Services

1.43 acre portion of 4030 W. Beltline Blvd., TMS# 11609.
Existing Interim FLU: UCAC-2, Proposed FLU: UCAC-2

24.a

Legend

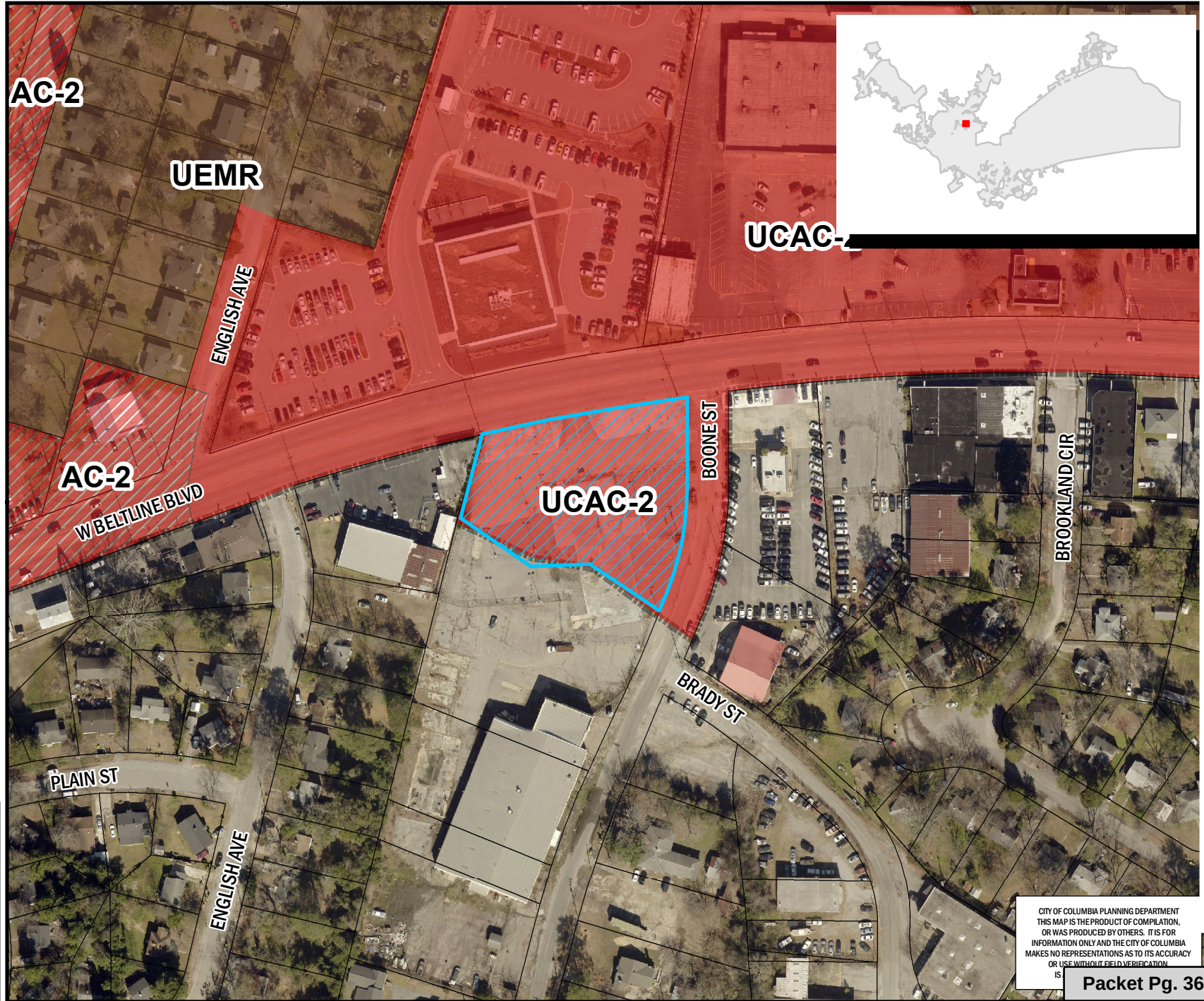
CITY LIMITS
PARCELS

WBeltline4030_1.43ac

UCMR-1 - Urban Core Mixed Residential - 1
UCMR-2 - Urban Core Mixed Residential - 2
UCMR-3 - Urban Core Mixed Residential - 3
UEMR - Urban Edge Mixed Residential
UCMF - Urban Core Multi-family
UEMF - Urban Edge Multi-family
UCR-1 - Urban Core Residential Small Lot
UCR-2 - Urban Core Residential Large Lot
UER-1 - Urban Edge Residential Small Lot
UER-2 - Urban Edge Residential Large Lot
UCAC-1 - Urban Core Neighborhood Activity Center
UCAC-2 - Urban Core Community Activity Center
UCAC-3 - Urban Core Regional Activity Center
UEAC-1 - Urban Edge Community Activity Center
UEAC-2 - Urban Edge Regional Activity Center
AC-1 - Neighborhood Activity Corridor
AC-2 - Community Activity Corridor
AC-3 - Regional Activity Corridor
EC - Employment Campus
IND - Industrial
TU - Transportation & Utilities
SIA - Sports/Amusement
CI - Civic/Institutional
CBA - Central Business Area
ZOO - Riverbanks Zoo & Garden
UC - Universities/Colleges
FJ - Fort Jackson
T/S - Transitional/Sensitive Lands

0 37.5 75 150 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
Date: 2/8/2021



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Packet Pg. 360

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Attachment: LUMAConfirm_1.43acWBeltline 4030 - PH Case Summary (6517 : Comprehensive Plan -

Zoning Map

Department of Planning & Development Services

1.43 acre portion of 4030 W. Beltline Blvd., TMS# 11609-
Current Interim Zoning: C-3, Proposed Zoning: C-3

24.a

Legend

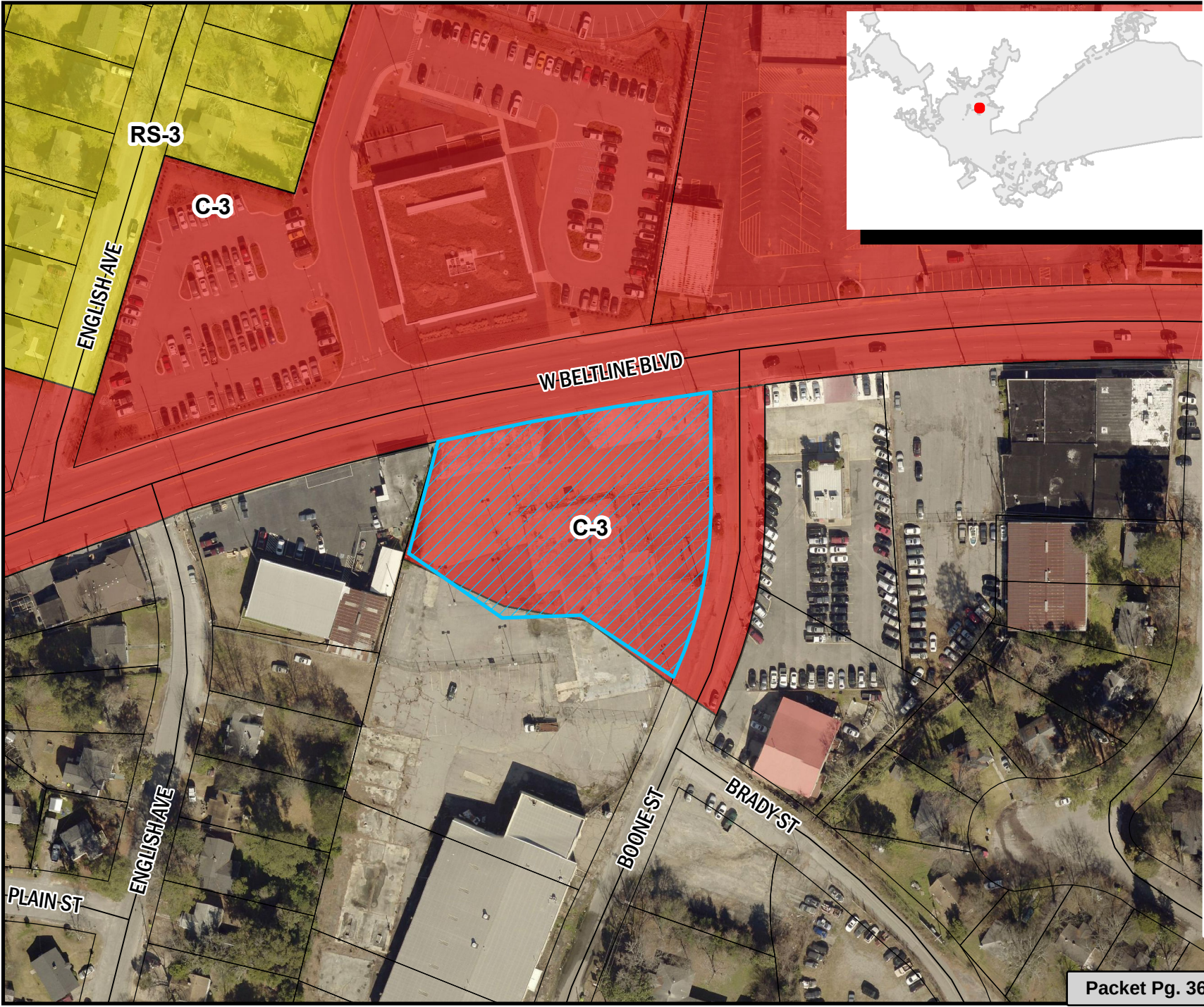
PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	

0 25 50 100 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
February 8, 2021

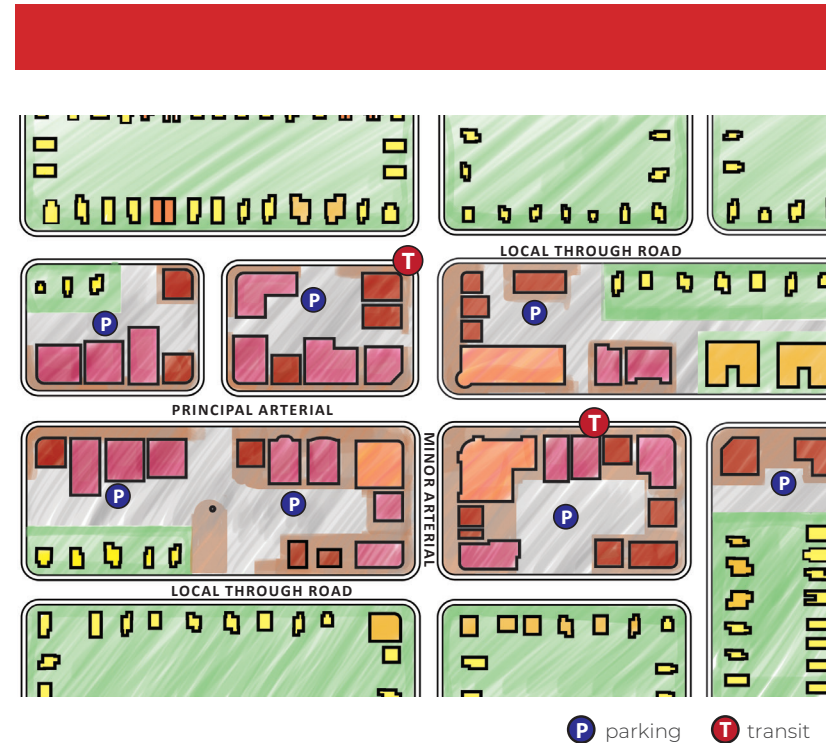
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Development Types

URBAN CORE COMMUNITY ACTIVITY CENTER (UCAC-2)

Urban Core Community Activity Centers are medium scale collections of primarily business uses, developed within the urban grid of Columbia's neighborhoods. They are destination locations that serve an area of about a three-mile to five-mile radius or drive distance. These centers often occupy several city blocks (within a neighborhood) and include several dozen businesses and multi-family or mixed-use buildings. The destination nature of these centers means significant demand for transit facilities and parking. Their scale and architecture are larger than most of the surrounding single-family homes. They may be found as nodes in Urban Core Mixed Residential neighborhoods, or in lower intensity within Urban Core Residential neighborhoods.



UCAC-2 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Multi-family Mixed-use Small & Medium
- Business/Employment Small & Medium (excl. Flex)

SECONDARY TYPES

- Multi-family Small & Medium

TERTIARY TYPES

- Single-family Attached
- Civic/Institutional Small to Large
- Business/Employment Large (excl. Flex)
- Cemeteries & Mausoleums
- Parking Structures & Lots

See matrix for appropriate park/open space types.

Development Types

UCAC-2 DEVELOPMENT PATTERN/CONTEXT

- Blocks are square or rectangular, and the uses in the activity center typically occupy only a quarter or half of the block. Alleyways are not common but can be used in redevelopment or infill to provide access to rear parking lots.
- The subdivision of lots is regular within a block with small, equally sized parcels typically meeting mid-block. Multiple smaller lots are consolidated to accommodate larger buildings in an activity center. Deeper lots are typically found along major roads.
- Buildings are typically set to the sidewalk edge or may have a small lawn when a converted residential structure is used. Entrances should be located on the main façade. Front yard setbacks are typically consistent along a block.
- Individual buildings may be attached or built close to each other to establish a continuous street frontage. Individual lots may have only one narrow side yard and a zero lot line setback from front or side property lines.
- Building types may be mixed on a block, but setbacks are typically consistent and the scale of adjacent buildings is similar.
- Structures may just utilize on-street parking or may have small parking areas behind the building; activity center parking may be shared in small lots, and in some cases structured parking may be required in Community Activity Centers. Multimodal transit should also be factored into the design of activity centers.
- Open spaces in the form of neighborhood parks, plazas, linear parks, and greens are also contributing uses in an activity center. Pedestrian-oriented streetscape elements such as benches,



street trees, landscaping, and outdoor dining areas are typical.

- Architectural detailing is human scale but may include grander elements than found in Neighborhood Activity Centers. The majority of buildings are two to four stories; taller structures are strategically located where increased density and intensity are appropriate.

ORDINANCE NO.: 2021-018

Amending the Columbia Compass: Envision 2036 Map to include a 1.43 acre portion of 4030 West Beltline Boulevard; Richland County TMS# 11609-10-36(p); annexed by Ordinance No 2020-092 enacted October 20, 2020

WHEREAS, the City of Columbia and community at large recognize the value of planning for future development and growth; and,

WHEREAS, City Council adopted Columbia Compass: Envision 2036 as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 adopting Columbia Compass: Envision 2036 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (Title 6, Chapter 29 of the SC Code); and,

WHEREAS, a 1.43 acre portion of 4030 West Beltline Boulevard; Richland County TMS# 11609-10-36(p), filed for petition on August 12, 2020, and shall be assigned the designated future land use classification of Urban Core Community Activity Center (UCAC-2), and the Columbia Compass: Envision 2036 Map shall be amended accordingly; and,

WHEREAS, the City of Columbia Planning Commission has provided input and recommendations in response to the public input and findings NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia this ___ day of _____, 2021, that a 1.43 acre portion of 4030 West Beltline Boulevard; Richland County TMS# 11609-10-36(p), annexed into the City of Columbia by Ordinance No.: 2020-092 enacted on October 20, 2020, shall be incorporated into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020. This property shall be apportioned to City Council District 2, Census Tract 9, contains 1.43 acres, and shall be assigned a future land use classification of Urban Core Community Activity Center (UCAC-2).

