



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, MARCH 17, 2020

The Columbia City Council will conduct a Virtual Meeting on Tuesday, March 17, 2020 at 2:00 p.m. using Video Conferencing Technology. The Virtual Meeting will be streamed online at www.columbiasc.gov or www.youtube.com/user/ColumbiaSCGovernment. For additional meeting information please visit www.columbiacitysc.igmp2.com. You may also register at this site to post comments about items on the agenda. Comments posted about specific agenda items prior to 2:00 p.m. on Tuesday, March 17, 2020 will be read during the Public Comment segment of the meeting. For questions regarding the meeting portal, please contact the Office of the City Clerk at (803)545-3045 or cityclerk@columbiasc.gov.

CALL TO ORDER

INVOCATION

ADOPTION OF THE AGENDA

APPROVAL OF MINUTES

1. Council is asked to approve the March 10, 2020 City Council Meeting Minutes.

CITY COUNCIL DISCUSSION

2. Partnership with SCDOT – Millwood Repaving Projects (Phase 1 & 2) Gervais to Devine - Mr. John Fellows, Assoc. AIA, AICP, Planning Administrator; Ms. Krista Hampton, Director of Planning and Development Services; and Mr. Robert Anderson, Director of Public Works

SCDOT Funded Project

FISCAL YEAR 2020/2021 BUDGET WORKSHOP

3. General Fund Revenues - Ms. Missy Caughman, Budget and Program Management Director
4. Proposed Hospitality Tax and Accommodations Tax Budgets - Ms. Missy Caughman, Budget and Program Management Director
5. Priority Areas Within Basic City Services - Part I

Streets and Sidewalks - Mr. Robert Anderson, Public Works Director



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CONSENT AGENDA ITEMS 6 THROUGH 13

6. Council is asked to approve an increase to the Indefinite Delivery Contract for Fiscal Year 2019/2020 for Project SS7304; Wastewater Collection System Manhole Survey, as requested by Columbia Water. Award to Vaughn & Melton Engineers, Inc. in an amount not to exceed \$226,734.00. This firm has headquarters in Middlesboro, KY and a local office in Spartanburg, SC.

Funding Source: 5516221-638305. The original budget amount for this increase is \$226,734.00. The total revised contract amount is \$796,334.00.

7. Council is asked to approve a contract for Project SS7436; Darlington Street and Confederate Avenue Sewer Rehab, as requested by Columbia Water. Award to North American Pipeline Management, Inc. in an amount not to exceed \$322,184.50, which includes contingency. This firm is located in Marietta, GA.

This is a Mentor Protégé Program project. North American Pipeline Management, Inc. of Marietta, GA is the mentor and will be performing general project management and other services at 80.0% (\$234,316.00) of the total contract value. Southern Roots Landscaping Management, LLC of Columbia, SC is the protégé and will be performing pipe work, trucking, and restoration at 20.0% (\$58,579.00) of the total contract value.

Funding Source: 5529999-SS743601-658650. The original budget amount is \$549,560.00.

8. Council is asked to approve an agreement for Project SS7335-C; Force Main Easement Identification, as requested by Columbia Water. Award to Vaughn & Melton Consulting Engineers, Inc. in the amount of \$418,530.50. The firm is located in North Charleston, SC.

Vaughn & Melton of North Charleston, SC will complete Force Main Easement boundary identification, marking, and record locations for the City's entire Transmission System at 83% (\$347,380.32) of the total contract amount. This project has a Columbia Disadvantaged Business Enterprise (CDBE) participation goal of 17%. The CDBE goal has been met at 17%.

The following subcontractors will provide additional services/supplies:

Chao & Associates, a Minority Business Enterprise and CDBE of Columbia, SC will provide surveying at 17% (\$71,150.18) of the total contract amount.

Funding Source: 5516205-SS7335-C-638305. The original budget amount is \$200,000.00. The remaining balance of \$218,530.50 will be allocated through the 2020-2021 O&M budget.



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9. Council is asked to approve a contract for Project CP003403-SR8053; Main Street Intersections Improvements, as requested by Columbia Water. Award to AOS Specialty Contractors, Inc., a Disadvantaged Business Enterprise (Woman) and a Local Business Enterprise, in an amount not to exceed \$988,911.50, which includes contingency. This firm is located in Lexington, SC.

The following supplier will be providing additional materials:

W.M. Roebuck, Inc. of Lexington, SC will be providing specialization items at 47% (\$422,176.50) of the total contract value.

Funding Source: CP003403-SR8053. The original budget amount is \$988,911.50.

10. Ordinance No.: 2020-023 Authorizing the City Manager to execute a Contract of Sale, Deed and any other documents necessary to consummate the transfer of 6317 Azalea Drive, Richland County TMS #13810-01-16 from the City of Columbia (Community Development Department)

First reading approval was given on March 10, 2020.

11. Resolution No.: R-2020-014 Authorizing consumption of beer and wine only at the Wiese Biergarten Summer Solstice-Make Music Day in the Amphitheater Area of the Riverfront Park on Sunday, June 21, 2020 with a rain contingency date of Sunday, June 28, 2020
12. Resolution No.: R-2020-046 Authorizing consumption of beer and wine only at the Artista Vista Lincoln Street Tunnel Dinner on Saturday, April 18, 2020
13. Resolution No.: R-2020-048 Authorizing consumption of beer and wine beverages at the Lifting as We Climb Concert in the parking lot located between the Richland County Courthouse and City Hall on Saturday, September 26, 2020

ORDINANCES - FIRST READING

14. Ordinance No.: 2020-019 Granting an encroachment to 908-Scannell (Columbia), LLC for the use of right of way area of the 1300 block of Huger Street and 1300 block of Pulaski Street adjacent to 1101 Huger Street, 1300 Huger Street, 1310 Huger Street and 1320 Huger Street, Richland County TMS #09009-11-04 for sidewalks, driveways, landscaping and irrigation



We Are Columbia

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15. Ordinance No.: 2020-024 Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (Washington & Assembly, LLC, Richland County TMS # R09013-03-06, R09013-03-07, R09013-03-08, R09013-03-09, R09013-03-10, R09013-03-11, R09013-03-12, and R09013-03-13)
 16. Ordinance No.: 2020-025 Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (604 Huger, LLC, Richland County TMS #08914-01-06, TMS #08914-01-07, TMS #08914-01-08, TMS #08914-01-09, and TMS #08914-01-10)

RESOLUTIONS

17. Resolution No.: R-2020-044 Public Input on Closing and Transfer of an unopened portion of Hamrick Avenue adjacent to Richland County TMS #11204-02-06 and an unopened portion of Seabrook Street f/k/a Magnolia Avenue adjacent to Richland County TMS #11204-02-06 (Capital City Stadium)
18. Resolution No.: R-2020-049 Requesting the Richland County and Lexington County Magistrate Courts to Stay all Evictions Within the corporate limits of the City of Columbia due to the Emergency Situation Caused by SARS-CoV-2 (the Coronavirus)

PUBLIC COMMENTS

EXECUTIVE SESSION

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

Coronavirus Update

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

Chief Administrative Judge

City Manager and City Attorney Evaluations

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

Convention Center

Letter of Credit

Whitewater / Finlay Park

ADJOURNMENT



We Are Columbia

MEETING DATE: March 17, 2020

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Council is asked to approve the March 10, 2020 City Council Meeting Minutes.

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- MN_03_10_2020 (PDF)



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MARCH 10, 2020

WORK SESSION - 2:00 P.M.

The Columbia City Council conducted a Work Session on Tuesday, March 10, 2020 at City Hall, 1737 Main Street, Columbia, South Carolina 29201. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 2:06 p.m. and the following members of Council were present: The Honorable Sam Davis, The Honorable Howard E. Duvall, Jr., and The Honorable Daniel J. Rickenmann. The Honorable Mayor Pro-Tempore Edward H. McDowell, Jr. and The Honorable William Brennan were present remotely. The Honorable Tameika Isaac Devine joined the meeting remotely at 4:00 p.m. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore Hammond, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

INVOCATION

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

CITY COUNCIL DISCUSSION

1. Coronavirus Task Force Update - The Honorable Mayor Stephen K. Benjamin

Mayor Benjamin said we firmly believe that the responsible role of public sector leaders is always to err on the side of caution; to be thoughtful and judicious about what we say, how we say it, and when we say it; and to make sure that we do not cause unnecessary exposure and hysteria while at the same time underscoring the gravity of the matter before us. As we convened our first meeting of the Coronavirus Task Force last Friday, it was interesting to see the significant turnout of our public and private sector partners coming together to share best practices. It is completely different when you are dealing with an unknown and unseen threat that has claimed thousands of lives across the globe. We have seen it rise to epidemic and pandemic proportions in other parts of the world. We have seen significant cases on the West Coast and in New York City.

A few days ago, it wasn't a question of if it would affect the Midlands; it was when. Then when it did, what type of leadership would we show as a region and as a city at the heart of this region while trying to do everything we can to stave off the effects it has on our older citizens and those with underlying and preexisting medical conditions. We are going to continue to move down this path in which we model the type of behavior that we want others to model in terms of working to save lives. It is going to require constant communication and dialogue. We are learning something every few minutes and we must constantly share this information.



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I want to thank my colleagues on Council and our staff for moving quickly. We will have items up for a vote and there will be strong support, but also a wide range of opinions about how aggressively we need to move and about how grave the threat is. There is a great deal of consensus to work together to make sure we are doing all we can to protect the health, life, and safety of the people of Columbia and across the Midlands. In advance of our meeting last week, we already had protocols for how the City would have continuity in government to meet the needs of the people who rely on us every day.

We had not spent as much time talking about the seven of us who are in charge of policymaking and making sure we have systems in place that would allow for a resilient Council and allow us to continue providing services in the event something happens. I dialogued with every member of Council and we understood that it would require some degree of sacrifice including political sacrifice. It means a lot to a freshman councilmember like Mr. Brennan, our former Mayor Pro Tem and long term councilmember Ms. Devine, and our Mayor Pro Tem Mr. McDowell to not be in the Chamber right now as part of our formal responsibility to be present and accounted for. They made the decision in the interest of the greater good, to not be in the room. I want to thank them for their leadership.

For the three colleagues who joined me here today, we are going to work through this together. It will require the suspension of our typical rules that will remain in place until we see how things are going. It will give us the latitude to operate and continue doing the people's business, focusing on the essential items first. We will still take on the tough issues that will allow us to focus on the world post COVID-19, but we are going to do it with a spirit of cooperation. There are other decisions to be made as people inquire about large scale public events. We are going to rely heavily on our partners as we help them make those decisions. We look forward to constant engagement.

It is important that we all play a role in trying to halt the spread of the Coronavirus. That starts with putting systems in place and making sure we are that much more careful in how we conduct our personal business. We will do what is right, necessary, and proper to save lives. I want to thank the public for understanding. We will work out the kinks to allow for continued and constant accountability and participation. We are technologically advanced and we can make it happen.

Attachment: MN_03_10_2020 (5851 : Approval of Meeting Minutes)



**COLUMBIA CITY COUNCIL MEETING MINUTES
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2. Ordinance No.: 2020-027 - An Emergency Ordinance to temporarily suspend the normal operating procedures of City Council Meetings - *Approved*

Ms. Teresa Wilson, City Manager explained that it is the understanding of the City Manager and the City Attorney that due to the nature of COVID-19 and the implications thereof, the Mayor and Council requested discussions with staff yesterday regarding how to proceed with the continuance of governance at the City of Columbia, while taking into consideration the nature of exposure to citizens and employees unnecessarily. How can we come up with alternative ways of communicating and conducting business to allow our citizens to participate? We went into an analysis of getting that done. The Mayor and Council normally operate with all seven members present, when possible. We looked at what would be required for Council to continue to conduct business with four members of Council being present for the quorum and three members being present virtually or through a conference call. We have enacted this in anticipation of you all voting to put this in place today.

The other thing we discussed was the need for non-essential staff to be here. Oftentimes, you will see many department heads and others who have business on the City Council agenda and are available to brief Council. I am capable of doing that with the presence of Assistant City Managers. If this ordinance passes, you will find that Mr. Jeff Palen, Assistant City Manager/CFO will be present along with me and our City Clerk to record the business of the Council and a few other necessary staff members. We will streamline as requested. This ordinance will temporarily suspend your normal operating procedures of City Council meetings and allow us to do the things as I just described.

Mayor Benjamin added that under state law, public bodies are allowed to meet electronically. Under our rules, that has not been the case. We modified those rules a few years ago when one of our members was ill. We also have not allowed for participation in executive session discussions when someone is not physically present. There is a possibility that we may adhere to state law prospectively. We may have more teleconference meetings beyond a quorum being present in the room. Also, the issue around executive session discussions is another piece of the puzzle for our colleagues who are not in the room.

Councilor Duvall said we need to emphasize that executive session will change under this ordinance. The rules that we have in place allowed us to participate electronically, but doesn't allow councilmembers to participate in executive session when using electronic attendance. This will allow all of the available councilmembers to participate in executive session discussions, which are very important to the continuance of the business of this Council. It is not a huge change, but it will give us flexibility to carry on with the business of the City.



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Ms. Teresa Wilson, City Manager said we ask for the patience of the public. Our City Clerk has opened up the meeting portal for public comment and we will see how that works tonight. We ask for the public's patience as we try some new things. Our Public and Media Relations Director, Ms. Utsey has assured us that streaming is working and that all of the City's [social media] platforms are available to the public. The purpose behind what Mayor Benjamin has explained is to recognize the severity of what we are dealing with and also to encourage people to stay at home. They can still participate. We are trying to provide an opportunity for them to do so without having to physically be present at our meetings. Once Council takes action, we will immediately post this ordinance and disseminate it to all media outlets.

Councilor Duvall read the text of Ordinance No.: 2020-027 into the record. It can be viewed online at <https://www.columbiasc.net/city-council/ordinances/2020>.

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to approve Ordinance No.: 2020-027 - An Emergency Ordinance to temporarily suspend the normal operating procedures of City Council Meetings.

EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Mr. Rickenmann, Council voted unanimously to enter into Executive Session at 2:34 p.m. for the discussion of **Items 3** through **6**.

3. Receipt of legal advice related to matters covered by attorney-client privilege pursuant to S.C. Code §30-4-70(a)(2)
 - Coronavirus Update*
 - Stormwater Fees for Large Commercial / Industrial Sites*
4. Discussion of negotiations incident to proposed contractual arrangements pursuant to S. C. Code §30-4-70(a)(2)
 - Bull Street Parking*
 - Gills Creek Streambank Restoration*
 - 715 Bluff Road*
 - Convention Center*
 - Finlay Park*



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5. Discussion of matters relating to proposed location or expansion of services to encourage location or expansion of industries or other businesses pursuant to S.C. Code §30-4-70(a)(2)
*604 Huger, LLC
Washington & Assembly, LLC*
6. Discussion of the employment of an employee pursuant to S.C. Code §30-4-70(a)(1)
Chief Administrative Judge

COUNCIL MEETING - 6:00 P.M.

The Columbia City Council conducted a meeting on Tuesday, March 10, 2019 at City Hall, 1737 Main Street, Columbia, South Carolina 29201. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 6:05 p.m. and the following members of Council were present: The Honorable Sam Davis, The Honorable Howard E. Duvall, Jr., and The Honorable Daniel J. Rickenmann. The Honorable Tameika Isaac Devine, The Honorable Mayor Pro-Tempore Edward H. McDowell, Jr., and The Honorable William Brennan were present remotely. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore Hammond, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

PLEDGE OF ALLEGIANCE

INVOCATION

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

ADOPTION OF THE AGENDA

Upon a motion made by Mr. Duvall and seconded by Mr. Rickenmann, Council voted unanimously to adopt the agenda, subject to adding Resolution No.: R-2020-047 Requesting Prisma Health Provide Information regarding Sale of Medical Facilities.

Attachment: MN_03_10_2020 (5851 : Approval of Meeting Minutes)



**COLUMBIA CITY COUNCIL MEETING MINUTES
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RESOLUTION

7. Resolution No.: R-2020-030 Ratifying the Adoption of a new City Flag - *Approved*

Mayor Benjamin said Mr. Duvall had a great idea for a formal [flag] retirement ceremony. I still think we need to do something when the time is right. This is the people's flag that we are adopting as the official city flag. I want to give a huge thanks to the Columbia Design League, One Columbia for the Arts and Culture, Half-and-Half, and so many others that stepped up to make this process as comprehensive and inclusive as possible.

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to approve Resolution No.: R-2020-030 Ratifying the Adoption of a new City Flag.

8. Resolution No.: 2020-047 Requesting Prisma Health Provide Information regarding Sale of Medical Facilities – *Approved as amended.*

Councilor Rickenmann proposed an amendment to the resolution to require Prima Health to meet with senior staff to discuss their plans for Baptist Medical Center. The rumors of possible changes to Baptist are relevant to us, especially downtown. I want to make sure that is part of the discussion.

Mayor Benjamin said we need to add a discussion for both the Baptist campus and the Providence campus.

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to approve Resolution No.: 2020-047 Requesting Prisma Health Provide Information regarding Sale of Medical Facilities, as amended to require Prisma Health to meet with senior staff to discuss plans for Prisma Health Baptist Hospital and Providence Health.

APPROVAL OF MINUTES

9. Council is asked to approve the February 25, 2020 City Council Meeting Minutes.

Upon a motion made by Mr. Rickenmann and seconded by Mr. Davis, Council voted unanimously to approve the February 25, 2020 City Council Meeting Minutes.



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CONSENT AGENDA ITEMS 10 THROUGH 40

Councilor Duvall said the Cityworks Software is a very important piece of software that is used to coordinate work orders for the City of Columbia. We have it fully implemented on the sewer side and we are working to implement it on the water side. When it's fully implemented, it will give us the software and data we need to control the workflow process within the City of Columbia. I fully support this.

Upon a single motion made by Mr. Rickenmann and seconded by Mr. Davis, Council voted unanimously to approve the **Consent Agenda Items 10** through **40**.

10. Council is asked to approve TargetSolutions Software and User Fees, as requested by the Columbia Fire Department. Award to Municipal Emergency Services, as a Sole Source, in the amount of \$63,742.00. This vendor is located in Charlotte, NC - *Approved*

Funding Source; Fire Suppression - Software License (1012303-627510) and Fire Administration - County - Software License (2082301-627510), The original budgeted amount is \$63,742.00.

11. Council is asked to approve Contract Amendment #7 for City Video Camera Surveillance Services, as requested by the Columbia Police Department. Award to Statewide Security Systems, Inc. in the amount of \$69,360.00 through 07/31/2020. This firm is located in Columbia, SC. - *Approved*

Funding Source: 1012402-636600. The original budget amount for this amendment is \$69,360.00. The revised total contract amount is \$1,093,720.00.

12. Council is asked to approve the renewal of Cityworks Software and License Support, as requested by the Information Technology Services Department. Award to Azteca Systems, LLC, in the amount of \$100,000.00 for the current term of 1/15/2020 through 1/14/2021. This vendor is located in Sandy, UT. - *Approved*

Funding Source: Public Works Admin - Maintenance & Service Contract (1011124-638200) \$6,990.00; Forestry Horticulture - Maintenance and Service Contract (1011217-638200) \$7,500.00; Streets & Side Walks - Maintenance and Service Contract (1013201-638200) \$2,000.00; Traffic Operations - Maintenance and Service Contract (1013204-638200) \$3,000.00; Street Storm Drain - Maintenance and Service Contract (5534203-638200) \$1,500.00; Street - Water & Sewer Repair - Maintenance and Service Contracts (5513202-638200) \$2,000.00; Customer Service - Special Contracts (5511407-638300) \$3,000.00; Meter Reading - Maintenance and Service Contract (5516202-638200) \$15,000.00; Utilities Wastewater Maintenance -Software License (5516205-627510) \$49,010.00; Solid Waste Street Sweeping - Maintenance and Service Contract (5534408-638200) \$10,000.00. The original budget amount is \$100,000.00.



We Are Columbia

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13. Council is asked to approve a contract for the Emergency Operations Center Generator and Screen Wall - FEMA project, as requested by the Support Services Division. Award to Metro-Dwellings, LLC, a Minority Business Enterprise, in an amount not to exceed \$355,546.43. The vendor is located in Columbia, SC. - *Approved*

Funding Source: General Capital Projects (4039999-658650-CP105905). The original budget amount is \$461,351.00.

14. Council is asked to approve the purchase of two 2020 Ford Rangers for the Wastewater Maintenance Division, as requested by the Fleet Services Division. Award to Vic Bailey Ford, Inc., using the SC State Contract, in the amount of \$60,178.00. This vendor is located in Spartanburg, SC. - *Approved*

Funding Source: Utilities - Wastewater Maint. - Auto, Trucks, Heavy Equip - Capital (5516205-658500). The original budget amount is \$60,178.00.

15. Council is asked to approve the purchase of two Ford F250 Trucks for the Metro Wastewater Treatment Plant, as requested by the Fleet Services Division. Award to Vic Bailey Ford, Inc., using the SC State Contract, in the amount of \$63,488.00. This vendor is located in Spartanburg, SC. - *Approved*

Funding Source: Utilities - Metro Wastewater Plt. - Auto, Trucks, Heavy Equip - Capital (5516208-658500). The original budget amount is \$63,488.00.

16. Council is asked to approve the purchase of a Backhoe for the Street Division, as requested by the Fleet Services Division. Award to Company Wrench, LTD, using the SC State Contract, in the amount of \$87,053.35. This vendor is located in Lexington, SC. - *Approved*

Funding Source: Streets - Storm Drains - Auto, Trucks, Heavy Equipment - Capital (5534203-658500). The original budget amount is \$100,000.00.

17. Council is asked to approve the purchase and outfitting of 14 Chevrolet Malibus for the Columbia Police Department, as requested by the Fleet Services Division. Award to Love Chevrolet, using the SC State Contract, in the amount of \$305,844.56. This vendor is located in Columbia, SC. - *Approved*

Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment - Capital (6308972-658500). The original budget amount is \$305,844.56.

Attachment: MN_03_10_2020 (5851 : Approval of Meeting Minutes)



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18. Council is asked to approve the purchase of Heavy Equipment for the Parks & Recreation Department, the Traffic Engineering Division, and the Forestry Division, as requested by the Fleet Services Division. Award to multiple vendors, using the Sourcwell Cooperative Contract and SC State Contract, in the total amount of \$449,996.08. - *Approved*

Funding Source: Capital Replacement - Autos Trucks Heavy Equipment (6308972-658500). The original budget amount is \$449,996.08.

Department	Item	Vendor	Location	Total
Parks & Recreation	One (1) VO-255/260 Rear Versalift Bucket Truck	Versalift	Waco, TX	\$145,284.00
Traffic Engineering	One (1) 2020 Ford Super Duty F-550 Bucket Truck	National Auto Fleet Group	Watsonville, CA	\$137,200.14
Forestry Division	One (1) 2020 MV607 SBA Bucket Truck	Versalift	Waco, TX	\$167,511.94

19. Council is asked to approve the purchase of Pressure Relief Valve Repair Kits for the Lake Murray Water Treatment Plant, as requested by Columbia Water. Award to Ross Valve MFG Co., as a Sole Source, in the amount of \$61,536.08. This vendor is located in Troy, NY. - *Approved*

Funding Source: Utilities Lake Murray Water Plant - Small Hand Tools / Other Equipment (5516207-623100) \$17,000; Utilities Columbia Canal WTP - Small Hand Tools / Other Equipment (5516206-623100) \$16,000; Utilities Columbia Canal WTP - Pipe, Fittings, Hydrants (5516206-625700) \$37,000. The original budget amount is \$70,000.

20. Council is asked to approve Contract Amendment #3 for Project SS7306; Wastewater Collection Flow Monitoring Services, as requested by Columbia Water. Award to Woolpert, Inc. in the amount of \$110,640.00. This firm is located in Columbia, SC. - *Approved*

Funding Source: 5516221-638305. The original budget amount for this amendment is \$452,619.00. The revised total contract amount is \$452,619.00.

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21. Council is asked to approve Contract Amendment #5 for Project SS7337; East Rocky Branch Improvements Phase II, as requested by Columbia Water. Award to Hussey Gay Bell in the amount of \$165,000.00. This firm is located in Savannah, GA with a local office in Columbia, SC. - *Approved*

Funding Source: 5529999-SS733702-658650. The original budget amount for this amendment is \$165,000.00. The total revised contract amount is \$1,695,000.00.

This is a Clean Water 2020 Program Project and a Mentor Protégé Program Project. With this amendment, the Mentor, Hussey Gay Bell of Savannah, GA, with a local office in Columbia, SC, will provide engineering service assistance with the acquisition of easements, the realignment and redesign of approximately 1,500 linear feet of 42" gravity sewer. The Mentor will perform a total of 77.11% (1,307,000.00) of the revised contract value, which includes 80% (132,000.00) of the contract amendment. The Protégé, Civil Engineering of Columbia, SC, will provide assistance with construction administration and observation services. The Protégé will perform 20% (\$339,000.00) of the revised contract value, which includes 20% (33,000.00) of the contract amendment.

The following subconsultants are assisting with the overall contract, but will not provide additional services under this contract amendment:

Terracon Consultants, Inc. of Olathe, KS will provide geotechnical services at 1.24% (\$21,000.00) of the total revised contract amount.

MA Engineering Consultants, Inc. of Cary, NC will provide subsurface utility engineering services at 0.62% (\$10,500.00) of the total revised contract amount.

Environmental Permitting Consultants of Greenville, SC will provide environmental permitting services at 1.03% (\$17,500.00) of the total revised contract amount.

22. Council is asked to approve Contract Amendment #10 for Project SS685401; Wastewater Collection System Sewer Model and Capacity Assurance Program, as requested by Columbia Water. Award to Hazen and Sawyer in the amount of \$222,123.00. This firm is located in New York, NY with a local office in Columbia, SC. - *Approved*

Funding Source: 5516221-SS685401-638305. The original budget amount for this amendment is \$222,123.00. The total revised contract amount is \$3,264,395.00.

This is a Clean Water 2020 Program Project.

Attachment: MN_03_10_2020 (5851 : Approval of Meeting Minutes)



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23. Council is asked to approve a Contract for Project WM4389; Water Main Construction along Crestwood Drive, Southwood Drive, Hollywood Drive, and South Gregg Street, as requested by Columbia Water. Award to GH Smith Construction, Inc. in an amount not to exceed \$1,431,667.60, which includes contingency. This firm is located in Columbia, SC.
- *Approved*

Funding Source: 5529999-WM438901-658650. The original budget amount is \$1,431,667.60.

This is a Mentor Protégé Program project. GH Smith Construction, Inc., a Local Business Enterprise of Columbia, SC, is the Mentor and will be performing water line installation and other services at 47.0% (\$611,212.80) of the total contract value. Smoak Construction, LLC, a Disadvantaged Business Enterprise (Woman) and a Local Business Enterprise of Columbia, SC, is the Protégé and will be performing water line installation at 20.0% (\$260,303.20) of the total contract value.

The following suppliers will be providing additional services:

Fortiline Waterworks of Columbia, SC will be providing pipe and fittings at 21.9% (\$285,000.00) of the total contract value.

Martin Marietta of Columbia, SC will be providing rock/crusher run at 0.2% (\$3,000.00) of the total contract value.

Capital Concrete of Lexington, SC will be providing flowable fill and concrete at 8.2% (\$107,000.00) of the total contract value.

Sloan Construction of Columbia, SC will be providing asphalt at 2.3% (\$30,000.00) of the total contract value.

Super Sod of Columbia, SC will be providing sod at 0.4% (\$5,000.00) of the total contract value.

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

Adopt 2018 International Building Code - First reading approval was given on February 25, 2020.

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

Adopt 2018 International Fire Code - First reading approval was given on February 25, 2020.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MARCH 10, 2020**

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26. Ordinance No.: 2020-007 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Article 11, Building and Technical Codes, Division 3, Gas Code, Sec. 5-71, Adoption; conflicting provisions - *Approved on second reading.*
- Adopt 2018 International Fuel Gas Code - First reading approval was given on February 25, 2020.*
27. Ordinance No.: 2020-008 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Article II, Building and Technical Codes, Division 6, Mechanical Code, Sec. 5-131, Adoption; conflicting provisions - *Approved on second reading.*
- Adopt 2018 International Mechanical Code - First reading approval was given on February 25, 2020.*
28. Ordinance No.: 2020-009 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Article II, Building and Technical Codes, Division 4, Plumbing Code, Sec. 5-91, Adoption; conflicting provisions - *Approved on second reading.*
- Adopt 2018 International Plumbing Code - First reading approval was given on February 25, 2020.*
29. Ordinance No.: 2020-010 Amending Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Buildings and Building Regulations, Article II, Building and Technical Codes, Division 7, Property Maintenance Code, Sec. 5-151, Adoption; conflicting provisions - *Approved on second reading.*
- Adopt 2018 International Property Maintenance Code - First reading approval was given on February 25, 2020.*
30. Ordinance No.: 2020-011 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Article II, Building and Technical Codes, Division 9, International Residential Code for One and Two Family Dwellings, Sec. 5-191, Adoption; conflicting provisions - *Approved on second reading.*
- Adopt 2018 International Residential Code for One-and Two-Family Dwellings - First reading approval was given on February 25, 2020.*
31. Ordinance No.: 2020-012 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Article II, Building and Technical Codes, Division 5, Electric Code, Sec. 5-111, Adoption; conflicting provisions - *Approved on second reading.*
- Adopt 2017 National Electric Code (NFPA 70) - First reading approval was given on February 25, 2020.*
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We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MARCH 10, 2020**

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

First reading approval was given on February 25, 2020.
33. Ordinance No.: 2020-021 Granting an Easement to Dominion Energy South Carolina, Inc. along a portion of City-owned property identified as Richland County TMS#08913-13-01(Pacific Park) for the installation of power lines and appurtenances for the Church Street House Relocations; CF#250-497 - *Approved on second reading.*

First reading approval was given on February 25, 2020.
34. Resolution No.: R-2020-020 Authorizing consumption of beer and wine beverages only at the South Carolina Carnival in the 1800 block of Main Street between Laurel Street and Richland Street on Saturday, June 13, 2020 - *Approved*
35. Resolution No.: R-2020-024 Authorizing consumption of beer and wine beverages only at Outfest Columbia in the 1100 block of Park Street between Gervais Street and Senate Street on Saturday, June 6, 2020 - *Approved*
36. Resolution No.: R-2020-027 Authorizing consumption of beer and wine beverages only at the Palmetto Peanut Boil Fundraiser on September 26, 2020 with a rain contingency date of October 3, 2020 - *Approved*
37. Resolution No.: R-2020-029 Authorizing consumption of beer and wine beverages only at the Jam Room Music Festival in the 1400 block of Main Street, the eastern half block of the 1100 block of Hampton Street adjacent to Boyd Plaza, and Boyd Plaza on October 3, 2020 with a rain date contingency of Saturday, October 10, 2020 - *Approved*
38. Resolution No.: 2020-040 Authorizing consumption of beer and wine beverages only at the Columbia Food and Wine Kickoff Dinner at the Five Points Fountain on Thursday, April 23, 2020 - *Approved*

Attachment: MN_03_10_2020 (5851 : Approval of Meeting Minutes)



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MARCH 10, 2020**

39. Resolution No.: R-2020-041 Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for the CMA Contemporaries' Membership Event on Thursday, May 28, 2020 - *Approved*
40. Resolution No.: R-2020-045 Authorizing consumption of beer and wine beverages only at the LoCo Craft Beer Jam at City Roots Urban Farm in the 1000 block of Airport Boulevard between Jim Hamilton Boulevard and the north side of the entrance into Hunter Gatherer on Saturday, March 14, 2020 - *Approved*

ORDINANCE - FIRST READING

41. Ordinance No.: 2020-023 Authorizing the City Manager to execute a Contract of Sale, Deed and any other documents necessary to consummate the transfer of 6317 Azalea Drive, Richland County TMS #13810-01-16 from the City of Columbia (Community Development Department) - *Approved on first reading.*

Upon a motion made by Mr. Davis and seconded by Mr. McDowell, Council voted unanimously to give first reading approval to Ordinance No.: 2020-023 Authorizing the City Manager to execute a Contract of Sale, Deed and any other documents necessary to consummate the transfer of 6317 Azalea Drive, Richland County TMS #13810-01-16 from the City of Columbia (Community Development Department).

RESOLUTIONS

42. Resolution No.: R-2020-031 Authorizing the City Manager to execute an Amendment to Lease Agreement Extending Term of Lease for 715 Bluff Road for use as the Police Substation and Property Storage Facility - *Approved*

Councilor Rickenmann asked if the agreement is for a three-year term.

Ms. Teresa Wilson, City Manager said yes sir.

Upon a motion made by Mr. McDowell and seconded by Ms. Devine, Council voted unanimously to approve Resolution No.: R-2020-031 Authorizing the City Manager to execute an Amendment to Lease Agreement Extending Term of Lease for 715 Bluff Road for use as the Police Substation and Property Storage Facility.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MARCH 10, 2020**

43. Resolution No.: R-2020-039 Permitting the Fire Department to collect money for the Muscular Dystrophy Association (March 18, 2020-March 20, 2020) - *Approved*

Councilor Duvall said state law gives City Council the authority to allow collections in the right-of-way. I think it is unsafe for our people to be out there collecting money. It also brings other people to collect money in busy intersections.

Upon a motion made by Mayor Benjamin and seconded by Mr. Rickenmann, Council voted [6 to 1] to approve Resolution No.: R-2020-039 Permitting the Fire Department to collect money for the Muscular Dystrophy Association (March 18, 2020-March 20, 2020). Voting aye were Mr. Brennan, Mr. Rickenmann, Mr. McDowell, Ms. Devine, Mr. Davis, and Mayor Benjamin. Mr. Duvall voted nay.

44. Resolution No.: R-2020-043 Authorizing the City Manager to execute all closing documents necessary to consummate the purchase by the City of Columbia of approximately 3.4 acres known as Richland County TMS #09006-08-02 from Indigo Associates, LTD Partnership - *Approved*

Alternate water source project - Water and Sewer Funds.

Councilor Rickenmann asked the City Manager if this purchase will help us with the alternate water source for the future of our city.

Ms. Teresa Wilson, City Manager said yes it is an important parcel to get us closer to being able to provide that service.

Upon a motion made by Mr. Duvall and seconded by Mr. Rickenmann, Council voted unanimously to approve Resolution No.: R-2020-043 Authorizing the City Manager to execute all closing documents necessary to consummate the purchase by the City of Columbia of approximately 3.4 acres known as Richland County TMS #09006-08-02 from Indigo Associates, LTD Partnership.

CONSIDERATION OF MATTERS DISCUSSED DURING THE WORK SESSION

No matters were considered at this time.

CITY COUNCIL COMMITTEE REPORTS / REFERRALS

No reports or referrals were received at this time.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MARCH 10, 2020**

PUBLIC COMMENTS

There were no comments made at this time.

ADJOURNMENT

Mayor Benjamin said thank you to the staff, the public, and all of my colleagues here, but in particular to Mr. McDowell, Ms. Devine, and Mr. Brennan for making the sacrifice of not being here in person. Let's keep on doing the people's work and God bless you all.

Upon a motion made by Mr. Davis and seconded by Mr. Duvall, Council voted unanimously to adjourn the meeting at 6:23 p.m.

Respectfully submitted by:

Erika D. Moore, CMC
City Clerk

Attachment: MN_03_10_2020 (5851 : Approval of Meeting Minutes)



We Are Columbia

MEETING DATE: March 17, 2020

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: Partnership with SCDOT – Millwood Repaving Projects
(Phase 1 & 2) Gervais to Devine - Mr. John Fellows, Assoc.
AIA, AICP, Planning Administrator; Ms. Krista Hampton,
Director of Planning and Development Services; and Mr.
Robert Anderson, Director of Public Works

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Attracting & Retaining Talent, Connecting Our Community,
Enhancing Columbia's Neighborhoods, Innovative & High
Quality Municipal Services, Planning Together

PURPOSE:
SCDOT Funded Project

ATTACHMENTS:

- City Council MEMO 3-17.2020 Final with attachments and written comments (PDF)



We Are Columbia

MEMORANDUM

TO: City Council and City Manager
 From: John Fellows, Planning Administrator
 CC: Hampton, Gentry
 Date: March 6, 2020

RE: Partnership with SCDOT regarding SCDOT repaving and safety enhancement project for Millwood Avenue and public outreach

Why Millwood Ave?