Requested by:

Assistant City Manager Gentry _____

Mayor _____

Approved by:

City Manager _____

Approved as to form:

ATTEST:



Senior Assistant City Attorney

City Clerk _____

Introduced:

Final Reading:

Future Land Use Map

Department of Planning & Development Services

1.43 acre portion of 4030 W. Beltline Blvd., TMS# 11609.
Existing Interim FLU: UCAC-2, Proposed FLU: UCAC-2

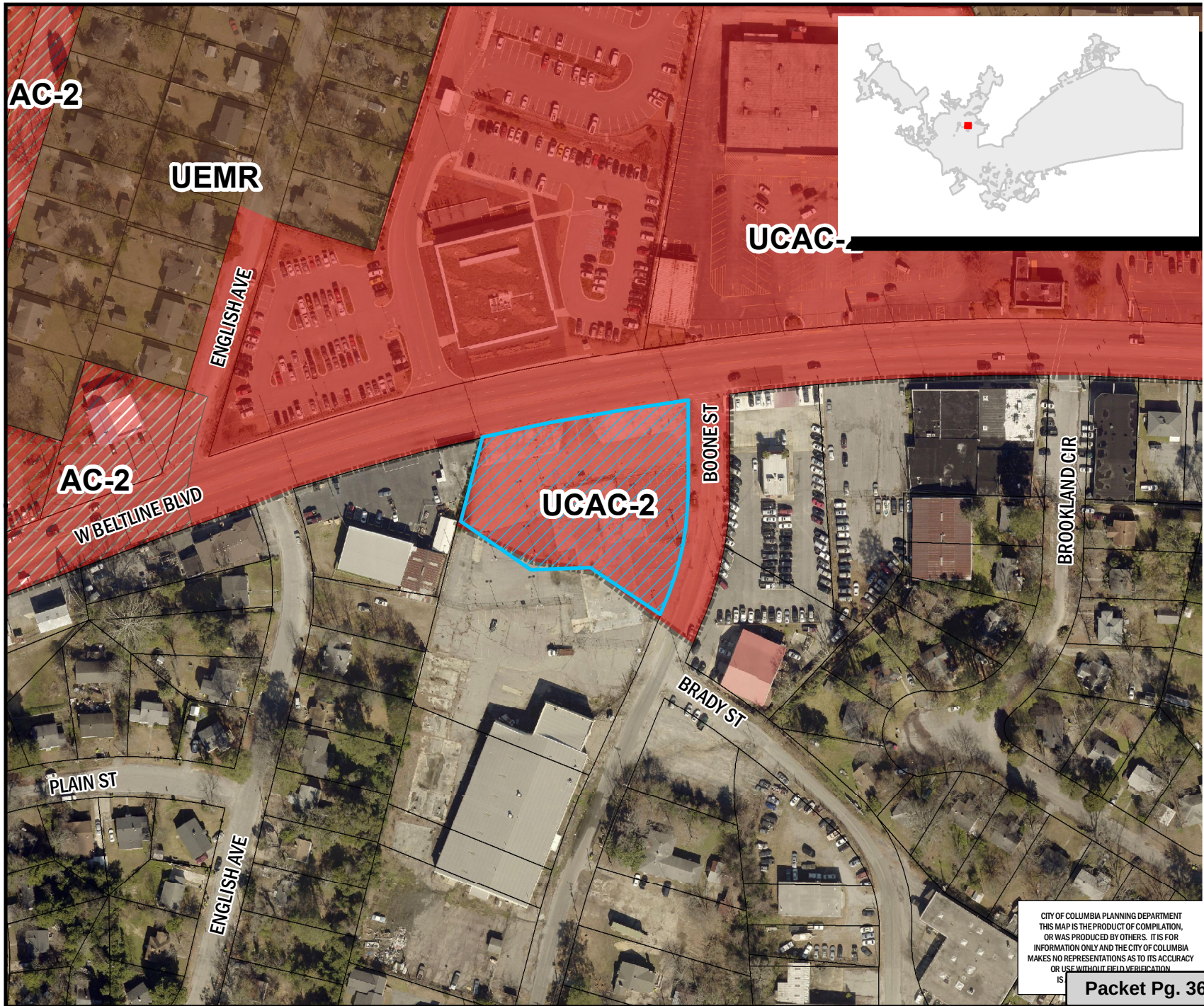
24.b

Legend

- CITY LIMITS
- PARCELS
- WBeltline4030_1.43ac
- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
- UEMF - Urban Edge Multi-family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UCAC-3 - Urban Core Regional Activity Center
- UEAC-1 - Urban Edge Community Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- SIA - Sports/Amusement
- CI - Civic/Institutional
- CBA - Central Business Area
- ZOO - Riverbanks Zoo & Garden
- UC - Universities/Colleges
- FJ - Fort Jackson
- T/S - Transitional/Sensitive Lands

0 37.5 75 150 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
Date: 2/8/2021



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Packet Pg. 365

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Attachment: 2021-018 amend Columbia Compass 2036 Map to add 1.43 acre portion of 4030 West Beltline



We Are Columbia

MEETING DATE: March 16, 2021

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ZONING MAP AMENDMENT CONFIRMATION for 1.43-acre portion of 4030 West Beltline Boulevard; TMS# 11609-10-36(p)

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

Council District: 2

Proposal: Request to affirm zoning of General Commercial District (C-3) following the annexation of the property. The property currently has interim zoning of General Commercial District (C-3).

Applicant: Dick Smith Motors, Inc. / WTC of West Beltline, LLC

Staff Recommendation: Approval

PC Recommendation: 09/14/2020; Approval (8-0)

ATTACHMENTS:

- ANNEX-2020-0020_1.43acWBeltline4030_ZMAConfirm (PDF)



CITY COUNCIL

March 16, 2021 at 2:00pm

Virtual Meeting Using Video Conferencing Technology, Columbia, SC

ZONING MAP AMENDMENT CONFIRMATION CASE SUMMARY

1.43 acre portion of 4030 West Beltline Boulevard; TMS# 11609-10-36(p)

Council District:	2
Proposal:	Request to affirm zoning of General Commercial District (C-3) following the annexation of the property. The property currently has interim zoning of General Commercial District (C-3).
Applicant:	Dick Smith Motors, Inc. / WTC of West Beltline, LLC
Staff Recommendation:	Approval
PC Recommendation:	09/14/2020; Approval (8-0)
Annexation, 1 st Reading:	10/06/2020; Approval
Annexation, 2nd Reading:	10/20/2020; Approval
Land Use Map Amendment Confirmation, 1 st Reading:	03/16/2021; Pending
Land Use Map Amendment Confirmation, 2 nd Reading:	04/06/2021; Pending
Zoning Map Amendment Confirmation, 1 st Reading:	03/16/2021; Pending
Zoning Map Amendment Confirmation, 2 nd Reading:	04/06/2021; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 1.43 acres

Current Use: Commercial (vacant)

Proposed Use: Commercial

Reason for Annexation: Municipal Services

Urban Service Area: Donut Hole

Current Interim Land Use Classification: Urban Core Community Activity Center (UCAC-2)

Proposed Land Use Classification: Urban Core Community Activity Center (UCAC-2)

Current Interim Zoning: General Commercial District (C-3)

Proposed Zoning: General Commercial District (C-3)

Census Tract: 9

PROPOSED ZONING DISTRICT SUMMARY

The parcel currently has interim zoning of General Commercial District (C-3). Surrounding parcels within the City of Columbia are currently zoned General Commercial District (C-3) to the North. Surrounding parcels within unincorporated Richland County are currently zoned General Commercial District (C-3) to the West, South, and East and RS-HD to the East.

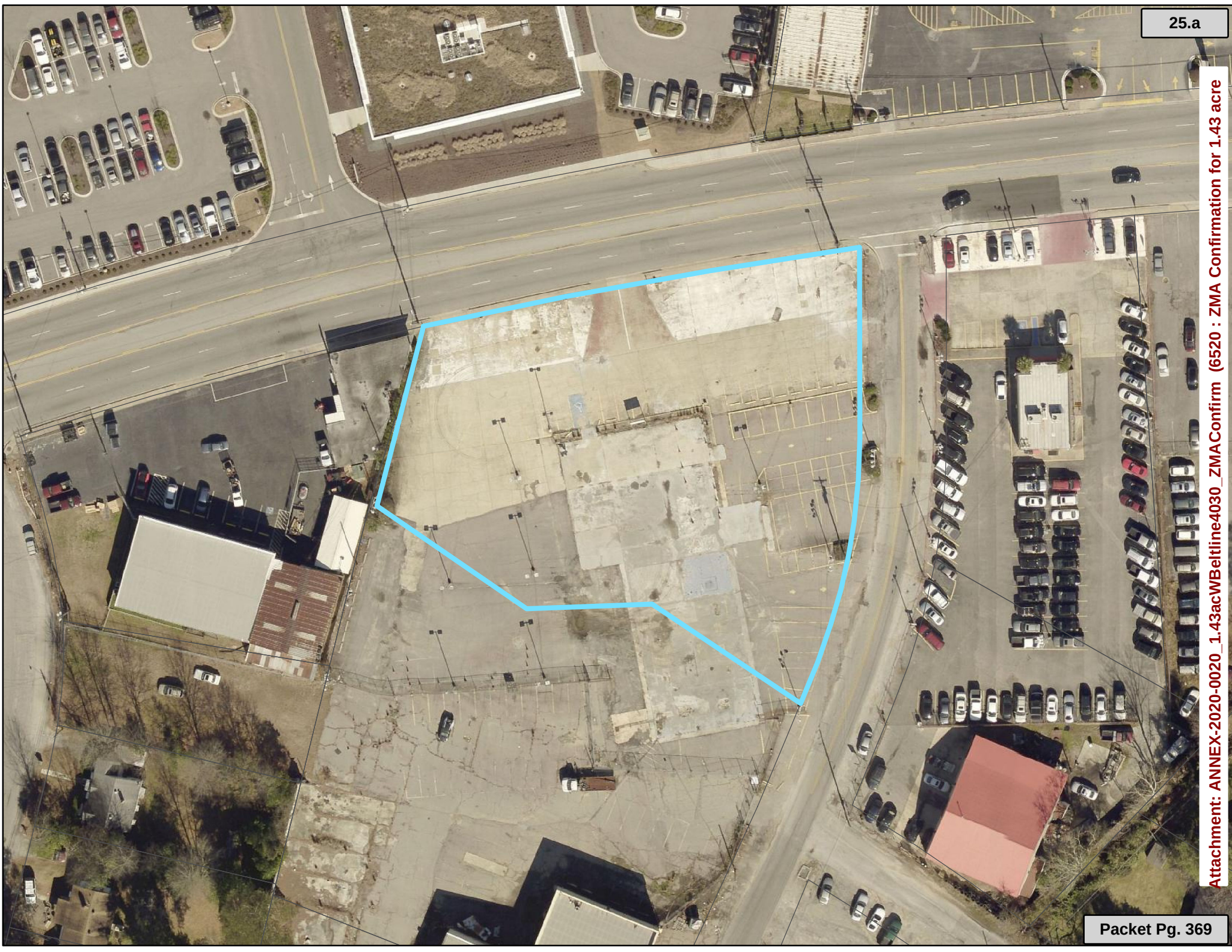
The proposed City of Columbia zoning district is General Commercial District (C-3).

General Commercial District (C-3)

The RS-1, RS-1A, RS-1B, RS-2 and RS-3 districts are intended as single-family residential areas with detached units with low to medium population densities. Use regulations for the single-family districts are identical, but contain varying classes of lot width and lot area, and these dimensional differences are intended to be preserved. Certain structures and uses required to serve governmental, educational, religious, noncommercial recreational, and other needs of those areas are permitted outright within such districts or are permissible as special exceptions subject to restrictions and requirements intended to preserve and protect the single-family residential character of the district.

STAFF RECOMMENDATION

Staff recommends City Council affirm the zoning of General Commercial District (C-3) for the property.



Attachment: ANNEX-2020-0020 1.43acWBeltline4030_ZMAConfirm (6520 : ZMA Confirmation for 1.43 acre

Zoning Map

Department of Planning & Development Services

1.43 acre portion of 4030 W. Beltline Blvd., TMS# 11609-
Current Interim Zoning: C-3, Proposed Zoning: C-3

25.a

Legend

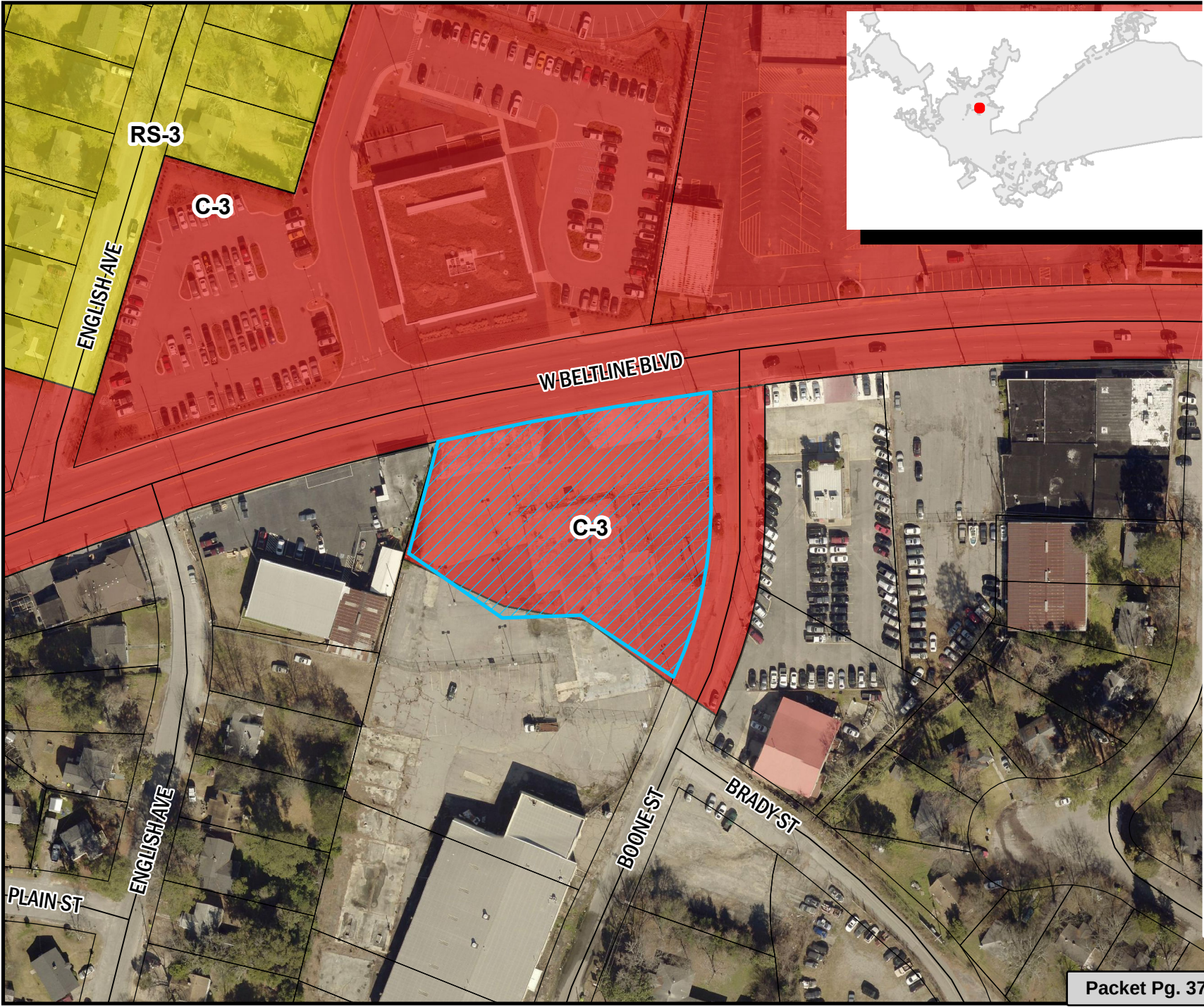
PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	

0 25 50 100 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
February 8, 2021

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We Are Columbia

MEETING DATE: March 16, 2021

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: **COMPREHENSIVE PLAN – FUTURE LAND USE MAP
CONFIRMATION AMENDMENT for 1215 Shop Road;
TMS# 11210-01-02**

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

FOCUS AREAS: Planning Together

PURPOSE:

Ordinance No.: 2021-017 Amending the Columbia Compass: Envision 2036 Map to include 1215 Shop Road; Richland County TMS# 11210-01-02; annexed by Ordinance No: 2020-101 enacted February 2, 2021

City Council District: 3

Proposal: Request to affirm land use classification Industrial (IND) following the annexation of the property at 1215 Shop Road. The property currently has interim classification of Industrial (IND).

Applicant: Hood Real Estate Investments, LLC

Staff Recommendation: Approval

PC Recommendation: 11/02/2020; Approval (8-0)

ATTACHMENTS:

- LUMACConfirm_1215 Shop Road - PH Case Summary (PDF)
- 2021-017 amend Columbia Compass 2036 to add 1215 Shop Road (PDF)



CITY COUNCIL

March 16, 2021 at 2:00pm

Virtual Meeting Using Video Conferencing Technology, Columbia, SC

FUTURE LAND USE MAP CONFIRMATION AMENDMENT CASE SUMMARY 1215 Shop Road; TMS# 11210-01-02

Council District:	3
Proposal:	Request to affirm land use classification Industrial (IND) following the annexation of the property. The property currently has interim classification of Industrial (IND).
Applicant:	Hood Real Estate Investments, LLC
PC Recommendation:	11/02/2020; Approval (8-0)
Annexation, 1 st Reading:	11/17/2020; Approval
Annexation, 2nd Reading:	02/02/2021; Approval
Land Use Map Amendment Confirmation, 1 st Reading:	03/16/2021; Pending
Land Use Map Amendment Confirmation, 2 nd Reading:	04/06/2021; Pending
Zoning Map Amendment Confirmation, 1 st Reading:	03/16/2021; Pending
Zoning Map Amendment Confirmation, 2 nd Reading:	04/06/2021; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 1.86 acres
Current Use: Vacant Warehouse
Proposed Use: Commercial
Reason for Annexation: Available tax benefit
Urban Service Area: Donut Hole - Primary
Current Interim Land Use: Industrial (IND)
Proposed Land Use: Industrial (IND)
Current Interim Zoning: Light Industrial District (M-1)
Proposed Zoning: Light Industrial District (M-1)
Census Tract: 117.01

Urban Service Area

Subject parcel is in a “Donut Hole - Primary” as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and “islands” of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Donut Holes - Primary are the donut holes where services are readily available and the infrastructure is generally good. These services include fire, police, sanitation, and utilities.

Annexation within an area classified as *Donut Hole - Primary* is the highest priority. Barring unanticipated circumstances, annexation of these areas is recommended, and staff should work with individual property owners or neighborhoods/developments to encourage and expedite annexation.

Donut Holes are unincorporated areas that are completely surrounded by the City of Columbia and/or another municipality, or areas surrounded by the City of Columbia and a major geographical feature, such as a river. These areas pose a number of challenges to the City that can be addressed through annexation. Often, these are areas that were developed before the City or any municipality became adjacent, and may lack easy access to City utilities or other services.

Donut Holes can often cause inefficiencies in the delivery of services due to confusion about jurisdiction, and if the land is in a jurisdiction with a different approach to code enforcement, these areas can negatively impact the quality of life for adjacent City residents. Such inefficiencies can impact property owners and residents, both within and outside of the municipal boundaries, through confusion over services as well as added operational costs to local government. This results in a greater financial impact to City residents, who pay both City and County taxes.

Comprehensive Plan Land Use Classification

The proposed future land use for the subject property is Industrial (IND) in the *Columbia Compass: Envision 2036* Future Land Use Map. The property is currently assigned an interim future land use of Industrial (IND).

Industrial areas are located throughout the City and include a range of building types and uses dedicated to the processing, mining, manufacturing, warehousing, outdoor storage, and distribution of materials or goods. These areas are appropriate for uses that have heavy freight traffic and which may generate noise, odors, or other impacts. These areas should be adequately large to accommodate these uses, and should provide buffers and sufficient street infrastructure to accommodate the needs of the businesses.

Primary Types

- Office/Services Medium to High-rise
- Flex Small to Extra Large

Secondary Types

- Power Utilities
- Water & Wastewater Treatment

Tertiary Types

- Commercial Small to Extra Large
- Parking Structures & Lots

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is not located within the study area of a neighborhood, small area, community, or corridor plan adopted by the City of Columbia or Richland County.

STAFF RECOMMENDATION

Staff recommends City Council adopt an ordinance to amend the *Columbia Compass: Envision 2036* Future Land Use Map to affirm the assignment of the Industrial (IND) land use classification for the property.

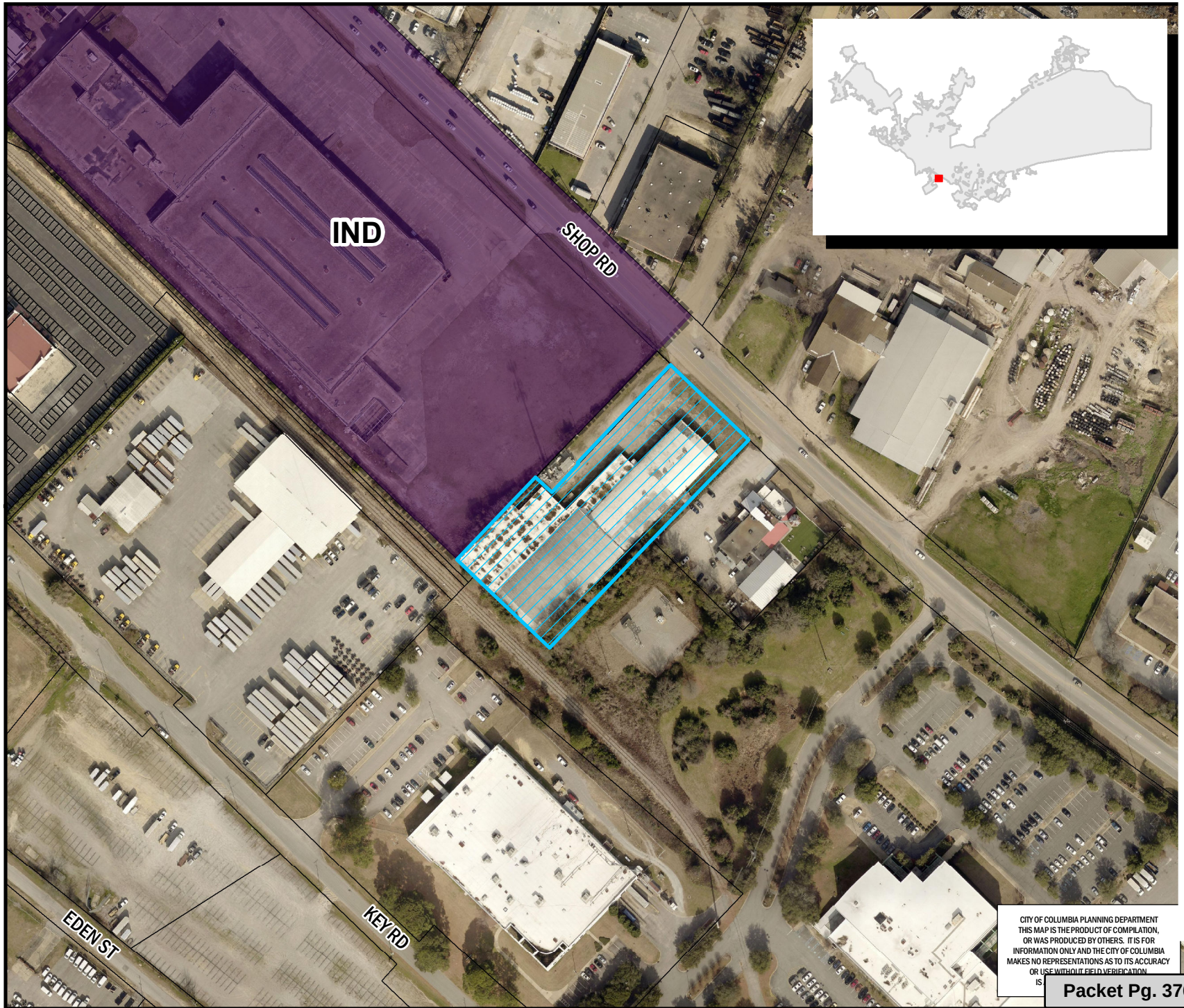
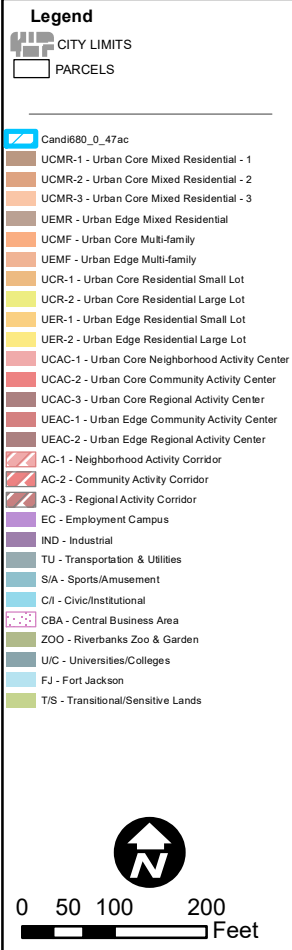


Future Land Use Map

Department of Planning & Development Services

1215 Shop Road, TMS# 11210-01-02;
Existing Interim FLU: IND, Proposed FLU: IND

26.a



ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
Date: 10/21/2020



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IS

Packet Pg. 376

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Attachment: LUMAConfirm_1215 Shop Road - PH Case Summary (6524 : Comprehensive Plan - Future

Zoning Map

Department of Planning &
Development Services

1215 Shop Road, TMS# 11210-01-02;
Existing Interim Zoning: M-1, Proposed Zoning: M-1

26.a

Legend

PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	



0 50 100 200
Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
October 21, 2020

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Attachment: LUMAConfirm_1215 Shop Road - PH Case Summary (6524 : Comprehensive Plan - Future

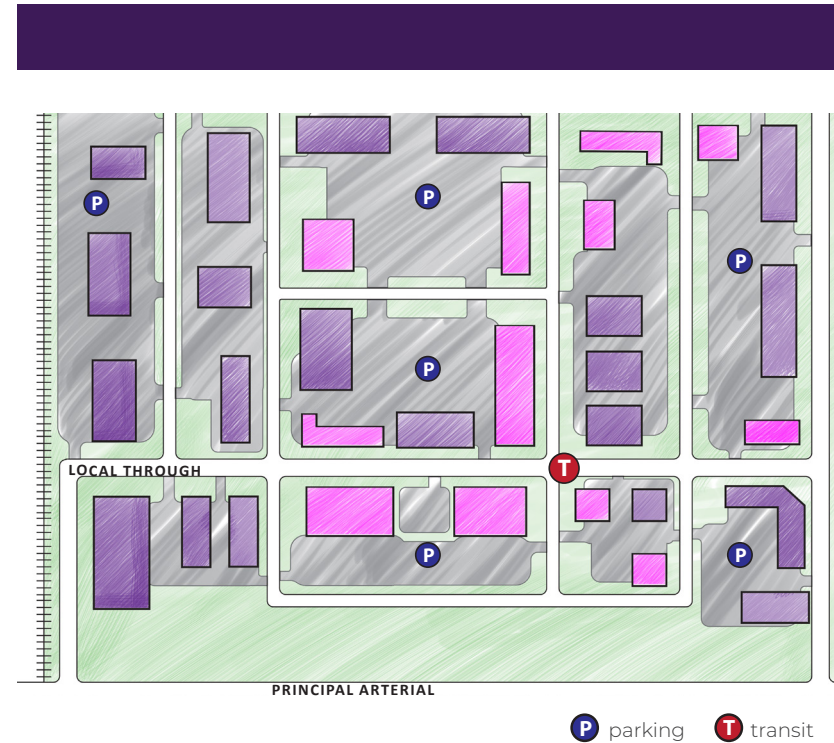
Packet Pg. 377

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Development Types

INDUSTRIAL (IND)

Industrial areas are located throughout the City and include a range of building types and uses dedicated to the processing, mining, manufacturing, warehousing, outdoor storage, and distribution of materials or goods. These areas are appropriate for uses that have heavy freight traffic and which may generate noise, odors, or other impacts. These areas should be adequately large to accommodate these uses, and should provide buffers and sufficient street infrastructure to accommodate the needs of the businesses.



IND BUILDING TYPES/LAND USES

PRIMARY TYPES

- Office/Services Medium to High-rise
- Flex Small to Extra Large

SECONDARY TYPES

- Power Utilities
- Water & Wastewater Treatment

TERTIARY TYPES

- Commercial Small to Extra Large
- Parking Structures & Lots

See matrix for appropriate park/open space types.

Development Types

IND DEVELOPMENT PATTERN/CONTEXT

- Industrial areas are typically near rail lines or highways, and include warehouses, manufacturing and production facilities, laboratories, and high-tech uses.
- Most industrial areas require significant land area to accommodate large and very large format buildings as well as sufficient buffers from adjacent, non-compatible uses.
- Streets need to be designed to adequately accommodate semi-truck and trailer traffic.
- Sites are typically configured to meet the specific needs of the developer, but large format sites maintain significant flexibility for reuse.



ORDINANCE NO.: 2020-017

Amending the Columbia Compass: Envision 2036 Map to include 1215 Shop Road; Richland County TMS# 11210-01-02; annexed by Ordinance No: 2020-101 enacted February 2, 2021

WHEREAS, the City of Columbia and community at large recognize the value of planning for future development and growth; and,

WHEREAS, City Council adopted Columbia Compass: Envision 2036 as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 adopting Columbia Compass: Envision 2036 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (Title 6, Chapter 29 of the SC Code); and,

WHEREAS, 1215 Shop Road; Richland County TMS# 11210-01-02, filed for petition on October 13, 2020, and shall be assigned the designated future land use classification of Industrial (IND), and the Columbia Compass: Envision 2036 Map shall be amended accordingly; and,

WHEREAS, the City of Columbia Planning Commission has provided input and recommendations in response to the public input and findings NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia this ____ day of _____, 2021, that 1215 Shop Road; Richland County TMS# 11210-01-02, annexed into the City of Columbia by Ordinance No.: 2020-101 enacted on February 22, 2021, shall be incorporated into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020. This property shall be apportioned to City Council District 3, Census Tract 117.01, contains 1.86 acres, and shall be assigned a future land use classification of Industrial (IND).

Requested by:

Assistant City Manager Gentry _____

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:

Future Land Use Map

Department of Planning & Development Services

1215 Shop Road, TMS# 11210-01-02;
Existing Interim FLU: IND, Proposed FLU: IND

26.b

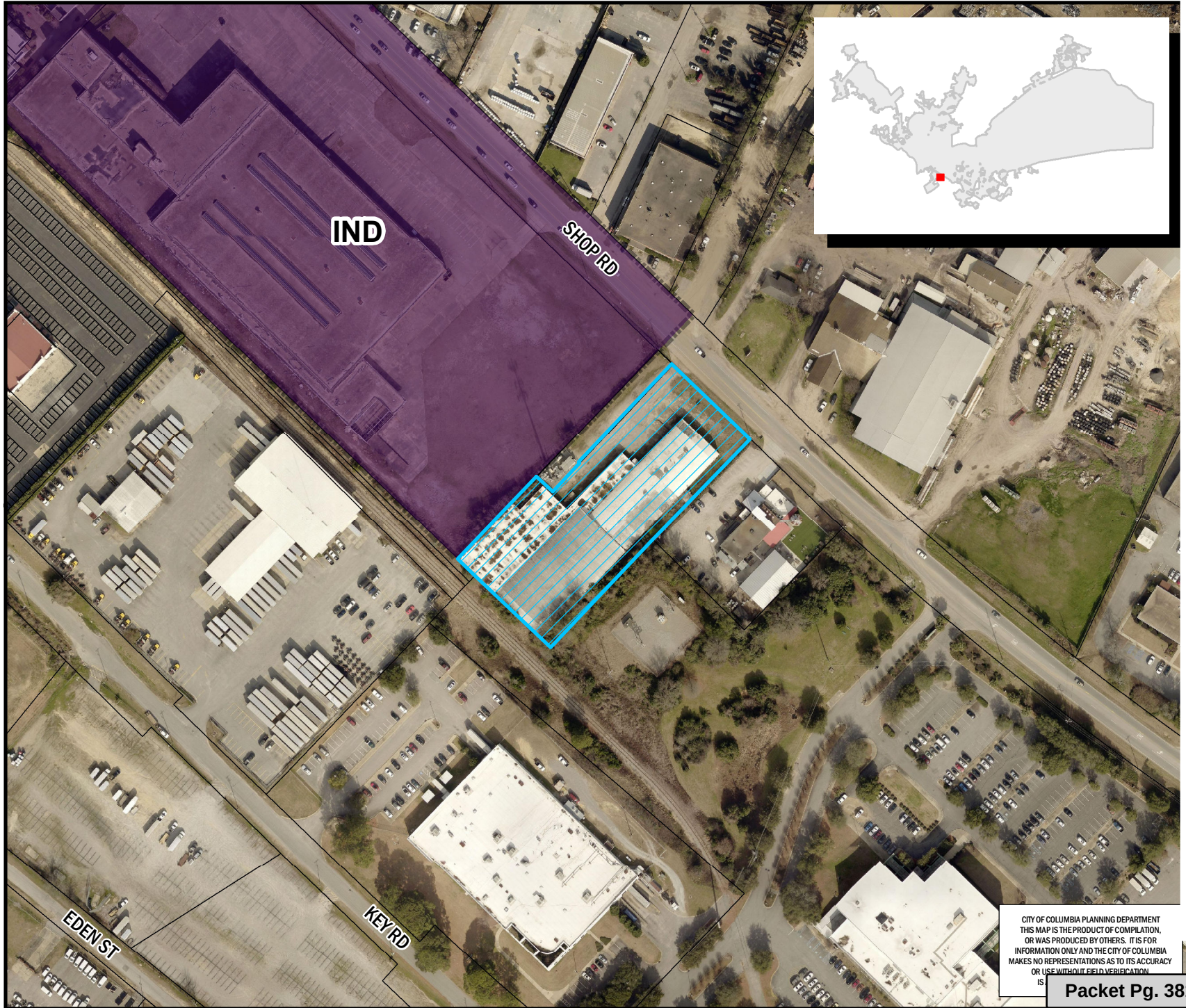
Legend

CITY LIMITS
PARCELS

Cand680_0_47ac

UCMR-1 - Urban Core Mixed Residential - 1
UCMR-2 - Urban Core Mixed Residential - 2
UCMR-3 - Urban Core Mixed Residential - 3
UEMR - Urban Edge Mixed Residential
UCMF - Urban Core Multi-family
UEMF - Urban Edge Multi-family
UCR-1 - Urban Core Residential Small Lot
UCR-2 - Urban Core Residential Large Lot
UER-1 - Urban Edge Residential Small Lot
UER-2 - Urban Edge Residential Large Lot
UCAC-1 - Urban Core Neighborhood Activity Center
UCAC-2 - Urban Core Community Activity Center
UCAC-3 - Urban Core Regional Activity Center
UEAC-1 - Urban Edge Community Activity Center
UEAC-2 - Urban Edge Regional Activity Center
AC-1 - Neighborhood Activity Corridor
AC-2 - Community Activity Corridor
AC-3 - Regional Activity Corridor
EC - Employment Campus
IND - Industrial
TU - Transportation & Utilities
SIA - Sports/Amusement
CII - Civic/Institutional
CBA - Central Business Area
ZOO - Riverbanks Zoo & Garden
UIC - Universities/Colleges
FJ - Fort Jackson
TJS - Transitional/Sensitive Lands

0 50 100 200 Feet



ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
Date: 10/21/2020



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Packet Pg. 381

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Attachment: 2021-017 amend Columbia Compass 2036 to add 1215 Shop Road (6524 : Comprehensive



We Are Columbia

MEETING DATE: March 16, 2021

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ZONING MAP AMENDMENT CONFIRMATION for 1215 Shop Road; TMS# 11210-01-02

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

Council District: 3

Proposal: Request to affirm the zoning of Light Industrial District (M-1) following the annexation of the property. The property currently has interim zoning of Light Industrial District (M-1).

Applicant: Hood Real Estate Investments, LLC

Staff Recommendation: Approval

PC Recommendation: 11/02/2020; Approval (8-0)

ATTACHMENTS:

- ZMAConfirm_1215 Shop Road (PDF)



CITY COUNCIL

March 16, 2021 at 2:00pm

Virtual Meeting Using Video Conferencing Technology, Columbia, SC

ZONING MAP AMENDMENT CONFIRMATION CASE SUMMARY 1215 Shop Road; TMS# 11210-01-02

Council District:	3
Proposal:	Request to affirm the zoning of Light Industrial District (M-1) following the annexation of the property. The property currently has interim zoning of Light Industrial District (M-1).
Applicant:	Hood Real Estate Investments, LLC
PC Recommendation:	11/02/2020; Approval (8-0)
Annexation, 1 st Reading:	11/17/2020; Approval
Annexation, 2nd Reading:	02/02/2021; Approval
Land Use Map Amendment Confirmation, 1 st Reading:	03/16/2021; Pending
Land Use Map Amendment Confirmation, 2 nd Reading:	04/06/2021; Pending
Zoning Map Amendment Confirmation, 1 st Reading:	03/16/2021; Pending
Zoning Map Amendment Confirmation, 2 nd Reading:	04/06/2021; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 1.86 acres
Current Use: Vacant Warehouse
Proposed Use: Commercial
Reason for Annexation: Available tax benefit
Urban Service Area: Donut Hole - Primary
Current Interim Land Use: Industrial (IND)
Proposed Land Use: Industrial (IND)
Current Interim Zoning: Light Industrial District (M-1)
Proposed Zoning: Light Industrial District (M-1)
Census Tract: 117.01

Attachment: ZMA Confirm_1215 Shop Road (6522 : ZMA Confirmation for 1215 Shop Road)

PROPOSED ZONING DISTRICT SUMMARY

The parcel currently has interim zoning of Light Industrial District (M-1). Surrounding parcels within the City of Columbia are currently zoned Light Industrial District (M-1) to the West. Surrounding parcels within unincorporated Richland County are currently zoned HI to the North, South, and East and M-1 to the East.