In mid-2019, the South Carolina Department of Transportation (SCDOT) approached the City of Columbia to discuss a future repaving and safety modifications on Millwood Avenue between Gervais Street and Devine Street. In the past four years, there have been a total of 198 crashes on Millwood Avenue, resulting in 145 instances of property damage only, 50 injuries, and 3 fatalities (all 3 of which were pedestrians). To address this high level of collisions and the near-constant exceeding of the posted speed limit, SCDOT has recommended a reduction in the width of the travel lanes from approximately 16 feet to a more standard lane width for Millwood's urban location of approximately 11 feet wide. SCDOT reviewed the City's Walk Bike Columbia Plan that was adopted by City Council in 2015 and determined that this reduction in lane width would allow for the addition of 5 foot wide bike lanes on both sides of Millwood as recommended by that plan. These bike lanes would provide a dedicated area for cyclists to travel outside of the vehicular travel lanes and would provide an additional buffer between vehicular traffic and pedestrians on the sidewalks on Millwood Avenue. Consequently, City and SCDOT staff have worked together to develop plans that would accommodate bike lanes and other safety enhancements and have worked to inform the community of these efforts.

Scope of the Project:

Overall scope and history of the project:

Millwood Avenue has been the focus of a number of safety-related infrastructure projects in recent history. Following an increase of pedestrian fatalities on Millwood, particularly the portion of the corridor near Gervais Street, funding was secured to

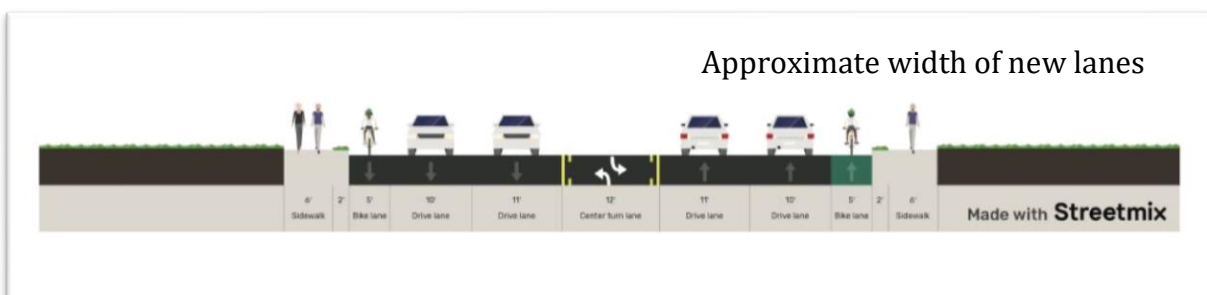
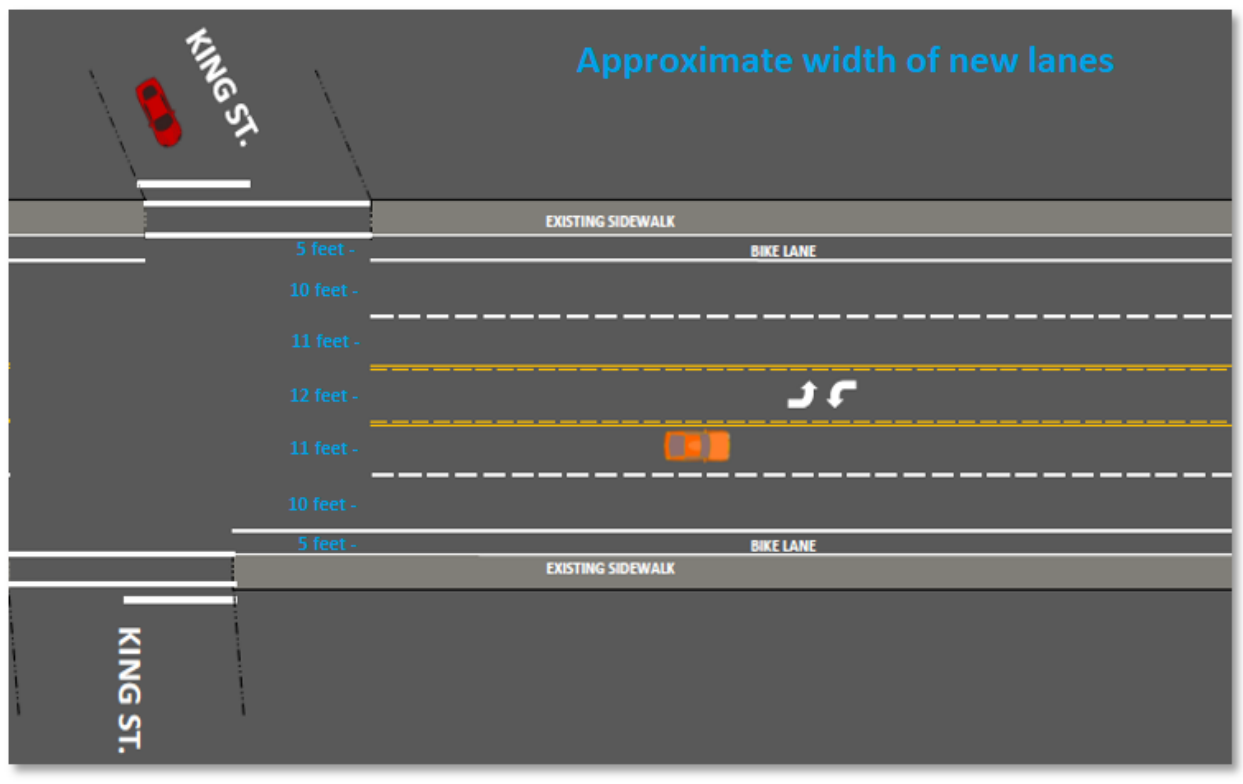
place a HAWK (High-Intensity Activated Crosswalk) pedestrian signal and high-visibility crosswalk near House Street. That HAWK signal was installed in July 2019.

Initially, this repaving and safety project for Millwood was scheduled for completion in 2023 by SCDOT's internal priority list. This project would resurface and restripe Millwood Avenue from Gervais Street to Devine Street. Following the installment of the HAWK signal, funding was provided by the Richland County Transportation Committee (CTC) to move a portion of the proposed resurfacing, bike lane installation and safety improvement project from Gervais Street to Gladden Street to 2020. The remaining resurfacing and bike lane installation from Gladden Street to Devine Street is currently slated to be completed in 2023.

Details of the project:

This project will be a complete resurfacing of Millwood Avenue, milling and removing the current surface and patching subsurface damage, and repaving with black asphalt. The current lanes which are approximately 16 feet wide will be reduced to approximately 11 feet wide and a central turn lane/median area will be put in place for the majority of the corridor. This reduction in lane width will provide an area for a 5-foot bike lane to exist. Lane markings will be constructed with reflective thermoplastic material.

- What will not change:
 - The proposed lane reconfiguration does not reduce the number of vehicular travel lanes or modify turning movements. There are currently two vehicular lanes in-bound and two vehicular lanes out-bound and a turn lane/median area. This configuration will be maintained following the completion of this project.
 - No changes to the overall width of the road (curb to curb) are proposed. No additional property will be acquired as part of this project.
 - No loss of on-street parking will occur, except for two spaces near the intersection of Millwood Avenue and Tree Street which is necessary to provide improved sight distances and safety.
 - The current crosswalks that exist will be retained in their current position.
- What will change:
 - Reduction of lane widths from approximately 16 feet wide to a standardized width of approximately 11 feet wide. This reduction of lane width has been proven to reduce speeds, increase vehicular safety, and provide a more defined area for drivers to travel.
 - 5-foot bike lanes will be provided from Gervais Street to Devine Street. These bike lanes will allow cyclists a dedicated lane to travel and will give pedestrian an additional buffer between vehicular travel lanes and the sidewalk.
 - Crosswalks will be provided on the cross-streets that run perpendicular to Millwood.



Outreach:

In an effort to inform the citizens who live near and use Millwood Avenue, City staff and SCDOT partnered to spread awareness of these improvements. These efforts included:

- Two neighborhood-focused meetings at MLK Park and Melrose Park
- One community-focused meeting at Dreher High School
- Mailing over 900 letters to property owners and residents on and near Millwood Ave.
- Placing temporary signage at intersections throughout the corridor
- Meeting with business owners on Millwood with the assistance of the City's Economic Development Department

- Aiding residents of the area in their efforts to hand out meeting flyers
- Contacting neighborhood presidents near Millwood
- Placing information on the City's website and social media platforms
- Releasing a number of press releases

Various City departments will continue to work with SCDOT throughout this project to ensure residents are informed about timing and scope of work on Millwood.

Feedback:

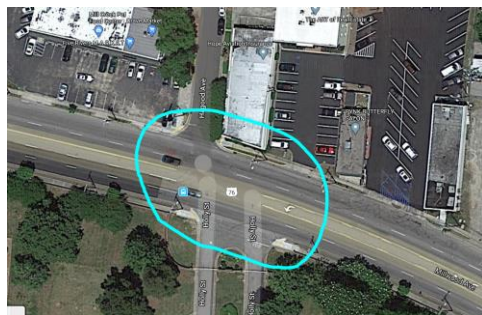
Feedback City and SCDOT staff received during this outreach process has been positive. Many residents are excited for the safety improvements and subsequent slower speeds along Millwood. Many are also excited about the opportunity for bike lanes to be placed along the corridor, seeing them as an opportunity to connect the corridor to other bike infrastructure and as additional safety measures for cyclists and pedestrians.

Some respondents commented on the desire for additional improvements on Millwood, such as green painted bike lanes to improve safety, bollards to further separate the bike lanes from vehicular lanes, the addition of planted medians and other landscaping, and concerns related to maintenance of the new road.

Items Under Consideration:

Based on public feedback, City and SCDOT staff have identified the following as modifications to the plans presented at the public meetings:

- Installation of crosswalks on all side streets perpendicular to Millwood. These crosswalks may be installed as a standard crosswalk (two parallel lines) or high-visibility (ladder-style crosswalks) based on SCDOT policy and project funding.
- Addition of two new crosswalks and pedestrian refuge areas crossing Millwood during Phase 2 of the construction. These would occur at the intersection of:
 - o Hagood Ave. and Holly St. (entry to Epworth Children's Home)



- Daly St. and Greenwood St. (a popular drop-off spot for students)



- Evaluation of current speed limits following Phase 2 of construction.

Additional comments are attached. Other items identified by the community for consideration may be incorporated based on feasibility, City and SCDOT policies, and additional funding.

Recommendation:

Staff recommends City Council support SCDOT's safety enhancement efforts on Millwood Avenue with the addition of 5 foot bike lanes, reduction of travel lane width, and other improvements.

Public Comments - February 19, 20, and 26 Meetings

Location	Date	Comment
MLK Park	2/19/2020	1. I would like to see the crosswalks along the side streets to be a ladder crosswalk like those crossing Millwood. It would help to alert drivers that there could be a pedestrian (and a cyclist for that matter) crossing in front of them. 2. Adding as many trees as possible along the corridor will further efforts to slow traffic down. 3. Pedestrian safe havens should be provided at House and Tree streets to give a safe place to stand should a pedestrian not be able to safely cross the street all at once. This could also be another area to alert motorists that there is a pedestrian crossing.
MLK Park	2/19/2020	The bike lanes are an excellent addition to Millwood. Consideration should be given to pushing the car parking away from the curb and placed the parking between the motor vehicle and bike lanes, thus creating an additional buffer between cars, bikes, and pedestrians improving overall safety. Additional consideration should be given to future bike signalization of the lighted intersection.
MLK Park	2/19/2020	We love the plan for the repavement and paint but work on Millwood is not done. We must find ways to beautify the corridor with more greenscaping and encourage businesses to locate there.
MLK Park	2/19/2020	Thank you Thank you Thank you. Bury the cables. Plant more trees. Enforce the speed limit. Encourage retail/get rid of halfway houses.
Melrose Park	2/20/2020	I like the plan to have bike lanes on both sides, this is mandatory! I would suggest making all crosswalks very visible, not just on main intersections such as is marked on Maple and Woodrow. Include on side streets such as Gladden and House.
Melrose Park	2/20/2020	I suggest that there be curbs between the vehicular traffic lanes and the bicycle lanes. This is what all expert traffic planners seem to advocate. Clearly it's safer and more attractive, therefore, to cyclists. Thank you very much.
Dreher	2/26/2020	I am fully in support of this project. Please consider pavement height near ADA crossings when resurfacing, as those newer crossings placed closer to Gervais fill with water during rain events due to poor drainage.
Dreher	2/26/2020	Thank you for another half assed project. The very minimum of safety improvements for cyclists possible. This bike lane will be unusable except for the most dedicated cyclists. John showed considerable concern for parked car mirrors and none for cyclists being clipped by cars. I was told you would only take small changes into account so I request you implement every safety improvement you can that is small. I assume that once the paint is down that will be zero.
Dreher	2/26/2020	I would like to see some landscaped medians. I understand that there are areas that would prohibit a turn into a business but you could do a 1-2 car cut out to allow turns to allow foliage in most of block- creating a visible break which is also proven to reduce speed. There is a current example on N. Main St in Greenville, SC. I would also like to switch the parking spaces and the bike lane. Thank you for the bike lanes!
Dreher	2/26/2020	Suggestions: 1. "Bikes may use full lane" signs at both ends. 2. Crosswalks at every intersection. 3. Narrow lanes further to 12' instead of 13' for added safety. 4. "Bikes may use full lane" signs tell drivers that cyclists may be ahead after the lane ends. 5. Regular maintenance to bike lanes. 6. Memorial funds for cyclists that get doored into traffic. 7. Startling lack of vision. Do better for your constituents.

Public Comments - February 19, 20, and 26 Meetings

Location	Date	Comment
Dreher	2/26/2020	The bike lanes and pedestrian safety improvements are an excellent addition to Millwood. They will be wonderful improvements making the roads safer for all users. SCDOT should consider placing the parking between the car lanes and bike lanes. Additionally, road crossings for the bike lanes should be marked with high visibility green paint to indicate to vehicle the bike lanes are present.
Dreher	2/26/2020	Excited about bike lanes and want to see more. Hopeful that more consideration is given to the safety of riders.
Dreher	2/26/2020	Can we please paint (green) the bike lanes to make them stand out? As you can see above and around I have children who bike and walk on this street and would appreciate the added safety. Thank you!
Dreher	2/26/2020	As a walking resident, I like the buffer of the bike lane. Thank you for trying! I'm sorry for the angry people. I do think the green color is a good idea, but the guy was mean/rude.
Dreher	2/26/2020	Please check timing of signal at Gervais and Millwood. In the morning the volume on Millwood has a very poor level of service. This could be improved by limiting the west bound traffic on Gervais which has NO back up. Sitting through 2-3 cycles on 378 when the Gervais movement has extra time than necessary is quite frustrating. PLEASE favor the volume on the State Route vs the higher demographics entering from the east.
Dreher	2/26/2020	Supportive of this project going forward. Encourage posting signs to remind residents/travelers that the second phase -is- happening in 2023 so it's clear why there's a delay. If this does well, is there a chance phase 2 would be reprioritized to an earlier date? Also appreciated the crash data that was shared and this would be helpful to evaluate improvements in crash counts phase 1 compared to future phase 2 during the gap period between phases. Encourage City to consider dedicated funding stream for street improvements so connectivity to other streets can be made more quickly. Encourage attention to enforcement of speed limit and debris removal along the side after implementation.
Dreher	2/26/2020	I strongly encourage better marking at the bike lanes by painting them green (or some other color). Paint is a relatively small cost for the benefit of protecting the lives of cyclists. A green path makes a clear message that this is not just a curb, rather a special path.
Dreher	2/26/2020	Thank you for keeping the street parking and median/turn/center lane. Thank you! I've been told that the lower end of Millwood has very old water and sewer lines. Have you looked at when the water lines will be replaced? And if there is a plan, is it possible to fix the water lines first that the new pavement will not be damaged/cut up for new water lines? (Are the water lines even under the road?)
Dreher	2/26/2020	When the 2023 portion of Millwood is undertaken, attention needs to be devoted to improving the pedestrian safety of Dreher High School students. Every weekday morning, students are walking/running across Millwood in heavy traffic at multiple points. It would be very helpful to have a dedicated (marked) pedestrian crossing near Butler/Carlisle Street- particularly given the planned additional of Starbucks, which will likely draw more students in that direction
Dreher	2/26/2020	Maintain bike lanes. Keep dumpsters and trash out of bike lanes. Ticket people who violate rules. Colored paint, particularly through intersections. Refuge islands for pedestrians.

Public Comments - February 19, 20, and 26 Meetings

Location	Date	Comment
Dreher	2/26/2020	I am not in favor of designating the lanes for bikes because the traffic is driving so fast. I feel maybe more stop lights and lowering the speed limit. I would not ride a bike on Millwood or Devine. Maybe installing traffic cameras would slow people down. Also installing crosswalks on the side streets would be a good idea
Dreher	2/26/2020	We want center plantings with turn openings to also slow down traffic. Thank you.
Dreher	2/26/2020	We need to really think how these lanes for bikes can be used. The idea is fine but practically, without real buffers between the street of cars and the bike lane it won't encourage many, if any, new cyclists. It might help to make bike lane paint a different color, green or something other than white. I would also suggest more funds be found to complete Millwood before 3 years and improve crosswalks significantly.
Dreher	2/26/2020	Paint the bike lanes green. Lives will be put in danger in these bike lanes- this is alarming. Could more space be used for center medians?
Dreher	2/26/2020	Instead of lowering the speed limit and creating bike lanes, could we increase the speed limit and level the extra lane as yard trash areas?
Dreher	2/26/2020	1. I like the bike lanes. 2. Have the Abbey Road from the Beatles album crosswalks also on the side streets instead of just the stripes. 3. More trees/shrubbery along Millwood. 4. Safe have landing spot at the hawk signal. 5. Rumble strip to be added on top of the bike lane.
Dreher	2/26/2020	Overall these plans will greatly improve safety on Millwood. It would be great if all crosswalks could be improved. I would be interested in seeing bike boulevards on parallel streets to improve safety for bicycles of all ages.
Dreher	2/26/2020	1. Would love to see every alternative explored in terms of protecting the bike lanes (look at Seville, Utrecht, Vancouver, etc). 2. If we absolutely cannot protect bike lanes, please consider painting the entire lane green. 3. Lower the speed limit. Move away from setting speeds based on what motorists want and start by asking what makes the pedestrians safest. 4. Protect the bike lanes... (read the studies that show unprotected bike lanes offer zero safety improvement statistically). 5. Also add more crosswalks. I had a hard time crossing Millwood to attend the meeting!
Dreher	2/26/2020	Generally quite supportive of the concept and details of this project. Maintenance of bike lanes (trash removal, etc) must be boosted over the status quo. Consider, at T-intersections, on the approach where a left turn is not needed, utilize the center lane at intersection for special pedestrian refuge. Definitely mark all crosswalks across side streets.
Dreher	2/26/2020	BIKE LANES YES! Please add more crosswalks. Add green paint to bike lanes at intersections. Add pedestrian islands in high pedestrian areas. Lower the speed limit to 30, or even 25! THANK YOU for this project, it is much appreciated and over due.
Dreher	2/26/2020	Yes on the bike lanes.

Public Comments - February 19, 20, and 26 Meetings

Location	Date	Comment
Dreher	2/26/2020	I am expressing -full support- of improving Millwood Ave, particularly in the aspect of adding bike lanes. I used to deliver sandwiches for Jimmy Johns, and used Millwood on a daily basis. Riding in traffic was terrifying but not necessary to make a living. Having bike lanes, and cars traveling slower than the typical 45-55 mph would be a -huge- improvement. This is also a passageway from Devine and the south end of Five Points that many of my co-workers would use to ride their bikes home as well, further south down Millwood past Gervais or Melrose Heights and Heathwood neighborhoods. Thanks!
Dreher	2/26/2020	Please make it safety with bike lanes, crosswalks, and lower speeds. Thank you.
Email	2/20/2020	I think adding some kind of rumble strip on top of the bike lane stripe would be a great safety measure for cyclists. That way a motorist would be quickly alerted that they have veered into the bike lane. I have seen this done in other parts of the country. Great job on the presentation. So glad SCDOT is partnering with the city and not lone wolfing it like they usually do. Thanks.
Email	2/28/2020	Good morning, My feedback is all positive. I appreciate the thought, planning, and design presented to the public. Bravo - we need not lose another life in this precious city of ours. I believe the design will improve safety, beauty and functionality of this busy road. The high school will also benefit. Folks will just have to leave for work a tad earlier. Thank you very much for your hard work and the opportunity to comment.
Email	3/2/2020	Greetings! I travel Millwood often and want it to be be safer for all users. I support new bike lanes, more crosswalks, and a lower speed limit. Thank you for listening to my input.
Email	3/2/2020	I support Millwood bike lanes. Bike lanes would be transformative for the small businesses along that stretch of road, and it would be safer for my stepdaughter, who starts Dreher next year!
Email	3/2/2020	I would like to show my support for bike lanes on Millwood. I believe our city needs to do more to make our roads bicycle friendly and would encourage you to take steps to help those of us who choose to ride our bicycles. The lanes not only help cyclists but will also help encourage people to ride bicycles instead of cars. This helps both the carbon footprint and eases congestion on city streets.
Email	3/2/2020	I hope you will take these steps to help our city.
Email	3/2/2020	Hello as a a resident of the Melrose heights neighborhood and an avid biker the proposed changes to Millwood Avenue would directly impact my daily commute. I want Millwood to be SAFER for all users. I support new bike lanes, more crosswalks, and a lower speed limit urge the planning committee to implement protected bike lanes as recent studies have shown they decrease the overall traffic fatality rate of the city.
Email	3/2/2020	Thanks!

Public Comments - February 19, 20, and 26 Meetings

Location	Date	Comment
Email	3/2/2020	Good morning, I am writing to express my support for the proposed redesign of Millwood Avenue, including narrower vehicle lanes, creation of a bike lane and crosswalks, and lowering of the speed limit. As a Shandon resident who uses Millwood Ave. regularly, my support is primarily based in safety. The evidence supports the fact that each of the proposed changes will create a safer road for all uses. It will also be appropriate for the downtown, urban character of the area, which already has demand for walkability. Please approve the redesign to make Columbia an even better city! Special thanks to the city's transportation planners who have come up with an excellent proposal to make quick and effective changes that will have a critical impact.
Email	3/2/2020	Thank you very much
Email	3/2/2020	As someone who has visited multiple Millwood Avenue businesses on an almost weekly basis over the past six years, I would like to make a suggestion. Is there any way to educate the people living in the Millwood Ave corridor about proper pedestrian behavior? Is there a way to hold classes, send out flyers, or conduct some kind of education plan about pedestrian basics (cross at the corner, look both ways, understand who has the right of way, etc.). I think government operates under two false assumptions. The first is that everyone was taught how to properly cross a street. Based on pedestrian behavior, it is obvious that in some communities, the basics of street -crossing are either ignored or were never taught. The second is that all cars are evil and all pedestrians are holy. Modern American society could not function without passenger vehicles. Drivers do not want to hit pedestrians. While foot traffic adds to community vitality, pedestrians are not without responsibility. For the Millwood Avenue corridor to be safer, there needs to be cultural as well as structural changes.
Email	3/5/2020	The addition of bike lanes and pedestrian improvements are long overdue. While I wish the parking was being placed between the car and bike lanes to serve as a buffer, add these improvement will be good for business and the surrounding neighborhoods. The Bike lanes: crosswalks, lower speed limit. Make Millwood SAFER for all road users. This is good first step for Columbia. Now please start looking into using more Transit Alternative program funds so projects like this can be completed in on single phase over a month or two. Versus year for this one.

Public Comments - February 19, 20, and 26 Meetings

Location	Date	Comment
Email	3/6/2020	Thank you City of Columbia and SCDOT for considering improving the safety on Highway 378/Millwood Avenue and engaging the public to determine the best course of action during the repaving process. South Carolina and Columbia lag far behind many other states and major cities around the world, so it is essential SCDOT and the City of Columbia ensure our transportation network includes complete streets, where all modes of transit—people walking, people on bicycles, people in buses, and people in cars—are considered. While narrowing Millwood Ave. lanes to 11 feet wide, adding a dedicated turning lane, and adding a 4-foot bike lane in each direction are slight improvements to the currently dangerous design, the proposed configuration in its current form is still an auto-oriented design that continues to place people walking or on bicycles in unacceptable danger and risks shifting liability of collisions to those riding bicycles. While the current plan is better than doing nothing, the re-striping plan should be changed, potentially at little cost, to ensure people on bicycles are buffered or separated from both high-speed car traffic and the unexpected opening doors of parked cars. Pedestrians should also be prioritized over vehicles with clearly-marked, zebra-striped, mid-block crossings and intersection crosswalks that do not require people to push a “beg button” to wait 20+ seconds to cross.

Public Comments - February 19, 20, and 26 Meetings

Location	Date	Comment
Email:Continued from above	3/6/2020	<u>Continued from above:</u> Recommendations: 1. Narrow vehicle travel lanes to 10-feet for this urban road, not the proposed 11-foot width: • Why 12-foot Traffic Lanes are Disastrous for Safety and Must be Replaced Now https://www.citylab.com/design/2014/10/why-12-foot-traffic-lanes-are-disastrous-for-safety-and-must-be-replaced-now/381117/ • The Magic Bullet of Road Design Is Narrower Lane Widths https://www.livablestreets.info/the_magic_bullet_of_road_design_narrower_lane_widths • The Influence of Lane Widths on Safety and Capacity: A Summary of the Latest Findings https://bespalovdotme.files.wordpress.com/2016/04/lane_widths_on_safety_and_capacity_petrtsch-2.pdf • 10-foot vs. 11-foot vehicle lanes would add five more feet of space for bicycle lane buffer zones. • Changing the speed limit alone will not likely influence drivers to slow down; design is critical, and drivers will speed to the level at which they feel comfortable—especially if not enforced. SCDOT’s “traditional” way of determining speed limits, as highlighted during the Dreher High School public meeting, is an outdated, unsafe way to set speed limits. 2. Protect (preferred) or buffer bicycle lanes on Highway 378/Millwood Avenue. • Physically protected bike lanes should be the priority. • Drivers pass cyclists about 1.25 feet closer when they’re in painted bike lanes compared to streets with no bike infrastructure: https://www.curbed.com/word-on-the-street/2019/5/10/18527503/bike-lanes-red-cup-project. This squeezes people on bicycles even closer to the debris-filled gutters or “door zone” or parked cars. • If SCDOT and City of Columbia do not prioritize physically protected bike lanes, then at least consider striped buffers on each side of the bicycle lane (example in image below) to ensure wandering vehicles and rapidly-opening doors of parked cars do not injure or kill people on bicycles.

Public Comments - February 19, 20, and 26 Meetings

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Public Comments - February 19, 20, and 26 Meetings

Location	Date	Comment
Email:Continued from above	3/6/2020	<u>Continued from above:</u> 5. Reduce speed limits on Millwood to 30 mph or less, and enforce it. • With no red lights, travel time on the 1.4-mile section of Millwood St. from Gervais to Devine at 35 mph is 2 minutes and 48 seconds. At 30 mph, it takes 3 minutes and 22 seconds. How much value do you place on human lives in exchange for shaving off 34 seconds of your commute? The difference in potential injury or death is exponential at these speeds. According to https://www.sciencedirect.com/science/article/abs/pii/S000145751200276X, results show that the average risk of a struck pedestrian sustaining an injury of Abbreviated Injury Scale 4 or greater severity reaches 10% at an impact speed of 17.1 miles per hour (mph), 25% at 24.9 mph, 50% at 33.0 mph, 75% at 40.8 mph, and 90% at 48.1 mph. The average risk of death reaches 10% at an impact speed of 24.1 mph, 25% at 32.5 mph, 50% at 40.6 mph, 75% at 48.0 mph, and 90% at 54.6 mph. Risks varied by age. For example, the average risk of death for a 70-year-old pedestrian struck at any given speed was similar to the average risk of death for a 30-year-old pedestrian struck at a speed 11.8 mph faster. See a graphical depiction here: https://usa.streetsblog.org/2016/05/31/3-graphs-that-explain-why-20-mph-should-be-the-limit-on-city-streets/

Public Comments - February 19, 20, and 26 Meetings

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Public Comments - February 19, 20, and 26 Meetings

Location	Date	Comment
Email	3/6/2020	To Whom it May Concern, I am sending this to express full support of the bike lanes on Millwood Ave. I also think they could be vastly improved compared to the original designs with relatively little effort and would serve in the long run in a much more sensible way. Attached you will find what a friend of mine sent since it was so well put with sources cited. Please consider!... "Thank you City of Columbia and SCDOT for considering improving the safety on Highway 378/Millwood Avenue and engaging the public to determine the best course of action during the repaving process. South Carolina and Columbia lag far behind many other states and major cities around the world, so it is essential SCDOT and the City of Columbia ensure our transportation network includes complete streets, where all modes of transit—people walking, people on bicycles, people in buses, and people in cars—are considered. While narrowing Millwood Ave. lanes to 11 feet wide, adding a dedicated turning lane, and adding a 4-foot bike lane in each direction are slight improvements to the currently dangerous design, the proposed configuration in its current form is still an auto-oriented design that continues to place people walking or on bicycles in unacceptable danger and risks shifting liability of collisions to those riding bicycles. While the current plan is better than doing nothing, the re-striping plan should be changed, potentially at little cost, to ensure people on bicycles are buffered or separated from both high-speed car traffic and the unexpected opening doors of parked cars. Pedestrians should also be prioritized over vehicles with clearly-marked, zebra-striped, mid-block crossings and intersection crosswalks that do not require people to push a “beg button” to wait 20+ seconds to cross.

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Email	3/6/2020	Hello, I recently attended the Millwood resurfacing public meeting. I not only wanted to say that they should not only be built, but improved to include physical barriers, or at the very very least have a buffer zone to save people's lives while riding bikes. Please make them protected and therefore much more attractive! No one needs to get killed because of a distracted driver. It's time for Columbia to become a modern city with modern safety infrastructure! Thank you so much!

Informational Community Meeting

SCDOT and the City will share plans for improving
Millwood Avenue from Gervais Street to Devine Street.

COMMUNITY MEETINGS

**Wednesday, February 26,
Dreher High School
Cafeteria | 5:30-7:30 P.M.**

ABOUT THE PROJECT

SCDOT has plans to repave Millwood Avenue in the near future, in two phases. Phase One is scheduled for Summer 2020 and repaving will start at Gervais Street and continue southwesterly towards Gladen Street. Phase Two will begin where Phase One leaves off and will continue to Devine Street.

In mid-2019 SCDOT approached the City of Columbia with a partnership opportunity to improve safety along Millwood Avenue for all users. Staff of both agencies worked together to develop an alternative striping plan to accompany the resurfacing project. SCDOT and the City are hosting this informational meeting to engage with the community about the project.

FOR MORE INFORMATION:

Web: www.Columbiasc.gov

Phone: 803.545.3222

Email: transportationplanning@columbiasc.gov

Image: Quackenbush Architecture + Planning

City of Columbia, SC | columbiasc.gov

ABOUT THE INFORMATIONAL MEETING

This project is a partnership between SCDOT and the City of Columbia. The community informational meeting will be set up with a series of stations to present safety changes and improvements of Millwood Avenue from Gervais Street to Devine Street that would occur along with the repaving of Millwood Avenue by SCDOT. During this meeting, SCDOT and City staff will be on hand to answer questions and receive comments about the project. **A brief introductory presentation(s) (5-10 min) will occur at 5:45pm and 6:45pm.**

ABOUT THE IMPROVEMENTS

The lane improvements will create more effective lane widths throughout the corridor in an effort to increase safety for all users.

- Reducing lane widths to a standardized width decreases speeding.
- The proposed lane reconfiguration does not reduce the number of vehicular travel lanes.
- No changes to the overall width of the road (curb to curb) are proposed.
- With the above noted changes bike lanes would also be provided from Gervais to Devine.
- No loss of on-street parking would occur, except for two spaces near the intersection of Millwood and Tree to provide safety improvements at the transit stop and create better sight distances.



South Carolina Department of Transportation | www.scdot.org

19, 20

Informational Neighborhood Meetings

SCDOT and the City will share plans for improving
Millwood Avenue from Gervais Street to Devine Street.

Three Meeting Options:

Wednesday, February 19 - MLK Park
(2300 Greene Street)

Thursday, February 20 - Melrose Park
(1500 Fairview Rd)

- All meetings will be 6:00-7:30 P.M.