The proposed City of Columbia zoning district is Light Industrial District (M-1).

Light Industrial District (M-1)

The M-1 district is intended to accommodate wholesaling, distribution, storage, processing, light manufacturing and general commercial uses. Certain related structures and uses required to serve the needs of such uses are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this article.

STAFF RECOMMENDATION

Staff recommends City Council affirm the zoning of Light Industrial District (M-1) on the property.



Attachment: ZMAConfirm_1215 Shop Road (6522 : ZMA Confirmation for 1215 Shop Road)

Zoning Map

Department of Planning &
Development Services

1215 Shop Road, TMS# 11210-01-02;
Existing Interim Zoning: M-1, Proposed Zoning: M-1

27.a

Legend

PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	

0 50 100 200 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
October 21, 2020

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Attachment: ZMA Confirm_ 1215 Shop Road (6522 : ZMA Confirmation for 1215 Shop Road)



We Are Columbia

MEETING DATE: March 16, 2021

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: **AMENDMENTS TO UNIFIED DEVELOPMENT
ORDINANCE to Revise Effective Date of Ordinance**

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Planning Together

PURPOSE:

Ordinance No.: 2021-014 Amending the effective date of Ordinance No.: 2020-099, adopting the " The Unified Development Ordinance of the City of Columbia, South Carolina as adopted August 20, 2019"

Proposal: Amendment to the new Chapter 17 of the Columbia Code of Ordinances entitled "Unified Development Ordinance" adopted August 20, 2019, revising the effective date of Ordinance to August 30, 2021.

Applicant: Rachel Bailey, Zoning Administrator

Staff Recommendation: Approval

PC Recommendation: 03/01/2021; Approval (7-0)

ATTACHMENTS:

- TA-2021-0001_TA-UDOEeffectiveDate_Mar21Update (PDF)
- 2021-014 repeal and replace Chapter 17 effective date (PDF)



CITY COUNCIL

March 16, 2021 at 2:00pm

City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

AMENDMENT TO UNIFIED DEVELOPMENT ORDINANCE Revise Effective Date of Ordinance

Proposal:	Amendment to the new Chapter 17 of the Columbia Code of Ordinances entitled “Unified Development Ordinance” adopted August 20, 2019, revising the effective date of Ordinance to August 30, 2021.
Pertinent Sections:	Chapter 17 of the Columbia Code of Ordinances
Applicant:	Rachel Bailey, Zoning Administrator
Staff Recommendation:	Approval
PC Recommendation:	03/01/2021; Approval (7-0)
ZPH, 1 st Reading:	03/16/2021; Pending
2 nd Reading:	03/30/2021; Pending

DETAIL

The Unified Development Ordinance was adopted by City Council on August 20, 2019. An effective date of May 1, 2020 was set at that time to provide time for staff to redraw the zoning maps and update documents and files to correspond with the new Ordinance. The date was revised to November of 2020 and then, due to COVID-19, to March 31, 2021. Virtual public meetings were held in September of 2020 and one-on-one opportunities were offered to citizens as a means to gather input. Further one-on-one opportunities were offered in January of 2021 and staff attended several neighborhood meetings. Staff is now proposing a final effective date of August 30, 2021 to make the revisions resulting from Council and citizen input and to update permitting software and documents.

January 19, 2021	Public Hearing
January 20-25, 2021	Additional One-on-One Appointments
January 20 - February 26, 2021	Period for additional input/Stakeholder-Neighborhood Meetings
March 16, 2021	City Council amend effective date to August 30, 2021/Review input and proposed changes
April 6, 2021	City Council 1 st Reading of new zoning map
May 3, 2021	Planning Commission consideration of revisions to zoning map
June 6, 2021	City Council 2 nd Reading of new zoning map (effective August 30, 2021)
July 20, 2021	City Council Public Hearing and 1 st Reading on revisions to zoning map
August 3, 2021	City Council 2nd Reading on revisions to zoning map (effective August 30, 2021)
August 30, 2021	UDO and Revised Map Effective

Attachment: TA-2021-0001_TA-UDOEEffectiveDate_Mar21Update (6526 : TA - UDO Revised Effective Date of Ordinance)

A copy of the adopted code in its entirety and the proposed maps can be found at www.weplantogether.org.

STAFF RECOMMENDATION

Staff recommends City Council approve the request.

Attachment: TA-2021-0001_TA-UDOEEffectiveDate_Mar21Update (6526 : TA - UDO Revised Effective Date of Ordinance)

ORDINANCE NO.: 2021-014

*Amending the effective date of Ordinance No.: 2020-099, adopting the
"The Unified Development Ordinance of the City of Columbia, South Carolina as
adopted August 20, 2019"*

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this ____ day of _____, 2021 that Ordinance No.: 2020-099 enacted on December 1, 2020 with an effective date of March 31, 2021 adopted the "The Unified Development Ordinance of the City of Columbia, South Carolina as adopted August 20, 2019", is hereby amended to reflect an effective date of August 30, 2021.

A copy of the "The Unified Development Ordinance of the City of Columbia, South Carolina as adopted August 20, 2019" is attached hereto and incorporated herein by reference and available for inspection by contacting the City Clerk, City Hall, 3rd Floor, 1737 Main Street, Columbia, South Carolina, 29201; (803) 545-3045; cityclerk@columbiasc.net, or the Zoning Division, 1136 Washington Street, Columbia, South Carolina, 29201; (803) 545-3333, or viewed online at <http://www.weplanttogether.org>.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: March 16, 2021

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2021-009 Amending the Commercial Non-Discrimination and Columbia Disadvantaged Business Enterprise (CDBE) Utilization Policy into the City of Columbia Procurement Regulations (Last Revised: March 2, 2021)

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Attracting & Retaining Talent, Connecting Our Community, Economic Prosperity - Endless Possibilities, Empowering Our Residents, Enhancing Columbia's Neighborhoods, Innovative & High Quality Municipal Services, Planning Together

ATTACHMENTS:

- R-2021-009 amending Commercial Non-Discrimination DBE Utilization Policy (PDF)
- APPROVED - Non-Discrimination and CDBE Utilization Policy (PDF)
- APPROVED - Non-Discrimination and CDBE Utilization Policy Redlined Version (PDF)

RESOLUTION NO.: R-2021-009

*Amending the Commercial Non-Discrimination and Columbia Disadvantaged Business Enterprise (CDBE) Utilization Policy into the City of Columbia Procurement Regulations
(Last Revised: March 2, 2021)*

WHEREAS, by Resolution No.: R-2016-079, enacted by City Council on November 15, 2016, the City of Columbia ("City") adopted the Commercial Non-Discrimination and Columbia Disadvantaged Business Enterprise (CDBE) Utilization Policy into the City of Columbia Procurement Regulations (Last Revised: November, 2016), establishing a clear policy against discrimination in City-related business on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability, and a policy not to engage in City-related business with firms that discriminate in their solicitation, selection, or treatment of vendors, suppliers, contractors, subcontractors, or business customers; and,

WHEREAS, the City of Columbia desires to amend the Commercial Non-Discrimination and Columbia Disadvantaged Business Enterprise (CDBE) Utilization Policy into the City of Columbia Procurement Regulations (Last Revised: March 2, 2021) to ensure that MWBEs continue to be afforded the opportunity to fully participate in the overall procurement process of the City; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council of the City of Columbia, South Carolina, this ____ day of _____, 2021, that the attached Commercial Non-Discrimination and Columbia Disadvantaged Business Enterprise (CDBE) Utilization Policy (Last Revised: March 2, 2021) is hereby amended and shall continue to be in effect unless rescinded by City Council.

Requested by:

Assistant City Manager Palen

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:

**Non-Discrimination and Columbia Disadvantaged Business Enterprise
(CDBE) Utilization Policy
(Last Revised: March 12, 2021)**

1. Commercial Non-Discrimination Policy. It is the policy of the City of Columbia to prohibit and discourage commercial discrimination on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, disability or any other form of unlawful discrimination in any City procurement or contract.
2. Non-Discrimination Contracting Policy. In carrying out the service, the Contractor shall not discriminate against any employee or applicant for employment because of that employee or applicant's age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws ("protected characteristic"). The Contractor shall take affirmative steps to ensure equal employment opportunities for all applicants for employment, without regard to their protected characteristics. For the purpose of this Non-Discrimination in Contracting Policy, the term "sex" includes medical needs and / or lactation needs arising from pregnancy, childbirth, or related medical conditions pursuant to the South Carolina Pregnancy Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Contractor's operations, including, but not limited to the Contractor's employment practices (including selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of services. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this Non-Discrimination in Contracting Policy. The Contractor shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.
3. City of Columbia Local Business Enterprise Defined. Resolution R-2010-066 adopted and incorporated Local Business Enterprise (LBE) 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, an offeror must complete the LBE Qualification Statement and submit it to the Office of Business Opportunities for approval prior to bid opening.
4. Columbia Disadvantage Business Enterprise Policy. It is the policy of the City of Columbia that Disadvantage Business Enterprises (DBEs) shall be afforded the opportunity to participate fully in its overall procurement process. The objectives of the Columbia Disadvantage Business (CDBE) Policy are to: take specific steps to ensure non-discriminatory results and practices; and fully include CDBEs and DBEs in the City's procurement process.

5. CDBE Defined.

- a. A CDBE is defined as (1) a certified business (2) that has an office in the Columbia-Orangeburg-Newberry CSA for one year; and (3) is a socially and/or economically disadvantaged business.
- b. Columbia-Orangeburg-Newberry CSA includes the following counties: Calhoun, Fairfield, Kershaw, Lexington, Newberry, Orangeburg, Richland, and Saluda.
- c. Certified Business: Any businesses having at least one of the following certifications shall qualify as certified under the City of Columbia DBE Utilization Policy upon submission and verification of such certification. (The list below is not all inclusive, other certifications may be accepted from accredited certifying agencies):

Certification	Acronym	Certifying Agency
Disadvantaged Business Enterprise	DBE	Department of Transportation (DOT)
Historically Underutilized Business Zone	HUBZone	Small Business Administration (SBA)
Minority Business Enterprise	MBE	SC Office of Small and Minority Business Contracting and Certification (SMBCC)
Minority Business Enterprise	MBE	National Minority Supplier Diversity Council (NMSDC)
Service-Disabled Veteran-Owned Small Business/Veteran-Owned Small Business	SDVOSB/ VOSB	Small Business Administration (SBA)
Women's Business Enterprise National Council	WBENC	Women's Business Enterprise National Council (WBENC)
Women Owned Small Businesses	WOSBs	Small Business Administration (SBA)
Economically Disadvantaged Women-Owned Small Business	EDWOSB	Small Business Administration (SBA)
8(a) Business Development Program	8(a)	Small Business Administration (SBA)

6. Socially and/or Economically Disadvantaged Individuals Defined.

- a. Socially disadvantaged individuals are those who have been subjected to racial or ethnic prejudice or cultural bias within American society because of their identities as members of groups and without regard to their individual qualities.
- b. Economically disadvantaged individuals are those whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities.

- c. Minority and women-owned businesses are presumed socially disadvantaged. “Minority” means a person who is a citizen or lawful permanent resident of the United States and who is:
 - Black (a person having origins in any of the black racial groups of Africa);
 - Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
 - Asian American (a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands); and/or,
 - American Indian and Alaskan Native (a person having origins in any of the original peoples of North America).
7. Socially and/or Economically Disadvantaged Business Defined.
 - a. A socially and/or economically disadvantage business is at least fifty-one (51%) percent owned and controlled by one or more citizens of the United States who are determined to be socially and/or economically disadvantaged.
 - b. In the case of a concern which is a corporation, fifty-one (51%) percent of all classes of voting stock of such corporation must be owned and controlled by an individual determined to be socially and/or economically disadvantaged.
 - c. In the case of a concern which is a partnership, fifty-one (51%) of the partnership interest must be owned by an individual or individuals determined to be socially and/or economically disadvantaged and whose management and daily business operations are controlled by individuals determined to be socially and/or economically disadvantaged. Such individuals must be involved in the daily management and operations of the business concerned.
8. Applicability. Except as otherwise provided herein or prohibited by federal or state law, this policy shall also apply to any federally assisted activity with subcontracting possibilities.
9. Responsible Department. The City Manager shall designate the Office of Business Opportunities to administer this policy. The Office of Business Opportunities shall be responsible for developing, managing, and implementing the CDBE Utilization Policy and such other responsibilities as set forth in this policy.
10. Contract Goals. The City Manager has the authority to determine contract goals for CDBE participation on any prime contract estimated at \$200,000.00 or more.
11. City Records and Reports. The Office of Business Opportunities shall maintain such records and provide such reports annually to the City Manager and City Council to ensure full compliance with the CDBE Program.

12. Policies to Ensure that CDBE's have an Equitable Opportunity to Compete for Contracts and Subcontracts. The City shall use the following techniques to facilitate CDBE utilization in contracting activities:

- a. Arrange bid solicitations and times for the submission of bids/bid specifications to ensure equitable participation.
- b. Break down larger contracts into smaller contracts to include the participation of smaller businesses to the extent economically and legally feasible.
- c. Provide specifications in a timely manner to CDBEs, majority contractors and business associations.
- d. Provide technical assistance to CDBEs.
- e. Hold seminars or workshops to acquaint the business community with the requirements and scope of City procurement activities.
- f. Utilize local minority-owned banks wherever feasible.
- g. Maintain accurate records of the utilization of CDBEs.
- h. Aid such businesses in the Columbia-Orangeburg-Newberry CSA that meet the definitions of DBE and ensure that they shall be afforded the full opportunity to participate in procurement through the goals and procedures established herein, provided that the integrity of the bidding procedures and process of awarding contracts to the low acceptable bidders is maintained.
- i. Have available resources, including directories and/or lists, to facilitate in the identification of CDBEs with capabilities needed in the performance of City contracts on the Office of Business Opportunities website (these lists should not be considered sole sources or all-inclusive and no warranties expressed and/or implied).

13. Good Faith Efforts. Offerors shall perform Good Faith Efforts (GFEs) in meeting the CDBE goal placed on City projects. The offeror is responsible for maintaining all GFEs documentation and records for each CDBE project for which they participate at a minimum of three (3) years. If the offeror meets or exceed the CDBE goal placed on a project, GFEs are not required.

GFEs must include but are not limited to the following:

- a. Attend pre-solicitation meetings, pre-bid meetings and outreach events that are scheduled by the City to inform CDBEs of contracting, subcontracting, and supply opportunities.

- b. Placement of digital or print advertisements in general circulation, trade association, and/or Small Minority Women Business Enterprise (SMWBE) focused media outlets concerning subcontracting opportunities.
- c. Provide written notice to relevant CDBEs that their interest in the contract is being solicited, in sufficient time to allow the CDBEs to participate.
- d. Follow up with initially solicited CDBE firms to determine with certainty whether they are interested in participating.
- e. Identify and select portions of the work to be performed by CDBEs in order to increase the likelihood of CDBE participation (including, where appropriate, breaking down contracts into economically feasible units).
- f. Provide interested CDBEs with equal access to specifications, plans, and requirements of the contract.
- g. Negotiate fairly with interested CDBEs (not rejecting CDBEs as unqualified without sound reasons based on a thorough investigation of their capabilities).
- h. Use the services of available SMWBE community organizations, majority contractors' groups, local, state and federal SMWBE business assistance offices, and other organizations that provide assistance in the recruitment and placement of SMWBEs.
- i. Assist interested CDBEs and certified enterprises in obtaining bonding, lines of credit or insurance as needed.
- k. Offerors must use the tiered approach listed below in an effort to meet or exceed the CDBE utilization goal placed on a CDBE project.

Tier One	Utilization of <i>CDBEs</i> within the Columbia-Orangeburg-Newberry CSA
Tier Two	Utilization of Certified <i>DBEs</i> within the Columbia-Orangeburg-Newberry CSA
Tier Three	Utilization of Certified <i>DBEs</i> within the state of South Carolina

14. Audit of Good Faith Efforts. The City reserves the right to audit GFE paperwork at any time it deems necessary. Offerors that repeatedly fail to meet the specified CDBE utilization goal placed on CDBE projects will be audited.
15. Compliance Submittal Period on Projects with CDBE Utilization Goals. Interested contractors or consultants with an interest in bidding on City of Columbia projects with a CDBE utilization goal must submit required compliance documentation, except for pricing, during the Compliance Submittal Period (CSP). Submitted information will be used to

determine respondent's compliance for the specific bid in meeting the GFE requirement of the CDBE policy.

The City reserves the right, in its sole discretion, to reject all submissions, reissue a subsequent bid, terminate, restructure or amend this process at any time. The final selection and contract negotiation rests solely with the City.