ABOUT THE PROJECT

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City of Columbia, SC | columbiasc.gov

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South Carolina Department of Transportation | www.scdot.org

DEPARTMENT OF PLANNING

PAVEMENT STREET MARKINGS

ALONG

MILLWOOD AVE



PLANNING & DEVELOPMENT
SERVICES Director
KKRISTA HAMPTON

CITY MANAGER
TERESA WILSON

CITY COUNCIL
SAM DAVIS
TAMEIKA I. DEVINE
MOE BADDOURAH
HOWARD DUVAL, JR.
EDWARD McDOWELL, JR.
DANIEL J. RICKENMANN

MAYOR
STEVEN K. BENJAMIN



DRAWING INFORMATION	
DESIGNED BY:	NEH
DRAWN BY:	NEH
BOOK NO:	XXXX
DATE:	11/13/2019
PROJECT NO:	BIKE PATH
SHEET NO:	1 OF 10

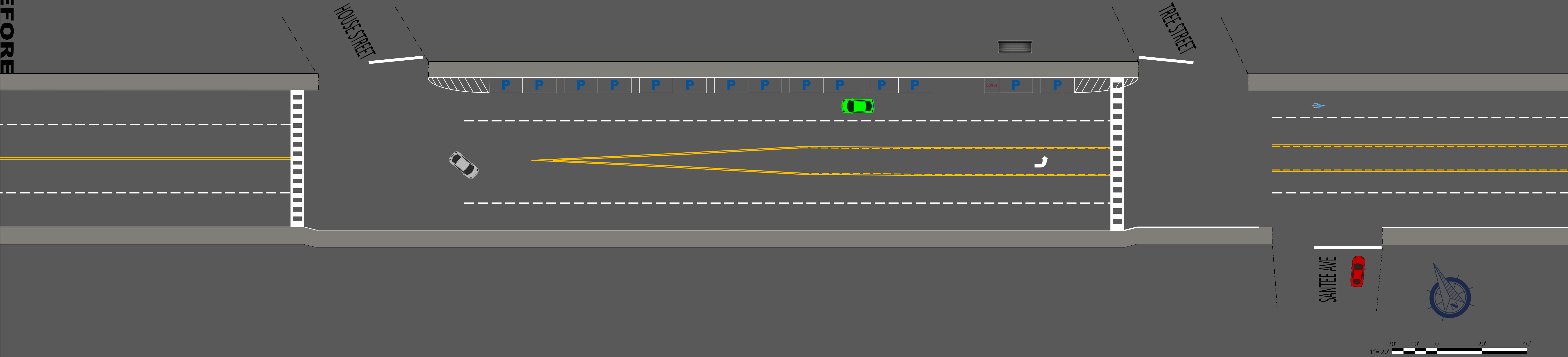
Attachment: City Council MEMO 3-17-2020 Final with attachments and written comments (9829 - Partnership with SCDOT - Millwood Repaving Projects (Phase 1 &2) Gervais to Devine)



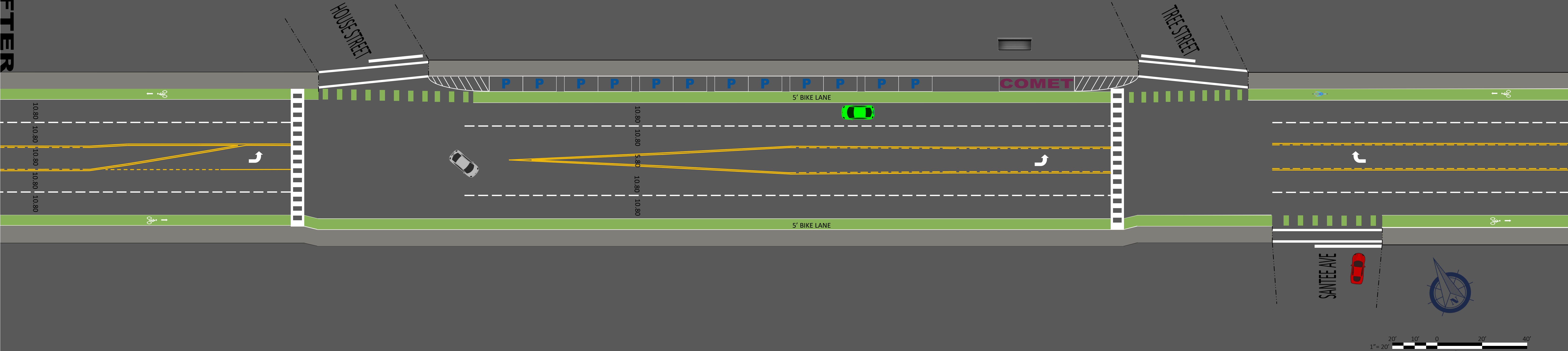
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COVER
PLAN AND PROFILE

BEFORE



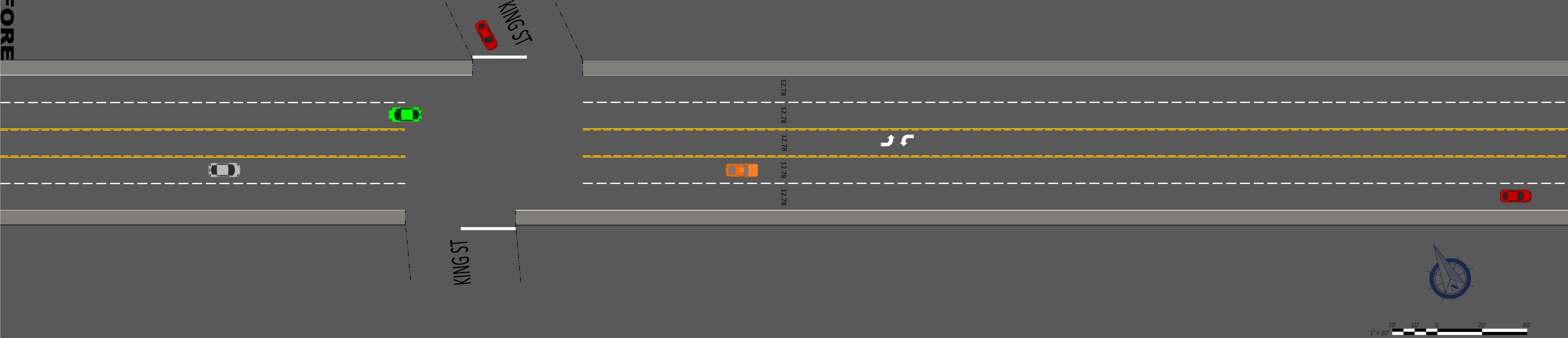
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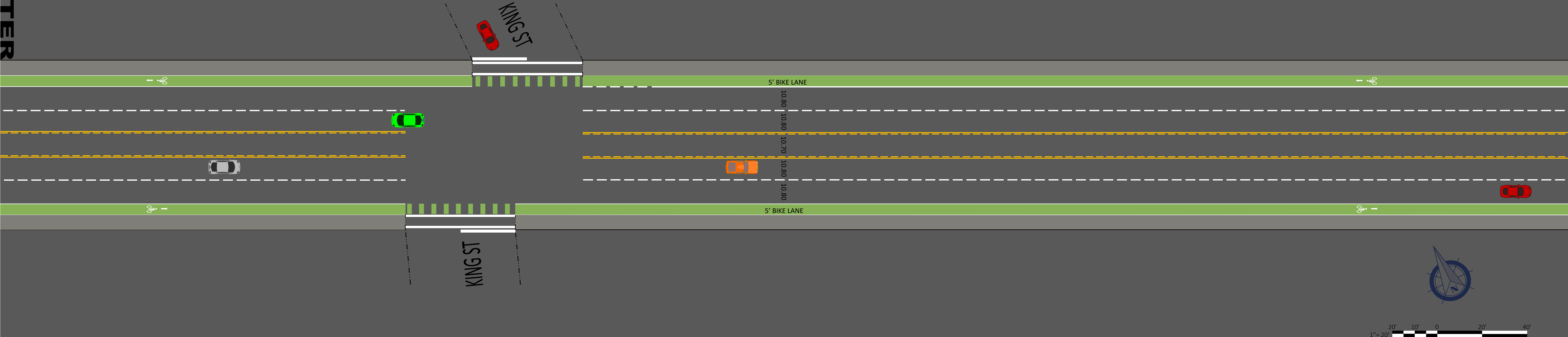
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DRAWING INFORMATION	
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DRAWN BY:	NEH
BOOK NO:	XXXX
DATE:	11/13/2019
PROJECT NO:	BIKE PATH
SHEET NO:	

BEFORE



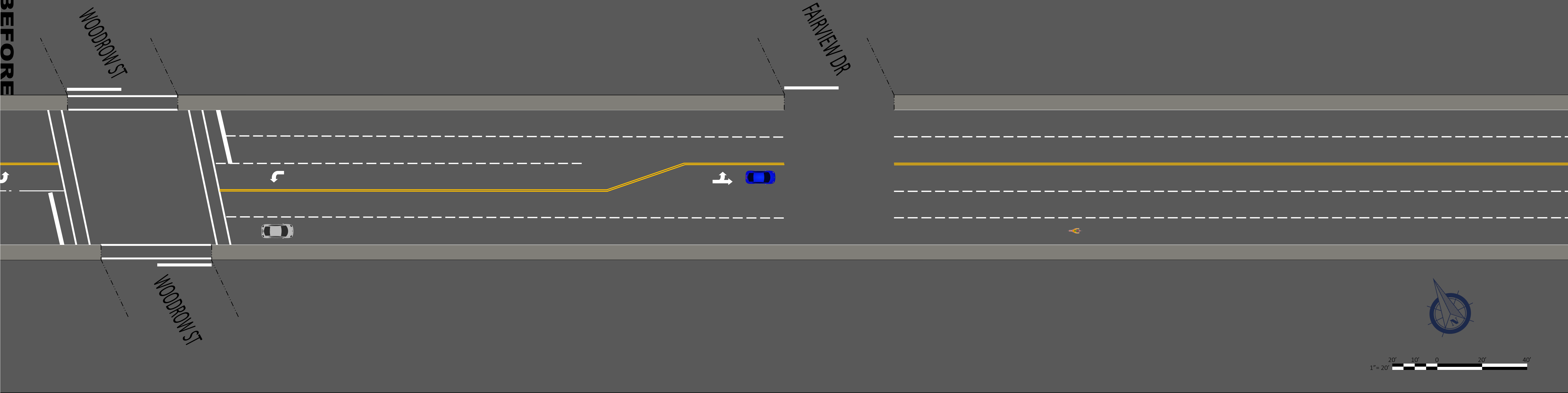
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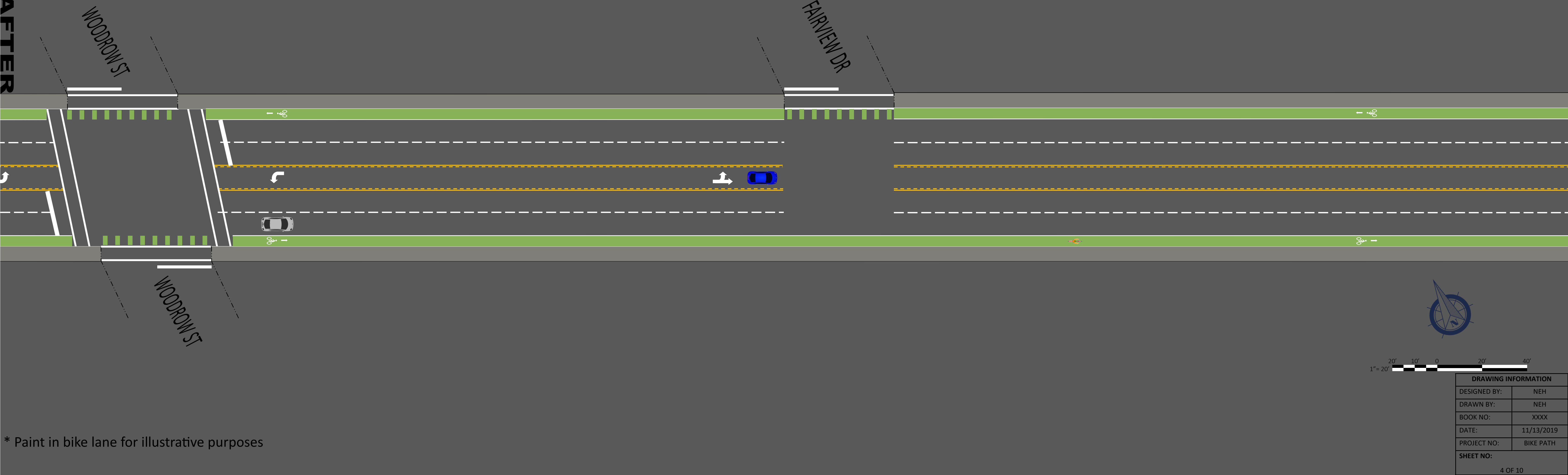
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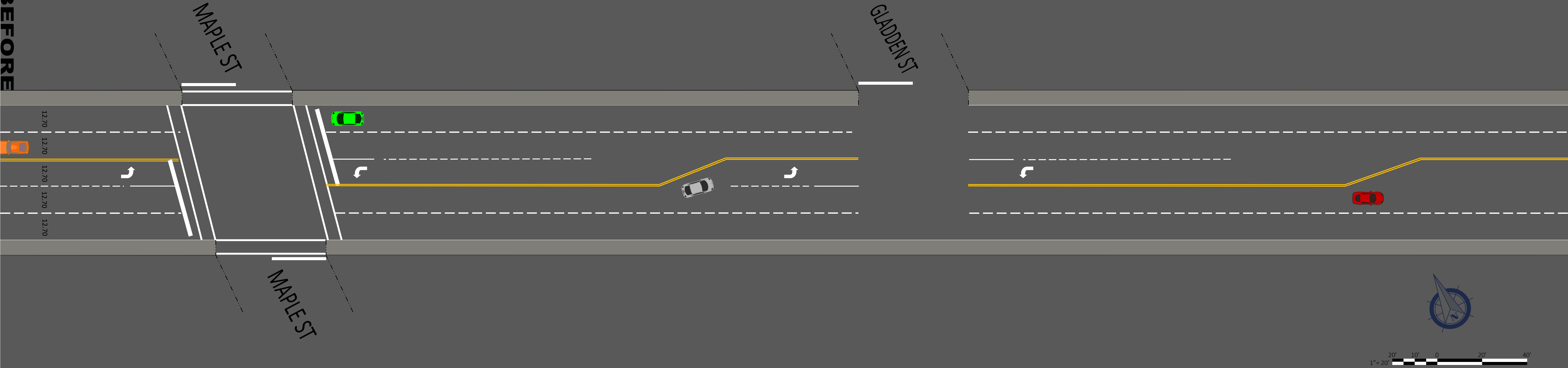
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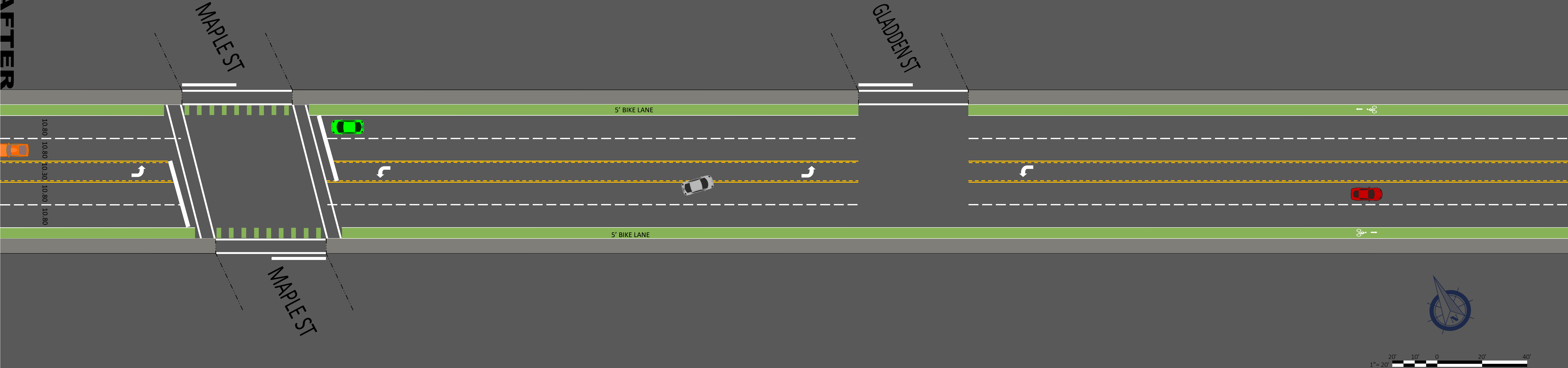
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BOOK NO:	XXXX
DATE:	11/13/2019
PROJECT NO:	BIKE PATH
SHEET NO:	4 OF 10

BEFORE



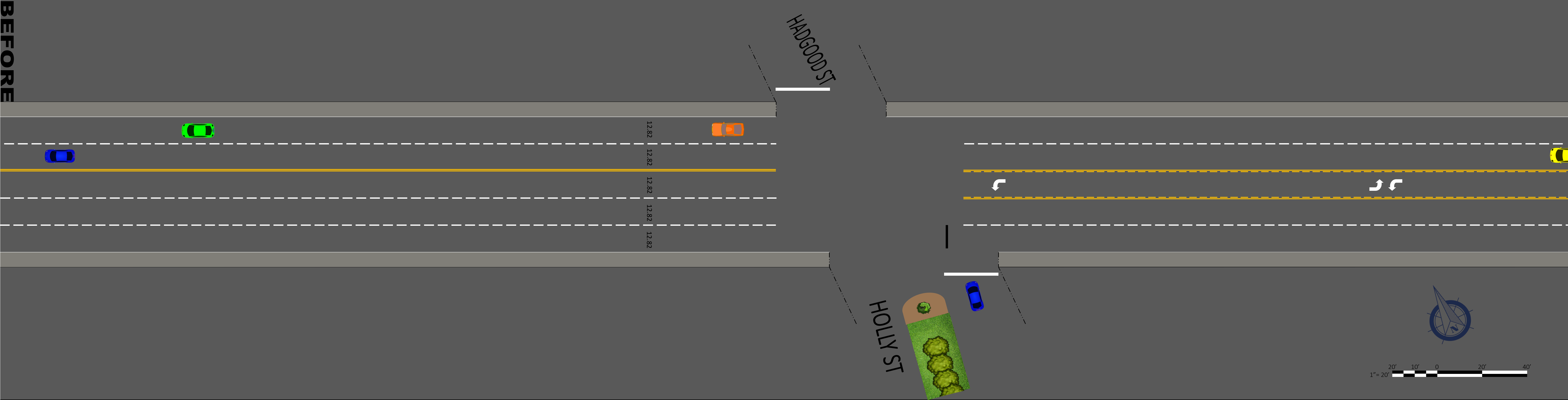
AFTER



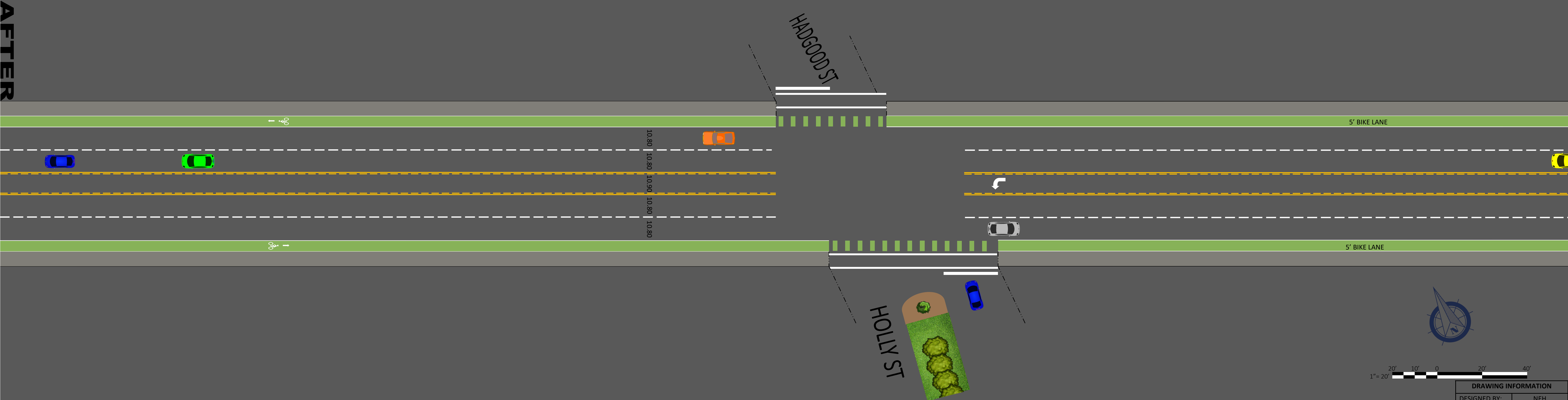
* Paint in bike lane for illustrative purposes

DRAWING INFORMATION	
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BOOK NO:	XXXX
DATE:	11/13/2019
PROJECT NO:	BIKE PATH
SHEET NO:	5 OF 10

BEFORE



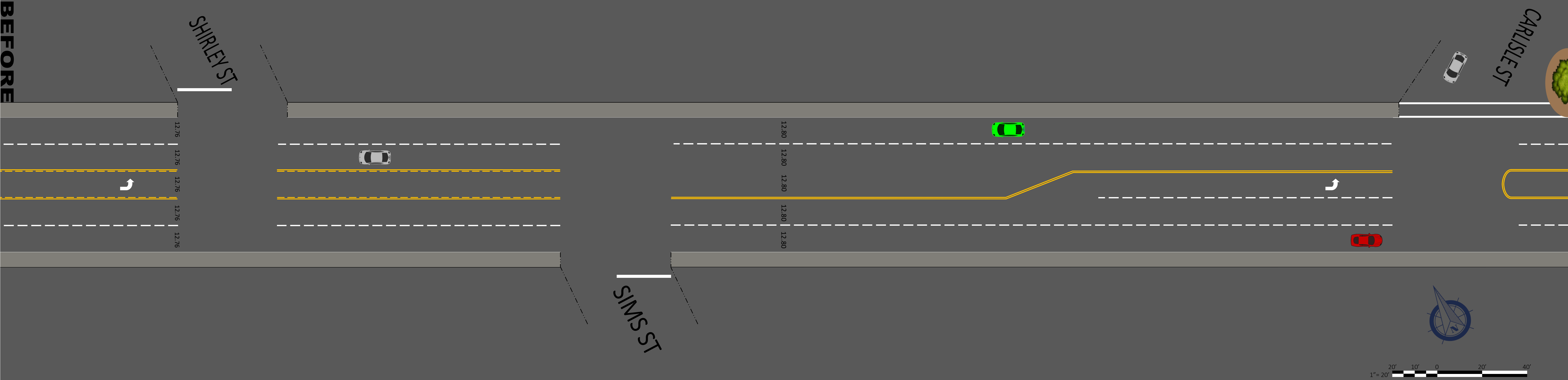
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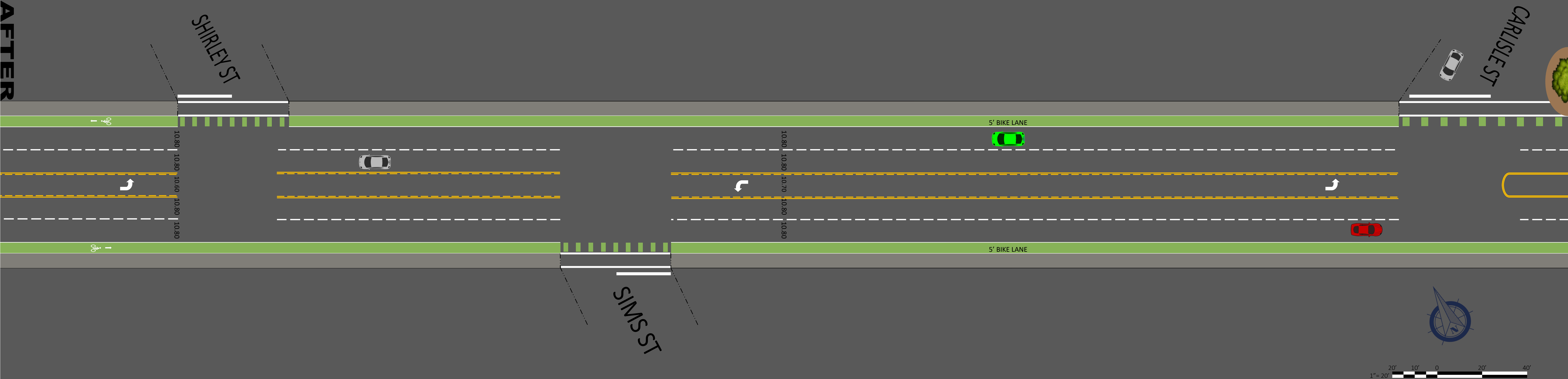
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PROJECT NO:	BIKE PATH
SHEET NO:	6 OF 10

BEFORE



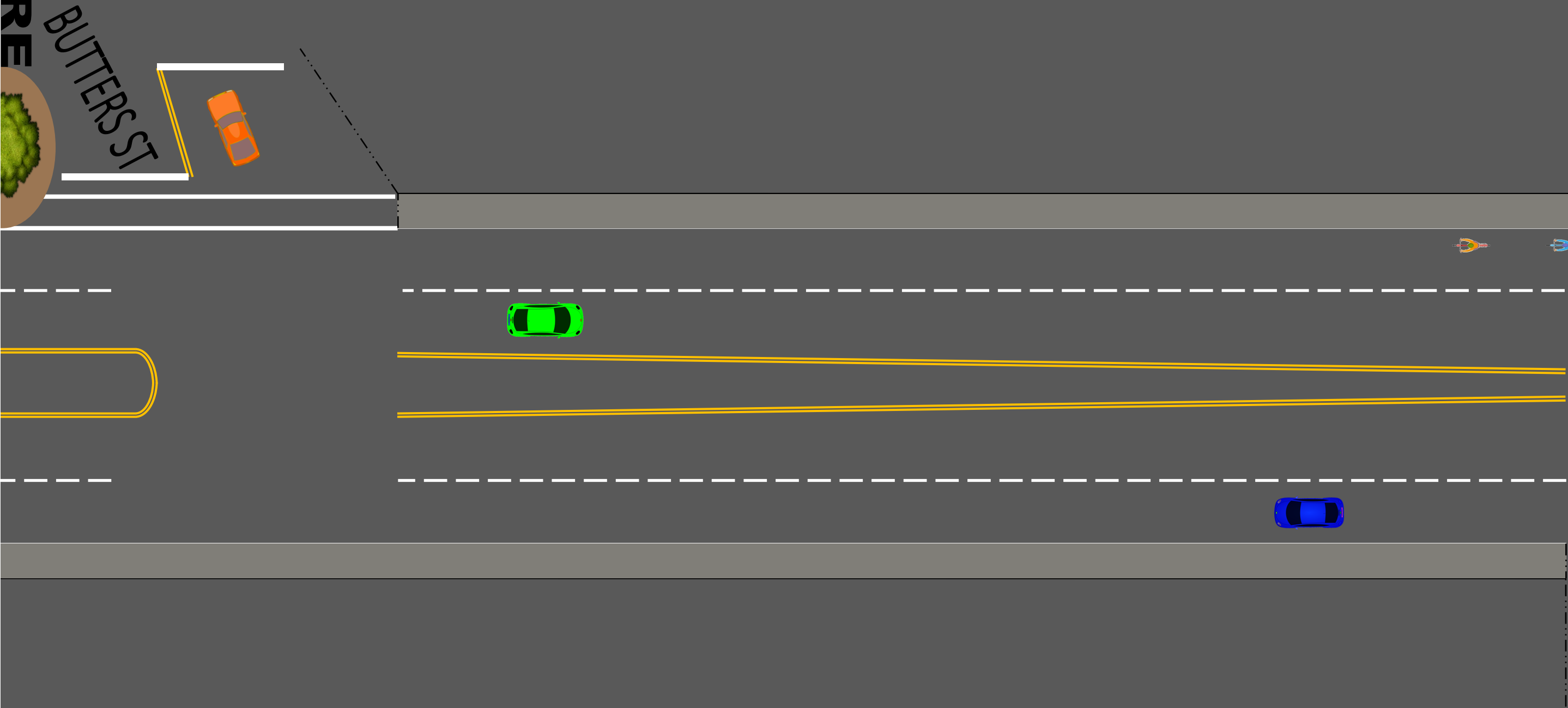
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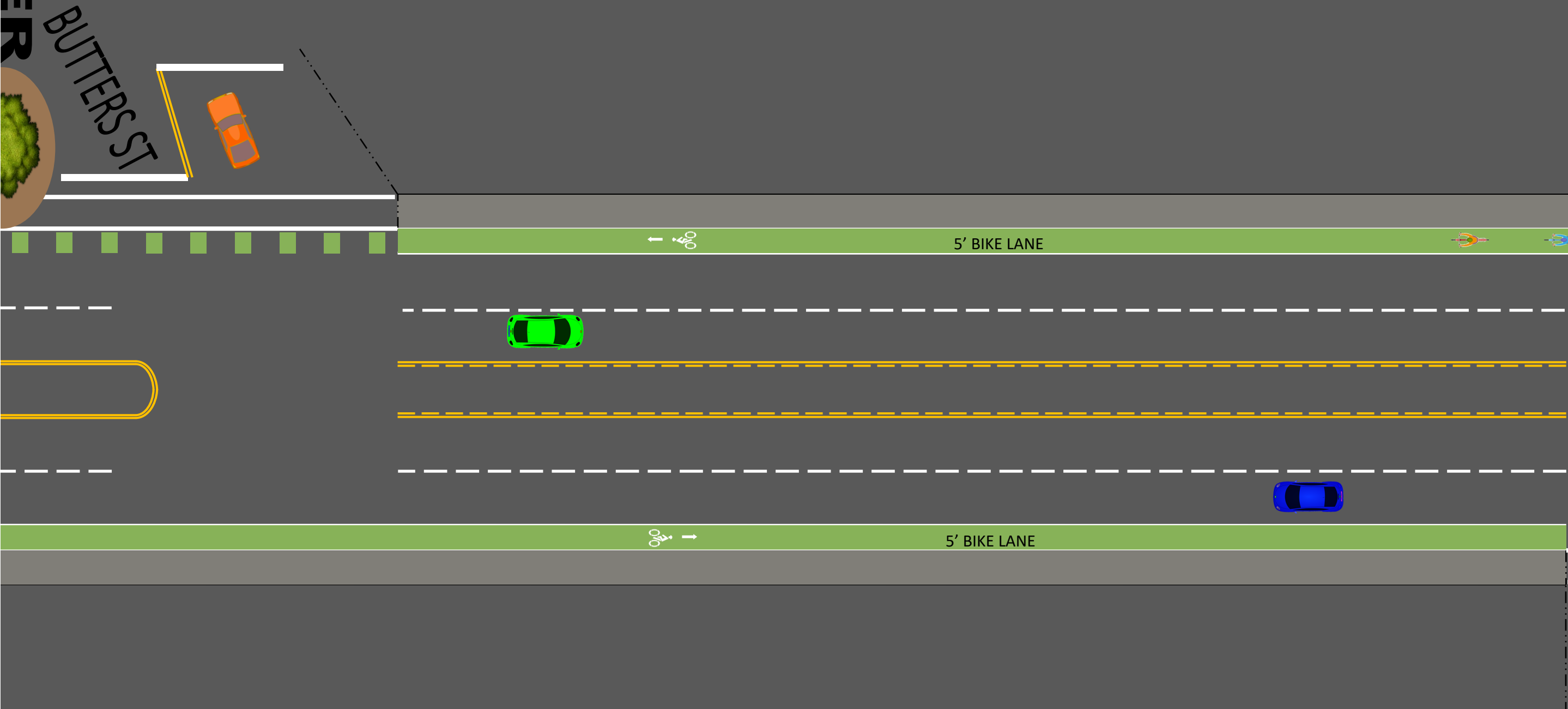
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DATE:	11/13/2019
PROJECT NO:	BIKE PATH
SHEET NO:	7 OF 10

BEFORE



EATON ST

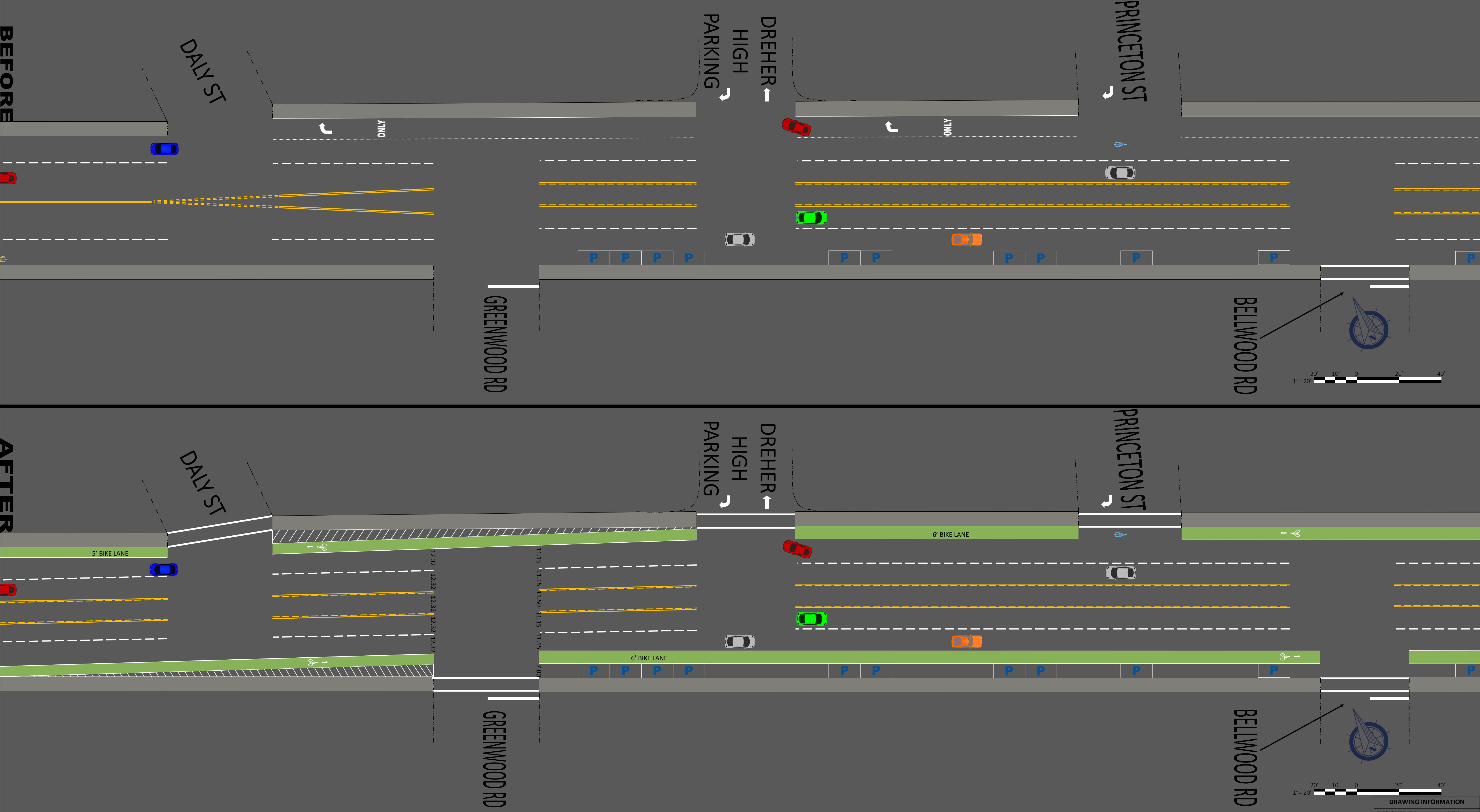
AFTER



EATON ST

* Paint in bike lane for illustrative purposes

DRAWING INFORMATION	
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DRAWN BY:	NEH
BOOK NO:	XXXX
DATE:	11/13/2019
PROJECT NO:	BIKE PATH
SHEET NO:	8 OF 10



* Paint in bike lane for illustrative purposes

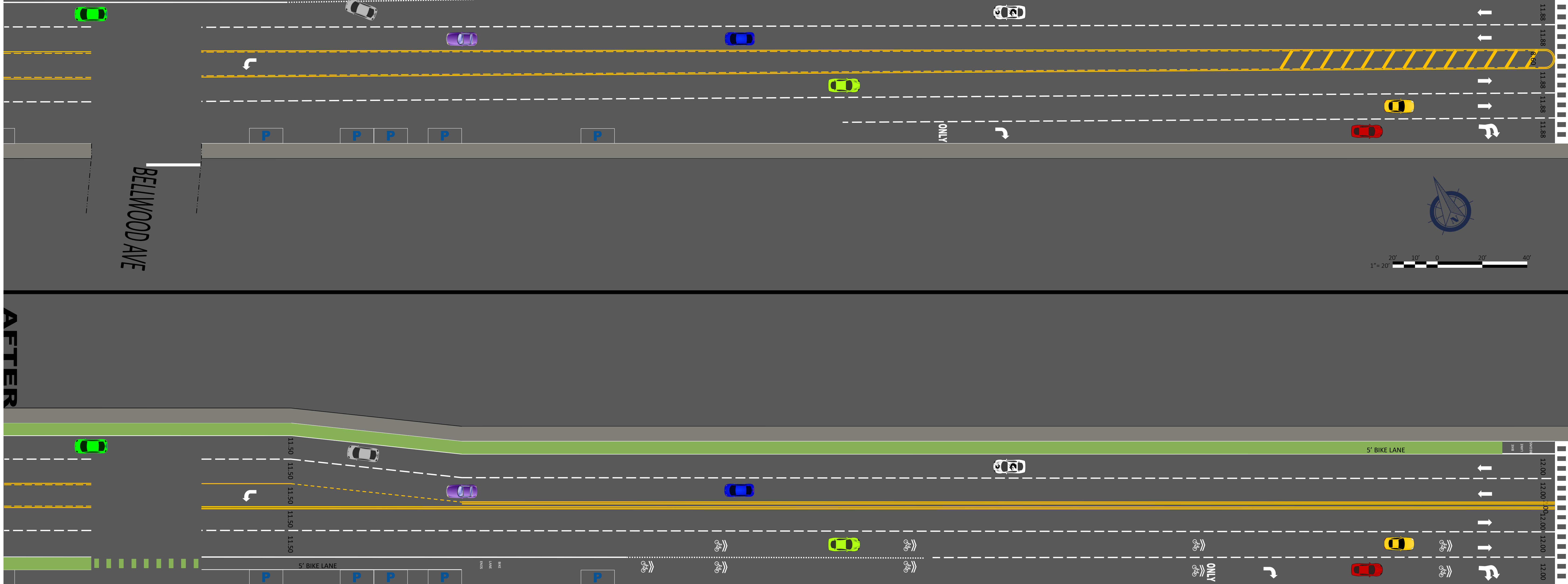
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BOOK NO:	XXXX
DATE:	11/13/2019
PROJECT NO:	BIKE PATH
SHEET NO:	9 OF 10



BELLWOOD AVE

BELLWOOD AVE

* Paint in bike lane for illustrative purposes



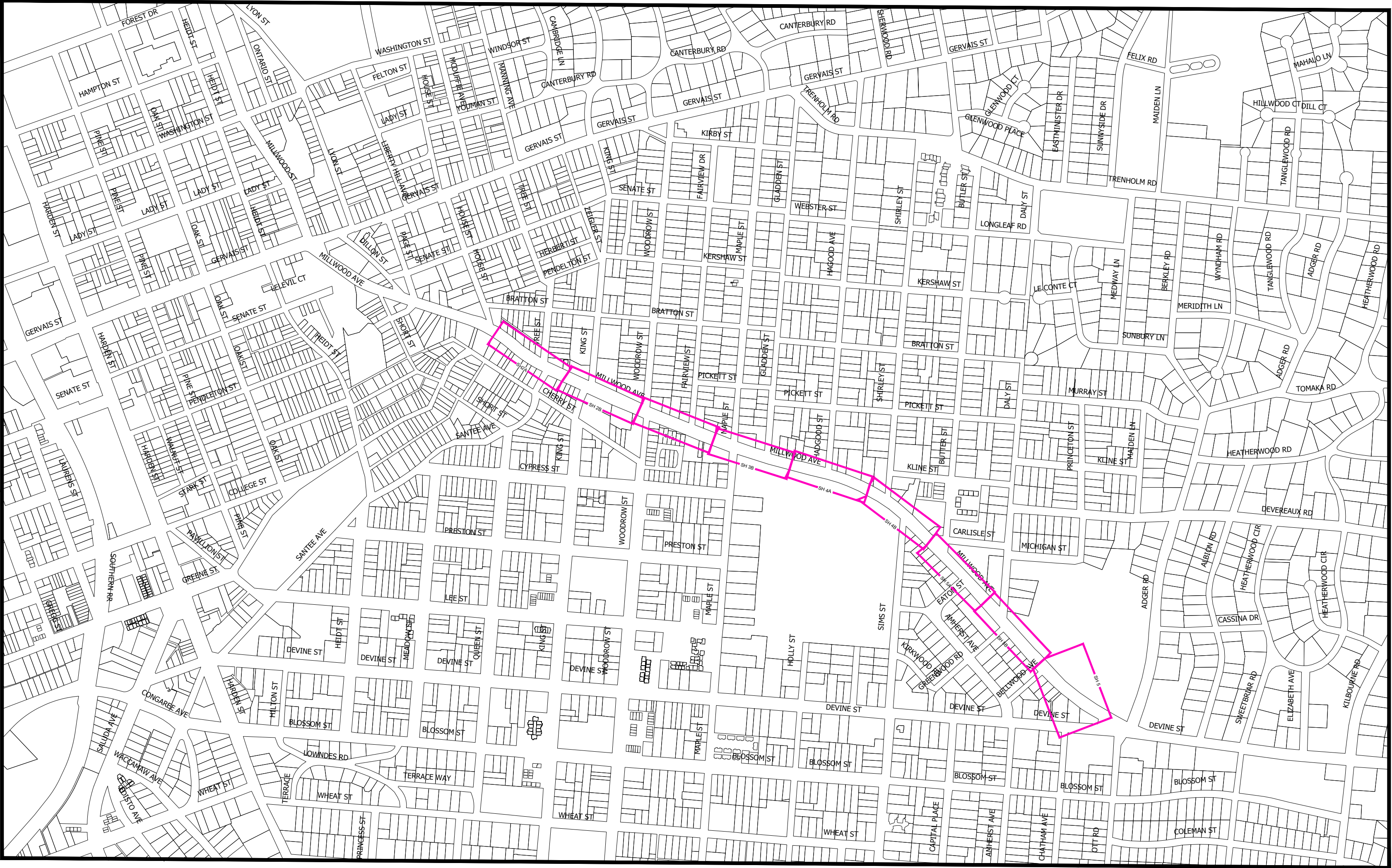
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DRAWN BY:	NEH
BOOK NO:	XXXX
DATE:	11/13/2019
PROJECT NO:	BIKE PATH
SHEET NO:	
10 OF 10	

DEPARTMENT OF ENGINEERING

PAVEMENT STREET MARKINGS

ALONG

MILLWOOD AVENUE



DRAWING INDEX

COVER
PLAN AND PROFILE

1
2-6



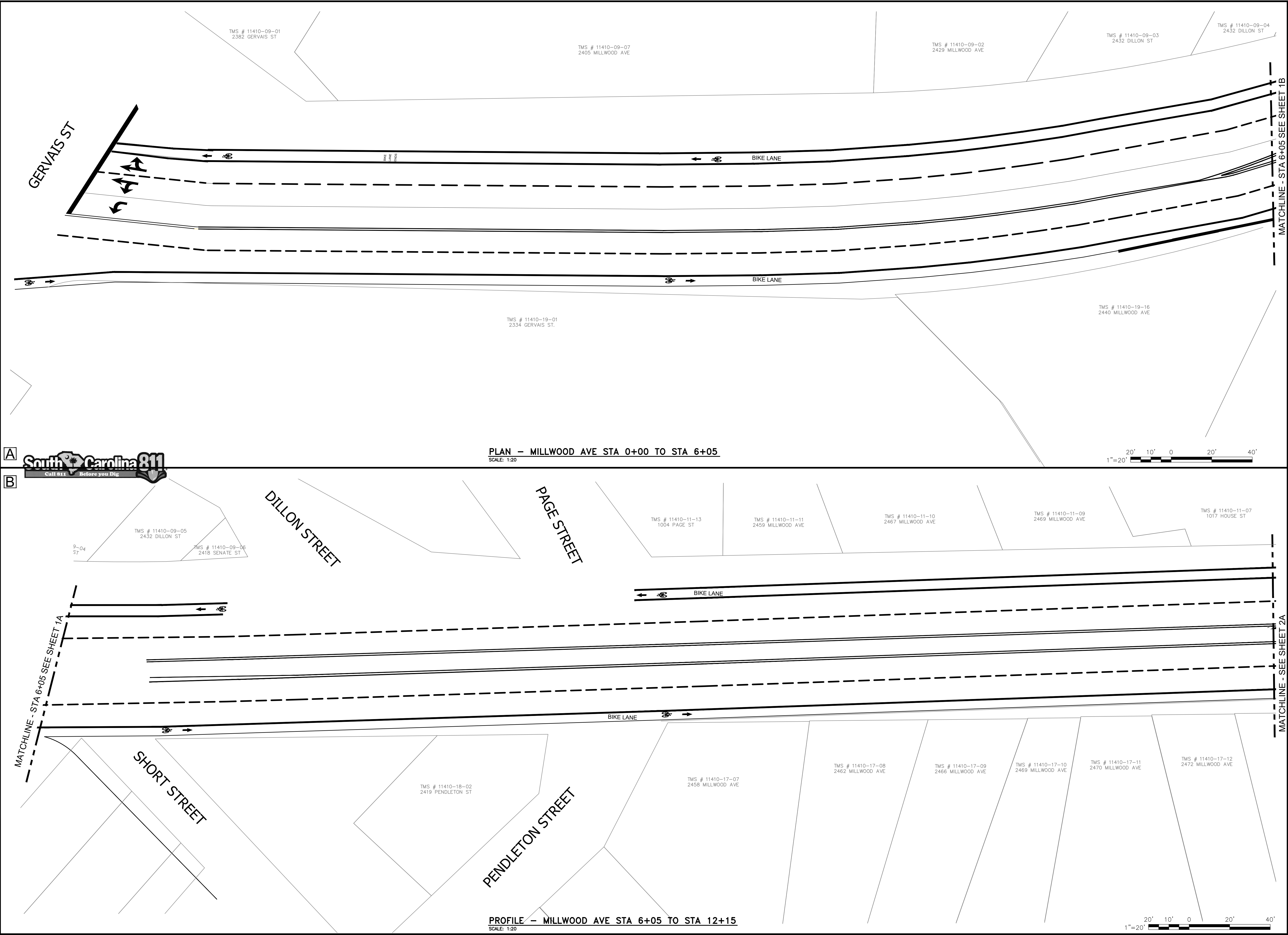
CITY MANAGER
TERESA WILSON

DIRECTOR OF ENGINEERING
DANA R. HIGGINS, P.E.

CITY COUNCIL
SAM DAVIS
TAMEIKA I. DEVINE
HOWARD DUVAL, JR.
EDWARD McDOWELL, JR.
DANIEL J. RICKENMANN.
WILL BRENNAN

MAYOR
STEPHEN K. BENJAMIN

DRAWING INFORMATION	
DESIGNED BY:	XXX
DRAWN BY:	XXX
BOOK NO:	XXXX
DATE:	9/16/2019
SHEET NO:	1 OF 6



CITY OF COLUMBIA

DEPARTMENT OF ENGINEERING
P.O. BOX 147
COLUMBIA SOUTH CAROLINA 29217

APPROVED BY:

CITY ENGINEER

REVISION		DESCRIPTION	
NO.	DATE	INITIALS	

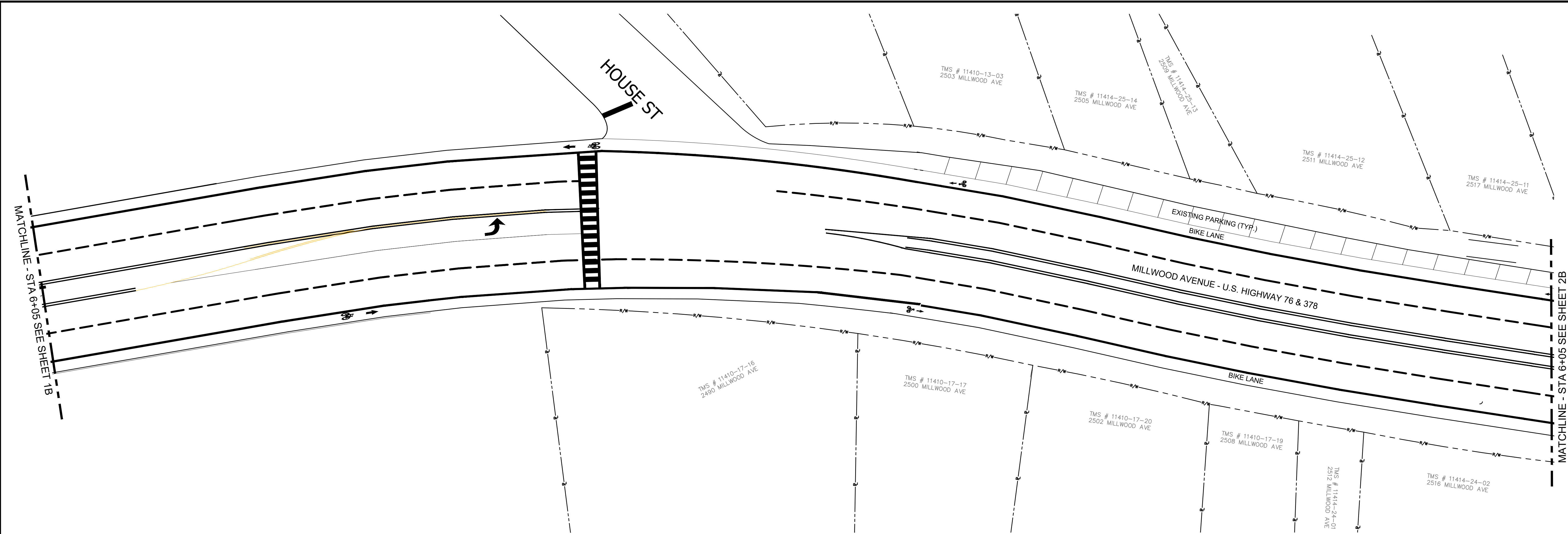
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PAVEMENT STREET MARKINGS
ALONG
MILLWOOD AVENUE

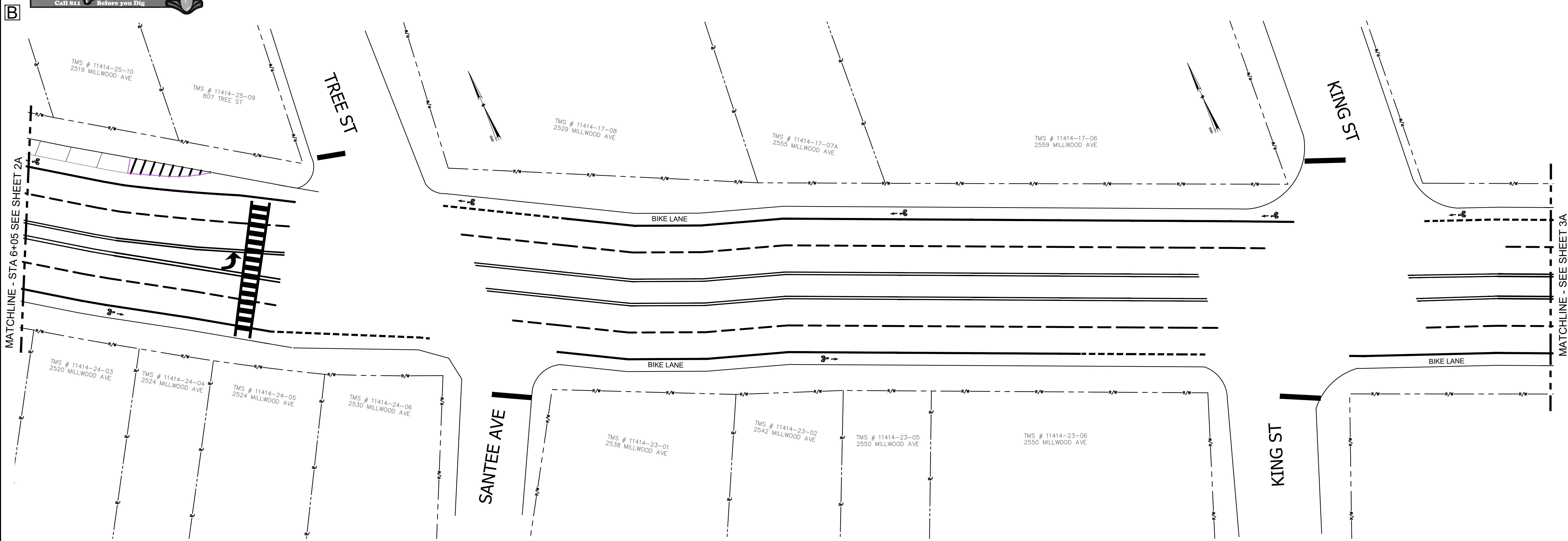
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MILLWOOD AVE
STA 0+00 TO STA 12+15

DRAWING INFORMATION	
DESIGNED BY:	XXX
DRAWN BY:	DLA
BOOK NO:	
DATE:	10/5/17
PROJECT NO:	BIKE PATH
SHEET NO:	1 OF 6



PLAN - MILLWOOD AVE STA 0+00 TO STA 6+05
SCALE: 1:20



PROFILE - MILLWOOD AVE STA 6+05 TO STA 12+15
SCALE: 1:20

CITY OF COLUMBIA

DEPARTMENT OF ENGINEERING
P.O. BOX 147
COLUMBIA SOUTH CAROLINA 29217

APPROVED BY:

CITY ENGINEER

REVISION		DESCRIPTION
NO.	DATE	INITIALS

PROJECT TITLE:

PAVEMENT STREET MARKINGS
ALONG
MILLWOOD AVENUE

SHEET TITLE:

MILLWOOD AVE
STA 0+00 TO STA 12+15

DRAWING INFORMATION

DESIGNED BY: XXX

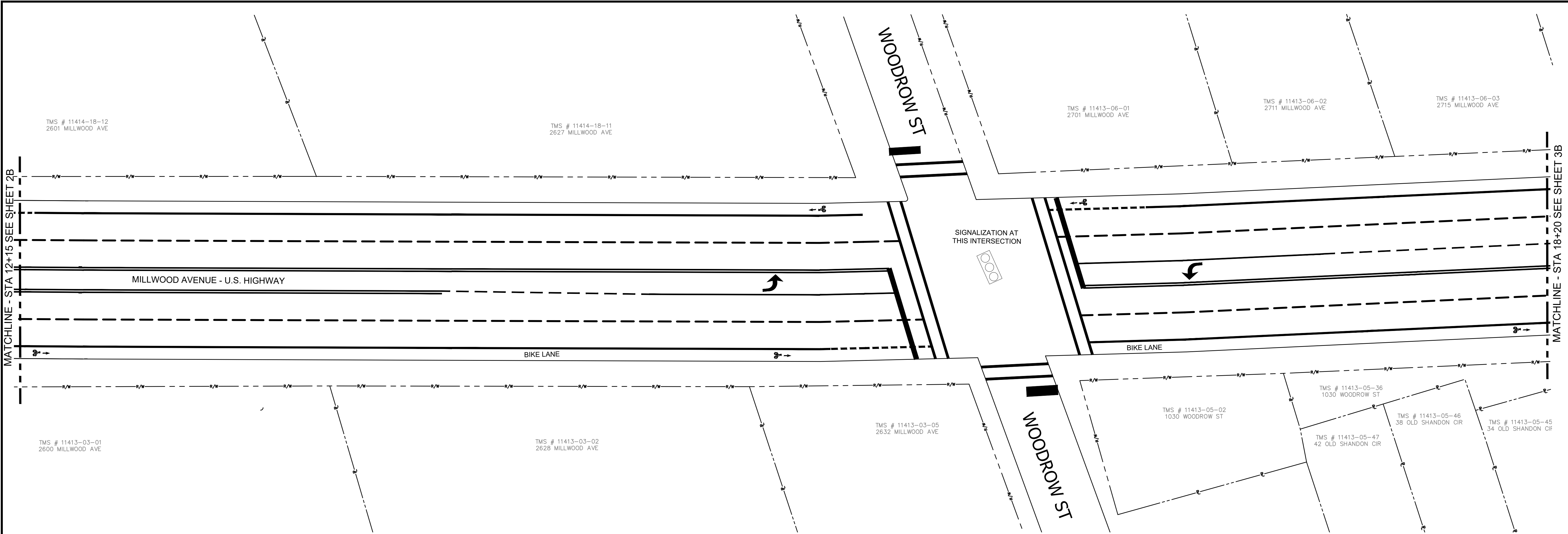
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BOOK NO:

DATE: 10/5/17

PROJECT NO: BIKE PATH

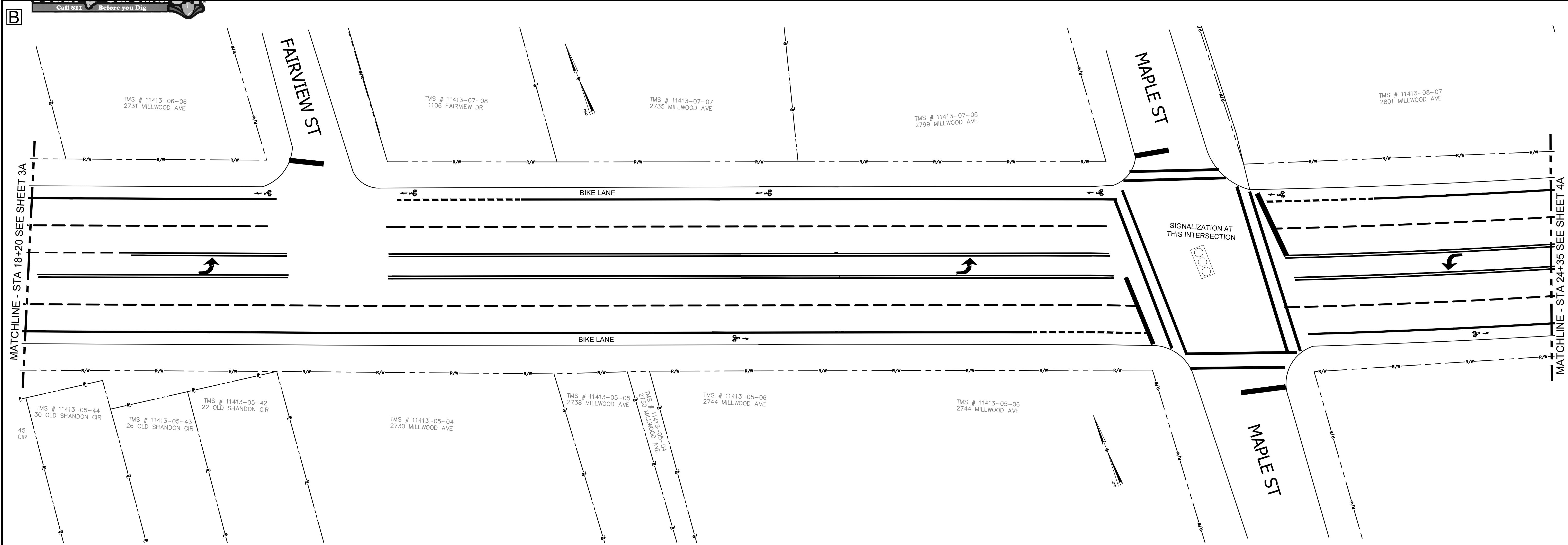
SHEET NO:
2 OF 6



PLAN - MILLWOOD AVE STA 12+15 TO STA 18+20
SCALE: 1:20



B



PROFILE - MILLWOOD AVE STA 18+20 TO STA 24+35
SCALE: 1:20

CITY OF COLUMBIA

DEPARTMENT OF ENGINEERING
P.O. BOX 147
COLUMBIA SOUTH CAROLINA 29217

APPROVED BY:

CITY ENGINEER

NO.	DATE	INITIALS	REVISION	DESCRIPTION

PROJECT TITLE:

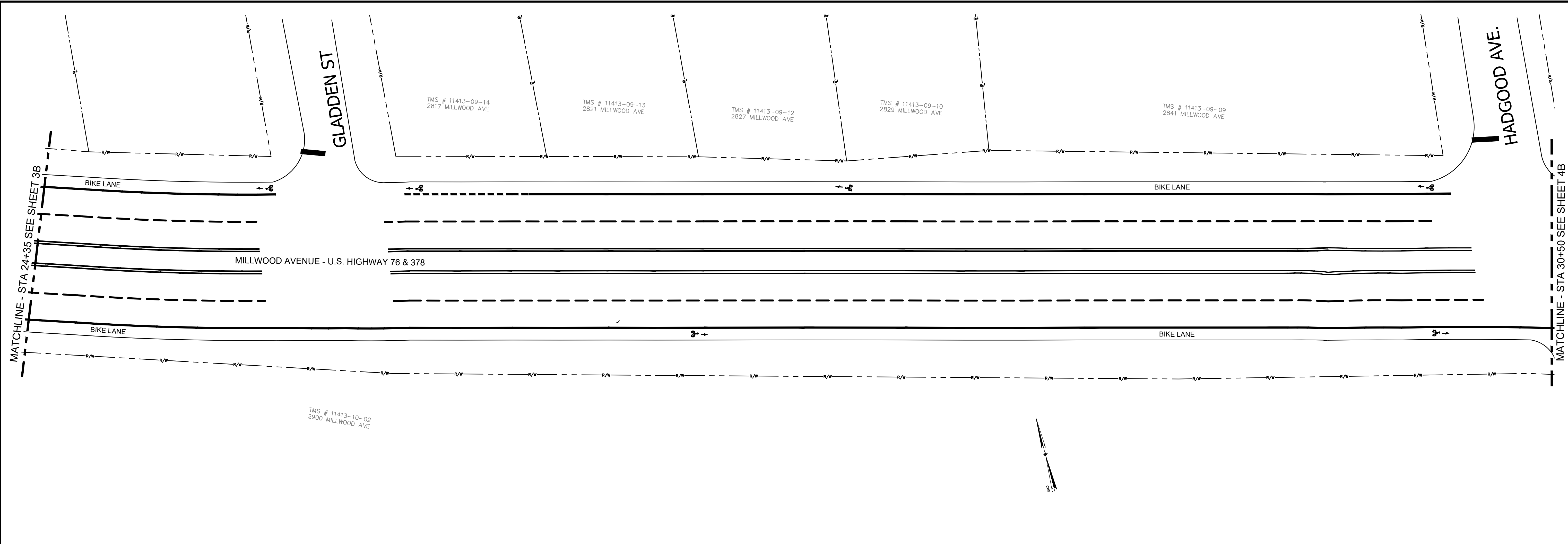
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ALONG
MILLWOOD AVENUE

SHEET TITLE:

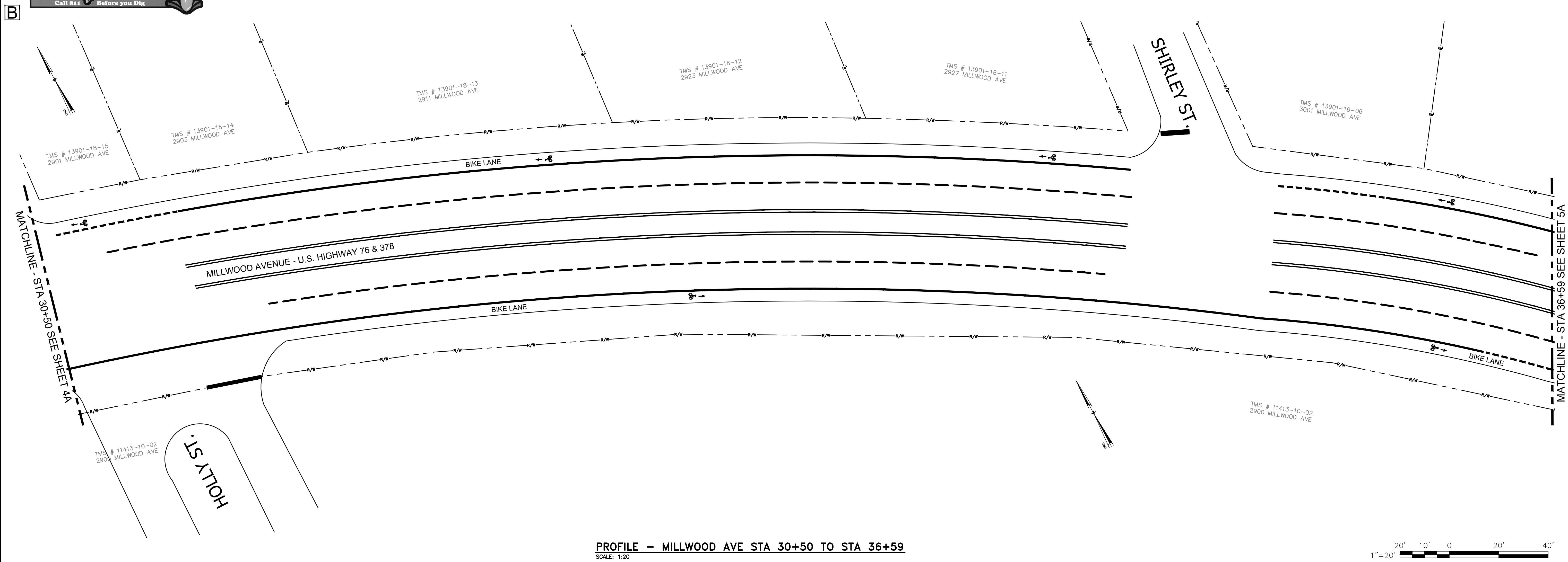
MILLWOOD AVE
STA 12+15 TO STA 24+35

DRAWING INFORMATION

DESIGNED BY:	XXX
DRAWN BY:	DLA
BOOK NO:	
DATE:	10/5/17
PROJECT NO:	BIKE PATH
SHEET NO:	3 OF 6



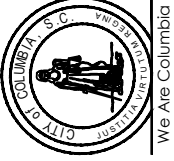
PLAN - XXXXXXXXXX STA 00+00 TO STA 00+00
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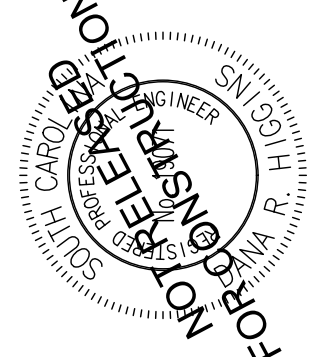
PROFILE - MILLWOOD AVE STA 30+50 TO STA 36+59
SCALE: 1:20

CITY OF COLUMBIA

DEPARTMENT OF ENGINEERING
P.O. BOX 147
COLUMBIA SOUTH CAROLINA 29217


TAMARA COOPER
CITY ENGINEER

APPROVED BY:



CITY ENGINEER

REVISION		DESCRIPTION	
NO.	DATE	INITIALS	

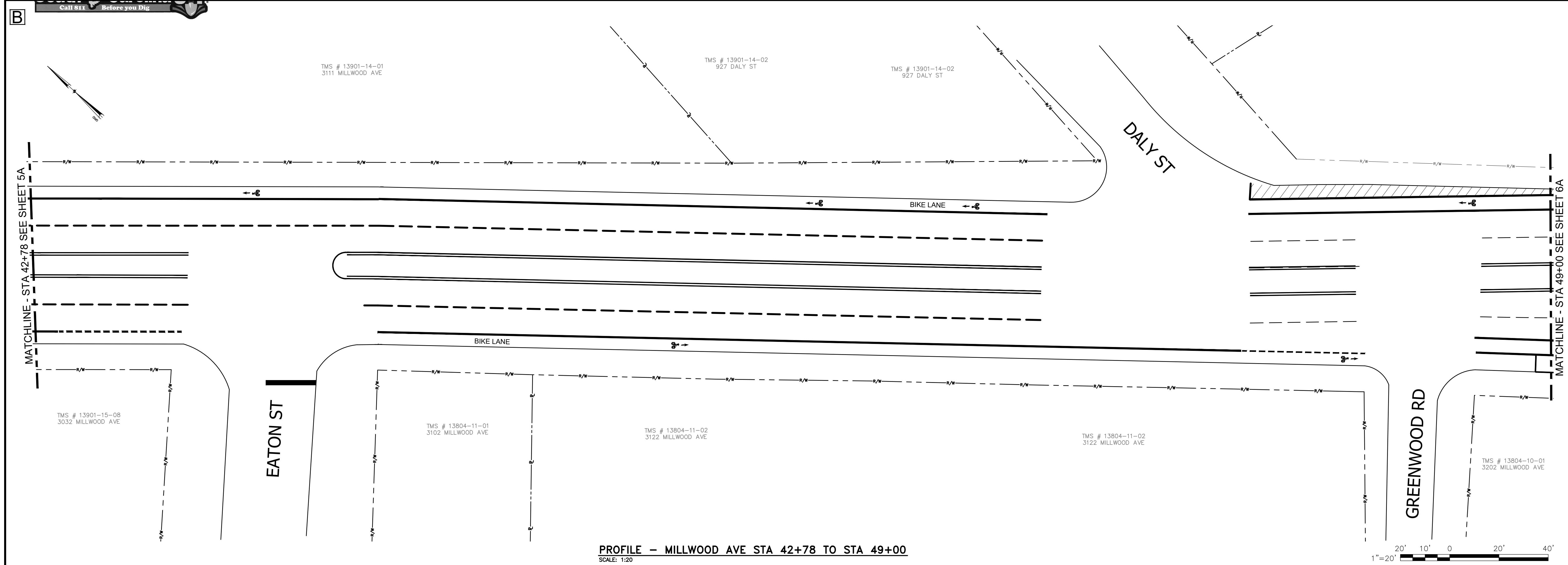
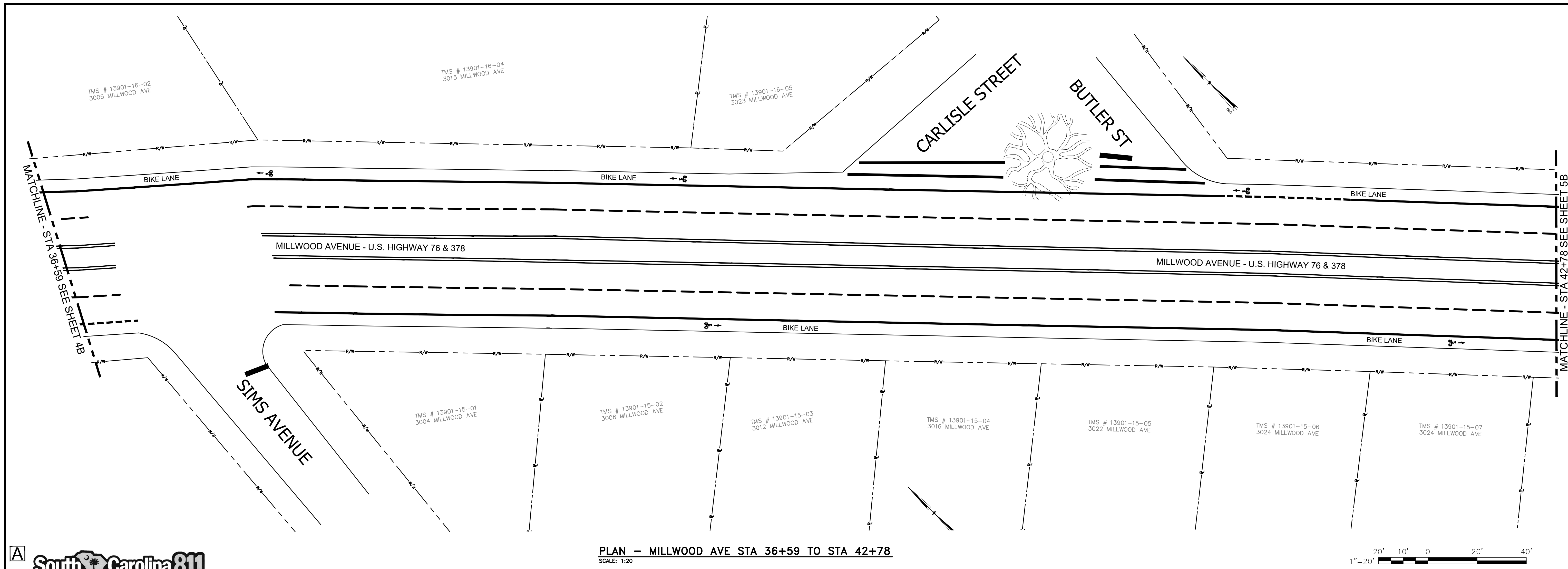
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PAVEMENT STREET MARKINGS
ALONG
MILLWOOD AVENUE

SHEET TITLE:

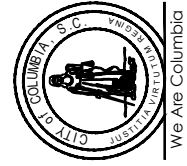
MILLWOOD AVE
STA 24+35 TO STA 36+59

DRAWING INFORMATION	
DESIGNED BY:	XXX
DRAWN BY:	DLA
BOOK NO:	
DATE:	10/5/17
PROJECT NO:	BIKE PATH
SHEET NO:	4 OF 6

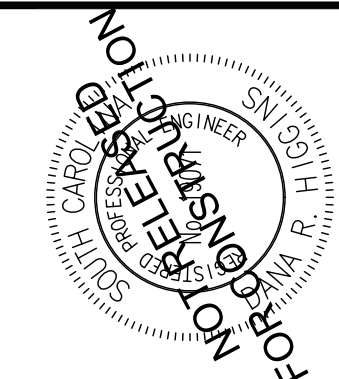


CITY OF COLUMBIA

DEPARTMENT OF ENGINEERING
P.O. BOX 147
COLUMBIA SOUTH CAROLINA 29217



APPROVED BY:



CITY ENGINEER

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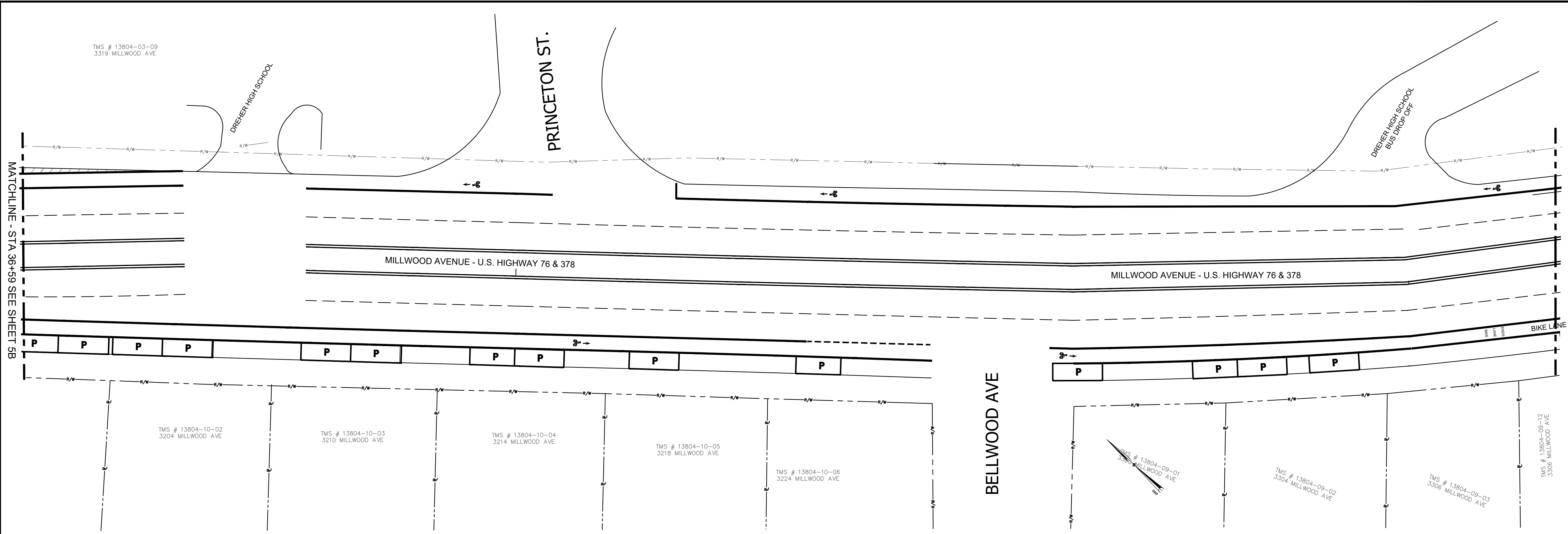
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PAVEMENT STREET MARKINGS
ALONG
MILLWOOD AVENUE

SHEET TITLE:

MILLWOOD AVE
STA 36+59 TO STA 49+00

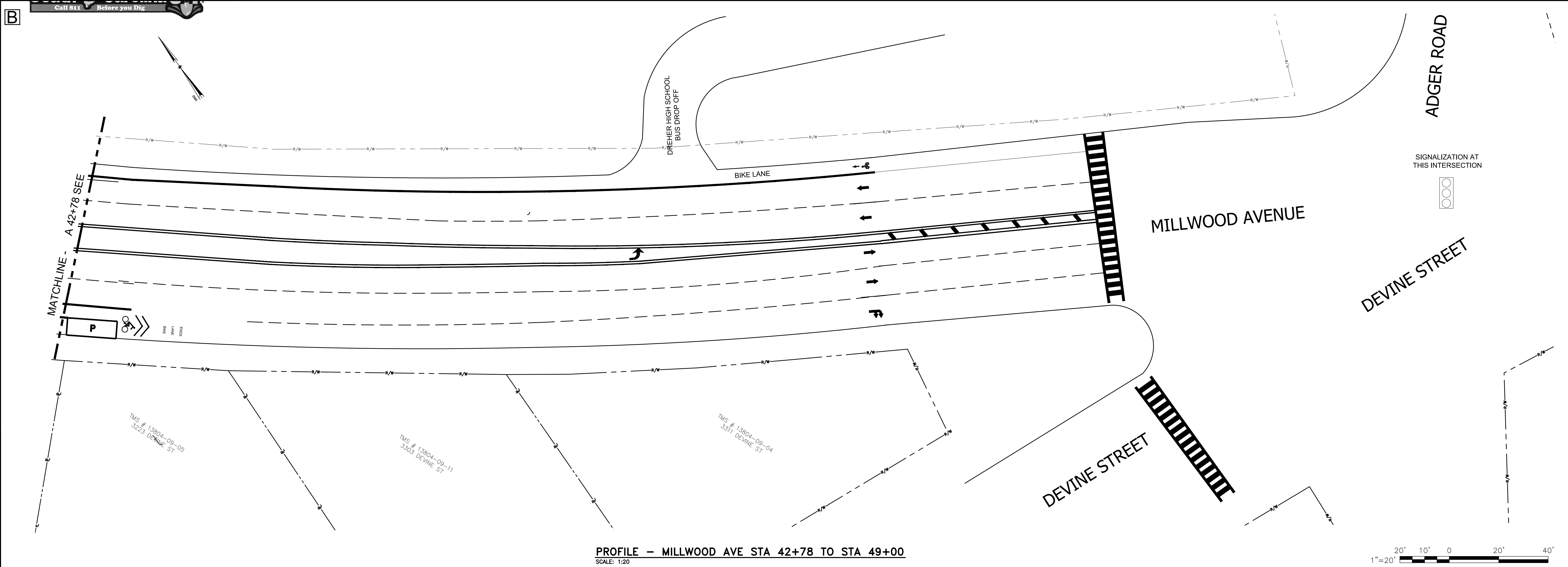
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DESIGNED BY:	XXX
DRAWN BY:	DLA
BOOK NO:	
DATE:	10/5/17
PROJECT NO:	BIKE PATH
SHEET NO:	
5 OF 6	



PLAN - MILLWOOD AVE STA 36+59 TO STA 42+78
SCALE: 1:20



B



PROFILE - MILLWOOD AVE STA 42+78 TO STA 49+00
SCALE: 1:20

CITY OF COLUMBIA

DEPARTMENT OF ENGINEERING
P.O. BOX 147
COLUMBIA SOUTH CAROLINA 29217

APPROVED BY:

CITY ENGINEER

REVISION		DESCRIPTION
NO.	DATE	INITIALS

PROJECT TITLE:
**PAVEMENT STREET MARKINGS
ALONG
MILLWOOD AVENUE**

SHEET TITLE:
**MILLWOOD AVE
STA 36+59 TO STA 49+00**

DRAWING INFORMATION	
DESIGNED BY:	XXX
DRAWN BY:	DLA
BOOK NO:	
DATE:	10/5/17
PROJECT NO:	BIKE PATH
SHEET NO:	6 OF 6



We Are Columbia

MEETING DATE: March 17, 2020

DEPARTMENT: Budget & Program Management

FROM: *Missy Caughman,*

SUBJECT: General Fund Revenues - Ms. Missy Caughman, Budget and Program Management Director

FUNDING SOURCE & ORIGINAL BUDGET:



We Are Columbia

MEETING DATE: March 17, 2020

DEPARTMENT: Budget & Program Management

FROM: *Missy Caughman,*

SUBJECT: Proposed Hospitality Tax and Accommodations Tax Budgets -
Ms. Missy Caughman, Budget and Program Management
Director

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Economic Prosperity - Endless Possibilities, Innovative & High
Quality Municipal Services

ATTACHMENTS:

- FY 20-21 Budget Memo 2 HT AT 3.17.20 (PDF)



We Are Columbia

MEETING DATE: March 17, 2020

DEPARTMENT: Budget & Program Management

FROM: *Missy Caughman,*

SUBJECT: Priority Areas Within Basic City Services - Part I

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

Streets and Sidewalks - Mr. Robert Anderson, Public Works Director



We Are Columbia

MEETING DATE: March 17, 2020

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve an increase to the Indefinite Delivery Contract for Fiscal Year 2019/2020 for Project SS7304; Wastewater Collection System Manhole Survey, as requested by Columbia Water. Award to Vaughn & Melton Engineers, Inc. in an amount not to exceed \$226,734.00. This firm has headquarters in Middlesboro, KY and a local office in Spartanburg, SC.

REQUISITION NO.: R203822

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: 5516221-638305. The original budget amount for this increase is \$226,734.00. The total revised contract amount is \$796,334.00.

CLEAN WATER 2020?: Yes

FOCUS AREAS: Innovative & High Quality Municipal Services

The above referenced Task Order is to compensate Vaughn & Melton Engineers, Inc. for the Wastewater Collection System Manhole Survey IDC Contract. The contract price for this Task Order is \$226,734.00.

Proposed Change and Basis for Payment:

Previous Task Order for Fiscal Year 2019/2020:	\$569,600.00
Current Fiscal Year Total:	\$569,600.00
This Change (New Task Order for Fiscal Year 2019/2020):	\$226,734.00
Revised Fiscal Year Price:	\$796,334.00

Vaughn & Melton Engineers, Inc. will provide the following Services:

Survey 2,438 Manholes at a Unit Cost of \$93.00 Each for a Total of \$226,734.00.

ATTACHMENTS:

- SS7304 Vaughn & Melton MH Survey TO#2C FY19-20 (PDF)

Task Order 2C (FY19-20)

SS7304 Wastewater Collection System Manhole Survey
RFQ004-16-17

Vaughn & Melton Engineers, Inc.

February 28, 2020

Description of Request: Request the approval of a task order for Fiscal Year 2019/2020 services under the Agreement for Engineering Services between the City of Columbia (City) and Vaughn & Melton Engineers, Inc. (Engineer) dated December 6, 2017 (Agreement).

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

Proposed Change and Basis for Payment:

Original Contract Price Task Order 1 (FY17-18 Funding):	\$82,000.00
Original Contract Price Task Order 2 (FY17-18 Funding):	\$81,000.00
Task Order 3 (Increase FY17-18 Funding):	\$10,500.00
Contract Amendment 1 (No Cost Time Extension):	\$0.00
Task Order 1B (Increase FY18-19 Funding):	\$6,725.00
Task Order 2B (Increase FY18-19 Funding):	\$12,025.00
Task Order 3B (Increase FY18-19 Funding):	\$67,200.00
Task Order 4 (Increase FY18-19 Funding):	\$414,050.00
Task Order 4B (Decrease FY18-19 Funding):	\$(-24,000.00)
Contract Amendment 2 (No Cost Time Extension):	\$0.00
Current Contract Total:	\$649,500.00
This Change New Task Order 2C (Increase FY19-20 Funding):	\$226,734.00
Revised Contract Price:	\$876,234.00

This Change is Acceptable:

Name of Firm
Vaughn & Melton Engineers, Inc.

Print Name

Signature

Date

City of Columbia
Office of the City Manager

Teresa Wilson, City Manager

Signature

Date Witness

Recommended by:

By: _____
Joseph D. Jaco, P.E., Director of Utilities Date

By: _____
Clint E. Shealy, P.E., Assistant City Manager for Columbia Water Date

By: _____
Sandra A. Wright, CPPB, Director of Procurement & Contracts/Purchasing Agent Date

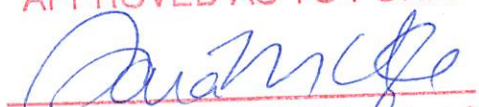
APPROVED AS TO FORM

Legal Department City of Columbia

EXHIBIT A

WORK ORDER

Work Order Number: 1

This Work Order to the Indefinite Delivery Contract (#RFQ004-16-17-Vaughn & Melton-TO_) between the City of Columbia and Vaughn & Melton Consulting Engineers, Inc, for Wastewater Collection System Manhole Survey (RFQ004-16-17) dated October 20, 2017 (Contract) provides for the following engineering services:

Scope of Work:

See attached Indefinite Delivery Contract (#RFQ004-16-17-Vaughn & Melton-TO_) between the City of Columbia and Vaughn & Melton Consulting Engineers, Inc. for detailed scope. Work Order #1 specifically includes the survey of 2,438 manholes in the Gills Creek basin. Survey will be completed per the specifications included in the original Contract. In addition, Attachment 1 – Location of Manhole Survey Requirements and an updated Exhibit H – Manhole Survey and Geographic Information System (GIS) Database Update (revised 7/25/2018) is attached to this Work Order and will replace the one included in the original Contract.

Schedule:

Updated schedule to be provided within 10 days of work order award, and to be updated monthly for the duration of the project with the Contractor's monthly progress report. Deadline to complete field work and deliver final data submittals is June 30, 2020.

Compensation:

Compensation for the services as specified within the general scope of the Indefinite Delivery Contract referencing RFQ004-16-17 has been negotiated and is identified below and will be within the maximum FY19-20 Contract Value.

The Engineer's compensation for the above described services shall be:

1. A lump sum fee of _____.
- X 2. On a negotiated unit price basis of \$93 per manhole, with a not to exceed amount of \$226,734 for this work order.

Summary of Compensation (FY19-20 Funding):

Total of Previous Work Orders:	\$ <u> 0 </u>
This Work Order:	\$ <u>226,734</u>
Total Approved Compensation to Date:	\$ <u>226,734</u>

Approval of Work Order:

CITY OF COLUMBIA

VAUGHN & MELTON CONSULTING
ENGINEERS, INC

By: _____
Title: _____

By: Randall L. Stepp

Title: PROFESSIONAL LAND SURVEYOR



Department/Division Name
PO Box 147 | Columbia, SC 29217 | (803) 545-3300

Memorandum

To: *Monique Morphis*

From: *John Riggs*

Date: *February 11, 2020*

Subject: *SS7304 – Manhole Survey IDC*

SS7304 Manhole Survey IDC is an annual contract with a total budget of \$800,000 for FY19-20. The City of Columbia has contracted with two firms through the IDC process for FY19-20: Vaughn & Melton and Hydrostructures. The Manhole Surveys are required by the EPA as part of the consent decree and must be completed by June 2023. There are approximately 14,500 manholes remaining that need to be surveyed by this date.

The total of requisition R199290 for Hydrostructures for FY19-20 is \$569,600. The total of funds awarded in FY19-20 is \$569,600, which leaves \$230,400 in the annual budget. The breakdown of funds by task order is shown in the table on the following page.

To use the available funds for this fiscal year and complete surveys before the deadline, the City has negotiated with Vaughn & Melton to survey 2,438 manholes before June 30, 2020 for \$93 per manhole. This price is the lowest FY19-20 bid price for this IDC. The City is requesting a Purchase Order for Vaughn & Melton in the amount of \$226,734 so the firm can begin work immediately to complete the 2,438 manhole surveys before June 30, 2020. This amount combined with the amount already allocated to Hydrostructures will remain under the FY19-20 \$800,000 budget amount.

ColumbiaSCWater.Net



	Original Funding Amount	Amount Invoiced through FY18-19	FY19-20 Funding
Vaughn & Melton Summary:			
Original Contract Price Task Order 1 (FY17-18 Funding):	\$82,000.00	\$76,250.00	\$0.00
Original Contract Price Task Order 2 (FY17-18 Funding):	\$81,000.00	\$68,925.00	\$0.00
Task Order 3 (Increase FY17-18 Funding):	\$10,500.00	\$10,500.00	\$0.00
Task Order 1B (Increase FY18-19 Funding):	\$6,725.00	\$6,725.00	\$0.00
Task Order 2B (Increase FY18-19 Funding):	\$12,025.00	\$12,025.00	\$0.00
Task Order 3B (Increase FY18-19 Funding):	\$67,200.00	\$55,702.50	\$0.00
Task Order 4 (Increase FY18-19 Funding):	\$414,050.00	\$347,020.00	\$0.00
Task Order 4B (Decrease FY18-19 Funding):	-\$24,000.00	\$0.00	\$0.00
Work Order 1 (Increase FY19-20 Funding):	\$226,734.00	\$0.00	\$226,734.00
VAM Current Contract Total:	\$876,234.00	\$577,147.50	\$226,734.00
Hydrostructures Summary:			
Task Order #1 (FY17-18 Funding)	\$166,200.00	\$166,200.00	\$0.00
Task Order #1 Amendment #1 (FY18-19 Funding):	\$54,740.00	\$54,740.00	\$0.00
Task Order #1 Amendment #2 (FY18-19 Funding):	\$65,400.00	\$61,120.50	\$0.00
Task Order #1 Amendment #3 (FY18-19 Funding):	\$31,050.00	\$31,011.25	\$0.00
Task Order #2 (FY19-20 Funding):	\$569,600.00	\$0.00	\$569,600.00
HYS Current Contract Total:	\$886,990.00	\$313,071.75	\$569,600.00
Total SS7304 Contract Amounts	\$1,763,224.00	\$890,219.25	\$796,334.00



We Are Columbia

MEETING DATE: March 17, 2020

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve a contract for Project SS7436; Darlington Street and Confederate Avenue Sewer Rehab, as requested by Columbia Water. Award to North American Pipeline Management, Inc. in an amount not to exceed \$322,184.50, which includes contingency. This firm is located in Marietta, GA.

REQUISITION NO.: R200663

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: 5529999-SS743601-658650. The original budget amount is \$549,560.00.

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

This is a Mentor Protégé Program project. North American Pipeline Management, Inc. of Marietta, GA is the mentor and will be performing general project management and other services at 80.0% (\$234,316.00) of the total contract value. Southern Roots Landscaping Management, LLC of Columbia, SC is the protégé and will be performing pipe work, trucking, and restoration at 20.0% (\$58,579.00) of the total contract value.

There were three (3) responsive and responsible bids received for this project under BID 027-19-20-LAG.

The total construction time allocated for this project is one hundred fifty (150) consecutive calendar days after the Notice to Proceed is issued.

Base Bid	\$ 292,895.00
Contingency (10%)	\$ 29,289.50
Total	\$ 322,184.50

ATTACHMENTS:

- Contract Approved by Legal (PDF)
- PM Recommendation (PDF)
- Approval for Compliance - Imp Plan - BIR form (PDF)
- Bid Tabulation (PDF)
- SS7436 Project Location Map (PDF)

CONTRACT

City of Columbia, South Carolina

SS7436

Darlington Street and Confederate Avenue Sewer Rehab (MPP)

BID 027-19-20-LAG

This Contract is made by and between the City of Columbia, Columbia, South Carolina, hereinafter called Owner, and **North American Pipeline Management, Inc.** with legal address and principal place of business at **PO Box 683638, Marietta GA, 30068**, hereinafter called Contractor. Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

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

ARTICLE 2. ENGINEER.

2.1 The Project has been designed by the **City of Columbia SC.**

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **one hundred twenty (120)** consecutive calendar days from the said date of commencement as defined in the Notice to Proceed (NTP) to substantial completion and an additional **thirty (30)** consecutive calendar days to final completion for a total construction time of **one hundred fifty (150)** consecutive calendar days from the commencement date as defined in the Notice to Proceed (NTP).

3.2 Contractor agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract Time stated above. It is expressly understood and agreed, by and between Contractor and Owner that the Contract Time is reasonable for the completion of the Work, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents in current funds at the contract price agreed upon in the Contractor's Bid Form attached to this Contract which establishes the contract price as **Two Hundred Ninety-Two Thousand, Eight Hundred Ninety-Five Dollars and Zero Cents (\$292,895.00).**

ARTICLE 5. APPLICATIONS FOR PAYMENT

5.1 Contractor shall submit Applications for Payment in accordance with Part 15 General Specifications of the City's Engineering Regulations. Applications for Payment will be processed as provided in the Conditions of the Contract.

City of Columbia, SC
8/07/2017

1

ARTICLE 6. PROGRESS AND FINAL PAYMENTS

6.1 Owner will make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment, monthly during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in the General Specifications.

6.2 Upon final inspection and acceptance of the Work, in accordance with Part 15 General Specifications, Owner will pay the remainder of the Contract Price.

ARTICLE 7. LIQUIDATED DAMAGES

7.1 Owner and Contractor recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the Contract Time (and specific milestones) specified in Article 3 above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **Five Hundred Dollars and Zero Cents (\$500.00)** per day for each calendar day of delay until the Work is complete.

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

ARTICLE 8. ASSURANCE

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

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

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

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 Invitation To Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Project Manual.

9.2.7 Part 15 "General Specifications", Part 17 "Specifications for Sanitary Sewers", Part 20 "Specifications for Sodding, Fertilizing and Seeding" all of the of the City of Columbia's Engineering Regulations.

9.2.8 Permits (Included in the Project Manual).

9.2.9 Location Map.

9.2.10 Drawings, numbered 1 through 7 inclusive and dated 8/13/2019.

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

9.2.12 The Mentor Protégé Program (MPP) Guidelines and the Mentor Protégé Program (MPP) Implementation Plan.

ARTICLE 10. TERMINATION

The City shall, at its sole option and discretion, have the right to terminate this contract for any reason whatsoever by providing the Contractor with a notice of termination to be sent by registered mail, return receipt requested. Whenever the Contractor is terminated for convenience under this clause or is wrongfully terminated under any other clause of this contract, the Contractor shall only be entitled to the actual direct costs of all labor and material expended on the job prior to the effective date of the termination plus 15% or the Contractor shall be entitled to be paid a pro-rate percentage of the total contract price which is equal to its percent of completion, whichever of the two methods provides the

lowest sum to be paid to the Contractor. In no event shall the Contractor be entitled to anticipatory profit or damages for any termination under this clause. In no event shall the Contractor be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

ARTICLE 11. MISCELLANEOUS

11.1 Terms used in this Contract that are defined in Part 15 General Specifications shall have the meanings assigned in the Conditions of the Contract.

11.2 Neither Owner nor Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part any interest under any of the Contract Documents; and, specifically but without limitation, Contractor shall not assign any monies due or to become due without the prior written consent of Owner. In case Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract.

11.3 Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives in respect to all covenants, Contracts and obligations contained in the Contract Documents.

11.4 The Contract Documents constitute the entire Contract between Owner and Contractor and may only be altered, amended or repealed by a Modification.

11.5 This Contract does not commit the City of Columbia to pay for any pre-bid costs. Any costs associated with IFB preparation, pre-bid conferences and any other activity prior to award of a contract shall be at the bidder's expense. Rooms, meals, travel, telephone, data processing, administrative and clerical costs associated with the project shall be at the bidder's expense.

This Contract is subject to the final approval of Council and shall become effective on the date listed on the subsequent Notice to Proceed (NTP) and City of Columbia Purchase Order. The Contractor shall not perform work on or incur any costs associated with this contract prior to the commencement date listed on the Notice to Proceed and the City issued purchase order for work outlined herein. The City assumes no liability for any expenses incurred prior to the issuance of the NTP and purchase order.

Contractor

BY

(CORPORATE SEAL)

Attest

Address for giving notices:

Date: _____

Owner

City of Columbia, SC

BY

Teresa Wilson, City Manager

(CORPORATE SEAL)

Attest

Address for giving notices:

Department of Procurement and Contracts1800 Main Street, 2nd FloorColumbia, SC 29201

Date: _____

Note: If Contractor is a corporation, an affidavit giving the principal the right to sign the Contract must accompany the executed Contract.

APPROVED AS TO FORM



Legal Department City of Columbia, SC



Department/Division Name
PO Box 147 | Columbia, SC 29217 | (803) 545-3300

Memorandum

To: Gary Porth,
Construction Procurement Manager

From: John Riggs, P.E.,
Wastewater Project Manager

Date: February 6, 2020

Subject: SS7436 – Darlington St. and Confederate Ave. Sewer Rehabilitation
Recommendation of Award

As you are aware, the City of Columbia received competitive bids for SS7436 – Darlington St. and Confederate Ave. Sewer Rehabilitation on December 17, 2019. The three received bids are listed below:

Responsive Bidders

North American Pipeline Management	\$292,895.00
Stutts & Willisams, LLC	\$480,200.00
McClam and Associates, Inc	\$574,323.25

The responsive bid tabulations have been reviewed and we find no issues with the three responsive bids provided. We recommend awarding this contract to lowest bidder, North American Pipeline Management in the amount of \$322,184.50 (Base bid of 292,895.00 with a 10% Owners Contingency of 29,289.50).

Sincerely,

John Riggs, P.E.
Wastewater Project Manager

ColumbiaSCWater.Net





CITY OF COLUMBIA

INTER-OFFICE MEMORANDUM

TO: Juliet Nelly, Program Compliance Administrator

FROM: Latisha A. Grice, Bid Coordinator
Department of Procurement and Contracts

DATE: December 18, 2019

SUBJECT: PROJECT: BID# 024-19-20-LAG – Darlington Street Confederate Avenue Sewer Rehab (SS7436)

Bids for this project were opened publicly at 3:00 p.m., December 17, 2019 in the second floor Conference Room, 1800 Main Street.

Bids submitted for the referenced project were in participation with the Mentor Protégé Program (MPP). The apparent responsive low bidder is **North American Pipeline Management, Inc. of Marietta GA, at \$292,895.00.**

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

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

Thank You.

Review Approved: _____

Juliet Nelly, Compliance Administrator

DATE: _____

12/20/19

Attachment: Approval for Compliance - Imp Plan - BIR form (5796 : Darlington Street and Confederate Avenue Rehab)



CITY OF COLUMBIA

Department of Utilities and Engineering
Compliance Division
P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-4130

MENTOR PROTÉGÉ PROGRAM Implementation Plan

Date: 12/17/2019 Project Number: SS7436
Mentor: North American Pipeline Mgmt. Project Name: Darlington & Confederate SR
Protégé: Southern Roots Landscaping Mgmt. Duration of the Project: 150 days
Project Contract Amount: \$292,895.00 Protégé Amount: \$58,579.00

Statement of Commitment: Both Mentor and Protégé are committed to providing an adequate amount of resources and effort to execute the plan below. Mentor and Protégé acknowledge the Implementation Plan is a joint plan and agree to meet at least quarterly to verify compliance with this Plan.

1. How do the Mentor and Protégé intend to work together on the designated project?
Address contractual relationship, general roles and informal teaming arrangements.

If awarded, NAPM will handle general project management and SR's PM will work closely with NAPM's PM on daily oversight and tracking. NAPM will perform main pipe scope and SR will perform misc. pipe scope, trucking and restoration work. NAPM & SR will share a common lay down yard in Columbia, SC to partner on daily schedule, material logistics and safety communication.

2. How will the specific, quantitative goals in the Annual Business Plan and MPP Agreement be implemented via the work on the project? *Address general goals here and specific goals in question 9.*

SR partnered with NAPM during estimation phase contacting Material suppliers and utilizing estimation software. If team is awarded project, the project's scale will provide opportunity for SR to take steps toward its quantitative Bonding, Insurance and Revenue goals; this will also encourage steps toward its equipment goals.

3. How will the team focus on developing protégé's business and implementing the actions necessary to obtain results reflected in the Mentor-Protégé Agreement? *Identify milestones, thresholds, or other indicators team that would indicate success is being achieved.*

NAPM/SR will set schedule/production/cost for the project; then collaborate as a team to achieve those goals. Team will track project costs and progress via monthly work in progress meetings and discuss corrections as needed.



CITY OF COLUMBIA

Department of Utilities and Engineering
Compliance Division
P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-4130

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

Mentor:

Will provide lead PM, bonding, insurance, material purchase assistance and labor/equipment for main pipe work.

Protégé:

Will provide Asst. PM, material purchase and labor/equipment for misc. pipe work, trucking and restoration.

Subcontractors:

NAPM will procure any needed subcontractors and SR will assist with supervising their activities.

Special Arrangements:

NAPM/SR will each provide a PM that will work closely to management project.

5. What scope of work to be performed by each participant of the MPP team?

a. Description of Mentor's responsibilities:

Contract administration, subcontractor procurement, pay applications, as-built tracking, and main pipe & appurtenance installation

b. Description of Protégé's responsibilities on project:

Submittals, RFIs, permits, misc. pipe work, trucking, and restoration.

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

Estimation, scheduling, project management, deliverable tracking, safety, material purchase.

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

Estimated project duration is 5 months (150 days). SR will have roles during the pre-construction, construction and post-construction phases of the project.



CITY OF COLUMBIA

Department of Utilities and Engineering
Compliance Division
P.O. Box 147 | Columbia, South Carolina 29217
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7. How will the team comply with and maintain the focus on the requirements of the program for the duration of the project?

Project specific, NAPM and SR's PMs will collaborate on schedule, work scope assignments, deliverable and progress tracking; as well as make sure necessary MPP forms are completed and submitted when required.

8. What are the team's specific, quantitative goals and milestones for the current project?

NAPM and SR wish to continue their positive relationship and reputation with the CoC. If awarded, NAPM/SR will be committed to regular communication with CoC's mngt. personnel during each phase of the project and partner to achieve proper construction, minimum disruption to public and complete project on-time.

9. Outline of Regularly Scheduled meeting between Mentor and Protégé (Progress reporting).

NAPM/SR PMs will communicate daily on project's schedule and logistics. Shared lay down yard will be utilized for crew safety meetings during active construction. NAPM/SR's management will meet monthly to review overall project cost, production and status; as well as complete quarterly MPP reports when necessary.

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

NAPM, SR and subs (if applicable) will submit daily logs of completed work to be summarized on a monthly pay application. NAPM will review and submit approved applications for payment to CoC on an agreed date (typically 25th). SR and subs will be on a NET 30 day pay schedule with final retainage released upon project close out.



CITY OF COLUMBIA

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11. List the Subcontractors that will be used on this project, as well as the information requested below: (The Subcontractor(s) listed below will NOT consist of your Protégé.)

Subcontractor's Name	Telephone	Address	Who will they report to?	Contract Amount	MPP, MBE, WBE, SBE	Percentage of Contract
N/A						

12. What percentage of the project is being implemented by the Protégé? Must equate to a minimum of 20% of total contract amount.

Protégé Contract Value: \$58,579.00
Percentage of Contract: 20% (Minimum of 20% of total contract amount is required)



We Are Columbia

CITY OF COLUMBIA

Department of Utilities and Engineering
Compliance Division

P.O. Box 147 | Columbia, South Carolina 29217

Phone: 803-545-3049 Fax: 803-545-4130

MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

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

EXECUTED by NAPM, Inc. (Mentor Firm) this 17th day of December 2019.

Corporate SEAL

By: *Doreilly A. Herford*Title: Doreilly A. Herford, President

ATTEST:

By: *Brandon Leipprandt*Title: Brandon Leipprandt, Vice President

EXECUTED by Southern Roots, LLC. (Protégé Firm) this 17th day of December, 2019.

Corporate SEAL

By: *Bryce Yarbrough*Title: Bryce Yarbrough, Owner

ATTEST:

By: *Brandon Leipprandt*Title: Brandon Leipprandt, Vice President (NAPM)

RECOMMENDED FOR APPROVAL:

EXECUTED by the Department of Utilities & Engineering, Compliance Division on this 20 day of December, 2019.

By: *Justin Kelly*Title: *Compliance Administrator*

Bid No.: 027-19-20-LAG Darlington St. and Confederate Ave. Sewer Rehab (SS7436) Page 32 of 59

Business Information Record for Subconsultants/Subcontractors

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

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

Business Name (as shown on W9 or SAM.gov) / DUNS # & CAGE # (If Applicable)	City of Columbia Vendor Number	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code See Key Below)
Southern Roots Landscape Management, LLC. 3965 W. Beltline Blvd, Ste. 11 Columbia, SC 29204	V016109	Misc. Pipe Work, Trucking, Restoration	\$58,579.00	20 %	SBE	No
				%		
				%		
				%		
				%		
				%		

Key: Minority/Women Owned Business Enterprise Association Code

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

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

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

COMBINED TOTAL SUB AMOUNT: \$ 58,579.00

TOTAL CONTRACT AMOUNT: \$ 292,895.00

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

Business Name: North American Pipeline Management, Inc.

Representative Name/Title: Dorelly A. Herford, President

Date: 12/17/2019

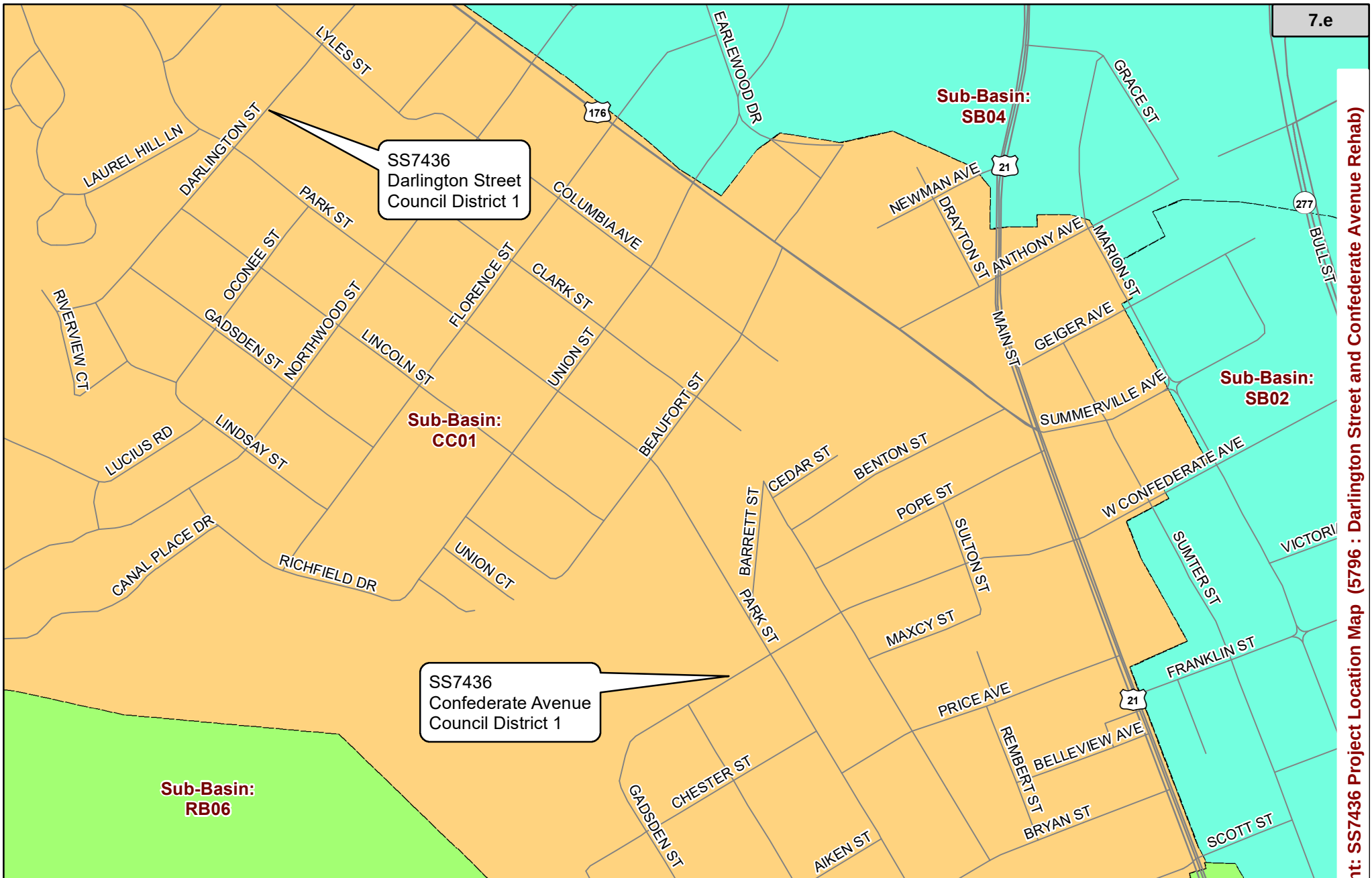
Business Information for Subconsultants/Subcontractors - continued

Attachment: Approval for Compliance - Imp Plan - BIR form (5796 : Darlington Street and Confederate Avenue Rehab)

Event Number	BID #27-19-20-LAG Addendum 1	Organization	City of Columbia, SC
Event Title	Darlington Street and Confederate Avenue	Workgroup	Purchasing
Event Description	Pre-Bid Meeting will be held on December 5	Event Owner	Latisha Grice
Event Type	IFBs	Email	latisha.grice@columbiasc.gov
Issue Date	11/25/2019 04:28:39 PM (ET)	Phone	
Close Date	12/17/2019 03:00:00 PM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
North American Pipeline Manag	Marietta	GA	12/17/2019 09:59:44 AM (ET)	1	\$292,895.00
Stutts & Williams, LLC	Lexington	SC	12/17/2019 02:44:41 PM (ET)	1	\$480,192.00
mcclam & associates inc	little mountain	SC	12/17/2019 02:52:30 PM (ET)	1	\$574,323.25

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





We Are Columbia

MEETING DATE: March 17, 2020

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to approve an agreement for Project SS7335-C; Force Main Easement Identification, as requested by Columbia Water. Award to Vaughn & Melton Consulting Engineers, Inc. in the amount of \$418,530.50. The firm is located in North Charleston, SC.