- a. Offerors must submit the areas for which CDBE participation will be achieved at bid opening. The information should include the specific CDBE participation percentages, services, and/or materials to be provided.
 - b. All offerors must submit a *Letter of CDBE Commitment* as part of their CSP package to the Office of Procurement and Contracts stating the CDBE utilization percentage to be obtained by offeror and one (1) of the following:
 - o Offeror will meet or exceed the CDBE project goal at bid opening.
 - o Offeror's CDBE percentage will be at least 50% or more of the specified CDBE project goal at bid opening.
 - o Offeror's CDBE percentage will be below 50% of the specified CDBE project goal at bid opening.
 - c. Offerors that certify in their *Letter of CDBE Commitment* that their CDBE percentage will meet or exceed the CDBE project goal at bid opening are not required to submit GFEs documentation as part of their CSP.
 - d. Offerors that certify in their *Letter of CDBE Commitment* that their CDBE percentage will be at least 50% or more of the specified CDBE project goal at bid opening are not required to submit GFEs documentation as part of their CSP.
 - e. Offerors that certify in their *Letter of CDBE Commitment* that their CDBE percentage will be below 50% of the specified CDBE project goal must submit all GFEs documentation and records as part of their CSP.
 - f. Pricing should not be included as a component of the CSP by any offeror.
 - g. The offeror must also include in the *Letter of CDBE Commitment* that the CDBEs/DBEs to be included at bid opening will self-perform a minimum of 50% of their portion of the project.
 - h. All CDBE relevant compliance information submitted by offerors will be forwarded to the Office of Business Opportunities for CDBE compliance review.
16. GFE Committee Review. The Office of Business Opportunities will convene the GFE Committee to review GFE documentation and records submitted by offerors during the CSP that have certified that their CDBE percentage will be below 50% of the specified CDBE

project goal. Based on the review of the offeror's CDBE GFE, the GFE Committee will determine if the GFE requirement was met.

- a. Based on the review and determination made by the GFE Committee, the submittal will be deemed either compliant or non-compliant by the Office of Business Opportunities.
- b. Offerors deemed non-compliant will be notified by the Office of Procurement and Contracts prior to the release of the invitation for bid.

17. CDBE Appeals Process & General Administrative Review Committee. All appeals from non-compliant CSP offerors shall be escalated to a newly established Administrative Review Committee (ARC) for further review.

18. Invitation for Bid on Projects with CDBE Utilization Goals. An Invitation for Bid will be extended to offerors deemed compliant during the CSP.

- a. CDBE percentages reflected in final bid submittals must match or exceed the previous percentage certified in the *Letter of CDBE Commitment* submitted during the CSP by offeror prior to bid opening. If the percentage contained in the bid submitted during bid opening is less than the percentage contained in the letter, the bidder will be found non-responsive.
- b. Offerors must include on the Business Information Record (BIR) the list of all subcontractors, including CDBE/DBE subcontractors, that will be utilized on the project.
 - Business names and addresses of the participating subcontractors; and
 - Specific participation percentages, services, and/or materials to be provided by each subcontractor (Percentages should be based on the projected total contract amount of the bid).
- c. Proof of certification for each CDBE/DBE subcontractor utilized for the specific project.
- d. Written documentation of the offeror's commitment to use the CDBEs/DBEs listed at the stated participation percentages.
- e. Written confirmation of participation from each CDBE/DBE subcontractor listed at the stated percentages.
- f. All other bid documentation and information as required by the Office of Procurement and Contracts.

19. Complaints. Any complaint received by the City concerning the CDBE Policy will be investigated by the Office of Business Opportunities, or designee(s) of the City Manager, and reported to the City Manager with a recommendation for resolution. This information shall be reported by the City Manager to City Council as deemed necessary.
20. Additional Rules and Regulations. The City may, with the approval of the City Manager, promulgate additional rules and regulations not inconsistent with this policy or any Federal or State law, regulation or grant requirement, as needed. The City Manager reserves the right to review and/or remove programmatic provisions should it be found to be in the best interest of the City.
21. Severability Clause. In the event any provision or part of this policy is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire policy will be inoperative.

APPROVED AS TO FORM



Legal Department City of Columbia, SC

3/12/2021

**~~Commercial~~ Non-Discrimination and Columbia Disadvantaged Business Enterprise
(CDBE) Utilization Policy**
(Last Revised: ~~March 12~~~~February 54~~~~November, 2021~~~~6~~)

1. ~~Commercial Non-Discrimination Policy.~~ It is the policy of the City of Columbia to prohibit and discourage commercial discrimination on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, disability or any other form of unlawful discrimination in any City procurement or contract.
2. ~~Non-Discrimination Contracting Policy.~~ In carrying out the service, the Contractor shall not discriminate against any employee or applicant for employment because of that employee or applicant's age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws ("protected characteristic"). The Contractor shall take affirmative steps to ensure equal employment opportunities for all applicants for employment, without regard to their protected characteristics. For the purpose of this Non-Discrimination in Contracting Policy, the term "sex" includes medical needs and / or lactation needs arising from pregnancy, childbirth, or related medical conditions pursuant to the South Carolina Pregnancy Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Contractor's operations, including, but not limited to the Contractor's employment practices (including selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of services. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this Non-Discrimination in Contracting Policy. The Contractor shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.
3. ~~City of Columbia Local Business Enterprise Defined.~~ Resolution R-2010-066 adopted and incorporated Local Business Enterprise (LBE) 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, an offeror must complete the LBE Qualification Statement and submit it to the Office of Business Opportunities for approval prior to bid opening.

2. ~~CDBE Policy.~~ It is the policy of the City of Columbia that DBEs shall be afforded the opportunity to participate fully in its overall procurement process. ~~Objectives.~~ The objectives of

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the CDBE Policy are to: (a) take specific steps to ensure non-discriminatory results and practices in the future and (b) fully involve CDBEs in the City's procurement process.

4. Columbia Disadvantage Business Enterprise DBE Policy. It is the policy of the City of Columbia that Disadvantage Business Enterprises (DBEs) shall be afforded the opportunity to participate fully in its overall procurement process. Objectives. The objectives of the Columbia Disadvantage Business DBE (CDBE) Policy are to: (a) take specific steps to ensure non-discriminatory results and practices in the future; and (b) fully include CDBEs and DBEs in the City's procurement process.

3. Applicability. Except as otherwise provided herein or prohibited by federal or state law, this policy shall also apply to any federally-assisted activity with subcontracting possibilities.

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5. ~~4. Columbia Disadvantaged Business Enterprise Defined.~~

~~a. A Columbia Disadvantaged Business Enterprise (CDBE) is defined as (1) a certified business (2) that has an office in the Columbia-Orangeburg-Newberry Metropolitan Statistical Area CSA for one year; and (3) is a socially and/or economically disadvantaged business.~~

a.

b. Columbia-Orangeburg-Newberry CSA includes the following counties: Calhoun, Fairfield, Kershaw, Lexington, Newberry, Orangeburg, Richland, and Saluda.

c. ~~b.~~ Certified Business: Any businesses having at least one of the following certifications shall qualify as certified under the City of Columbia DBE Utilization Policy upon submission and verification of such certification. (The list below is not all inclusive, other certifications may be accepted from accredited certifying agencies):-

Certification	Acronym	Certifying Agency
Disadvantaged Business Enterprise	DBE	Department of Transportation (DOT)
Historically Underutilized Business Zone	HUBZone	Small Business Administration (SBA)
Minority Business Enterprise	MBE	SC Office of Small and Minority Business Contracting and Certification (SMBCC)
Minority Business Enterprise	MBE	National Minority Supplier Diversity Council (NMSDC)
Service-Disabled Veteran-Owned Business Enterprise Small Business/Veteran-Owned Small Business	SDVOSB E/VOSB	Small Business Administration (SBA)
Women's Business Enterprise National Council	WBENC	Women's Business Enterprise National Council (WBENC)
Women Owned Small Businesses	WOSBs	Small Business Administration (SBA)
Economically Disadvantaged Women-Owned Small Business	EDWOSB	Small Business Administration (SBA)
8(a) Business Development Program	8(a)	Small Business Administration (SBA)

- i. ~~Historically Underutilized Business Zone (HUBZone) Small Business Administration~~
 ii. ~~Woman Owned Business Enterprise (WOBE) Small Business Administration~~
 iii. ~~8(a) Business Development Program Small Business Administration~~
 iv. ~~DBE Program SC Department of Transportation~~

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- ~~v. Service Disabled Veteran Owned Business Enterprise (SDVOBE) Small Business Administration~~
- ~~vi. Minority Business Enterprise (MBE) SC Office of Small and Minority Business Contracting and Certification~~
- ~~vii. Women Business Enterprise (WBE) Women's Business Enterprise National Council WBENC~~
- ~~viii. Minority Business Enterprise (MBE) National Minority Supplier Diversity Council~~

~~a. e. Columbia Orangeburg Newberry Metropolitan Statistical Area includes the following counties: Calhoun, Fairfield, Kershaw, Lexington, Newberry, Orangeburg, Richland, and Saluda.~~

6. Socially and/or Economically Disadvantaged Individuals Defined.

~~i.a. Socially disadvantaged individuals are those who have been subjected to racial or ethnic prejudice or cultural bias within American society because of their identities as members of groups and without regard to their individual qualities.~~

~~b. Economically disadvantaged individuals are those whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities.~~

~~c. Minority and women-owned businesses are presumed socially disadvantaged. "Minority" means a person who is a citizen or lawful permanent resident of the United States and who is:~~

- ~~o Black (a person having origins in any of the black racial groups of Africa);~~
- ~~o Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);~~
- ~~o Asian American (a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands); and/or,~~
- ~~o American Indian and Alaskan Native (a person having origins in any of the original peoples of North America).~~

~~ii.~~

7. Socially and/or Economically Disadvantaged Business Defined.

~~e. A socially and/or economically disadvantaged enterprise is any business concern that:~~

~~a. A socially and/or economically disadvantage business is at least fifty-one (51%) percent owned and controlled by one or more citizens of the United States who are determined to be socially and/or economically disadvantaged.~~

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- b. ~~ii.~~ In the case of a concern ~~which~~~~that~~ is a corporation, fifty-one (51%) percent of all classes of voting stock of such corporation must be owned and controlled by an individual determined to be socially and/or economically disadvantaged.
- c. ~~iii.~~ In the case of a concern which is a partnership, fifty-one (51%) of the partnership interest must be owned by an individual or individuals determined to be socially and/or economically disadvantaged ~~and~~ whose management and daily business operations are controlled by individuals determined to be socially and/or economically disadvantaged. Such individuals must be involved in the daily management and operations of the business concerned.

8. Applicability. Except as otherwise provided herein or prohibited by federal or state law, this policy shall also apply to any federally assisted activity with subcontracting possibilities.

~~f. Minority and women owned businesses are presumed socially disadvantaged. "Minority" means a person who is a citizen or lawful permanent resident of the United States and who is:~~

- ~~(a) Black (a person having origins in any of the black racial groups of Africa);~~
- ~~(b) Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);~~
- ~~(c) Asian American (a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands); and/or,~~
- ~~(d) American Indian and Alaskan Native (a person having origins in any of the original peoples of North America).~~

9. 5. Responsible Department. The City Manager shall designate the Office of Business Opportunities ~~(OBO)~~ to administer this policy. ~~The Office of Business Opportunities OBO~~ shall be responsible for developing, managing, and implementing the CDBE Utilization Policy and such other responsibilities as set forth in this policy.

10. Contract Goals. The City Manager has the authority to determine contract goals for CDBE participation on any prime contract estimated at \$200,000.00 or more.

11. City Records and Reports. The Office of Business Opportunities shall maintain such records and provide such reports annually to the City Manager and City Council to ensure full compliance with the CDBE Program.

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12. ~~6.~~ Policies to Ensure that CDBE's have an Equitable Opportunity to Compete for Contracts and Subcontracts. The City shall use the following techniques to facilitate CDBE utilization in contracting activities:

- a. ~~a.~~ Arrange bid solicitations and times for the submission of bids/bid specifications to ensure equitable participation.
- b. ~~b.~~ Break down larger contracts into smaller contracts to include the participation of smaller businesses to the extent economically and legally feasible.
- c. ~~c.~~ Provide specifications in a timely manner to CDBEs, majority contractors and business associations.

~~e.~~ Provide technical assistance to CDBEs.

Hold seminars or workshops to acquaint the business community with the requirements and scope of City procurement activities. ~~These sessions will be coordinated with organizations that are familiar with and willing to reduce problems experienced by CDBEs.~~

c.

~~e.f.~~ Utilize local minority-owned banks wherever feasible.

~~f.g.~~ Maintain accurate records of the utilization of CDBEs.

h. Aid such businesses in the Columbia-Orangeburg-Newberry Metropolitan CSA Statistical Area that meet the definitions of DBE and ensure that they shall be afforded the full opportunity to participate in procurement through the goals and procedures established herein, provided that the integrity of the bidding procedures and process of awarding contracts to the low acceptable bidders is maintained.

~~i. Directory. The City shall have available resources, including directories and/or lists, to facilitate in the identification of CDBEs with capabilities needed in the performance of City contracts on the OBO Office of Business Opportunities website. (These lists should not be considered sole sources and/or all inclusive all-inclusive and there are no warranties expressed and/or implied).~~

~~g.~~

13. Good Faith Efforts. ~~All~~ offerors shall perform Good Faith Efforts (GFEs) in meeting the CDBE goal placed on City projects. ~~The offeror is responsible for maintaining all GFEs good faith efforts~~ documentation and records for each CDBE project for which they participate at a minimum of three (3) years. ~~If the offeror meets or exceed the CDBE goal placed on a project, GFEs are not required.~~

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~~Good faith efforts~~ GFEs must include but are not limited to the following:

- a. Attend pre-solicitation meetings, pre-bid meetings and outreach events that are scheduled by the City to inform CDBEs of contracting, subcontracting, and supply opportunities.
- b. Placement of digital or print ~~Aadvertisementse~~ in general circulation, trade association, and/or ~~Ssmall mMinority Wwomen Bbusiness eEnterprise~~ (SMWBE) focused media outlets concerning subcontracting opportunities.
- c. Provide written notice to ~~a reasonable number of~~ relevant CDBEs that their interest in the contract is being solicited, in sufficient time to allow the CDBEs to participate.
- d. Follow up with initially solicited ~~CDBE firms ations of interest by contacting CDBEs~~ to determine with certainty whether they are interested in participating.
- e. Identify and select portions of the work to be performed by CDBEs in order to increase the likelihood of CDBE participation (including, where appropriate, breaking down contracts into economically feasible units).
- f. Provide interested CDBEs with equal access to specifications, plans, and requirements of the contract.
- g. Negotiate fairly with interested CDBEs (not rejecting CDBEs as unqualified without sound reasons based on a thorough investigation of their capabilities).
- h. Use the services of available SMWBE community organizations, majority contractors' groups, local, state and federal SMWBE business assistance offices, and other organizations that provide assistance in the recruitment and placement of SMWBEs.
- i. Assist interested CDBEs and certified enterprises in obtaining bonding, lines of credit or insurance ~~as needed.~~

~~Utilize certified businesses as defined under Sec. 5b of this policy that have not had an office in the Columbia-Orangeburg-Newberry Metropolitan Statistical Area for one year prior to submitting response.~~

- k. ~~If unable to meet the goal utilizing registered CDBE's within the CSA, offerors~~ Offerors must use the tiered approach listed below in an effort to meet or exceed the CDBE utilization goal placed on a CDBE project.

Tier One ~~Utilization of CDBE's within the Columbia-Orangeburg-Newberry CSA (8 county CSA)~~

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Tier Two — Utilization of Certified DBEs within the Columbia-Orangeburg-Newberry CSA

the 8 county CSA

Tier Three — Utilization of Certified DBEs within the state of South Carolina

Audit of Good Faith Efforts

14. The City reserves the right to audit GFE paperwork at any time as it deems necessary. Offerors that repeatedly fail to meet the specified CDBE utilization goal placed on CDBE projects will be audited.

15. Compliance Submittal Period on Projects with CDBE Utilization Goals. Interested contractors or consultants with an interest in bidding on City of Columbia projects with a CDBE utilization goal must submit required compliance documentation, except for pricing, during the Compliance Submittal Period (CSP). Submitted information will be used to determine respondent's compliance for the specific bid in meeting the GFE requirement of the CDBE policy.

The City reserves the right, in its sole discretion, to reject all submissions, reissue a subsequent bid, terminate, restructure or amend this process at any time. The final selection and contract negotiation rests solely with the City.

a. Offerors must submit the areas for which CDBE participation will be achieved at bid opening. The information should include the specific CDBE participation percentages, services, and/or materials to be provided.

b. All offerors must submit a *Letter of CDBE Commitment* as part of their CSP package to the Office of Procurement and Contracts stating the CDBE utilization percentage to be obtained by offeror and one (1) of the following:

- o Offeror will meet or exceed the CDBE project goal at bid opening.
- o Offeror's CDBE percentage will be at least 50% or more of the specified CDBE project goal at bid opening.
- o Offeror's CDBE percentage will be below 50% of the specified CDBE project goal at bid opening.

c. Offerors that certify in their *Letter of CDBE Commitment* that their CDBE percentage will meet or exceed the CDBE project goal at bid opening are not required to submit GFEs documentation as part of their CSP.

d. Offerors that certify in their *Letter of CDBE Commitment* that their CDBE percentage will be at least 50% or more of the specified CDBE project goal at bid opening are not required to submit GFEs documentation as part of their CSP.

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- Business names and addresses of the participating subcontractors; and
 - Specific participation percentages, services, and/or materials to be provided by each subcontractor (Percentages should be based on the projected total contract amount of the bid).
- c. Proof of certification for each CDBE/DBE subcontractor utilized for the specific project.
- d. Written documentation of the offeror's commitment to use the CDBEs/DBEs listed at the stated participation percentages.
- e. Written confirmation of participation from each CDBE/DBE subcontractor listed at the stated percentages.
- f. All other bid documentation and information as required by the Office of Procurement and Contracts.