REQUISITION NO.: R199286

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: 5516205-SS7335-C-638305. The original budget amount is \$200,000.00. The remaining balance of \$218,530.50 will be allocated through the 2020-2021 O&M budget.

BUSINESS PROGRAM: Columbia Disadvantaged Business Enterprise Program

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

Vaughn & Melton of North Charleston, SC will complete Force Main Easement boundary identification, marking, and record locations for the City's entire Transmission System at 83% (\$347,380.32) of the total contract amount. This project has a Columbia Disadvantaged Business Enterprise (CDBE) participation goal of 17%. The CDBE goal has been met at 17%.

The following subcontractors will provide additional services/supplies:

Chao & Associates, a Minority Business Enterprise and CDBE of Columbia, SC will provide surveying at 17% (\$71,150.18) of the total contract amount.

There were three (3) responses to solicitation RFP006-19-20-BF Force Main Easement Identification

The service being provided will encompass the following:

Item number 1 Survey Force Main Easement Boundaries

Item number 2 Furnish and Install Monuments and Markers

Item number 3 Develop and Submit Easement Boundary Plats

The Office of the City Attorney has reviewed the Agreement and the ACM for Columbia Water and the Director of Utilities and Engineering recommend its approval.

ATTACHMENTS:

- Force Main Easement Identification SS7335-C (PDF)
- SS7335-C (PDF)

Vaugh & Melton Consulting Engineers, Inc.
Force Main Easement Identification SS7335-C



AGREEMENT FOR PROFESSIONAL SERVICES

This Contract Agreement is being awarded under procurement method RFP006-19-20-BF Force Main Easement Identification SS7335-C.

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 Vaugh & Melton, (hereinafter referred to as the "Consultant,"), to complete Force Main Easement boundary identification, marking, and record locations for the City's entire Transmission System for the City of Columbia, SC.

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

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

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

4. **TERM OF AGREEMENT** – The term of the Agreement is the date of the execution of a *Notice to Proceed and a valid Purchase Order from the City of Columbia* for an initial term unless otherwise written by the City and agreed upon through October 31, 2020,

Vaugh & Melton Consulting Engineers, Inc.
Force Main Easement Identification SS7335-C

with the option to renew or continue with work for one (1) additional one-year period at the mutual pleasure of both parties.

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

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

6. **COMPENSATION** – (See Exhibit B)

- A. The contract value is Four Hundred Eighteen Thousand, Five Hundred Thirty Dollars and 50/100 (\$418,530.50). The total compensation for 2019/2020 fiscal year to be paid by the City to the Consultant under this Agreement shall not exceed Two Hundred Thousand Dollars and No/100 (\$200,000.00).
- B. The Consultant shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). Consultant must invoice monthly regardless of work being completed during that period. If no work is completed, a zero balance invoice should be submitted. Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services, including any such services that are specified in the Summary of Proposed Subconsultants shown on Exhibit C hereto. Each invoice shall bear the signature of the Consultant, whose signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

Vaugh & Melton Consulting Engineers, Inc.
Force Main Easement Identification SS7335-C

C. Invoicing Procedure (See Exhibit E)

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

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

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

**Vaugh & Melton Consulting Engineers, Inc.
Force Main Easement Identification SS7335-C**

Consultant must submit a Prompt Payment Affidavit, Subconsultant list that identifies each Subconsultant (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to such Subconsultant(s). That documentation must be provided with every payment request submitted to the City, except for the first payment request.

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

E. Affirmative Action Procurement and Contracting Goals:

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

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

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

Vaugh & Melton Consulting Engineers, Inc.
Force Main Easement Identification SS7335-C

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

F. Subcontracting Goals

Under this Agreement, the subcontracting goals are Columbia Disadvantaged Business Enterprise (CDBE) with a 17% participation goal.

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

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

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

Vaugh & Melton Consulting Engineers, Inc.
Force Main Easement Identification SS7335-C

The Consultant agrees that it has or will enter into a separate contractual Agreement with the Protégé to which the City is not a party.

8. INDEMNIFICATION & INSURANCE

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

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

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

General Liability: The Consultant shall provide to the City evidence of General Liability insurance in an amount not less than One Million Dollars and no/100 (\$1,000,000) per occurrence, and Two Million Dollars and no/100 (\$2,000,000)

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dollars aggregate in accordance with the current Code of Ordinances, City of Columbia, South Carolina, which can be located at www.columbiasc.net.

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

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

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

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

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

9. PERMITS & LICENSES

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

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- D. The City of Columbia requires every person engaged or intending to engage in any calling, business, occupation or profession in whole or in part within the limits of the city to pay an annual license fee and obtain a business license as provided in the ordinance. Please contact the City of Columbia Business License Office with any questions at (803) 545-3345.

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

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

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

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

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

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

- 13. OWNERSHIP OF PROJECT** - All data, documents or other information of any description generated by or used by the Consultant or any Subconsultant retained by the Consultant and related to the services required by this Agreement shall be the

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property of the City and shall not be used by the Consultant for any purpose whatsoever except to perform the services required by this Agreement.

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

15. NOTICE - All notices and communications in connection with this Agreement will be addressed to the following:

City of Columbia

Name: Office of Procurement and Contracts
Title: Purchasing Agent
Address: 1800 Main Street, 2nd Floor
Columbia, SC 29201
Phone: (803) 545-3470
Fax: (803) 758-1013
Email: procurement@columbiasc.gov

Vaughn & Melton Consulting Engineers

Name: Randy Stepp, PLS, CFS
Title: Office Leader/Project Manager
Address: 2154 North Center Street
Suite A-101
North Charleston, SC 29406
Phone: (843) 974-5650
Email: rlstepp@vaughnsmelton.com

16. CONSENT DECREE - *Non-Applicable*

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

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- B. In addition to the requirements above, the Consultant shall comply with the document retention requirements of Paragraph 68 of the Consent Decree which includes, but is not limited to, the obligation to preserve all non-identical

copies of all documents, records, or other information (including documents, records, or other information in electronic form) in the Consultant possession or control that relate in any manner to the Consultant performance under this Agreement ("Preserved Documents"). Upon the Consultant performance of all services required under this Agreement, the Consultant shall provide the City with all Preserved Documents. In addition to the requirements above, the Consultant shall provide the City with all Preserved Documents upon termination of this Agreement.

- C. Upon the occurrence of a force majeure event as defined in Paragraph 55 of the Consent Decree, the Consultant shall provide notice to the City's Director of Utilities and Engineering in person, by phone, or by electronic mail within twenty-four (24) hours of when the Consultant first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the Consultant shall provide written notice in accordance with Section XII above to include the following information: an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken in an effort to prevent or minimize the delay; a schedule for implementation of any measures to be taken in an effort to prevent or mitigate the delay or the effect of the delay; and the Consultant rationale for attributing such delay to a force majeure event. The Consultant shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.

- D. The Consultant shall reimburse the City the amount of any stipulated penalties imposed on the City pursuant to Paragraph 47 of the Consent Decree if the Consultant neglects, fails, or refuses to meet the deadlines set forth in Exhibit B attached hereto. The Consultant agrees that any failure to meet such deadlines

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will result in the City's failure to meet the deadlines set forth in the Consent Decree except in the event of force majeure notice by the Consultant that results in the extension of said deadline by the U.S. Environmental Protection

Agency under the Consent Decree. The City reserves all other remedies available for the Consultant failure to perform pursuant to the Agreement.

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

17. MISCELLANEOUS

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

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

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

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

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

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

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- I. This Agreement is subject to City Council approval.
- J. The Consultant acknowledges, for itself and its Subconsultants, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:
1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;
 2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,
 3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.
- "Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.
- K. NON-DISCRIMINATION IN CONTRACTING POLICY (January 2020)
In carrying out the service, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, creed, national origin, sex, gender identity, sexual orientation, age, disability or other handicap, or any other characteristic protected by federal, state, and local laws ("protected characteristics"). The Contractor shall take affirmative action to ensure equal employment opportunities for all applicants for employment without regard to their protected characteristics. Such action includes, but is not limited to, the following: employment, promotion, demotion, transfer,

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recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, a notice provided by the government setting forth the provisions of this non-discrimination policy. The Contractor shall incorporate these non-discrimination requirements in all subcontracts for service work.

- L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.
- M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Consultant under this Agreement are matters of public record, but that the Consultant agrees that they shall only be made available to any individual or organization by the City and the Consultant or organization without the prior written approval of the City.
- N. Every exhibit, schedule and appendix attached to this Agreement and referred to herein is hereby incorporated into this Agreement by reference unless this Agreement expressly provides otherwise. This Agreement, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Business Information Record for Subconsultants /Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Agreement and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness Teresa Wilson, City Manager Date: _____

VAUGHN & MELTON CONSULTING ENGINEERS, INC.

E. Wrenn Barrett E. Wrenn Barrett Date: 2/27/2020
Print: Name/Title Signature

Recommended by:

Joey Jacob 02.27.2020
Joey Jacob, P.E., Director of Utilities, Utilities & Engineering Date

Clint Shealy 2/27/2020
Clint Shealy, P.E., Assistant City Manager for Columbia Water Date

Sandra A. Wright 3/3/2020
Sandra A. Wright, CPPB, Purchasing Agent/Director of Procurement and Contracts Date

APPROVED: _____
James M. Chip

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Force Main Easement Identification SS7335-C

LIST OF EXHIBITS

Exhibit A – Scope of Services

Exhibit B – Compensation & Anticipated Schedule

Exhibit C – Business Information Record for Subconsultants/Subcontractors

Exhibit D – Prime Business Information Statement

Exhibit E – Invoicing Procedures

Exhibit F – Prompt Payment Affidavit

**Exhibit G – Columbia Disadvantaged Business Enterprise
(CDBE) Program Guidelines**

Attachment: Force Main Easement Identification SS7335-C (5837 : Force Main Easement Identification)

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EXHIBIT A - SCOPE OF SERVICES

In general terms, the work described includes Sanitary Sewer Force Main Easement boundary identification, marking, and record location for the City. The majority of the sanitary sewer force mains are located on City owned property or easements owned, leased, or operated by the City.

The City has permanent sewer easements that are of varying width. Property and easements encountered during this project can vary from wet, low lying areas next to creeks, streams or rivers to those in fully developed neighborhoods and business districts, to easements on steeply sloped embankments, or to areas at City owned facilities.

The City's Sanitary Sewer Transmission System shall be divided into two areas to be addressed separately in order to complete Force Main Easement boundary identification, marking, and record location for the City's entire Transmission System. The area to be addressed by this project is identified as SS7335-C and includes the following Force Main Easements, from the Lift Station up to and including the discharge manhole:

Gills Creek Basin

Pump Station (ID No.)	Force Main (Linear Feet)
Animal Shelter (025)	827
Atlas Road (005)	1852
East Bluff (030)	1583
Food Lion (250)	273
Starlite (090)	1818
Versch Loch (100)	4672
Woodlands (010)	2498
Pasta Company (P003)	1335
TOTAL	14858

NOTE: Shady Lane and Village Pond Force Mains are NOT included in the project scope.

Mill Creek Basin

Pump Station (ID No.)	Force Main (Linear Feet)
Emerald Lakes (035)	427
Galaxy (045)	2853
Mallard Pointe (060)	2066
Mill Creek (065)	24366
TOTAL	29712

Total length for this contract is 44, 570 linear feet (8.55 miles)

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The Scope of Work was revised based on the negotiation meeting that transpired on Thursday, January 9, 2020 at 1:00 pm (ET).

The City requests all corners to be set with rebar and cap in concrete, with carsonite marker as requesting in the RFP UNLESS the corner falls in asphalt, concrete, or other surface that would not allow such monument to be set. Use of "common sense" is to dictate what corners are to be set. Use of an alternate corners could be railroad spikes, mag-nails with scribed marks, etc. Each corner to have a carsonite marker witness post UNLESS it falls in the front yard of a residence or business (use "common sense" to dictate). Assume up to 20% of corners not to be in concrete or with carsonite markers. Revise Cost proposal for the RFP reflecting the reduction of linear footages, updated with price for item #2 and reduction in the number of boundary plats provided below.

The Offeror shall enter the unit prices and compute the totals for each line item and the full bid					
ITEM NO.	DESCRIPTION	REVISED EST. QTY.	UNIT	UNIT PRICE	EXTENSION
1	Survey Force Main Easement Boundaries Incl. all labor, tools, equipment, and materials required for researching, locating and surveying easements along form main pipe line segments (Project Manual Section 7.6.4.A)	44,570	LF	\$4.25	<u>\$189,422.50</u>
2	Furnish and Install Monuments and Markers Incl. all labor, tools, equipment, and materials required to boundary and witness monuments and above ground markers (Project Manual Section 7.6.4.B)	44,570	LF	\$4.40	<u>\$196,108.00</u>

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3	Develop and Submit Easement Boundary Plats Easement Boundary Plats shall be on a per sheet basis, as necessary to complete all force main easement plats using a scale of no larger than 1" =50, no smaller than 1" =200', and utilizes 24"x36" sheets. Incl. all labor, tools, equipment, and materials required to satisfactorily complete and submit all force main easement boundary plats (Project Manual Section 7.6.4.C)	24	EA	\$1,325.00	<u>\$33,000.00</u>
<i>Four Hundred Eighteen Thousand, Five Hundred Thirty Dollars and Fifty Cents</i>				REVISED TOTAL Proposal	<u>\$418,530.50</u>

The Offeror shall perform all administrative and management tasks necessary to support satisfactory completion of the work scope as described in the Project Manual, including project schedule development and update, payment application submission, and work progress tracking via the Contractor Work Summary.

The Offeror shall survey all Force Main easement boundaries, including all research, measurements, and computations as described in the Project Manual.

The Offeror shall field locate easement boundaries and Force Main reference points (e.g. manholes and air-relief valves) and install monuments to designate easements in accordance with Standards of Practice Manual for Surveying in South Carolina and as described in the Project Manual.

The Offeror shall develop an Easement Boundary Plat from the Force Main Easement Boundary survey and submit to the City within 30 days of project work activity completion or project termination as described in the Project Manual.

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Exhibit B
Compensation and Anticipated Schedule

March 2020	\$50,000.00
April 2020	\$50,000.00
May 2020	\$50,000.00
June 2020	\$50,000.00
End of Fiscal Year 2019-2020	Total \$200,000.00
July 2020	\$60,000.00
August 2020	\$60,000.00
September 2020	\$60,000.00
October 2020	\$38,530.50
End of Project	Total \$218,530.50
PROJECT COMPLETION	Grand Total \$418,530.50

This is an anticipated schedule and monthly invoicing based on completed percentage of work with start date of March 1, 2020.

This includes the Subcontractor amount of 17% (\$71,150.18) of the total contracted amount for the CDBE participation goal.

CITY RESPONSIBILITIES

The City will furnish, as required by the work and not at the expense of the Consultant, the following items:

1. Provide all surveys, maps, drawings, reports, records, audits, annual reports, and other data that are available in the files of the City and which may be useful in the work involved under this Agreement.
2. Provide access to public and private property when required in performance of the Consultant's services.
3. Manage the performance of the other consultants under direct contract to City necessary for the Project. (Coordination and sharing of information with other consultants for the purpose of related Project issues is included in this scope of services and compensation.

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4. Notwithstanding anything to the contrary contained herein, City assumes sole responsibility and waives all rights and claims against Consultant for all loss of or damage to property owned by or in the custody of City and any items at the jobsite or in transit thereto (including, but not limited to, construction work in progress), whether such loss or damage results from tortious or non-tortious causes. (Consultant shall be held responsible for repair/replacement of any loss of or damage to property, structure, equipment, etc. specifically caused by the Consultant or a subcontractor of the Consultant.

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Exhibit C

Business Information Record for Subconsultants/Subcontractors

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

Project: RFP006-19-20-BF Force Main Easement Identification SS7335-C

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

Business Name (as shown in SAM.gov) / DUNS # & CAGE #	City of Columbia Vendor number	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (Indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code - See Key Below)
Chao & Associates, Inc. 189168735 - 3HMY5	V001545	Surveying	\$71,150.18	17%	MBE CDBE	AM
				%		
				%		

Key: Minority/Women Owned Business Enterprise Association Code

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

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

COMBINED TOTAL SUB AMOUNT \$ 71,150.18

TOTAL CONTRACT AMOUNT: \$ 418,530.50

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

Business Name: Vaughn & Melton Consulting Engineers

Representative Name/Title: Randall L. Stepp, PLS Project Manager / Office Leader

Date: 1 / 30 / 2020

Business Information for Subconsultants/Subcontractors – Continued

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List information for each Subcontractor or Subconsultant below.

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

CHAO & ASSOCIATES, INC.

Company Name

7 Clusters Ct. Columbia, SC (Main Campus) / 1728 Main St. Columbia, SC (Downtown Campus)

Physical Address

7 Clusters Ct. Columbia, SC (Main Campus) / 1728 Main St. Columbia, SC (Downtown Campus)

Mailing Address

Columbia, SC 29210 4831 (Main) / Columbia, SC 29201 4831 (Downtown)

City/State Zip Code + 4

(803) 772-8420

Phone number

(803) 772-9120

Fax number

Jimmy C. Chao, PE

Primary Contact Name

Gerald Lee, PE

Secondary Contact Name

jimmy@chaoinc.com

Primary Contact Email Address

geraldl@chaoinc.com

Secondary Contact Email Address

57-0848493

Federal ID #

V001545

Vendor #

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EXHIBIT D - PRIME BUSINESS INFORMATION STATEMENT

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

Offeror/Respondent's Business Name: Vaughn & Melton Consulting Engineers, Inc.

Headquarters Address: 3600 Forest Drive, Suite 102 Columbia, SC 2920 (Regional HQs)
109 S. 24th Street, Middlesboro, KY 40965 (Main HQs)

Local Office Address, if applicable: 2154 North Center Street
Suite A-101
North Charleston, South Carolina 294406

Phone No.: 843.534.5046 Fax No.: N/A

Email address: RLSTEPP@VAUGHNMELTON.COM

Tax ID No. (Soc. Sec. No., if Sole Proprietor): 61-0663508

DUNS Number: 048237846

Select One: ☒ Corporation ☐ Sole Proprietor ☐ Partnership

*Have you (as a Sole Proprietor), your business or anyone on the proposed team bidding on this project, ever been debarred or suspended? Yes ☐ or No ☒

*Are you (as a Sole Proprietor), your business or anyone on the proposed team bidding currently involved in any litigation with the City? Yes ☐ or No ☒

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

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

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

Name/Title: Randall L. Stepp, PLS / (Project Manager & Office Leader)

Phone Number: Office 843.534.5046 / 843.974.5650 Cell 843.693.9161

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EXHIBIT E – INVOICING PROCEDURES

1. The City's Project Manager or his/her designee must review all invoices prior to payment.
2. The Consultant's invoice must contain sufficient detail by task and resource and should be easily traceable to the work completed on the project schedule or item supplied. Descriptions used in the project schedule or item description shall match those descriptions contained in the Consultant's invoice.
3. The work completed on the Consultant's project schedule must be the basis for full or percentage of completion payment on the Consultant's invoice.
4. The Consultant will not request payment for taxes on Professional Services, labor or installation fees.
5. The Consultant will not invoice, or request payment for any equipment or services that may be specified in this Agreement prior to the delivery of said equipment or performance of said services.
6. The Consultant shall adhere to an agreed-upon delivery schedule for equipment and/or services. This is to ensure that the City does not have to pay for the advanced delivery of equipment that it was not expecting in that timeframe and/or have to warehouse or make space for unanticipated equipment deliveries. Exceptions to this requirement must be approved by the City in writing.
7. All invoices shall include a valid Purchase Order number; if emergency purchases are required for any reason before a purchase order number is available, a copy of the emergency request for purchase should accompany the Consultant's invoice.
8. The Consultant shall name a representative that will be responsible for reviewing all invoicing concerns that the City may have concerning this project.
9. The Consultant shall submit receipts for all actual expenses.
10. Travel expenses including airfare and car rental shall be invoiced at cost, without markup and with approved documentation (Note: This section does not apply to travel within the Columbia region for work being performed for the Agreement but only pertains to travel to and from Columbia if necessary to fulfill the terms of the Agreement).

**Vaugh & Melton Consulting Engineers, Inc.
Force Main Easement Identification SS7335-C**

11. Lodging shall be invoiced up to the per diem rate according to the GSA rates established at www.gsa.gov , based on the date of travel.
12. Field documents and other equipment/supplies shall be invoiced at cost only; no markup allowed and with approved documentation, and
13. Other required non-labor expenses as may be applicable to the project and preapproved by the City shall be invoiced at cost only; no markup allowed and with approved documentation.
14. Each invoice/payment request shall identify the percentage and dollar amount that will be paid to the subcontractor and/or vendor for work performed and materials/products furnished. If required, the Consultant shall submit supporting documentation as required by the designated point of contact to support the amount being invoiced.
15. The Consultant shall provide the names of the subcontractors and/or vendors and a description of the work performed in the invoices/request for payment. The Consultant shall also provide a breakdown of the supplies and materials being billed by each subcontractor and/or vendor and the dollar amount to be reimbursed by the City.

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

1. The Consultant is required to pay all Subcontractors and material suppliers for all work that the Subcontractor has satisfactorily completed, no later than twenty (20) calendar days after the Consultant has received payment from the City.
2. In addition, all Retainage amounts received from the City by the Consultant must be paid by the Consultant to the Subcontractor no later than fourteen (14) calendar days after the Subcontractor has, in the opinion of the City or his/her designee, satisfactorily completed its portion of the Work.
3. A delay in or postponement of payment to the Subcontractor or material supplier requires good cause and prior written approval of the City or his/her designee.
4. The Consultant is required to include, in each subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.

Vaugh & Melton Consulting Engineers, Inc.
Force Main Easement Identification SS7335-C

5. The City will not pay the Consultant for work performed unless and until the Consultant ensures that the Subcontractors have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing with the City lien waivers, canceled checks (if requested), and the Consultant's sworn statement that it has complied with the prompt payment requirements. The Consultant must submit a Prompt Payment Affidavit, Subcontractor list which identifies each Subcontractor (both DBE and non-DBE) with their contract values and the date and amount of the last payment to such Subcontractor(s), with every payment request filed with the City, except for the first payment request, on every Agreement with the City.
6. Failure to comply with these prompt payment requirements is a breach of this Agreement. The City reserves the right to pursue any and all remedies permitted under law for breach of contract, including, but not limited to, Consultant debarment.

Space Intentionally Left Blank

Vaugh & Melton Consulting Engineers, Inc.
Force Main Easement Identification SS7335-C

Exhibit F – PROMPT PAYMENT AFFIDAVIT

Consultant will place a check in the appropriate box below that applies to this payment request.

Re: Payment Request No. _____

I, _____ (Name), the _____ (Title - e.g., President, Vice President, etc.) of _____ ("Company"), do state the following with regard to payments made under Contract No. _____ ("Contract"):

1. ____ Consultant, at the first tier, both DBE and non-DBE, who completed work and were listed for payment on the prior Payment Request No. _____, were paid no later than twenty (20) calendar days after Company received payment from the City.

2. ____ Copies of invoices and cancelled checks for Consultant at the first tier who were paid under the prior payment request have been delivered or mailed to the Construction Management Division. In addition, Company has attached to the current Payment Request all lien waivers for prior subcontractor payments and any other documentation required by the City. (Failure to attach all required documentation to the Payment Request or forward cancelled checks and invoices to the City may cause the Payment Request to be rejected by City.)

3. ____ All retainage amounts withheld from any Consultant who satisfactorily completed its portion of the contract work, including punch list items, were paid to the Consultant(s) no later than fourteen (14) calendar days after it satisfactorily completed its work, whether or not City has paid said retainage amounts to Consultant. Attach a copy of the cancelled check evidencing payment of each retainage amount.

4. ____ There was no delay in or postponement of any payment owed to a Consultant, whether periodic payment or retainage amount, except for good cause and after receipt of prior written approval from the City.

Attach a copy of the written approval from the City of Columbia.

Company Name

Signature

Print Name

Date: _____

Subscribed and sworn to before me this ____ day of _____ 20__.

Notary Public



**City of Columbia
Inter-Office Memorandum**

To: Procurement

Date: 09/16/2019

From: Office of Business Opportunities - Compliance Office

Project #: SS7335- C - Designate, Mark and Record Locations of Easement Boundary over Sanitary Sewer Force Mains

Project Type: Professional Services

Total Project Estimate Per Project Manager): \$300,000.00

Project Description (Per Project Manager): The OWNER's Sanitary Sewer Transmission System shall be divided into three areas to be addressed separately in order to complete Force Main Easement boundary identification, marking, and record location for OWNER's entire Transmission System. The area to be addressed by this project is identified as SS7335-B and includes the following Force Main Easements, from the Lift Station up to and including the discharge manhole.

Compliance Program(s) Associated with this Project: ☒ CDBE ☐ SOP ☐ MPP ☒ LBE

Goals for Program(s) that are Associated with this Project: CDBE & LBE

Compliance Approval: ☒ YES ☐ NO

Engineer Review/Additional Subs? ☒ YES ☐ NO

OBO Director Approval: ☒ YES ☐ NO

Program(s) Language (Items to include in the Bid / Solicitation):

The City is an equal opportunity employer and encourages Local Business Enterprise (LBE), Small, Women-owned, Minority, Veteran, or Disadvantaged or Historically Underutilized Business in accordance with SBA guidelines and/ or similar state or federal certification programs participation to the extent legally feasible.

It is the goal of the City of Columbia, SC to maximize opportunities for historically Disadvantaged Enterprise Businesses (DBEs) including, but not limited to, Small Businesses (SBEs), Minority Businesses (MBEs), Women-Owned Businesses (WBEs). In an effort to encourage socially and economically disadvantaged business participation, this goal extends to Bidders, Offerors, Subcontractors and suppliers on its procurement and contracting offerings. The City of Columbia Local Business Enterprise (LBE) policy applies to this solicitation. You do not have to be a LBE in order to submit a proposal for this project. For the purpose of ranking proposals submitted in competition for a qualifying contract valued above \$25,000 under a best value method of contracting wherein factors, other than price, are taken into consideration, the City shall evaluate any proposal submitted by an LBE by increasing its cost/price evaluation factor by five (5) percentage points of the total number of points allocated for the proposal evaluation process. If the aforementioned Evaluation Preference results in the LBE offeror's proposal being ranked as the highest scoring proposal among all proposals submitted, then the contract shall be awarded to the LBE offeror provided that interviews and/or demonstrations are not required. The certified LBE must be from the 8 county Combined Statistical Area (CSA) as defined in the City of Columbia's LBE policy and must also be registered with the City of Columbia's Compliance Office as a certified LBE before the proposal is submitted. Please see the City of Columbia's LBE Policy at www.Columbiasc.gov under departments/obo/LBE for details.

Attachment: SS7335-C (5837 : Force Main Easement Identification)

A Disadvantaged Business Enterprise (DBE) is a business, which is, at least fifty-one percent (51%) owned and operated by one or more socially and economically disadvantaged individuals and whose management and daily operation is controlled by the qualifying party or parties. In the case of a publicly owned business, at least fifty-one percent (51%) of the stock must be owned by and the business operated by socially and economically disadvantaged individuals.

Firms must comply with the City of Columbia Disadvantaged Business Program (CDBE) in response to this RFP/solicitation. The CDBE participation goal has been set at 17% for this project. The respondent must subcontract 17% of its contract to qualified available CDBE subcontractors. A CDBE is defined as (1) a certified Business (2) that has an office in the Columbia-Orangeburg-Newberry Combined Statistical Area for one year; and (3) is a socially and/or economically disadvantaged business. Please see the City of Columbia's CDBE Guidelines & Policy at www.ColumbiaSC.gov under departments/obo/CDBE for details.

Note for Procurement:

Evaluation Criteria LBE – 5%

CDBE Criteria – 17%

5% (All or Nothing)

Reviewed & Approved by: _____


(OBO – Compliance Department)

Date: _____

9/16/19

Attachment: SS7335-C (5837 : Force Main Easement Identification)



We Are Columbia

MEETING DATE: March 17, 2020

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve a contract for Project CP003403-SR8053; Main Street Intersections Improvements, as requested by Columbia Water. Award to AOS Specialty Contractors, Inc., a Disadvantaged Business Enterprise (Woman) and a Local Business Enterprise, in an amount not to exceed \$988,911.50, which includes contingency. This firm is located in Lexington, SC.

REQUISITION NO.: R194160

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: CP003403-SR8053. The original budget amount is \$988,911.50.

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

The following supplier will be providing additional materials:

W.M. Roebuck, Inc. of Lexington, SC will be providing specialization items at 47% (\$422,176.50) of the total contract value.

There were two (2) responsive and responsible bids received for this project under BID #015-19-20-LAG.

The total construction time allocated for this project is ninety (90) consecutive calendar days after the Notice to Proceed is issued.

Base Bid	\$ 899,010.45
Contingency (10%)	\$ 89,901.05
Total	\$ 988,911.50

ATTACHMENTS:

- Contract Approved by Legal (PDF)

- Bid Tabulation (PDF)
- AOS -BIR Form (PDF)
- Notice to Proceed - Construction Concurrence APPROVAL (PDF)

CONTRACT

City of Columbia, South Carolina

SR8053

Main Street Intersections Improvements

BID 015-19-20-LAG

This Contract is made by and between the City of Columbia, Columbia, South Carolina, hereinafter called Owner, and **AOS Specialty Contractors, Inc.** with legal address and principal place of business at **1224 Two Notch Road, Lexington SC, 29073**, hereinafter called Contractor. Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

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

ARTICLE 2. ENGINEER.

2.1 The Project has been designed by City of Columbia.

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be ninety (90) consecutive calendar days from the said date of commencement as defined in the Notice to Proceed (NTP) to fully complete the amount of work herein contemplated.

3.2 Contractor agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract Time stated above. It is expressly understood and agreed, by and between Contractor and Owner that the Contract Time is reasonable for the completion of the Work, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents in current funds at the contract price agreed upon in the Contractor's Bid Form attached to this Contract which establishes the contract price as **Eight Hundred Ninety-Nine Thousand Ten Dollars and Forty-Five Cents (\$899,010.45)**.

ARTICLE 5. APPLICATIONS FOR PAYMENT

5.1 Contractor shall submit Applications for Payment in accordance with Part 15 General Specifications of the City's Engineering Regulations. Applications for Payment will be processed as provided in the Conditions of the Contract.

City of Columbia, SC
8/07/2017

1

Attachment: Contract Approved by Legal (5799 : Main Street Intersection Improvements)

ARTICLE 6. PROGRESS AND FINAL PAYMENTS

6.1 Owner will make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment, monthly during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in the General Specifications.

6.2 Upon final inspection and acceptance of the Work, in accordance with Part 15 General Specifications, Owner will pay the remainder of the Contract Price.

ARTICLE 7. LIQUIDATED DAMAGES

7.1 Owner and Contractor recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the Contract Time (and specific milestones) specified in Article 3 above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Two Hundred Fifty Dollars and Zero Cents (\$250.00) per day for each calendar day of delay until the Work is complete.

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

ARTICLE 8. ASSURANCE

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

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

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

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 Invitation For Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Part 15 "General Specifications" and Part 20 "Sodding, Fertilizing, and Seeding", of the City of Columbia's Engineering Regulations

9.2.7 Special Provisions.

9.2.8 Permits

9.2.9 SCDOT LPA Required Provisions.

9.2.10 Location Map

9.2.9 SR8053 Main Street Drawings Phase III, including pages 1 through 8, inclusive and dated 4/7/2017, the Traffic Engineering Drawings numbered 1 through 3 inclusive and dated 8/31/2018 and the SC DOT Standard Drawings numbered 601-205-02 through 601-205-07, inclusive and dated 1/30/2008.

9.2.10 Addenda numbers 1 to 2, inclusive.

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

ARTICLE 10. TERMINATION

The City shall, at its sole option and discretion, have the right to terminate this contract for any reason whatsoever by providing the Contractor with a notice of termination to be sent by registered mail, return receipt requested. Whenever the Contractor is terminated for convenience under this clause or is wrongfully terminated under any other clause of this contract, the Contractor shall only be entitled to the actual direct costs of all labor and material expended on the job prior to the effective date of the termination plus 15% or the Contractor shall be entitled to be paid a pro-rate percentage of the total

City of Columbia, SC
8/07/2017

contract price which is equal to its percent of completion, whichever of the two methods provides the lowest sum to be paid to the Contractor. In no event shall the Contractor be entitled to anticipatory profit or damages for any termination under this clause. In no event shall the Contractor be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

ARTICLE 11. MISCELLANEOUS

11.1 Terms used in this Contract that are defined in Part 15 General Specifications shall have the meanings assigned in the Conditions of the Contract.

11.2 Neither Owner nor Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part any interest under any of the Contract Documents; and, specifically but without limitation, Contractor shall not assign any monies due or to become due without the prior written consent of Owner. In case Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract.

11.3 Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives in respect to all covenants, Contracts and obligations contained in the Contract Documents.

11.4 The Contract Documents constitute the entire Contract between Owner and Contractor and may only be altered, amended or repealed by a Modification.

11.5 This Contract does not commit the City of Columbia to pay for any pre-bid costs. Any costs associated with IFB preparation, pre-bid conferences and any other activity prior to award of a contract shall be at the bidder's expense. Rooms, meals, travel, telephone, data processing, administrative and clerical costs associated with the project shall be at the bidder's expense.

This Contract is subject to the final approval of Council and shall become effective on the date listed on the subsequent Notice to Proceed (NTP) and City of Columbia Purchase Order. The Contractor shall not perform work on or incur any costs associated with this contract prior to the commencement date listed on the Notice to Proceed and the City issued purchase order for work outlined herein. The City assumes no liability for any expenses incurred prior to the issuance of the NTP and purchase order.

Contractor

BY

(CORPORATE SEAL)

Attest

Address for giving notices:

Date: _____

Owner

City of Columbia, SC

BY

Teresa Wilson, City Manager

(CORPORATE SEAL)

Attest

Address for giving notices:

Department of Procurement and Contracts

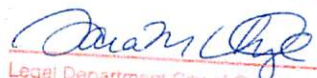
1800 Main Street, 2nd Floor

Columbia, SC 29201

Date: _____

Note: If Contractor is a corporation, an affidavit giving the principal the right to sign the Contract must accompany the executed Contract.

APPROVED AS TO FORM


 Legal Department City of Columbia, SC

City of Columbia, SC
8/07/2017

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Attachment: Contract Approved by Legal (5799 : Main Street Intersection Improvements)

Event Number	BID #015-19-20-LAG Addendum 2	Organization	City of Columbia, SC
Event Title	Main Street Intersection Improvements	Workgroup	Purchasing
Event Description	Pre-Bid Meeting will be held on November	Event Owner	Latisha Grice
Event Type	IFBs	Email	latisha.grice@columbiasc.gov
Issue Date	10/30/2019 02:09:08 PM (ET)	Phone	
Close Date	11/21/2019 03:00:00 PM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
AOS Specialty Contractors, Inc.	Lexington	SC	11/21/2019 02:53:54 PM (ET)	1	\$899,010.45
L-J, Inc.	Cayce	SC	11/21/2019 02:24:43 PM (ET)	1	\$1,046,250.50

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

Business Information Record

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

MUST BE TYPED - "NO LINE STRIKE THROUGH"

Business Name & Address	Contact Name & Telephone	Services and / or Materials Provided	Cost of Services and / or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE (indicate all that apply)	Is your Business CDBE Approved Yes or
W. M. Roebuck, Inc. 4850 Fish Hatchery Rd Lexington, SC 29073	Mike Roebuck 803-755-6010	Signalization Items	\$422,176.50	47 %	---	No
				%		
				%		
				%		
				%		

TOTAL: \$ 422,176.50

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

Business Name:

AOS Specialty Contractors, Inc.

Representative Name / Title:

Dianne Rushing, President

DR

Date:

November 21, 2019

Attachment: AOS -BIR Form (5799 : Main Street Intersection Improvements)



South Carolina
Department of Transportation

9.d

February 12, 2020

Ms. Dana Higgins, P.E.
City Engineer
City of Columbia
Post Office Box 147
Columbia, South Carolina 29217

Re: Notice to Proceed – Construction Concurrence APPROVAL
LPA-05-13 – Main Street Beautification Phase 3 (Main St/Mast Arms)
Project ID – 0042326

Dear Ms. Higgins:

The South Carolina Department of Transportation (SCDOT) has completed its review of materials provided with the LPA Construction Award Concurrence Request Form.

After reviewing the bid proposals and supporting documentation for the project, SCDOT concurs with the award of the construction contract for the above referenced project to the lowest responsive bidder, AOS Specialty Contractors, Inc. in the amount of \$899,010.45, as stated in the bid documents submitted to SCDOT.

The City is hereby approved to proceed with the award of the construction contract for the referenced project. Please provide the following documentation to this office, when available:

- The completed LPA Construction Contract Information Form, with documentation, found under “Program Development Forms” at the SCDOT website <http://www.scdot.org/business/lpa.aspx>.
- A copy of the executed Construction Contract.

Please contact Derek Frick, SCDOT Assistant District One Construction Engineer at (803) 737-6626 or frickdj@scdot.org, to ensure that the necessary SCDOT district personnel are invited to the pre-construction meeting. Mr. Frick will be your major point of contact for day-to-day construction activities. In addition, you may continue to work closely with Assistant Program Manager, Joshua Meetze, as the project continues to develop. His number is (803) 737-9967.

Thank you for your efforts to advance this project. As a reminder, please continue to follow the Procedures for Local Public Agency Administration and other useful documents at <http://www.scdot.org/business/lpa.aspx> to ensure that the City progresses within the guidelines described in the construction section.

Post Office Box 191
955 Park Street
Columbia, SC 29202-0191



www.scdot.org
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Affirmative Action Employer
855-GO-SCDOT (855-467-2368)

Packet Pg. 130

Attachment: Notice to Proceed - Construction Concurrence APPROVAL (5799 : Main Street Intersection Improvements)

Ms. Dana Higgins, P.E.

Page 2

February 12, 2020

Should you have any questions or concerns, please do not hesitate to contact me at (803) 737-4492.

Sincerely,

Sid Bacchus
Local Public Agency Engineer

SCB:seaj

cc: Reginald Simmons, COATS
Gary Porth, City of Columbia ✓
Andrea Bolling, City of Columbia

ec: Randy Young, Chief Engineer for Project Delivery
Robbie Isgett, Director of Construction
Robert Dickinson, District One Engineering Administrator
Phillip Sandel, Midlands Region Production Engineer
Berry Mattox, Midlands Program Manager
Joshua Meetze, Midlands Assistant Program Manager
Derek Frick, Assistant District One Construction Engineer
Maggie Hendry, Acting Chief of Financial Planning
Ikesha Sumpter, Quality Assurance Manager
Temple Short, Operations Engineer
Gary Linn, DBE Program and Compliance Manager
James Cooper, DBE Liaison
Carolyn Burton, DBE Development Manager
Barbara Beagles, Director of Civil Rights
Yolanda Byrd, LPAA Coordinator

File: LPAA/SEAJ/2020Finals/ConstrConcur



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Attachment: Notice to Proceed - Construction Concurrence APPROVAL (5799 : Main Street Intersection Improvements)



South Carolina
Department of Transportation

9.d

LPA Construction Award Concurrence Request Form

Prior to the award of a construction contract, the Local Public Agency (LPA) shall submit to the SCDOT Local Public Agency Administrator (LPAA), this request for review and concurrence of award along with the appropriate documentation listed below. Upon review and concurrence, the LPA shall provide a formal award notice to the successful bidder.

Local Public Agency: City of Columbia

Contact Person: Andrea Bolling, PE

Title: Deputy Director of Engineering

Address: 1136 Washington Street

Phone: 803-545-3379

Columbia, SC 29201

Contract Area / Number: _____

County: Richland

Project Name: MAIN STREET BEAUTIFICATION PHASE III (SR8053)

File Number: LAP-05-13

Master PIN Number: 24169

Date of Agreement: April 5, 2013

Construction Completion Date: _____

To: **Director of Construction**

The County/City/Town of Columbia is requesting your concurrence in award for the construction of the above referenced project to AOS Specialty Contractors. The project description is as follows:

Project Description: Remove and replace curbing, sidewalk & handicap ramps. Remove traffic lights and install mast arms. Remove concrete, mill intersections and resurface.

This concurrence request shall include the following documentation:

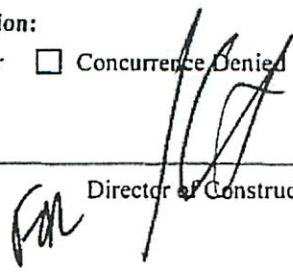
Construction:

- | | |
|---|--|
| ☒ SCBO Advertisement | ☒ Bid Tabulations (include electronic and hard copy) |
| ☒ Bid Proposal (include electronic and hard copy) | ☒ Bid Bonds |
| ☒ Plans | ☐ Committal Sheets for DBE participation (if required) |
| ☒ Construction Estimates (include electronic and hard copy) | ☐ Signed Quotes from DBE(s) listed on Committal Sheet |
| ☒ List of Bidders with Bid Amounts | (if required) |

The South Carolina Department of Transportation has reviewed the documentation submitted and concurs with the selection of AOS Specialty Contractors as the successful proposer / bidder. The County/City/Town of Columbia may award the contract to AOS Specialty Contractors based on the information submitted by you on _____.

Construction:

- ☒ Concur ☐ Concurrence Denied


Director of Construction

02/10/2020

Date



We Are Columbia

MEETING DATE: March 17, 2020

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2020-023 Authorizing the City Manager to execute a Contract of Sale, Deed and any other documents necessary to consummate the transfer of 6317 Azalea Drive, Richland County TMS #13810-01-16 from the City of Columbia (Community Development Department)

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

PURPOSE:
First reading approval was given on March 10, 2020.

ATTACHMENTS:

- 2020-023 Contract of Sale 6317 Azalea Drive (PDF)

HISTORY:

03/10/20

Columbia City Council

APPROVED ON FIRST READING.



CONTRACT OF SALE

Date. A Contract for the sale and purchase of the hereinafter described property is entered into by and between _____, Purchaser(s) and **City of Columbia, South Carolina**, Seller.

Offer and Description. Purchaser(s) agree(s) to buy and Seller(s) agree(s) to sell that lot or parcel of land, with improvements thereon situated in **Richland** County, State of **South Carolina** and being described as follows: **TMS# 13810-01-16.**

The Property address: 4317 Azalea Dr. Columbia, SC 29205

Conveyance Shall Be Made. Conveyance shall be made subject to all covenants of record (provided they do not make the title unmarketable) and to all governmental statutes, ordinances, rules and regulations.

Price The purchase price is Two Hundred Twenty-Five Thousand and No/100 (**\$225,000.00**) **Dollars** and shall be paid by the Purchaser as follows: Five Hundred and No/100 **\$500.00 Dollars** (same as required down-payment) upon execution of the Contract as an earnest money in certified funds towards the purchase price.

Closing Cost. The Purchaser shall pay all pre-paid items to include 1st year annual home owners insurance, required property taxes, and insurance escrow due at closing. Purchaser is responsible for the preparation of the deed; and any deed of trust; the fees of the Purchaser closing attorney. The Seller shall pay all allowable closing cost not to exceed **One Thousand Five Hundred and No/100 (\$1,500.00) Dollars.**

Contract Contingencies: This closing is contingent upon the Purchaser receiving financing from the City of Columbia's Community Development Home Loan Program and meeting all the required underwriting and income requirements of the loan program.

Conveyance Date of Closing. The closing shall take place within sixty (60) days from the date of this contract. Seller(s) agree(s) to convey by marketable title and deliver a proper statutory warranty deed with power duly renounced, if applicable, and free of encumbrances, except as herein stated, with all stamps affixed thereto. The deed shall be prepared in the name of _____

ORDINANCE NO.: 2020-023

*Authorizing the City Manager to execute a Contract of Sale, Deed and any other documents
necessary to consummate the transfer of 6317 Azalea Drive,
Richland County TMS #13810-01-16 from the City of Columbia*

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2020, that the City Manager is authorized to execute the attached Contract of Sale, or on a form approved by the City Attorney, a deed and any other documents necessary and approved by the City Attorney to consummate the transfer of 4317 Azalea Drive, Richland County TMS #13810-01-16, for the sum of Two Hundred Twenty-five Thousand and No/100 (\$225,000.00) Dollars.

Requested by:

Assistant City Manager Gentry

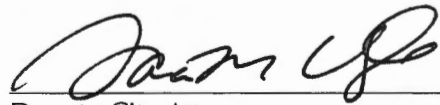
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Deputy City Attorney

City Clerk

Introduced:

Final Reading:

Adjustments: Real estate taxes, homeowner association/regime fees, and rents when applicable, will be adjusted as of the date of closing. Tax proration pursuant to this Contract is to be based on the tax information available and deemed reliable by the Closing Attorney on the date of closing and to be prorated on that basis. Buyer will be responsible for applying for any applicable tax exemptions. Buyer is also responsible for any tax increases due to change of ownership. Unless otherwise agreed, Seller will pay all regular and special homeowner's association assessments and all governmental assessments levied through date of closing and Buyer will pay for those assessments levied after the date of closing.

Condition of Property. This property is being sold "*As Is*". Purchaser may have home inspection done within 10 days from complete execution of said contract. This may include CL-100, HVAC or other inspections or tests done to determine the condition of property. Seller will have no obligations to make any repairs or replacements to property identified as a result of inspections.

Home Warranty Coverage: Buyer and Seller agree that a home warranty will () will not (**X**) be provided at closing.

Condition of Title. At the closing, the premises shall be conveyed with good, marketable and insurable fee simple title subject to the following:

- (a) Taxes: Real Estate taxes for the current year and future years;
- (b) Easements and Right-of-Way: Easements and right-of-way of record or as would be shown by a current survey; provided, however, Seller warrants that said easements and right-of-way do not materially affect the premises or unreasonably interfere with purchaser's intended use;
- (c) Restrictions of record.

Possession. Possession of said premises will be given to the Purchaser on the day of the closing.

Default. If the Purchaser shall default under this agreement, the Seller shall have the option of suing for damages including but not limited to reasonable attorney's fees or rescinding this contract. The earnest money shall be paid to the Seller. Upon default by the Seller, the Purchaser shall have the option of suing for damages or specific performance, or rescinding this contract. Upon default by the Seller, if the Purchaser elects to rescind this agreement, the purchaser will be refunded all sums paid hereunder.

Other Terms: The following assistance is being provided to the Buyer as part of HUD's guidelines of affordable mortgage lending.

- (a) At closing, The City will pay on behalf of the Buyer up to **One Thousand Five Hundred and No/100 (\$1,500.00)** Dollars to be used exclusively to pay for Buyer's closing cost. This amount plus any equity realized in this transaction by the Buyer, based upon the appraised value of the property, will be recorded as a loan that is forgivable over a **Fifteen (15) year period.**
- (b) The amount of this loan shall be **One Thousand Five Hundred and No/100 (\$1,500.00)** Dollars for closing cost plus **Seventy-Five Thousand and No/100 (\$75,000.00)** Dollars equity realized for a total loan amount of **Seventy-Six Thousand Five Hundred and No/100 (\$76,500.00)** Dollars. Additional terms of this loan are that the Buyer must occupy and use the property as her primary residence during this **Fifteen (15) year period,** and should the property be sold or cease to be used as the Buyer's primary residence during this **Fifteen (15) year period,** the forgivable loan balance must be repaid at a prorated basis. This loan of **Seventy-Six Thousand Five Hundred and No/100 (\$76,500.00)** Dollars will be a subordinate lien to the first mortgage.
- (c) Six and Sixty-Sixth Hundredths (6.66%) per cent per year of the original amount of **Seventy-Six Thousand Five Hundred and No/100 (\$76,500.00)** Dollars shall be forgivable and not required to be repaid on each anniversary date of the loan, not to exceed **Fifteen (15) years,** at which time this debt will be fully discharged and forgiven.

Effect of Contract. The parties hereto further agree that this written contract expresses the entire agreement between the parties, and that there is no other agreement, oral or otherwise, modifying the terms hereunder.

Binding Contract. This contract shall be binding on both parties, their principals, heirs, personal representatives, successors and assigns as state law permits.

Disbursing Agent. It is agreed by both parties that all money paid under the contract shall pass through the hands of the **Blair Cato & Pickerin, LLC,** and he/she shall act as disbursing agent for both parties hereto.

Extension Agreement. Time is of the essence; however, if the transaction is not closed within the stipulated time limits of this contract, then both parties agree to extend said contract for a period not to exceed fifteen (15) days from the date designated for original closing.

Cashier's check. Purchaser must have a cashier's check, or certified funds when completing this transaction.

Commissions. None.

SIGNATURES BELOW SIGNIFY ACCEPTANCE OF ALL TERMS AND CONDITIONS STATE HEREIN.

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF:

WITNESS

PURCHASER
Date _____

WITNESS

SELLER
City of Columbia, SC
By: Teresa B. Wilson
Its: City Manager
Date: _____

APPROVED AS TO FORM

Legal Department, City of Columbia, SC

Attachment: 2020-023 Contract of Sale 6317 Azalea Drive (5805 : Ordinance No.: 2020-023 Contract of Sale 6317 Azalea Drive)



We Are Columbia

MEETING DATE: March 17, 2020

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2020-014 Authorizing consumption of beer and wine only at the Wiese Biergarten Summer Solstice-Make Music Day in the Amphitheater Area of the Riverfront Park on Sunday, June 21, 2020 with a rain contingency date of Sunday, June 28, 2020

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Attracting & Retaining Talent, Connecting Our Community, Empowering Our Residents, Planning Together

ATTACHMENTS:

- R-2020-014 Summer Solstice - Make Music Day (June 21) (PDF)

RESOLUTION NO.: R-2020-014

Authorizing consumption of beer and wine only at the Wiese Biergarten Summer Solstice-Make Music Day in the Amphitheater Area of the Riverfront Park on Sunday, June 21, 2020 with a rain contingency date of Sunday, June 28, 2020

WHEREAS, Bierkeller ("Sponsor") is sponsoring the Wiese Biergarten Summer Solstice-Make Music Day in the Amphitheater Area of Riverfront Park from 12:00 p.m. until 6:00 p.m. on Sunday, June 21, 2020 with a rain contingency date of Sunday, June 28, 2020; and,

WHEREAS, the Sponsor has requested permission for the use of the Amphitheater Area at Riverfront Park from 12:00 p.m. until 6:00 p.m. for preparation and staging of the area and for crowd control and overflow at the outdoor event to be held on Sunday, June 21, 2020 with a rain contingency date of Sunday, June 28, 2020 between 12:00 p.m. until 6:00 p.m. in the Amphitheater Area at Riverfront Park and for patrons to consume beer and wine only at the event during the hours of 12:00 p.m. and 5:30 p.m.; and,

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

BE IT RESOLVED by the Mayor and Council this ____ day of _____, 2020, that the sale of beer and wine beverages only are authorized between the hours of 12:00 p.m. and 5:30 p.m. on Sunday, June 21, 2020 with a rain contingency date of Sunday, June 28, 2020; and,

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

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

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

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

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

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

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

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

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

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

BE IT FURTHER RESOLVED that in the event of inclement weather on Sunday, June 21, 2020 Amphitheater Area at Riverfront Park shall be closed on Sunday June 28, 2020. The hours of operation for the event, service of beer and wine at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

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

Requested by:

City Manager _____

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



City Attorney

City Clerk

Introduced:

Final Reading:

DATE OF REQUEST	December 23, 2019	REQUESTOR'S NAME/CONTACT INFORMATION (E-MAIL/PHONE#/FAX#)	Scott Burgess/Bierkeller bierkellercolumbia@gmail.com 803 338-1599
EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)	Summer Solstice- Make Music Day		
DATE(S) OF EVENTS:	Sunday, June 21, 2020		
RAIN CONTINGENCY DATE: (Rescheduling due to inclement weather is allowed once within one week from the date of the originally scheduled event upon 24-hours written notice to the City, without a new request. The time of event operation shall remain the same.)	Sunday, June 28, 2020		
LOCATION OF EVENT (i.e., Amphitheater area of Finlay Park; 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street)	Brick and Grassy Amphitheater at Riverfront Park South, 312 Laurel St. Columbia 29201		
STREET(S) OR PARK AREA TO BE CLOSED (i.e., 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street; Amphitheater area of Finlay Park; Boyd Plaza)	n/a		
HOURS FOR STREET(S) OR PARK AREA TO BE CLOSED (i.e., 5:00 p.m. - 12:00 a.m.) ALLOW TIME FOR SET UP/CLEAN UP	n/a park remains open to public during setup, event, and tear down		
HOURS OF EVENT (i.e., 6:00 p.m. - 10:00 p.m.)*	Noon - 6 pm		
HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**) (Service should end one-half hour prior to end of event, i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*	noon- 5:30p		

Requests should be submitted by mail, e-mail or fax at least ***NINETY (90) days in advance of the event*** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (slardis@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.**

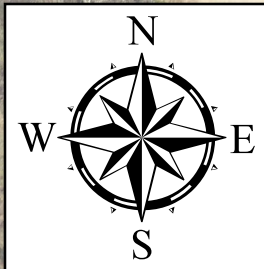
NOTE: **This form should only be used for public events where beer and/or wine are to be sold and consumed on City property** (i.e., Five After Five, St. Patrick's Festival, Concerts in Finlay Park, etc.).

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.

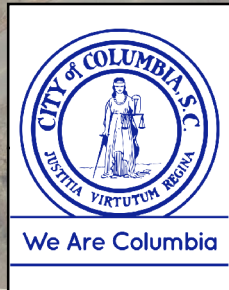
Fire Marshal George N. Adams, Jr., 803-545-3703; cfdgadams@columbiasc.net
Legal Department - Shari Ardis; 803-737-4242; slardis@columbiasc.net or fax 803-737-4250 - resolution preparation
Police Department Special Events - Officer Robert Hall; 803-545-3535; rjhall@columbiasc.net parade permit, police
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-2020-014 Summer Solstice - Make Music Day (June 21) (5840 : Resolution No.: R-2020-014 Summer Solstice-Make Music Day



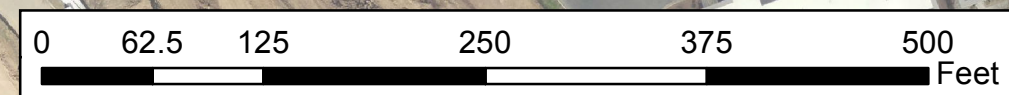
Riverfront Amphitheater



Both Sides of the Street

Legend

-  Perimeter Clean-up Boundary
-  Riverfront Amphitheater





We Are Columbia

MEETING DATE: March 17, 2020

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2020-046 Authorizing consumption of beer and wine only at the Artista Vista Lincoln Street Tunnel Dinner on Saturday, April 18, 2020

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Attracting & Retaining Talent, Connecting Our Community, Economic Prosperity - Endless Possibilities, Empowering Our Residents, Planning Together

ATTACHMENTS:

- R-2020-046 Artista Vista Lincoln Street Tunnel Dinner (April 18) (PDF)

RESOLUTION NO.: R-2020-046

Authorizing consumption of beer and wine only at the Artista Vista Lincoln Street Tunnel Dinner on Saturday, April 18, 2020

WHEREAS, the Congaree Vista Guild ("Sponsor") is sponsoring the Artista Vista Lincoln Street Tunnel Dinner on Saturday, April 18, 2020 from 5:00 p.m. until 9:00 p.m. in the Lincoln Street Tunnel and the 1300 block of Lincoln Street between Lady Street and Washington Street; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use of the Lincoln Street Tunnel and 1300 block of Lincoln Street between Lady Street and Washington Street on Saturday, April 18, 2020 from 3:00 p.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 9:00 p.m., and for patrons to consume beer and wine beverages only at the event during the hours of 5:00 p.m. and 8:30 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 _____, 2020, 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 8:30 p.m. on Saturday, April 18, 2020; and,

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

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

BE IT FURTHER RESOLVED that 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 Lincoln Street Tunnel and 1300 block of Lincoln Street between Lady Street and Washington 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 Lincoln Street Tunnel and 1300 block of Lincoln Street between Lady Street and Washington 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; and,

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; and,

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; and,

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; and,

BE IT FURTHER RESOLVED that in the event of inclement weather on Saturday, April 18, 2020, the City Manager is authorized to approve the rescheduling of the canceled event for another date within one (1) week from the date of the originally scheduled event upon receiving twenty-four (24) hours written notice requesting the rescheduling of the event. The hours of operation for the event, service of beer and wine only at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above; and,

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 Simon

Mayor

Approved by:

City Manager

ATTEST:

Approved as to form:



City Attorney

City Clerk

Introduced:

Final Reading:

DATE OF REQUEST

3/23/20

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)Abby Naas
Congaree Vista Guild
803-269-5946
abby@vistacolumbia.com

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

Artista Vista
Lincoln Street Tunnel Dinner

DATE(S) OF EVENTS: (monthly can be on one request)

Saturday, April 18, 2020

RAIN CONTINGENCY DATE:

(Rescheduling due to inclement weather is allowed once within one week from the date of the originally scheduled event upon 24-hours written notice to the City, without a new request. The time of event operation shall remain the same.)

None

LOCATION OF EVENT

(i.e., Amphitheater area
of Finlay Park; 1300 and 1400 blocks
of Main Street between Lady Street
and Hampton Street)Entrance to Lincoln Street Tunnel
Near the corner of Lincoln & Lady StreetSTREET(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 Tunnel

3pm-10pm

HOURS FOR STREET(S) OR PARK AREA TO BE CLOSED

(i.e., 5:00 p.m. - 12:00 a.m.) ALLOW TIME FOR SET UP/CLEAN UP

HOURS OF EVENT

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

5pm-9pm

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.)*

5-8:30pm

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 (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

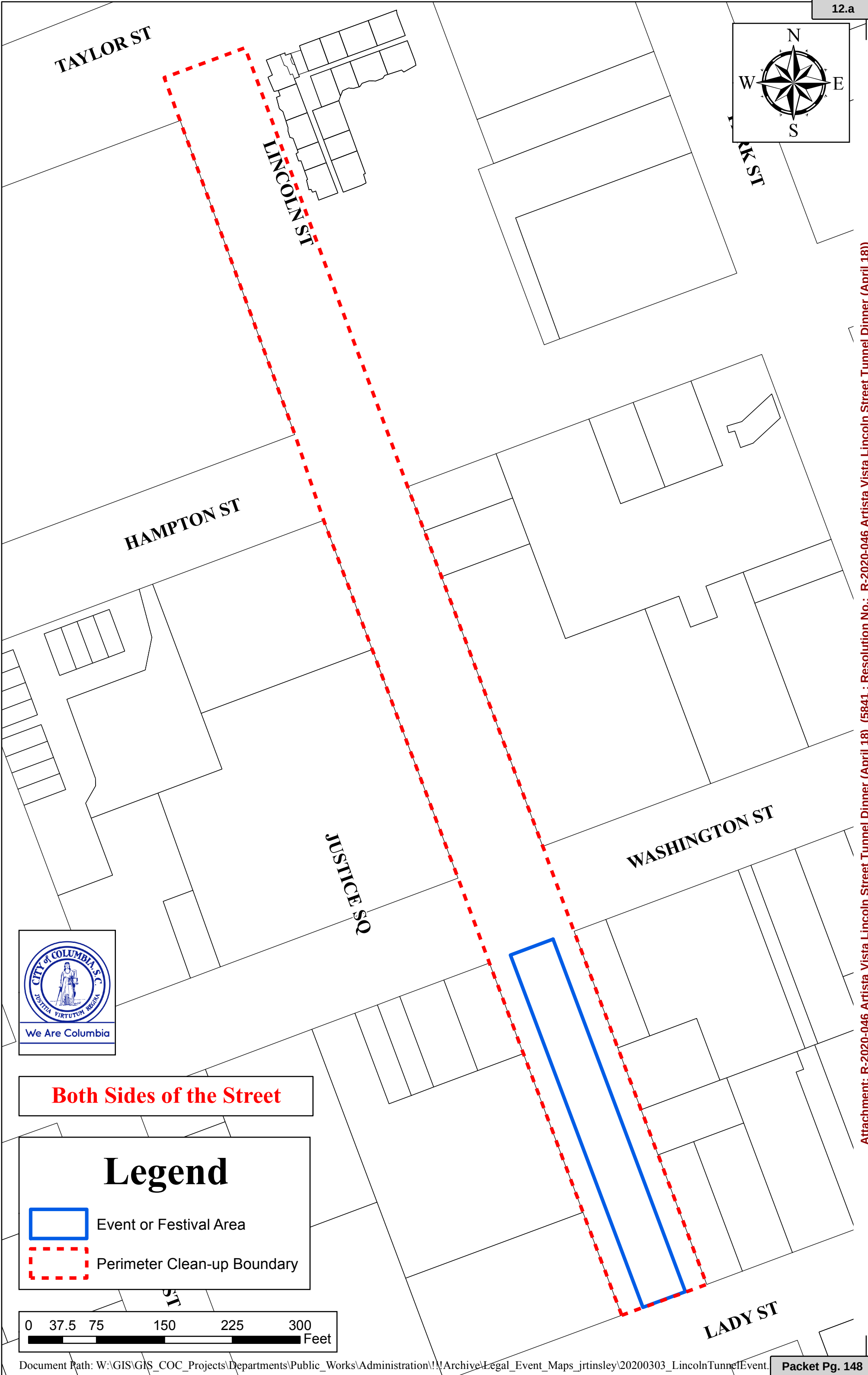
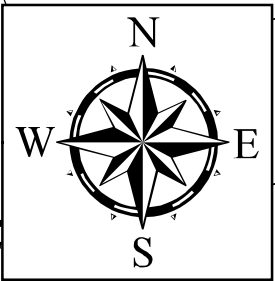
Parks and Recreation - Pearl Osborne; 803-545-3100; pearl.osborne@columbiasc.gov - park reservations

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

Attachment: R-2020-046 Artista Vista Lincoln Street Tunnel Dinner (April 18) (5841 : Resolution No.: R-2020-046 Artista Vista Lincoln Street

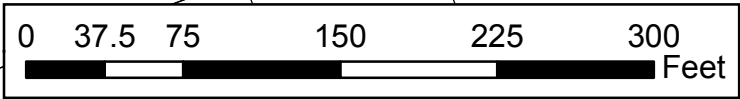


Both Sides of the Street

Legend

 Event or Festival Area

 Perimeter Clean-up Boundary





We Are Columbia

MEETING DATE: March 17, 2020

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2020-048 Authorizing consumption of beer and wine beverages at the Lifting as We Climb Concert in the parking lot located between the Richland County Courthouse and City Hall on Saturday, September 26, 2020

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Attracting & Retaining Talent, Connecting Our Community, Economic Prosperity - Endless Possibilities, Empowering Our Residents, Planning Together

ATTACHMENTS:

- R-2020-048 Lifting as We Climb (Sept 26)(PDF)

RESOLUTION NO.: R-2020-048

Authorizing consumption of beer and wine beverages at the Lifting as We Climb Concert in the parking lot located between Richland County Courthouse and City Hall on Saturday, September 26, 2020

WHEREAS, Lifting as We Climb ("Sponsor") is sponsoring the Lifting as We Climb Concert in the parking lot located in the 1700 block of Main Street between Main Street and Assembly Street adjacent to the Richland County Judicial Center and City Hall from 6:00 p.m. until 10:00 p.m. on Saturday, September 26, 2020; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use of a portion of the parking lot located in the 1700 block of Main Street between Main Street and Assembly Street adjacent to the Richland County Judicial Center and City Hall from 8:00 a.m. until 11:00 p.m. for set up, clean up, and staging of the event to be held on Saturday, September 26, 2020 from 6:00 p.m. until 10:00 p.m.; for patrons to consume beer and wine beverages only during the event hours of 6:00 p.m. until 9:30 p.m.; and for crowd control and overflow; and,

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

BE IT RESOLVED by the Mayor and Council this ___ day of _____, 2020, that the sale of beer and wine beverages only is authorized between the hours of 6:00 p.m. until 9:30 p.m. on Saturday, September 26, 2020; and,

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

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

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

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

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

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

BE IT FURTHER RESOLVED that during the designated time that the closed portion of the parking lot located in the 1700 block of Main Street between Main Street and Assembly Street adjacent to the Richland County Judicial Center and City Hall, 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 parking lot located in the 1700 block of Main Street between Main Street and Assembly Street adjacent to the Richland County Judicial Center and City Hall, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine beverages shall be permitted only in plastic cups, plastic or aluminum bottles or aluminum cans provided by vendors within the areas designated.

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

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

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

BE IT FURTHER RESOLVED that in the event of inclement weather on Saturday, September 26, 2020, the City Manager is authorized to approve the rescheduling of the canceled event for another date within one (1) week from the date of the originally scheduled event upon receiving twenty-four (24) hours written notice requesting the rescheduling of the event. The hours of operation for the event, service of beer and wine only at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

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

Requested by:

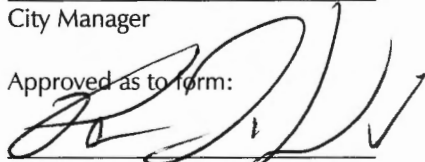
Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:



Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

DATE OF REQUEST March 10, 2020

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)

Leo Bennett/ 704-785-1122/ leo@varietyent.net

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

Lifting As We Climb Concert event

DATE(S) OF EVENTS: (monthly can be on one request)

September 26, 2020

RAIN CONTINGENCY DATE:

(Rescheduling due to inclement weather is allowed once within one week from the date of the originally scheduled event upon 24-hours written notice to the City, without a new request. The time of event operation shall remain the same.)

N/A

LOCATION OF EVENT

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

City Parking lot in the 1700 block of 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)

1700 block of Main Street (Blanding/Laurel Streets)

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

3pm - 11pm

HOURS OF EVENT

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

~~4pm - 11pm~~ 6pm - 10pm

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.)*

6pm - 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 (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

Attachment: R-2020-048 Lifting as We Climb (Sept 26) (5860 : Resolution No.: R-2020-048 Lifting as We Climb Concert (Sept 26))



1100 RICHLAND ST

1201 RICHLAND ST

1800 ASSEMBLY ST

1800 MAIN ST

1800 SUMTER ST

1100 LAUREL ST

1200 LAUREL ST

1700 ASSEMBLY ST

1700 MAIN ST

1700 SUMTER ST

1100 BLANDING ST

1200 BLANDING ST

ASSEMBLY ST

1600 MAIN ST

SUMTER ST

Both Sides of the Street

Legend



Event Location



Perimeter Clean-up Boundary

0 37.575 150 225 300 Feet



We Are Columbia

MEETING DATE: March 17, 2020

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2020-019 Granting an encroachment to 908-Scannell (Columbia), LLC for the use of right of way area of the 1300 block of Huger Street and 1300 block of Pulaski Street adjacent to 1101 Huger Street, 1300 Huger Street, 1310 Huger Street and 1320 Huger Street, Richland County TMS #09009-11-04 for sidewalks, driveways, landscaping and irrigation

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Connecting Our Community, Empowering Our Residents, Enhancing Columbia's Neighborhoods, Planning Together

ATTACHMENTS:

- 2020-019 encroach adj 1320 Huger and Pulaski (908-Scannell) (PDF)

ORDINANCE NO.: 2020-019

Granting an encroachment to 908-Scannell (Columbia), LLC for the use of right of way area of the 1300 block of Huger Street and 1300 block of Pulaski Street adjacent to 1101 Huger Street, 1300 Huger Street, 1310 Huger Street and 1320 Huger Street, Richland County TMS #09009-11-04 for sidewalks, driveways, landscaping and irrigation

WHEREAS, 908-Scannell (Columbia), LLC (hereinafter "Grantee") desires to utilize a portion of the right of way area of the 1300 block of Huger Street and 1300 block of Pulaski Street adjacent to 1101 Huger Street, 1300 Huger Street, 1310 Huger Street and 1320 Huger Street, Richland County TMS #09009-11-04 for concrete sidewalks approximately six hundred fifty-eight (658') feet in length and varying in width between six (6') feet and nine (9') feet; concrete sidewalks approximately twenty-five (25') feet in length and five (5') feet in width; concrete sidewalks approximately four hundred seventy-five (475') feet in length and varying in width between four (4') feet to eight (8') feet width; a driveway approximately fifty (50') feet in length and fifteen (15') feet in width; a driveway approximately forty-two (42') feet in length and twelve (12') feet in width; landscaping and irrigation, as shown on the attached drawing; and,

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

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2020, that Grantee is hereby granted the right to use the right of way area of the the 1300 block of Huger Street and 1300 block of Pulaski Street adjacent to 1101 Huger Street, 1300 Huger Street, 1310 Huger Street and 1320 Huger Street, Richland County TMS #09009-11-04 for concrete sidewalks approximately six hundred fifty-eight (658') feet in length and varying in width between six (6') feet and nine (9') feet; concrete sidewalks approximately twenty-five (25') feet in length and five (5') feet in width; concrete sidewalks approximately four hundred seventy-five (475') feet in length and varying in width between four (4') feet to eight (8') feet width; a driveway approximately fifty (50') feet in length and fifteen (15') feet in width; a driveway approximately forty-two (42') feet in length and twelve (12') feet in width; landscaping and irrigation, as shown on the attached drawing; and,

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

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

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

2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained.

3. Landscaping to be maintained by property owner.
4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.
5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle.
6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes.
7. All trees shall be protected and no large tree roots shall be removed from any existing trees.
8. Lighting standards to be reviewed and approved by Traffic Engineering and Planning.
9. Off-street parking spaces are not for the exclusive use of the applicant. These spaces may be metered by Parking Services.
10. Must comply with all requirements of the Design/Development Review Commission (D/DRC).