~~Based on the review and recommendations made by the GFE Committee, the submittal will be deemed either compliant or non-compliant with the CDBE GFE requirements. Non-compliant bids will not be accepted during bid opening.~~

~~Within~~

~~A. All prime contractors bidding on procurements estimated at \$200,000 or more will be required to provide a complete listing of all subcontractors.~~

~~B. All prime contractors bidding on procurements estimated at \$200,000.00 or more will be required to complete a certification listing all CDBE or certified contractors contacted and results thereof.~~

~~Call bid specifications will require prime contractors to make good faith efforts to utilize CDBEs. Good faith efforts can be demonstrated by the following: Five (5) business days¹ prior to the bid opening date and bid closing date, all offerors must submit a letter of CDBE commitment² – a correspondence to OBO and the Office of Procurement and Contracts indicating one (1) of the following with the following items below:~~

¹ Business days – Monday – Friday not to include holidays

² Please see Appendix C for the letter of CDBE commitment certification.

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~~Offeror will meet or exceed the CDBE project goal at bid opening;~~

~~Offeror CDBE percentage will be at least 50% or more of the specified CDBE project goal at bid opening; or~~

~~Offeror CDBE percentage will be less than 50% of the specified CDBE project goal at bid opening. If offeror fails to achieve at least 50% or more of the specified CDBE project goal, good faith efforts documentation and records must be submitted with the letter of CDBE commitment.~~

~~For all letters of CDBE commitment at less than 50% of the CDBE project goal, a GFE Committee will convene to review the documentation and records submitted to determine if offeror made good faith efforts to meet the stated CDBE project goal.~~

~~Based on the review and recommendations made by the GFE Committee, the submittal will be deemed either compliant or non-compliant with the CDBE GFE requirements. Non-compliant bids will not be accepted during bid opening.~~

~~CDBE Documentation Required at Bid Opening~~

~~Offerors need to must submit an excel spreadsheet with a list of CDBE/DBE subcontractors that are included will be used in bid /submittal. The spreadsheet should include:~~

~~each business names and addresses of the CDBE/DBE that will participate as subcontractors~~
Business Name

~~, their sspecific CDBE participation percentage and services and/or materials to be provided by each CDBE/DBE subcontractor . The (CDBE percentage should be based off of yourthe bids total contract amount of the bid). PleaseOfferors do not include your bid price/total in the spreadsheet.~~

~~Offerors are to must include proof proof of eCertification for each CDBE/DBE subcontractor~~
Business that you utilizingutilized for thise specific project.

~~Offerors should meet or exceed the specific CDBE project goal. If offerors are unable to meet or exceed the percentage, offerors must ensure at least 50% or more of the percentage is met.~~

~~Written documentation of the offeror's commitment to use the CDBEs/DBEs listed at the stated participation percentages;~~

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~~Written confirmation of participation from each CDBE/DBE subcontractor listed at the stated percentages.~~

~~A~~

~~Offerors who have met or exceeded the goal need to must provide the Notarized Letter of Columbia Disadvantaged Business Enterprise (CDBE) eCommitment (sample located in the CDBE guidelines Appendix C) certifying that the offeror will meet or exceed their goal percentage. e No additional documentation will be required.~~

~~Offerors who have not met or exceeded the goal or, but whose CDBE percentage is at least 50% or more of the specified goal need to must provide the Notarized Letter of Columbia Disadvantaged Business Enterprise (CDBE) eCommitment (sample located in the CDBE guidelines Appendix C) stating that they will work to increase their CDBE goal percentage through the duration of the project. No additional documentation will be required.~~

~~Offerors who have not met or exceeded the goal, or whose CDBE percentage is at less than 50% of the specified goal, must provide the Notarized Letter of Columbia Disadvantaged Business Enterprise (CDBE) eCommitment (sample located in the CDBE guidelines Appendix C). All Good Faith Effort documentation is required, and must be submitted with the nNotarized Letter of CDBE eCommitment.~~

~~After the Bid Opening: CDBE percentages reflected in final in bid submittals must match or exceed the certified previously submitted percentage certified in the letter of CDBE commitment submitted by offeror prior to bid opening. Letter certifying their CDBE percentage (exceeded, met, or at least 50% of goal) for each bidder. If the submittal percentage contained in the bid submitted during bid opening is less than the percentage contained in the letter, does not match the certified submitted letter the bidder will be found non-compliant/non-responsive. and we will review the next lowest bidder's bid will be reviewed.~~

~~Any submittal that is less than 50% of the goal will be deemed non-compliant with the CDBE requirements and the bid will not be accepted.~~

~~1. Any submittal that is less than 50% of the goal will be deemed non-compliant with the CDBE requirements and the bid will not be accepted.~~

~~Good Faith Efforts (GFE) for meeting CDBE goal pPercentages set on projects.~~

~~All proposers must perform GFE and are responsible for maintaining these records. The City reserves the right to audit GFE paperwork as necessary.~~

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~~a. Attending pre solicitation meetings, pre bid meetings and outreach events that are scheduled by the City to inform CDBEs of contracting, subcontracting, and supply opportunities.~~

~~b. Advertising Advertise in general circulation, trade association, and/or small minority women business enterprise (SMWBE) focused media outlets concerning subcontracting opportunities.~~

~~c. Providing Provide written notice to a reasonable number of relevant CDBEs that their interest in the contract is being solicited, in sufficient time to allow the CDBEs to participate.~~

~~d. Following up with initial solicitations of interest by contacting CDBEs to determine with certainty whether they are interested.~~

~~e. Identifying and selecting portions of the work to be performed by CDBEs in order to increase the likelihood of CDBE participation (including, where appropriate, breaking down contracts into economically feasible units).~~

~~f. Providing Provide interested CDBEs with equal access to specifications, plans, and requirements of the contract.~~

~~g. Negotiating Negotiate fairly with interested CDBEs (not rejecting CDBEs as unqualified without sound reasons based on a thorough investigation of their capabilities).~~

~~h. Using Use the services of available SMWBE community organizations, majority contractors groups, local, state and federal SMWBE business assistance offices, and other organizations that provide assistance in the recruitment and placement of SMWBEs.~~

~~i. Assisting interested CDBE and certified enterprises in obtaining bonding, lines of credit or insurance.~~

~~Utilizing Utilize certified businesses as defined under Sec.54b of this policy that have not had an office in the Columbia-Orangeburg-Newberry Metropolitan Statistical Area for one year prior to submitting response.~~

~~If unable to meet the goal utilizing registered CDBE's within the CSA, offerors must use the tiered approach listed below:~~

~~Tiered Approach:~~

~~Tier 1 Utilization of CDBE's (8 county CSA)~~

~~Tier 2 Utilization of Certified DBEs within the 8 county CSA~~

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~~Tier 3 Utilization of Certified DBEs within the state of South Carolina~~

~~j.~~

~~1. Directory. The City shall have available resources, including directories and/or lists, to facilitate in the identification of CDBEs with capabilities needed in the performance of City contracts on the OBO website. This list should not be considered sole source and/or all inclusive; there are no warranties expressed and/or implied.~~

~~10. The City shall make such resources available to bidders in their efforts to meet the DBE requirements.~~

~~Overall City Procurement Goals. The City Manager, based on the City's methodology of calculating procurement goals, shall recommend suggested levels of CDBE utilization to City Council for consideration and approval annually.~~

~~Contract Goals. The City Manager also has the authority to determine contract goals for CDBE participation on any prime contract estimated at \$200,000.00 or more. Bidders or proposers must make a good faith effort to meet the stated goal, or demonstrate why the goal was not met.~~

~~City 10. Records and Reports. The OBO shall maintain such records and provide such reports annually quarterly to the City Manager and City Council to ensure full compliance with the CDBE Program.~~

~~19. 11. Complaints. Any complaint received by the City concerning the CDBE Policy will be investigated by the OBO Office of Business Opportunities, or designee(s) of the City Manager, and reported to the City Manager with a recommendation for resolution. This information shall be reported by the City Manager to City Council as deemed necessary. included in quarterly annual reports to City Council.~~

~~CDBE Appeals Process & General Administrative Review Committee.~~

~~All appeals shall be escalated to a newly established Administrative Review Committee (ARC) for further review. If the goal was not met due to the offeror(s) assertion that the goal was unrealistic and/or unobtainable within the timeframe allotted for the bid response, the offeror shall submit a request for an administrative review. This request for an administrative procurement review shall be submitted to the Purchasing Agent within three (3) business days after the CDBE submittal deadline and/or within (3) business days after the offeror was deemed non-compliant, whichever is later.~~

~~The Purchasing Agent shall briefly review the complaint and then refer this information to the Procurement & Contracts Administrative Review Committee (ARC) for a final decision. The committee members shall be comprised of two city executive staff members, one subject matter expert from the using department and the Deputy Director~~

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for the Department of Procurement and Contracts shall serve as the facilitator. The Purchasing Agent shall be recused from the ARC process due to the Agent's responsibility to offer a non-biased, non-subjective and fact-based only opinion on protest and contract controversies.

The ARC shall review the appeal within 5 business days after receipt of the timely appeals request and a final decision shall be rendered in writing by the ACM for the using department.

Any appeal denied by the ARC shall result in the aggrieved offeror being deemed as a non-responsive and/or non-responsible offeror depending on the complaint. The aggrieved offeror shall have all rights afforded to him as outlined in the City's protest procedures.

20. ~~12.~~ Additional Rules and Regulations. The City may, with the approval of the City Manager, promulgate additional rules and regulations not inconsistent with this policy or any Federal or State law, regulation or grant requirement, as needed. The City Manager reserves the right to review and/or remove programmatic provisions should it be found to be in the best interest of the City.

~~Procurement Code (procurement will email verbiage to us on 1/28)~~

~~13. CDBE Policy Period. This CDBE Policy shall be effective for the remainder of the current fiscal year and shall continue for four (4) subsequent fiscal years unless extended or rescinded by City Council. The council shall annually review the CDBE Utilization Policy and its overall goals. This policy shall be in full force and effect immediately upon passage thereof.~~

21. ~~14.~~ Severability Clause. In the event any provision or part of this policy is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire policy will be inoperative.

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We Are Columbia

MEETING DATE: March 16, 2021

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2021-019 Approving the Issuance by the Housing Authority of the City of Columbia, South Carolina of its not to exceed \$7,600,000 Multifamily Housing Revenue Bonds (Palmetto Terrace Apartments Project) in one or more series, pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended; providing certain other matters in connection therewith and providing an effective date

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Attracting & Retaining Talent, Connecting Our Community, Empowering Our Residents, Enhancing Columbia's Neighborhoods, Innovative & High Quality Municipal Services, Planning Together

ATTACHMENTS:

- R-2021-019 Palmetto Terrace Apartments (PDF)
- Palmetto Terrace (PDF)

RESOLUTION NO.: R-2021-019

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUMBIA, SOUTH CAROLINA, APPROVING THE ISSUANCE BY THE HOUSING AUTHORITY OF THE CITY OF COLUMBIA, SOUTH CAROLINA OF ITS NOT TO EXCEED \$7,600,000 MULTIFAMILY HOUSING REVENUE BONDS (PALMETTO TERRACE APARTMENTS PROJECT), IN ONE OR MORE SERIES, PURSUANT TO SECTION 147(F) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Palmetto Terrace Redevelopment, LLC, a South Carolina limited liability company, or its successors or assigns (the "Company"), has represented to the City Council (the "City Council") of the City of Columbia, South Carolina (the "City") that it desires to finance the acquisition and rehabilitation of a 112-unit affordable rental housing community located at 3021 Howell Court, Columbia, South Carolina and known as Palmetto Terrace Apartments (the "Project"); and,

WHEREAS, the Company has further represented to the City Council that substantial cost savings would be recognized by financing the Project through a plan of financing consisting of the issuance by the Housing Authority of the City of Columbia, South Carolina (the "Issuer") of its multifamily housing revenue bonds, in one or more series, in the aggregate principal amount not to exceed Seven Million Six Hundred Thousand and No/100 (\$7,600,000.00) Dollars (the "Bonds") to finance the Project; and,

WHEREAS, the Company has further represented to the City Council that a portion of the proceeds of the Bonds would be used for the purpose of (a) financing the cost of acquisition and rehabilitation of the Project and (b) paying certain costs of issuance of the Bonds; and,

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended, including the U.S. Treasury Regulations promulgated thereunder (collectively, the "Code"), requires as a condition of exclusion from gross income for federal income tax purposes of the interest on private activity bonds, that the issuance of private activity bonds, as defined in Section 141(a) of the Code, such as the Bonds be approved, after a public hearing following reasonable public notice, by the governmental unit on behalf of which such bonds are to be issued and the governmental unit having jurisdiction over the area in which the bond financed property is located; and,

WHEREAS, the City Council constitutes the elected legislative body of the City and the Company has represented to the City Council that it is the applicable elected representative required to approve the issuance of the Bonds for the purpose of financing the Project within the meaning of Section 147(f) of the Code; and,

WHEREAS, the Company has represented to the City Council that the Issuer has approved or will approve prior to the issuance of the Bonds, the issuance of the Bonds and the financing of the Project consistent with all applicable requirements of federal and state law (including but not limited to Section 147(f) of the Code); and,

WHEREAS, the Company has requested the City Council, pursuant to Section 147(f) of the Code, to approve the issuance by the Issuer of the Bonds for the purpose of providing funds to the Company to finance the Project; and,

WHEREAS, on February 25, 2021, the Company published in *The State*, a newspaper of general circulation in the City a notice of public hearing to be held on March 4, 2021, at 9:00 a.m. or as soon thereafter as such matters may be heard by means of a telephonic meeting conducted by the Issuer to consider the issuance by the Issuer of the Bonds and nature of the Project to be financed with a portion of the proceeds of the Bonds; and,

WHEREAS, notice of the public hearing was duly published as indicated by the copy of the notice as it appeared in *The State* attached hereto as Exhibit A; and,

WHEREAS, the public hearing was duly held by the Issuer on March 4, 2021, during which public hearing members of the public were afforded the opportunity to express their views on the issuance by the Issuer of the Bonds and the use of a portion of the proceeds thereof to finance the Project as indicated by the Certificate As To Public Hearing attached hereto as Exhibit B; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2021, as follows:

Section 1. The issuance by the Issuer of the Bonds in an aggregate amount not to exceed \$7,600,000 for the purpose of providing funds to the Company to finance the Project is hereby approved pursuant to and in accordance with Section 147(f) of the Code.

Section 2. A hearing open to the public, and conducted telephonically due the COVID-19 pandemic, pursuant to Internal Revenue Service Rev. Proc. 2020-21 as extended by Rev. Proc. 2020-49, was held on March 4, 2021, for which the Company has represented to the City Council that due and reasonable public notice, being published in *The State* as described above, was given by or on behalf of the Company in accordance with the provisions of applicable law and procedures established therefor.

Section 3. Such approval by the City Council shall not be construed as (i) an endorsement of the creditworthiness of the Issuer, the Company or the financial viability of the Project, (ii) a recommendation to any prospective purchaser to purchase the Bonds, (iii) an evaluation of the likelihood of the repayment of the debt service on the Bonds, or (iv) approval of any building or other regulatory permits relating to the Project, and the City Council shall not be construed by reason of its adoption of this Resolution to make any such endorsement, finding or recommendation, to have waived any rights of the City, or to have caused the City to be estopped from asserting any rights or responsibilities it may have in such regard. Further, the Bonds shall not constitute an indebtedness of the State of South Carolina, the City or any political subdivision thereof, but shall be payable solely from revenues of the Company pledged to the payment of the Bonds. The approval by the City Council of the issuance of the Bonds by the Issuer to finance the Project shall not be construed to obligate the City to incur any liability, pecuniary or otherwise, in connection with either the issuance of the Bonds or the acquisition and renovation of the Project.

Section 4. This Resolution shall take effect immediately upon its adoption.

Section 5. That the provisions of this Resolution are hereby declared to be separable, and if any section, phrase or provision shall, for any reason, be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases or provisions of this Resolution.

Section 6. That all ordinances, resolutions or orders or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby superseded.

Requested by:

Assistant City Manager Gentry _____

Mayor _____

Approved by:

City Manager _____

Approved as to form:

ATTEST:


Deputy City Attorney
Introduced:
Final Reading:

City Clerk _____

UNPAID

EXHIBIT “A”

NOTICE OF TELEPHONIC PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing will be held by the Housing Authority of the City of Columbia, South Carolina (the “**Issuer**”), on March 4, 2021 at 9:00 a.m., or as soon thereafter as the matter can be heard, and will be held telephonically by the Issuer, in connection with the issuance by the Issuer of its Multifamily Rental Housing Revenue Bonds (Palmetto Terrace Apartments Project) (the “**Bonds**”), in one or more tax-exempt and/or taxable series, as part of a plan of financing in an aggregate principal amount not to exceed \$7,600,000. The Bonds will be an issue of “exempt facility bonds” issued to finance a “qualified residential rental project” as defined in Section 142(a)(7) of the Internal Revenue Code of 1986, as amended (the “**Code**”).

Principal User of Bonds and Project. The proceeds of such Bonds, when and if issued, will be loaned by the Issuer to Palmetto Terrace Redevelopment, LLC (the “**Company**”). The Issuer will issue the Bonds under one or more Trust Indentures (the “**Indenture**”) between the Issuer and U.S. Bank National Association (the “**Trustee**”) and will use the proceeds of the Bonds to provide funds to a financial institution or institutions (the “**Lender**”) to fund a mortgage loan or loans (the “**Mortgage Loan**”) to the Company, to finance the acquisition, rehabilitation, furnishing and equipping of Palmetto Terrace Apartments, a 112-unit affordable rental housing community located at 3021 Howell Court, Columbia, South Carolina 29203 in Richland County, South Carolina, and the substantial rehabilitation, furnishing and equipping thereof (the “**Project**”); to be owned by the Company.

Limited Obligation. The Bonds will be payable by the Issuer solely and exclusively out of payments to be made by the Company and the Trust Estate pledged to the Trustee under the Indenture. The Bonds will not constitute an indebtedness of the Issuer, the State of South Carolina, or any political subdivision thereof within the meaning of any South Carolina constitutional provision or statutory limitation nor give rise to a pecuniary liability of the Issuer, the State of South Carolina, or any political subdivision thereof. The Bonds will not constitute a charge against the general credit or taxing powers of the Issuer, the State of South Carolina, or any political subdivision thereof. The Issuer has no taxing authority.

Teleconference Only. Due to the COVID-19 public health emergency, pursuant to Internal Revenue Service Rev. Proc. 2020-21 as extended by Rev. Proc. 2020-49, the Public Hearing will be conducted by the Issuer telephonically and the public will not be able to attend in person. However, all persons who wish to provide comments or listen to the public hearing may join by calling toll free at 1-888-529-1884 using access code: 803 540 7804. Members of the public may submit oral or written comments to the Issuer to express their views for or against the proposed issuance of the Bonds or the location and nature of the Project. Those who present comments during the Public Hearing will be permitted to address the Issuer regarding the Project or the Bonds for no more than five (5) minutes. Members of the public may also submit views to the Issuer in writing via mail to Lucinda Herrera, Senior Vice President of Development, Housing Authority of the City of Columbia, South Carolina, 1917 Harden Street, Columbia, South Carolina 29204 or via email to cherrera@columbiahousing.org. The Issuer will not prepare a transcript of the public hearing.

**HOUSING AUTHORITY OF THE
CITY OF COLUMBIA, SOUTH CAROLINA**

Attachment: Palmetto Terrace (6548 : Resolution No.: R-2021-019 Palmetto Terrace Apartments Project)

EXHIBIT "B"

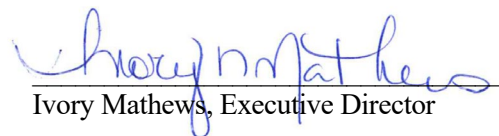
CERTIFICATE AS TO PUBLIC HEARING

I, the undersigned, on behalf of the Housing Authority of the City of Columbia, South Carolina (the "**Authority**") and the Mayor of the City of Columbia, South Carolina (the "**City**"), do hereby certify as follows:

1. Attached hereto is an Affidavit of Publication of Notice of Public Hearing held by the Authority in connection with the issuance by the Authority of its not exceeding \$7,600,000 aggregate principal amount Multifamily Housing Revenue Bonds (Palmetto Terrace Apartments Project), the proceeds of which will be made available to Palmetto Terrace Redevelopment, LLC, a South Carolina limited liability company (the "**Company**") to assist it with the financing of the acquisition, rehabilitation, furnishing and equipping of Palmetto Terrace Apartments, a 112-unit affordable rental housing facility located at 3021 Howell Court, Columbia, South Carolina 29203 in the City (the "**Project**"); to provide safe and sanitary affordable rental housing to low income residents of the City. The Project will be owned and operated by the Company.

2. Representatives of the Authority and the Company were present at the public hearing described in the above-mentioned Notice, which hearing was held at the time and manner specified therein. All persons desiring to do so were given reasonable opportunity to speak and, if requested, to present their opinions in writing regarding the issuance by the Authority of the Bonds and the use of the proceeds for the purposes described in paragraph 1 above. There were no written comments received. Several members of the public participated in the telephonic public hearing and posed questions regarding the nature of the Project, the Project's impact on current residents, including displacement and future rent rates, the timeframe for Project completion, the process of sub-contractor selection, and general questions regarding the issuance of private activity housing bonds. Representatives of the Company provided an overview of the Project, the time for completion, explained provisions for current tenants impacted by the Project, and explained that the Project would remain an affordable rental housing community. There was no opposition to the issuance of the Bonds for the purposes described in paragraph 1 above.

IN WITNESS WHEREOF, I have hereunto set my hand this 5th day of March, 2021.


Ivory Mathews, Executive Director

Attachment: Palmetto Terrace (6548 : Resolution No.: R-2021-019 Palmetto Terrace Apartments Project)



TAX EXEMPT BOND PROGRAM PROJECT OVERVIEW

SECTION 1 – GENERAL INFORMATION				
NAME OF APPLICANT	Palmetto Terrace Redevelopment, LLC			
EXISTING PROPERTY NAME	Palmetto Terrace			
PROPOSED PROPERTY NAME	Palmetto Terrace			
PROPERTY ADDRESS	3021 Howell Court Columbia, SC 29203			
TOTAL NUMBER OF EXISTING UNITS	112			
TOTAL NUMBER OF PROPOSED UNITS	112			
INCOME DISTRIBUTION OF PROPOSED UNITS (Number of units under each income level)	30%	50%	60%	Other:
			112	
BEDROOM SIZE OF PROPOSED UNITS	1 BR	2 BR	3BR	4 BR
	24	48	40	
EXISTING SUBSIDY CONTRACT	Section 8 HAP Contract:		☒ YES	☐ NO
	Date of Contract:		6/1/2017	
	Renewal Term:		20 Years	
NAME OF EXISTING OWNERSHIP	Palmetto Terrace Apartments, LLC			
NAME OF PROPOSED NEW OWNERSHIP	Palmetto Terrace, LLC			
SCOPE OF WORK	☐ New Construction (_____ Months) ☒ Rehab Construction (_____ Months)			
DESIRED DATE OF BOND INDUCEMENT	December 2020			
DESIRED DATE OF BOND RESOLUTION	January 2021			
DESIRED CLOSING DATE	June 2021			

Attachment: Palmetto Terrace (6548 : Resolution No.: R-2021-019 Palmetto Terrace Apartments Project)



TAX EXEMPT BOND PROGRAM PROJECT OVERVIEW

SECTION 2 - NARRATIVES

- A. Project Overview** – Provide a brief description of the proposed project. At a minimum this description should include a property description including amenities; a description of the neighborhood/location; resident type; and other relevant information.

See attachment 13, Site Suitability Determination and General Site Information.

- B. Relocation** – Describe any proposed relocation of residents including temporary as well as any permanent relocation. Detail the relocation and construction phasing plans as applicable.

Residents will be moved within the site; there will be no off-site relocation.



TAX EXEMPT BOND PROGRAM PROJECT OVERVIEW

C. Ownership – Provide an organizational chart as an attachment to this overview showing ownership identifying all parties in the ownership structure and the type of entity.

D. Developer Experience – Provide a brief overview of the Development Team and your experience in developing/redeveloping projects of similar size and scope. Provide a list of 5 other projects owned/developed in the Columbia area.

Experience:

See attached Statement of Qualifications.

Other Projects: (Indicate if acquisition/rehab; rehab only or new construction)

Name	Address	Number of Units	Development Method and TDC
See list attached to Statement of Qualifications			

**COLUMBIA HOUSING
TAX EXEMPT BOND PROGRAM - DEVELOPMENT BUDGET**

PROPERTY NAME: PALMETTO TERRACE REDEVELOPMENT

PERMANENT LENDER

FHA 223F

SOURCES

First Mortgage Loan HUD 223f	\$6,755,900
LIHTC Equity - Federal	\$3,516,428
LIHTC Equity - State	\$2,198,208
Other: Owner Contribution	\$298,522

TOTAL SOURCES

\$12,769,058

USES

ACQUISITION

Land	\$550,000
Exisiting Structures	\$4,713,000
Other	\$0

TOTAL ACQUISITION COSTS

\$5,263,000

CONSTRUCTION COSTS

Site Work	\$136,000
New Construction	\$0
Rehab	\$3,346,223
General Conditions	\$208,000
Contractor Overhead	\$73,804
Contractor Profit	\$225,842
Contingency	\$399,987
Other: Permits/Bond Premium	\$59,873

TOTAL CONSTRUCTION

\$4,449,729

PROFESSIONAL FEES

Architecture and Engineering	\$20,000
Legal Fees	\$170,000
CPA Certificaiton Fees	\$20,000
Consultant Fees	\$0

TOTAL PROFESSIONAL FEES

\$210,000

INTERIM COSTS

Construction Interest	\$243,212
Construction Loan Costs	\$0
Credit Enhancment	\$0
Other: Insurance during construction	\$55,500

TOTAL FINANCING FEES

\$298,712

Attachment: Palmetto Terrace (6548 : Resolution No.: R-2021-019 Palmetto Terrace Apartments Project)

**COLUMBIA HOUSING
TAX EXEMPT BOND PROGRAM - DEVELOPMENT BUDGET**

PROPERTY NAME: PALMETTO TERRACE REDEVELOPMENT

FINANCING EXPENSES

Bond Costs	\$0
Bridge Loan Expense	\$0
Permanent Loan Costs	\$251,755
Title and Recording	\$21,000
Other: Rating agency; printing and mailing	\$12,201

TOTAL RESERVES **\$284,956**

SOFT COSTS

Appraisal	\$11,500
Environmental	\$41,000
Market Study	\$7,250
Relocation Expense	\$15,000
Lease Up Expense	\$0
SC Housing Fees	\$137,807
Soft Costs Contingency	\$0
Other: Appraisal fee to SC Housing	\$8,500

TOTAL SOFT COSTS **\$221,057**

SYNDICATION COSTS

Partnership Organization	\$30,000
Tax Opinion	\$13,000
Other: PIS Fee	\$1,000

TOTAL SYNDICATION COSTS **\$44,000**

DEVELOPER COSTS

Developer Fees	\$1,445,596
Other:	\$0

TOTAL DEVELOPER COSTS **\$1,445,596**

PROJECT RESERVES

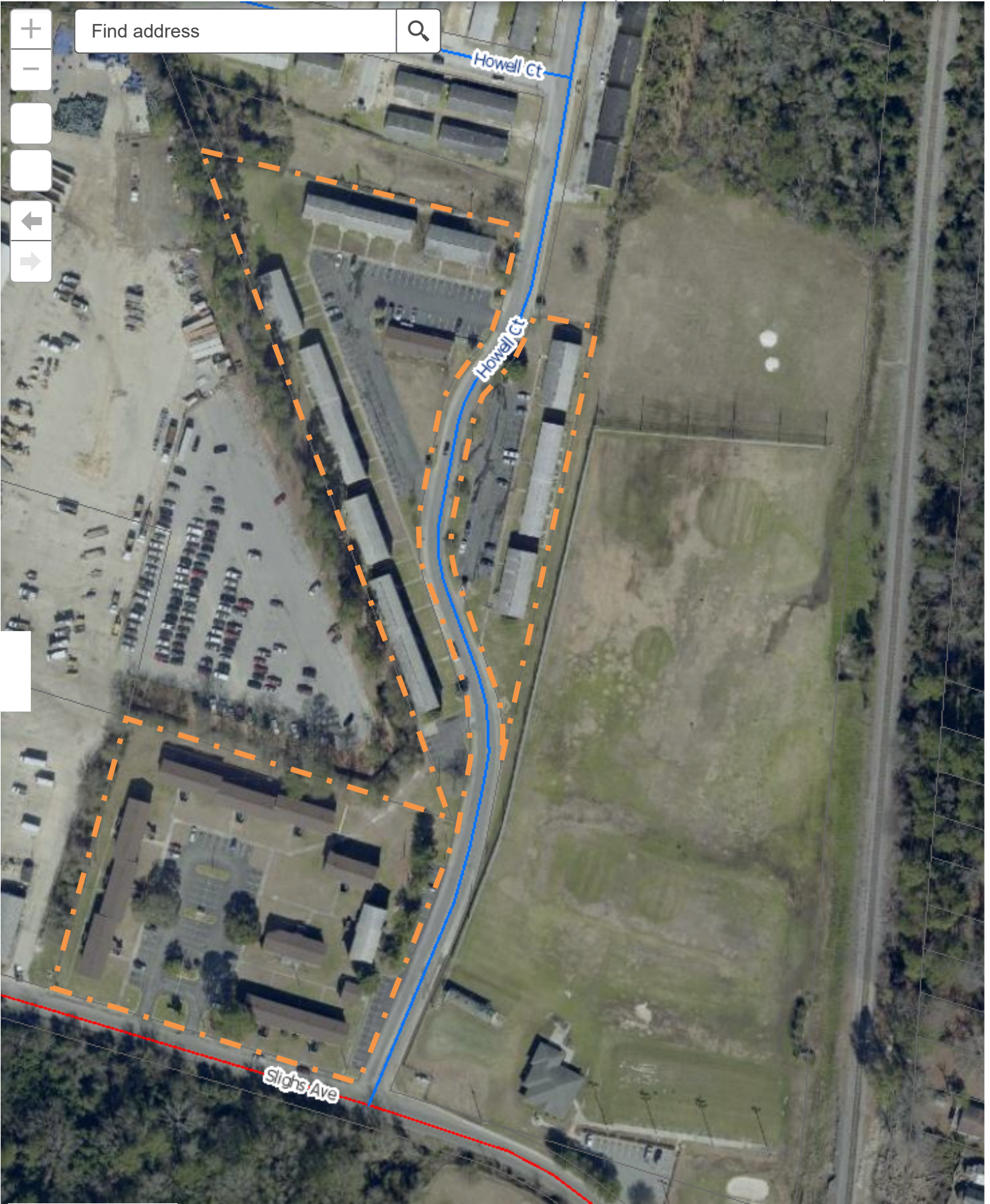
Operating Reserves	\$302,008
Initial Deposit to Replacement Reserve	\$200,000
Tax and Insurance Reserves	\$50,000
Other:	

TOTAL RESERVES **\$552,008**

TOTAL DEVELOPMENT COSTS **\$12,769,058**

Attachment: Palmetto Terrace (6548 : Resolution No.: R-2021-019 Palmetto Terrace Apartments Project)

13 – SITE SUITABILITY DETERMINATION AND GENERAL SITE INFORMATION



Attachment: Palmetto Terrace (6548 : Resolution No.: R-2021-019 Palmetto Terrace Apartments Project)

LEGEND OF SYMBOLS & ABBREVIATIONS

- BL BUILDING LINE

CL CENTERLINE

CMP CORRUGATED METAL PIPE

CT CRIMP TOP

DE DRAINAGE EASEMENT

EP EDGE OF PAVEMENT

IPO IRON PIN OLD

IPS IRON PIN SET

N&C NAIL & CAP

OT OPEN TOP

RB REBAR

RCP REINFORCED CONC PIPE

R/W RIGHT OF WAY

SD STORM DRAIN

SS SANITARY SEWER

SSE EASEMENT

Δ POINT
- TEL TELEPHONE PEDESTAL

⊕ ELECTRIC METER

⊠ CATCH BASIN

⊞ DRAIN INLET

⊞ ELEC TRANS

⊞ ELEVATION

⊞ FIRE HYDRANT

⊞ GAS METER

⊞ GAS VALVE

⊞ LIGHT POLE

⊞ POWER POLE

⊞ GUY ANCHOR

⊞ SD MANHOLE

⊞ SS MANHOLE

⊞ TELEPHONE MANHOLE

⊞ CLEAN OUT
- TC/BC TOP/BOTTOM CURB

TW/BW TOP/BOTTOM WALL

VCP VITRIFIED GLAY PIPE

⊞ WATER METER

⊞ WATER VALVE

— CTV CABLE TV

— X FENCE LINE

— FOC FIBER OPTIC CABLE

— GAS GAS LINE

— OHP OVERHEAD POWER

— OHT OVERHEAD TELEPHONE

— SD STORM DRAIN

— SS SANITARY SEWER

— UGP UNDERGROUND POWER

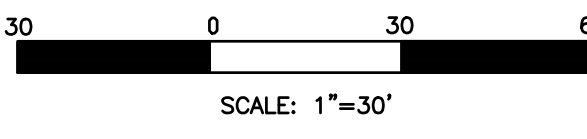
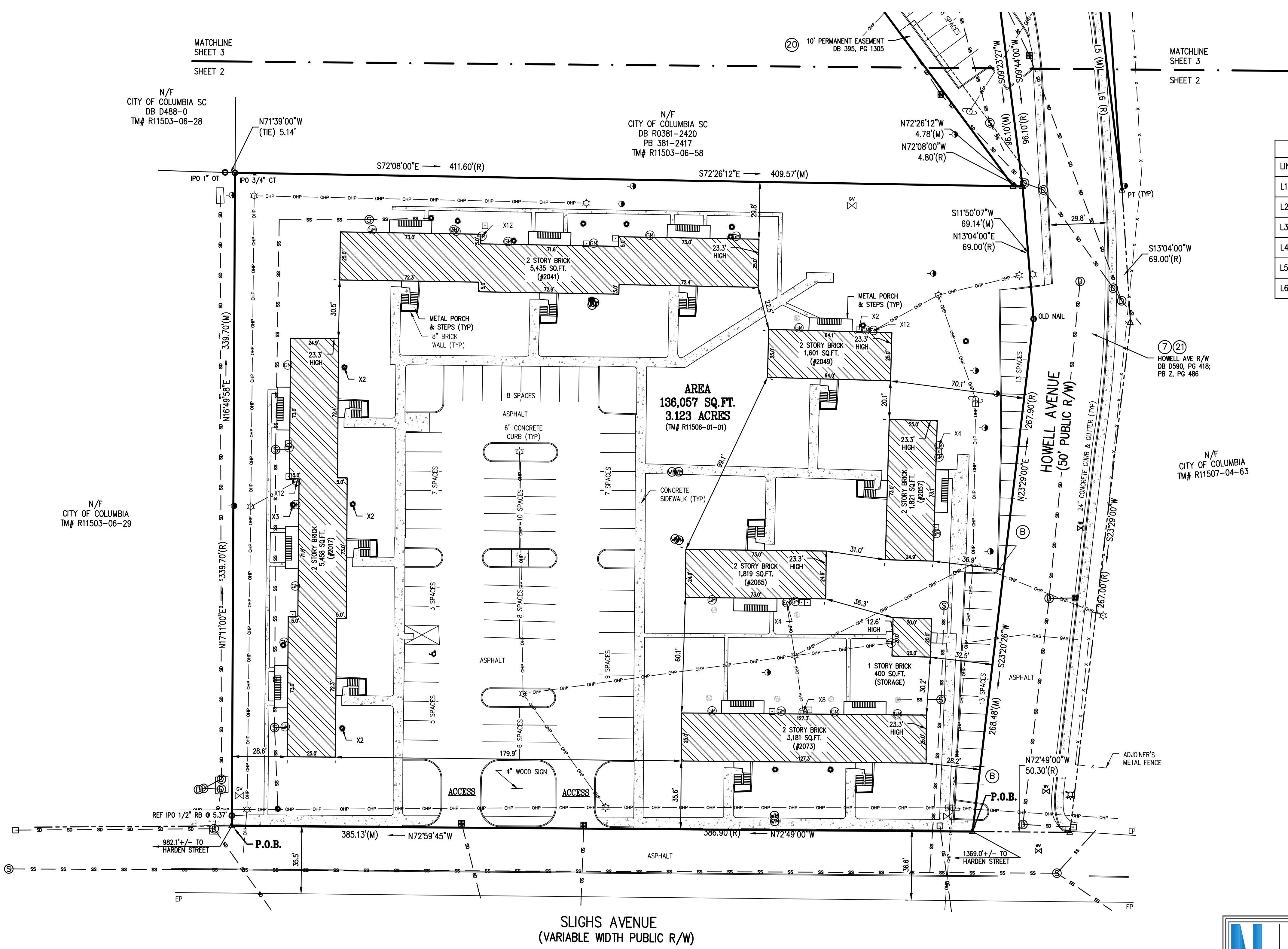
— UGT UNDERGROUND TEL

— W WATER LINE

— -- RIGHT OF WAY

CURVE TABLE				
CURVE #	LENGTH	RADIUS	CHORD BEARING	CHORD
C1(M)	58.60	109.25	S27°35'27"W	57.90
C2(M)	58.30	101.38	S26°07'27"W	57.50
C3(M)	58.60	118.03	S05°28'33"E	58.00
C4(M)	58.70	109.53	S05°27'33"E	58.00
C5(M)	84.60	158.55	N05°12'44"W	83.60
C6(M)	33.01	69.59	N05°13'44"W	32.70
C7(M)	29.00	50.30	N26°22'16"E	28.60
C8(M)	85.20	160.53	N27°51'18"E	84.21
C9(R)	58.60	109.25	S27°56'00"W	57.90
C10(R)	58.30	101.38	S26°28'00"W	57.50
C11(R)	58.60	118.03	S05°08'00"E	58.00
C12(R)	58.70	109.53	S05°07'00"E	58.00
C13(R)	84.60	158.55	N05°07'00"W	83.60
C14(R)	33.01	69.59	N05°08'00"W	32.70
C15(R)	29.00	50.30	N26°28'00"E	28.60
C16(R)	85.30	160.53	N27°56'00"E	84.30

LINE TABLE		
LINE #	BEARING	LENGTH
L1 (M)	S12°16'27"W	89.68
L2 (R)	S12°37'00"W	89.00
L3 (M)	S42°53'27"W	36.50
L4 (R)	S43°14'00"W	36.50
L5 (M)	N09°38'11"E	104.23
L6 (R)	N09°44'00"E	104.20



SHEET 2 OF 3

NV5

SURVEY • ZONING • ENVIRONMENTAL • ASSESSMENT

ALTA/NSPS LAND TITLE SURVEY

PREPARED FOR

PALMETTO TERRACE

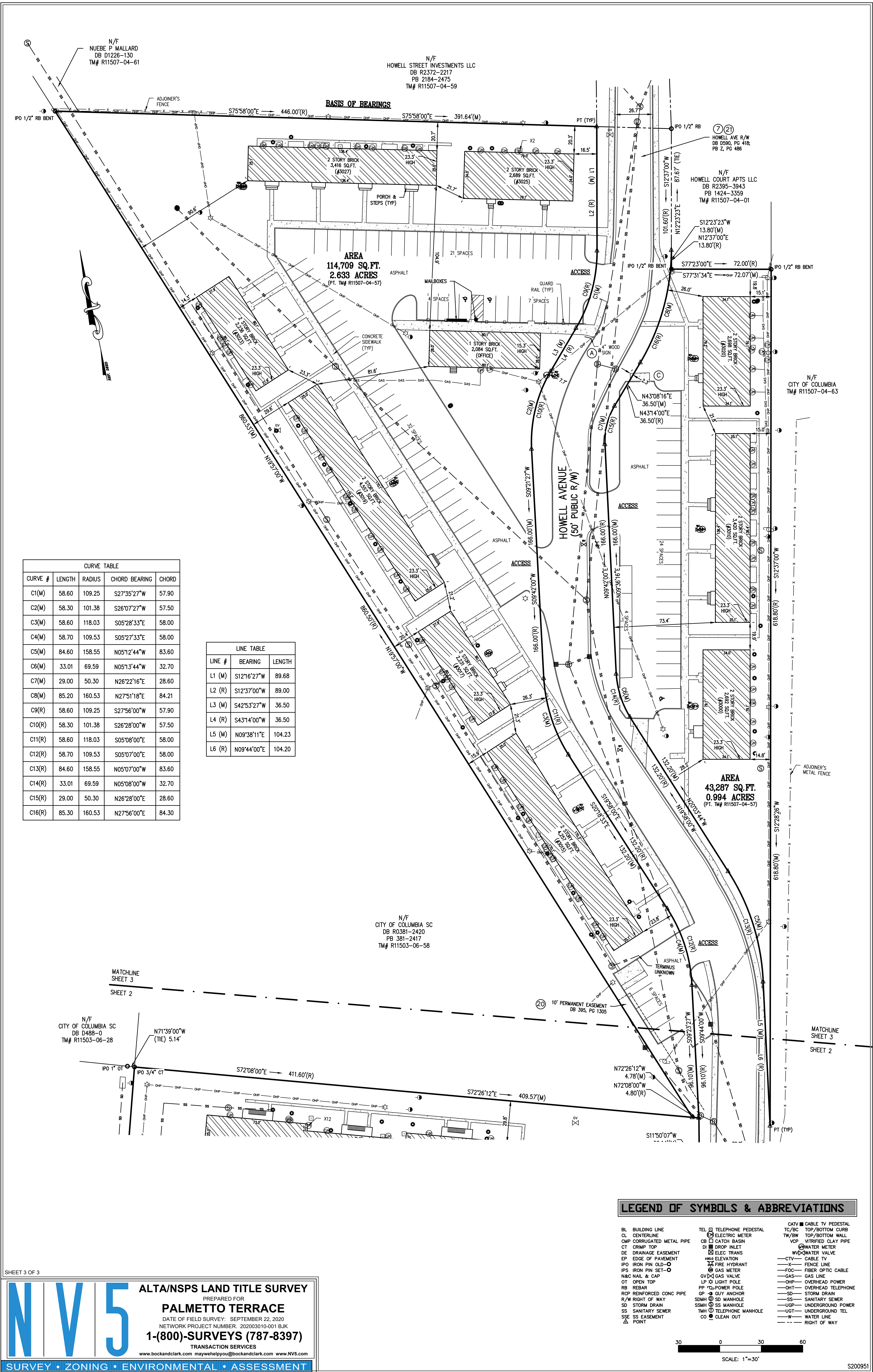
DATE OF FIELD SURVEY: SEPTEMBER 22, 2020

NETWORK PROJECT NUMBER: 202003010-001 BJK

1-(800)-SURVEYS (787-8397)

TRANSACTION SERVICES

www.bockandclark.com maywehelpyou@bockandclark.com www.NV5.com



Palmetto Terrace I – Columbia, SC
Source: Brian Neukam, Manager
Date: 11/19/2019



Subject Exterior



Subject Exterior



Subject Exterior



Subject Exterior



Subject Exterior



Subject Signage

Palmetto Terrace II – Columbia, SC
Source: Brian Neukam, Manager
Date: 11/19/2019



Subject Exterior



Subject Exterior



Subject Exterior



Subject Exterior



Subject Exterior



Subject Exterior

Palmetto Terrace I – Columbia, SC
Source: Brian Neukam, Manager
Date: 11/19/2019



View from Subject looking west on Slighs Avenue



View from Subject looking east on Slighs Avenue



Retail in Subject neighborhood



Commercial use in Subject neighborhood



Typical single-family home in Subject neighborhood



Typical single-family home in Subject neighborhood

Statement of Qualifications The Access Group LLC

Overview

The Access Group LLC is a privately-owned real estate investment company that buys, renovates, and operates apartment communities for low-income families. The firm presently owns 30 properties, including 27 subsidized buildings consisting of 2,300 apartment units located in fourteen states throughout the country.

Each of its properties is managed through its affiliated property management company, AGM Management LLC. AGM's staff consists of 70 qualified people who receive ongoing training and have extensive experience managing and maintaining affordable housing. The employees of AGM have a broad range of expertise in the areas of leasing and management, maintenance and construction, and accounting and reporting.

The firm also has an affiliated general contracting company, AGP Services Inc., which has completed significant renovations at over 30 multi-family projects. AGP has bonding capacity for garden-style apartment projects of almost any size.

The Access Group has established enduring relationships in the affordable housing industry with state housing finance agencies, lenders, institutional investors, contractors, suppliers, consultants and the US Department of Housing & Urban Development (HUD). For additional information about the company, visit www.accessgrouphousing.com.

Representative Projects

Early in 2018, the company acquired two government-subsidized projects from a single owner. One property, consisting of 135 apartment units, was financed with low-income housing tax credits and tax-exempt bonds issued through the Michigan State Housing Development Authority (MSHDA). The tax-credit equity investor was a division of Chemical Bank. The other project, consisting of 75 townhomes, was financed through a private lender, Walker & Dunlop, which had the loan insured by HUD through the FHA 223(f) loan program.

AGP Services Inc. performed a \$3.2 million renovation at the properties during 2018 and 2019. The renovation work included roof and window replacements, kitchen remodeling, new flooring, common area improvements, paving, elevator updates, HVAC installations, and landscaping.

Access Group Management Team

James D. Schubiner is the managing member of The Access Group LLC. He oversees the day-to-day activities of the company and leads the efforts of its acquisitions team. He is directly responsible for the due diligence, underwriting and negotiation for the firm's investments. He also has overall responsibility for ensuring that the firm's portfolio of 29 income-producing properties are performing. He holds

a Bachelor of Arts degree from the University of Michigan in Ann Arbor and a law degree from Loyola University School of Law in Chicago.

Lauren Wasserman is the Vice President of Operations and has been with The Access Group since 2009. She is responsible for developing and implementing companywide initiatives that position properties for steady financial performance. Prior to joining the firm, Lauren was an investment banking analyst at Citigroup Global Investment Bank. She graduated from Brown University in 2004 with a Bachelor of Arts degree in mathematics.

Scott Collins is the Vice President of Construction and has been with the company since 2009. Scott uses his background in architecture and his experience in general contracting to budget, plan and coordinate the significant property renovations for the company. He also establishes the preventative maintenance schedule for each asset and ensures that the properties are in safe, sanitary condition for residents. Scott has his Bachelor's degree in Architecture from Lawrence Technological University and is a licensed residential builder and an experienced project manager with a focus on multifamily projects. He also serves as a board member for the Planning Commission of the City of Hamtramck.

Becky Morgan is a Senior Regional Property Manager and has been with the company since 2012. She is responsible for ensuring compliance with HUD regulations and low-income housing tax-credit program requirements. Becky has certifications as a Certified Occupancy Specialist and a Tax Credit Specialist through the National Center for Housing Management.

Property Name	Address	City	State	Asset Type	Units	Year Built	Owned Since
Lincolnshire Redevelopment LDHA LLC	900-1 Boyd Drive	Albion	MI	Multifamily	81	1972	2015
Blue Lake Residences LP	7190 Progress Drive	Twin Lake	MI	Multifamily	70	1969	2004
Payne Hill LLC	511 Payne Hill Road	Jefferson Hills	PA	Multifamily	150		2002
Hillsdale Gardens LDHA LP	7 Graceland Drive	Hillsdale	MI	Multifamily	88	1973	2006
Laurel Woods LP	5110 Lindenwood Dr. West	South Beach	IN	Multifamily	100	1982	2005
Greentrees Limited Partnership**	725 US Highway 51 Bypass East	Dyersburg	TN	Multifamily	84	1982	2008
Heritage Court Apartments, LLC	1000 Heritage Court	Bellefontaine	OH	Multifamily	130	1969-72	2008
Royal Palms Housing, LLC**	5601 Royal Palms Street	Houston	TX	Multifamily	126	1963	2008
Webber Apartments LLC**	4830 Virgil Drive	Fort Worth	TX	Multifamily	120	1983	2008
Parker Heights, LLC	1505 Parker Drive	Charlotte	NC	Multifamily	100	1969	2009
Leechburg Apartments LLC	1803 Garden Drive	Pittsburg	PA	Multifamily	96	1974	2010
BWM APARTMENTS LIMITED DIVIDEND HOUSING ASSOCIATION LLC	2550 Grant	Alpena	MI	Multifamily & Senior	112	1970s	2010
Francis Street Manager LLC	212 Martin Luther King Avenue	Hattiesburg	MS	Multifamily	84	1969	2014
Taven Apartments LP**	1008 Marlar Road	Caruthersville	MO	Multifamily	76	1974	2011
Irongate Housing LLC	310 E 4th Avenue North	Aurora	MN	Multifamily & Seniors	78	1979	2013
Jeannette Housing LLC**	922 Evans Street	Pittsburg	PA	Multifamily	70	1976	2012
Cypress Glen Housing LLC**	605 Wisconsin Ave	Holton	KS	Multifamily	20	1981	2013
Forum Manor Housing LLC**	1421 Forum Drive Suite B-2	Rolla	MO	Multifamily	44	1981	2013
Knightsbridge Housing LLC**	501 Southwest Franklin Avenue	Topeka	KS	Multifamily	60	1980s	2013
Mulberry Court Housing LLC**	1500 North Cedar Street	Abilene	KS	Multifamily	37	1980s	2013
Tumbleweed Housing LLC**	727 Tumbleweed Ct	Lyons	KS	Multifamily	16	1980s	2013
Vantage Housing LLC**	1030 W College St	Wellington	KS	Multifamily	55	1980s	2013
Newton Housing LLC**	300 W 5th St # 1F	Newton	KS	Multifamily	45	1975	2014
Sand Hill Townhomes LDHA LLC	701 26th Street South	Escanaba	MI	Multifamily	75	1979	2018
West Highland Apartments LDHA LLC	2701 1st Avenue South	Escanaba	MI	Multifamily	135	1979	2018
Gardengate Apartments LLC	2611 Merritt Drive	Greensboro	NC	Multifamily	125	1979	2019
Barlinvis Apartments Urban Renewal LLC	2006 Beach Ave	Atlantic City	NJ	Multifamily	68	1971	2020
Beneva Redevelopment Limited Partnership	650 N Beneva Road	Sarasota	FL	Multifamily	40	1991	2020

Attachment: Palmetto Terrace (6548 : Resolution No.: R-2021-019 Palmetto Terrace Apartments Project)



We Are Columbia

MEETING DATE: March 16, 2021

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Bicycle Pedestrian Advisory Committee

**FUNDING SOURCE &
ORIGINAL BUDGET:**



We Are Columbia

MEETING DATE: March 16, 2021

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Board of Zoning Appeals

**FUNDING SOURCE &
ORIGINAL BUDGET:**



We Are Columbia

MEETING DATE: March 16, 2021

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Central Midlands Council of Government

**FUNDING SOURCE &
ORIGINAL BUDGET:**



We Are Columbia

MEETING DATE: March 16, 2021

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Columbia Prepares Advisory Committee

**FUNDING SOURCE &
ORIGINAL BUDGET:**



We Are Columbia

MEETING DATE: March 16, 2021

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Columbia Tree and Appearance Commission

**FUNDING SOURCE &
ORIGINAL BUDGET:**



We Are Columbia

MEETING DATE: March 16, 2021

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Midlands Authority for Conventions, Sports, and Tourism

**FUNDING SOURCE &
ORIGINAL BUDGET:**



We Are Columbia

MEETING DATE: March 16, 2021

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Administrative Policy Committee - The Honorable Edward H. McDowell, Jr.

**FUNDING SOURCE &
ORIGINAL BUDGET:**



We Are Columbia

MEETING DATE: March 16, 2021

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Affordable Housing Task Force - The Honorable Tameika Isaac Devine

**FUNDING SOURCE &
ORIGINAL BUDGET:**



We Are Columbia

MEETING DATE: March 16, 2021

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Tax Study Adhoc Committee - The Honorable Daniel J. Rickenmann

**FUNDING SOURCE &
ORIGINAL BUDGET:**



We Are Columbia

MEETING DATE: March 16, 2021

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

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

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

COVID-19



We Are Columbia

MEETING DATE: March 16, 2021

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

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

FUNDING SOURCE & ORIGINAL BUDGET:

PURPOSE:

Judith Maher v. COC
American Scrap Iron & Metal, LLC



We Are Columbia

MEETING DATE: March 16, 2021

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

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

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

Owens Field - Park and Stormwater Fees
Columbia-Richland 911 Communications