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

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

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

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



City Attorney

City Clerk

Introduced:

Final Reading:

**CITY COUNCIL
ENCROACHMENT SUMMARY
2020-019**



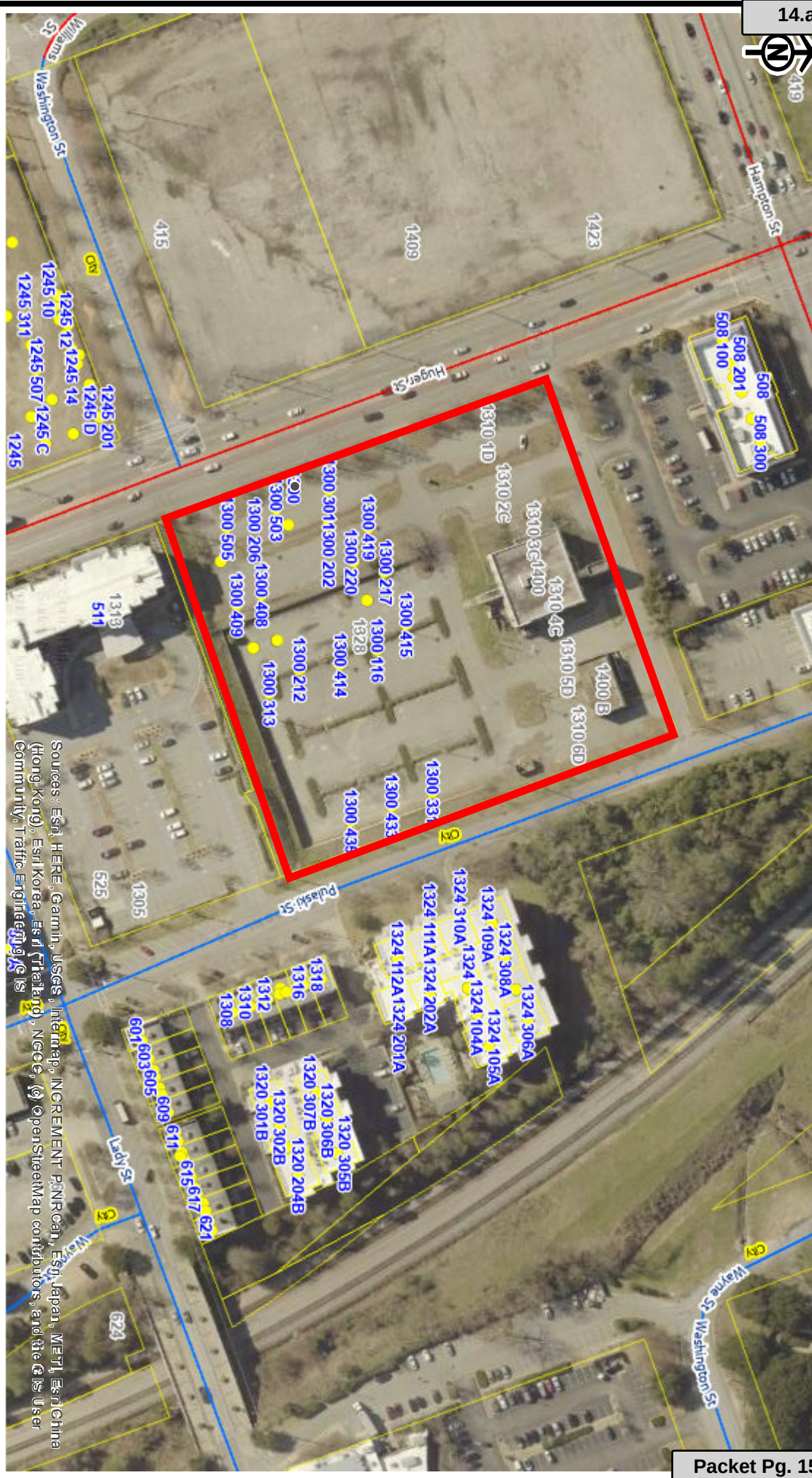
**1300 BLOCK OF HUGER STREET AND 1300 BLOCK OF PULASKI STREET
ADJACENT TO 1101 1300, 1310, AND 1320 HUGER STREET
SIDEWALKS, DRIVEWAYS, LANDSCAPING, AND IRRIGATION**

Subject Property:	Right-of-way adjacent to the 1300 block of Huger Street and 1300 block of Pulaski Street, TMS#09009-11-04
Council District:	2
Proposal:	Request approval for the installation and maintenance of sidewalks, driveways, landscaping, and irrigation
Applicant:	908-Scannell (Columbia), LLC
Staff Recommendation:	Approval.

Detail:	The applicant is requesting to an encroachment for the installation and maintenance of concrete sidewalks approximately six hundred fifty-eight (658') feet in length varying in width between six (6') feet and nine (9') feet, concrete sidewalks approximately twenty five (25') feet in length five (5') feet in width, concrete sidewalks approximately four hundred seventy-five (475') feet in length varying in width between four (4') feet to eight (8') feet width, a driveway approximately fifty (50') feet in length fifteen (15') feet in width, a driveway approximately forty-two (42') feet in length twelve (12') feet in width, landscaping and irrigation, as shown on the attached drawing. Conditions of the proposed encroachment are as follows: 1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard. 2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained. 3. Landscaping to be maintained by property owner. 4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets. 5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle. 6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes. 7. All trees shall be protected and no large tree roots shall be removed from any existing trees. 8. Lighting standards to be reviewed and approved by Traffic Engineering and Planning. 9. Off-street parking spaces are not for the exclusive use of the applicant. These spaces may be metered by Parking Services. 10. Must comply with all requirements of the Design/Development Review Commission (D/DRC).
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CITY AGENCY COMMENTS FOR ENCROACHMENT

Planning & Development Services	Recommend approval.
Streets	Recommend approval.
Utilities and Engineering	Recommend approval.
Traffic Engineering	Recommend approval.
Forestry	Recommend approval. SCDOT must approve any new landscaping installed along SCDOT roadways. Along Huger, consider species with a larger canopy to provide additional shade over sidewalk.
Land Development	Recommend approval.
Fire	Recommend approval.

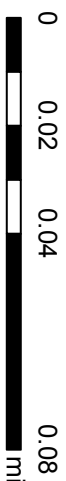
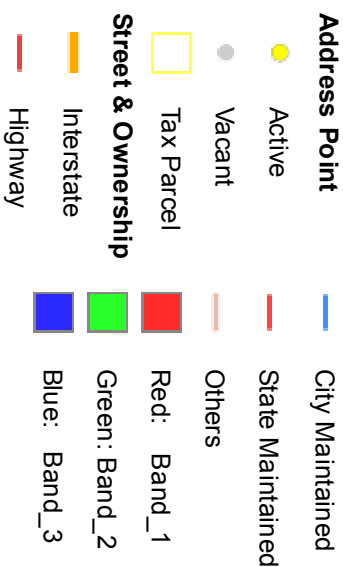


Huger Street

City of Columbia

This map was prepared using
the City GIS Viewer:

City of Columbia - GIS Division
Thursday, February 13, 2020



CITY OF COLUMBIA

GIS DATA DISCLAIMER:

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



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

14.a

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

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

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

Date: 2/11/2019 Property Owner: 908-Scannell (Columbia), LLC
Applicant's Name if different from Property Owner: _____
Contact Information: Telephone Number: 813-445-7101 Fax Number: _____
Mailing address: 2209 E. 7th Ave, Suite C, Tampa, FL 33605 E-mail address: jwilson@908group.com,
Business Name/Development Name for Encroachment: Nine at Columbia eduda@908group.com
Encroachment type: ☐ Wall ☐ Fence ☐ Columns ☐ Steps ☒ Irrigation System ☒ Landscaping ☒ Driveway ☒ Pavers ☒ Sidewalk/Walkway
Planters ☒ Awning ☒ Underground Utilities Other: Street Lighting

Dimensions (height/width/length): Sidewalks, Landscape with irrigation, Street lighting, driveways, water (i.e. 6'x42' wooden privacy fence; connection and storm connection within Pulaski Street and Huger Street two 12'x4'x3' concrete steps) rights-of-way. See plans.

Construction material: Concrete and landscaping. See Plans.

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

Hours/days of operation for outdoor dining: _____

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

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

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

Name/Title: _____
Date: _____

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

Name/Title: _____
Date: _____

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

CONTACT

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

DEPARTMENT

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

PHONE

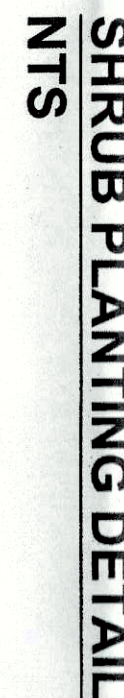
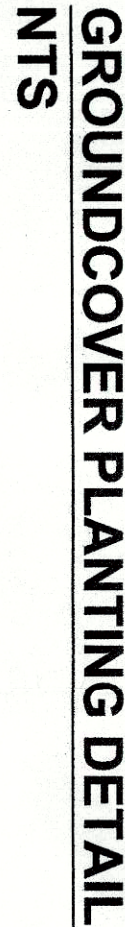
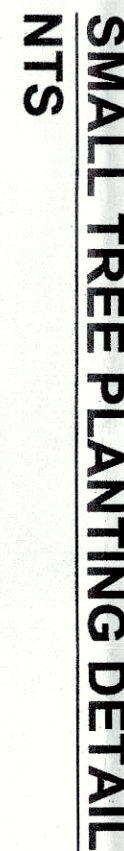
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803-545-3070

FAX

803-343-8779
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803-545-3785
803-733-8648
803-733-8648
803-733-8648
803-733-8245
803-401-8839
803-733-8523

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jlthompson@columbiasc.net
fcpinckney@columbiasc.net
aemoore@columbiasc.net
rlharkins@columbiasc.net
jddaniels@columbiasc.net
raanderson@columbiasc.net
rgsweatt@columbiasc.net
ddb Brewer@columbiasc.net
sehollar@columbiasc.net
jphooks@columbiasc.net
catimmons@columbiasc.net
cfdgkoon@columbiasc.net
spade@columbiasc.net

[illegible]

THE FOLLOWING ARE ACCEPTABLE NURSERIES FOR TREES 2 CALIPERS AND ABOVE, AS WELL AS POCKET WARTLES.

1. CHERRY LAKE TREE PLANT (800)424-2711
2. SHADY GROVE NURSERY (609)946-5723
3. SELECT TREES, INC. (609)485-4975
4. SUNSHINE TREE SERVICE (609)485-4975
5. LONG BRANCH NURSERY (609)395-6889

TREES WILL NOT BE APPROVED FROM LANDSCAPE NURSERIES WITHOUT CONTRACTOR'S LETTER PROVIDE LANDSCAPE ARCHITECT VERIFICATION OF THE ORIGIN OF THE PLANT MATERIAL IN THE NORTH PLAINING. THE ONLY TREE SELLER EXHIBIT VENDOR'S TREE ROOT PLANNING. TREES MUST BE GROWN PRIOR TO BEING ACCEPTED BY THE LANDSCAPE ARCHITECT.

- 1 3" TRIPLE LAMINATED HARDWOOD BARK MULCH IN BEDROCK CRACKS (7" DEEP) FOR ALL PLANTINGS.
- 2 1" PLASTER OVER 1/2" POLYSTYRENE INSULATION ENCLOSURE FOR OTHER LOCATION APPROVED BY THE OWNER.
- 3 METER VALVE AND BACKFLOW PREVENTION VALVE LOCATED HERE. SEE SHEET C4.

- 1 3" TRIPLE LAMINATED HARDWOOD BARK MULCH IN LANDSCAPE AREA (TYPICAL FOR ALL)
- 2 IRRIGATION METER LOCATION, LOCATE ON INSIDE WALL OF DUMPSTER ENCLOSURE FOR OTHER LOCATION APPROVED BY THE OWNER
- 3 METER VALVE, AND BACKFLOW PREVENTION VALVE, LOCATED HERE. SEE SHEET 04.

LANDSCAPE REQUIREMENTS:

- 1 Tree Survey Provided
- 2 1/2" DRAINAGE TUBES (10' LONG) - 15' LONG UNITS REQUIRED
- 3 1/2" DRAINAGE TUBES (15' LONG) - 48 # UNITS REQUIRED
- 4 5/8" UNITS PROVIDED

Parcel B: 27.0 acres = 2.10 x 30 = 631 units required

Existing Trees Credit (from parcels): 0

Required replacement credits for (Grand Trees removed (both parcels) = 0

3 Street Protection, Yield (\$971)

1.65 SF required per tree
Hager SF (leaf): 1381 F = 4 trees and 1,380 SF required and provided (overhead power)
Unmanned RW (open): 419 LF = 17 trees 4,190 SF required and provided

21.0 F - 50' = 15 SF required
Palaish SF (leaf): 265 F = 7 trees and 3,540 SF required and provided (overhead power)
Palaish SF (leaf): 265 F = 9 small trees and 3,975 SF required and provided (overhead power)

4. Existing Structure Foundation Slab:
Foundation Slab: 128 F = 5 small trees required and provided (overhead power)
Diagonal Aally (roof): 128 F = 5 small trees required and provided (overhead power)

5. Bulker Transmiss and BULTR:
Bulker Transmiss and BULTR: 200 F = 8 trees required between the subject parcel and the road for each side of the access driveway. No Bulker Transmiss area is required between Parcel B and the road to the south as the users for both parcels are all of the same intensity.

6. Vehicle Storage Area (VSA)
25,330 SF proposed / VSA
1 tree/200 SF = 9 trees required and provided

Parcel B:
1 tree/200 SF proposed / VSA
1 tree/200 SF = 9 trees required and provided

7. Substitution of Trees Collection Street and Utility Services:
Substitution of trees collection street and utility services:
Notes:
Trees shall be a min 2" caliper at installation with a minimum of 40' spreading and shall be listed as acceptable plants in the City's standard plant list.
Any trees planted to satisfy other landscape requirements may be counted toward DPS.
A minimum of 60% of the ground surface of SFR shall remain bare or other negative coverage such as gravel, mulch, etc. and existing requirements of specifying additional areas shall be met per design sheet and existing requirements of specifying additional areas shall be met.

IRRIGATION DESIGN/BUILD NOTES:

1. ALL IRRIGATION EQUIPMENT TO BE RAINBOW OR APPROVED EQUAL.
2. ALL PIPING SHALL BE 1" POLYETHYLENE GLASS REINFORCED PLASTIC (PE-RT) WITH 10' MAXIMUM SPACING BETWEEN JOINTS.
3. FREEZE AND RAIN SENSORS SHALL BE INSTALLED ON THE SYSTEM.
4. ALL PIPE SHALL BE CL-200.
5. ALL CURED JOINTS SHALL BE CLEANED WITH SOAP & WATER PRIOR TO APPLICATION OF PVC GEL CO.
6. ALL CURED JOINTS SHALL BE CLEANED WITH SOAP & WATER PRIOR TO APPLICATION OF PVC GEL CO.
7. MAINS SHALL HAVE A MINIMUM OF 24" OF COVER WITH METALLIC MARKING TAPE.
8. WATERSAVING DEVICES SHALL BE INSTALLED ON ALL TREES AND SHRUBS. SET SEPARATE ZONES!
9. TREES SHALL HAVE SEPARATE SYSTEM AND MINIMUM 2 BUBBLERS PER FOOT LATERAL. LARGER TREES OVER 3" IN CALIBER SHOULD HAVE 4 BUBBLERS PER FOOT LATERAL CAN BE TURNED OFF AND ONLY RUN IN PERIODS OF PROLONGED DROUGHT DEFINED AS 45 DAYS WITHOUT AT LEAST 1" OF RAINFALL.
12. FOR ASSISTANCE WITH DESIGN AND SPECIFICATIONS CONTACT: WWW.RAINBOW.COM

REFERENCES:

1) A LTA/NR/S LAID TITLE SURVEY AND TOPOGRAPHIC MAP PREPARED FOR 908 HOLDINGS, LLC, BY COX AND DINKINS, INC., DATED NOVEMBER 27, 2017, REVISED ON FEBRUARY 9, 2018.

GENERAL NOTES:

1. THE SUBJECT PROPERTY IS IDENTIFIED AS: ROCKDALE COUNTY TAX MAP PARCEL: TMS# 09009-11-04 & 05
TMS# 09009-11-04 IS 1.66 ACRES AND TMS# 09009-11-05 IS 2.70 ACRES. TOTAL AREA OF SUBJECT PROPERTY IS 4.35 ACRES.
2. ZONING OF THE SUBJECT PARCEL: TMS# 09009-11-04 IS "C-1" (OFFICE AND INSTITUTIONAL) AND TMS# 09009-11-05 IS "M-1" (LIGHT INDUSTRIAL). BOTH PARCELS ARE IN THE "ED" (D) CITY CENTER DESIGN DEVELOPMENT OVERLAY.
3. CONTIGUOUS INTERNAL ELEVATIONS ARE ONE (1) FOOT ELEVATIONS SHOWN ARE LAID 84 DATUM.
4. THE LOCATIONS OF UNDERGROUND UTILITIES SHOWN HEREON ARE APPROXIMATE. THE LOCATIONS OF OTHER UTILITIES, INCLUDING BUT NOT LIMITED TO, WATER, GAS, SEWER, AND TELEPHONE, ARE UNKNOWN. CONTRACTOR SHALL LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION, AND THEIR SERVICES ARE UNKNOWN.
5. THIS PROPERTY IS LOCATED IN FLOOD ZONE X PER FLOOD INSURANCE RATE MAP NUMBER: 460390243X, REVISED DECEMBER 1, 2007. BY SCALED LOCATION AND GRAPHIC PLOTTING ONLY.
6. THE CONTRACTORS RESPONSIBILITY TO VERIFY THAT THEY AND THEIR SUBCONTRACTORS HAVE THE CORRECT MOST UP-TO-DATE PLANS AVAILABLE.
7. ALL SIDEWALKS, STRIPING AND SIGNAGE SHALL BE Laid AND MAINTAINED COMPLAINT.
8. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.



COX AND DINKINS
ENGINEERS — SURVEYORS

COX AND DINKINS, INC.
724 BELTLINE BLVD.
COLUMBIA, SC 29205
803-254-0518
Fax: 803-765-0993

Email: cdine@coxanddinkins.com

MR. ERIC DUDA
908 GROUP
2209 E. 7TH AVENUE, SUITE C
TAMPA, FL 33605
(813) 445-7101
email: eduda@908group.com

PROJECT NO. 2029 DATE 2/16/2019	SHEET NO. L2 of 17	TMS 09009-11-04 AND -05	BOOK 50D-86; 52D-2	PROJECT: NINE AT COLUMBIA 1400 HUGER STREET LOCATED IN THE CITY OF COLUMBIA RICHLAND COUNTY, SOUTH CAROLINA
		LANDSCAPE DETAILS		



We Are Columbia

MEETING DATE: March 17, 2020

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2020-024 Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (Washington & Assembly, LLC, Richland County TMS # R09013-03-06, R09013-03-07, R09013-03-08, R09013-03-09, R09013-03-10, R09013-03-11, R09013-03-12, and R09013-03-13)

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Attracting & Retaining Talent, Economic Prosperity - Endless Possibilities, Empowering Our Residents, Enhancing Columbia's Neighborhoods, Planning Together

ATTACHMENTS:

- 2020-024 Washington & Assembly Multi-County Park (PDF)

ORDINANCE NO.: 2020-024

*Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park
(Washington & Assembly, LLC, Richland County TMS # R09013-03-06, R09013-03-07,
R09013-03-08, R09013-03-09, R09013-03-10, R09013-03-11, R09013-03-12, and R09013-03-13)*

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

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

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

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

WHEREAS, Washington & Assembly, LLC, a Delaware Limited Liability Company (the "Developer"), is a market rate housing project, to be located on parcels located in the City, as more particularly described on Exhibit A (the "Property," together with the development, "Project"), consisting of total taxable investments by the Developer in real and personal property of not less than \$80,000,000; and,

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

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

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

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

WHEREAS, the Project is anticipated to meet the criteria set forth in Resolution No.: R-2019-059 and any amendments thereto, and it is appropriate to consent to including the Project in the Park; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council this __ day of _____, 2020 that the City hereby consents to the inclusion of the Property in the Park, which consent is conditioned upon the following:

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

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

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

4. Notwithstanding the foregoing, if the Project proceeds in a phased approach, (a) the first phase must meet the criteria established in Resolution No.: R-2019-059 to be eligible for the Credit, (b) the time limit for the Project Credit period as allowed in this Ordinance shall be as set forth in Section 3 hereof, and the timeline for additional phases shall be for the period of time or Credit amount that remains available on the original period and shall not have a new beginning date.

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

6. Approval of this Ordinance does not constitute a development approval, as all regulatory permitting and approval requirements remain in effect, the requirement of such is not altered in any way by the approval of this Ordinance. If not already so completed, the Project must proceed with credit application no later than December 31, 2022 in order to be eligible to receive the Credit and must continue to progress forward at a reasonable pace for a project of this magnitude or else the Park inclusion approval, which facilitates the Credit, will be repealed by the City.

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

Requested by:

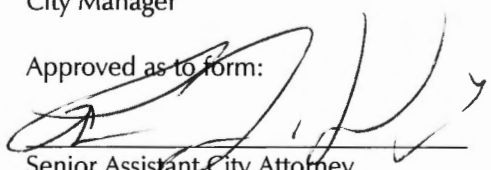
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:


Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

ORDINANCE NO.: 2020-024
EXHIBIT A
PROPERTY DESCRIPTION

TRACT 1 All that certain piece, parcel or lot of land situate, lying and being on the west side of Assembly Street, between Washington and Hampton Streets, in the City of Columbia, County of Richland and State South Carolina, known as 1413 Assembly Street, and being bounded as follows: North by lot now or formerly of Ruby Williamson Ebert, and measuring thereon Two Hundred Eight feet Eight Inches (208'8") more or less; East by Assembly Street and fronting thereon Fifty Feet (50') more or less; South by property of W.L. Hampton, Sr. and K.&G. Golding Co. and measuring thereon Two Hundred Eight Feet and Eight Inches (208'8") more or less; West by lot of W.L. Hampton, Sr., and measuring thereon Fifty Feet (50').

TMS No.: R09013-03-06

TRACT 2 All that certain piece, parcel or lot of land with various improvements thereon, situate, lying and being on the western side of Assembly Street, between Washington and Hampton Streets, in the City of Columbia, County of Richland and State South Carolina, being rectangular in shape and measuring One Hundred Forty-Four (144') feet, more or less, on the Northern and Southern sides; Thirty-Five Feet Ten Inches (35'10"), more or less, on its Eastern and Western sides, bounded on the North by lot now or formerly of Stackhouse, East by Assembly Street, South by Lot now or formerly of Hardy, or others, West by lot now or formerly of Berry.

TMS No.: R09013-03-07

TRACT 3 All that certain piece, parcel or lot of land together with the improvements thereon (known as Nos. 1405-1407 Assembly Street), situate, lying and being on the Western side of Assembly Street, between Washington and Hampton Streets, in the City of Columbia, in School District No. 1 of Richland County, State of South Carolina, being in the shape of a rectangle, measuring on its Northern and Southern sides Fifty-Three and One Hundred Seventy-Five Thousandths (53.175') feet, more or less, and on its Eastern and Western sides Thirty-Seven and Seventy-Five Thousandths (37.075') feet, more or less, being bounded as follows, to-wit: On the North by lot now or formerly of Evans; on the East by the said Assembly Street; on the South by lot now or formerly of Kirby; and on the West by lot now or formerly of Saluda Investment Company.

TMS No.: R09013-03-08

TRACT 4 All that certain piece, parcel or lot of land situate, lying and being on the Northern side of Washington Street, between Assembly and Park (Gates) Streets, in the City of Columbia, South Carolina, being in shape a rectangle, measuring on its northern and southern sides eighty-nine (89') feet, more or less, and on its eastern and western sides seventy-three (73') feet, more or less, being bounded on the north and east by lands now or formerly of Hiller, on the south by said Washington Street, and on the west by premises known as 1017 Washington Street; said premises being known as 1019-21-27 Washington Street.

TMS No.: R09013-03-10

TRACT 5 All those two certain pieces, parcels or lots of land situate, together with the improvements thereon, known as No. 1015 and No. 1017 Washington Street, situate, lying and being on the North side of Washington Street, between Assembly and Park Street, in the City of Columbia, County of Richland, State of South Carolina. Said lots together measuring on its Northern and Southern sides Sixty-Two feet Five Inches and

on its Eastern and Western sides One Hundred Ten feet; be all the said measurements a little more or less, and said lots being bounded as follows: On the North by property now of W.L. Hampton, Formerly Robinson and Sweeney; on the East by property of W.L. Hampton, formerly of Belser; on the South by Washington Street, fronting thereon; and on the West by property of W.L. Hampton, formerly of Ray and Sessions.

Together with all right, title and interest, if any, in and to a strip Two feet in width extending along the Northern boundary line of the lots hereinabove conveyed and a strip One foot in width extending along the Eastern boundary of the lot herein conveyed; said rights and privileges being set forth in deed of Cornelious C. Reamer to Oskar Konrad and Fanny Konrad recorded in Deed Book "BT" at Page 73 on August 31, 1917.

TMS No.: R09013-03-11 and R09013-03-12

TRACT 6 All that certain piece, parcel or lot of land situate, lying and being on the Northern side of Washington Street, between Assembly Street and Park Street, in the City of Columbia, County of Richland and State of South Carolina, being a rectangle measuring on its northern and southern sides Fifty-two (52') feet Two (2") inches, more or less, and on its eastern and western sides Two Hundred Eight (208') feet Eight (8") inches, more or less, and being bounded on the North by lots now or formerly of Starling and David; on the East by lots now or formerly of Vreman or David and Metze; on the South by Washington Street, and on the West by property now or formerly of Stokes.

Less and Excluding from Tract 6:

All that piece, parcel or lot of land, with improvements thereon, situate, lying and being located in the City of Columbia, County of Richland, State of South Carolina, being shown and delineated as Parcel A, containing 0.051 Acres, also shown as containing 2,218 square feet, more or less, on a plat prepared for Richland County Library by Survey One, LLC dated June 29, 2017 and recorded in Plat Book 2246 at Page 3349 in the Register of Deeds for Richland County and having such metes and bounds as will be shown by reference to said plat. The metes and bounds shown on said plat are incorporated herein reference.

TMS No.: R0913-03-13

TRACT 7 All that certain piece, parcel or tract of land, together with the improvements thereon, situate, lying and being on the Northwest corner of the intersection of Washington Street and Assembly Street, in the City of Columbia, County of Richland, State of South Carolina, being shown on a plat prepared for Angeline Miller and Robert Miller by Gene L. Dinkins, RLS, dated May 6, 1985 and recorded in Plat Book 50 at Page 4168, Office of the Register of Deeds for Richland County, and being more particularly described according to said plat as follows: Beginning at a nail approximately 50 feet from the center line of the right of way of Washington Street and approximately 75 feet from the center line of the right of way of Assembly Street, being at the Northwest intersection of said streets, and running S66°19'W for a distance of 53.97 feet to a point; thence turning and running N23°43'W for a distance of 35.58 feet to a point; thence turning and running N66°20'E for a distance of 54.14 feet to a point; thence turning and running S23°27'E for a distance of 35.57 feet to the point of beginning.

TMS No.: R09013-03-09

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. _____

**AUTHORIZING THE EXPANSION OF THE BOUNDARIES OF
THE I-77 CORRIDOR REGIONAL INDUSTRIAL PARK
JOINTLY DEVELOPED WITH FAIRFIELD COUNTY TO
INCLUDE CERTAIN PROPERTY LOCATED IN RICHLAND
COUNTY; THE EXECUTION AND DELIVERY OF A PUBLIC
INFRASTRUCTURE CREDIT AGREEMENT TO PROVIDE FOR
PUBLIC INFRASTRUCTURE CREDITS TO A COMPANY
IDENTIFIED FOR THE TIME BEING AS PROJECT NOVEL;
AND OTHER RELATED MATTERS.**

WHEREAS, Richland County ("County"), acting by and through its County Council ("County Council"), is authorized pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, "Act"), to (i) develop a multicounty park with counties having contiguous borders with the County; and (ii) include property in the multicounty park, which inclusion under the terms of the Act (A) makes such property exempt from *ad valorem* property taxes, and (B) changes the character of the annual receipts from such property to fees-in-lieu of *ad valorem* property taxes in an amount equal to the *ad valorem* taxes that would have been due and payable but for the location of the property in such multicounty park ("Fee Payments");

WHEREAS, the County is further authorized by Section 4-1-175 of the Act, to grant credits against Fee Payments ("Public Infrastructure Credit") to pay costs of, amongst other things, designing, acquiring, constructing, improving or expanding infrastructure serving the County (collectively, "Public Infrastructure");

WHEREAS, pursuant to the authority provided in the Act, the County has developed with Fairfield County, South Carolina ("Fairfield"), the I-77 Corridor Regional Industrial Park ("Park") and executed the Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated September 1, 2018 ("Park Agreement"), which governs the operation of the Park;

WHEREAS, a company identified for the time being as Project Novel, a limited liability company organized and existing under the laws of the State of _____ (and/or a related or affiliated entity, collectively or alternatively, the "Company"), has, as part of a commercial development to be located in the County, committed to establish market rate housing in the County ("Project") including, and to be located on, land more particularly identified in the Agreement (as hereinafter defined) ("Land"), consisting of total taxable investment by the Company in real and personal property of not less than \$80,000,000, and in connection with the Project, anticipates making investment in certain Public Infrastructure;

WHEREAS, at the Company's request, the County desires to expand the boundaries of the Park and to amend the Park Agreement to include the Land and other real and personal property comprising the Project ("Property") in the Park; and

WHEREAS, the County further desires to enter into a Public Infrastructure Credit Agreement between the County and the Company, the substantially final form of which is attached as Exhibit A ("Agreement"), to provide Public Infrastructure Credits against the Company's Fee Payments with respect to the Project for the purpose of assisting in paying the costs of certain Public Infrastructure invested by the Company at, in, or in connection with, the Project, subject to the terms and conditions set forth in the Agreement.

NOW THEREFORE, BE IT ORDAINED, by the County Council as follows:

Section 1. Statutory Findings. Based on representations made by the Company to the County, the County finds that the Project and the Public Infrastructure will enhance the economic development of the County and promote the welfare of its citizens.

Section 2. Expansion of the Park Boundaries, Inclusion of Property. The expansion of the Park boundaries and an amendment to the Park Agreement to include the Property in the Park is authorized. The Chair of County Council ("Chair"), is authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries and the amendment to the Park Agreement. Pursuant to the terms of the Park Agreement, the expansion of the Park's boundaries to include the Property is complete on the adoption of this Ordinance by County Council, receipt of the consent of the City of Columbia, the municipality in which the Property is located, as to the inclusion of the Property in the Park, and delivery of written notice to Fairfield of the inclusion of the Property, which written notice shall include a copy of this Ordinance and identification of the Property.

Section 3. Approval of Public Infrastructure Credit; Authorization to Execute and Deliver Agreement. The Public Infrastructure Credits, as more particularly set forth in the Agreement, against the Company's Fee Payments with respect to the Project are approved. The form, terms and provisions of the Agreement that is before this meeting are approved and all of the Agreement's terms are incorporated in this Ordinance by reference as if the Agreement was set out in this Ordinance in its entirety. The Chair is authorized and directed to execute the Agreement in the name of and on behalf of the County, subject to the approval of any revisions or changes as are not materially adverse to the County by the County Administrator and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the Agreement and to deliver the Agreement to the Company.

Section 4. Further Assurances. The County Council confirms the authority of the Chair, the County Administrator, the Director of Economic Development and the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator, the Director of Economic Development or Clerk to County Council, as appropriate, to take whatever further action and to negotiate, execute and deliver whatever further documents as may be appropriate to effect the intent of this Ordinance and the incentives offered to the Company under this Ordinance and the Agreement.

Section 5. Savings Clause. The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

Section 6. General Repealer. Any prior ordinance, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section 7. Effectiveness. This Ordinance is effective after its third reading and public hearing.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

First Reading: February 18, 2020
Second Reading: _____, 2020
Public Hearing: _____, 2020
Third Reading: _____, 2020

EXHIBIT A
FORM OF AGREEMENT

92 of 156

PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

by and between

RICHLAND COUNTY, SOUTH CAROLINA

and

PROJECT NOVEL

Effective as of: _____, 2020

PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

This PUBLIC INFRASTRUCTURE CREDIT AGREEMENT, effective as of _____, 2020 (“Agreement”), is by and between RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (“County”), and a company identified for the time being as PROJECT NOVEL, a _____ limited liability company (as hereinafter defined “Company” together with the County, “Parties,” each, a “Party”).

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (“County Council”), is authorized and empowered under and pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, “Act”), to (i) develop multicounty parks with counties having contiguous borders with the County; and (ii) include property in the multicounty park, which inclusion under the terms of the Act (A) makes such property exempt from *ad valorem* property taxes, and (B) changes the character of the annual receipts from such property to fees-in-lieu of *ad valorem* property taxes in an amount equal to the *ad valorem* taxes that would have been due and payable but for the location of the property in such multicounty park (“Fee Payments”);

WHEREAS, the County is further authorized by Section 4-1-175 of the Act to grant credits against Fee Payments (“Public Infrastructure Credit”) to pay costs of, amongst other things, designing, acquiring, constructing, improving or expanding public infrastructure serving the County (collectively, “Public Infrastructure”);

WHEREAS, pursuant to the authority provided in the Act, the County has developed with Fairfield County, South Carolina, the I-77 Corridor Regional Industrial Park (“Park”) and executed the “Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park” dated September 1, 2018 (“Park Agreement”), which governs the operation of the Park;

WHEREAS, as part of a commercial development to be located in the County, the Company has committed to establish market rate housing in the County (“Project”) including, and to be located on, land more particularly identified by Exhibit A (“Land”), consisting of total taxable investment by the Company in real and personal property of not less than \$80,000,000, and in connection with the Project, anticipates making investment in certain Public Infrastructure as further described herein;

WHEREAS, by an ordinance enacted on _____, 2020 (“Ordinance”), the County authorized the expansion of the boundaries of the Park and an amendment to the Park Agreement to include the Land and other real and personal property comprising the Project (“Property”) in the Park, subject to the consent to such expansion being granted by the City of Columbia, South Carolina (the “City”) in accordance with Section 4-1-170(C) of the Act;

WHEREAS, pursuant to the Ordinance, the County further authorized the execution and delivery of this Agreement to provide Public Infrastructure Credits against the Company’s Fee Payments with respect to the Project for the purpose of assisting in paying the costs of certain Public Infrastructure invested by the Company at, in, or in connection with, the Project, subject to the terms and conditions below.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the County and the Company agree as follows:

ARTICLE I REPRESENTATIONS

Section 1.1. *Representations by the County.* The County represents to the Company as follows:

- (a) The County is a body politic and corporate and a political subdivision of the State of South Carolina;
- (b) The County is authorized and empowered by the provisions of the Act to enter into and carry out its obligations under this Agreement;
- (c) The County has duly authorized and approved the execution and delivery of this Agreement by adoption of the Ordinance in accordance with the procedural requirements of the Act and any other applicable state law;
- (d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Agreement;
- (e) The County has approved the inclusion of the Property in the Park; and
- (f) Based on representations made by the Company to the County, the County has determined the Project and the Public Infrastructure, including, but not limited to, the Company Public Infrastructure, will enhance the economic development of the County and promote the welfare of its citizens. Therefore, the County is entering into this Agreement for the purpose of promoting the economic development of the County and the welfare of its citizens.

Section 1.2. *Representations and Covenants by the Company.* The Company represents to the County as follows:

- (a) The Company is in good standing under the laws of the State of _____, has power to conduct business in the State of South Carolina and enter into this Agreement, and by proper company action has authorized the officials signing this Agreement to execute and deliver it;
- (b) The Company will use commercially reasonable efforts to achieve the Investment Commitment, each as defined below, at the Project;
- (c) The Company's execution and delivery of this Agreement, and its compliance with the provisions of this Agreement do not result in a default under any agreement or instrument to which the Company is now a party or by which it is bound; and
- (d) The Company covenants to complete any and all Company Public Infrastructure (as defined herein) in a workmanlike manner and in accordance with all applicable codes and regulations.

ARTICLE II PUBLIC INFRASTRUCTURE CREDITS

Section 2.1. *Investment Commitment.* The Company shall invest not less than \$80,000,000 in taxable property in the Project ("Investment Commitment") by _____, 2025 ("Certification Deadline"). The Company shall certify to the County achievement of the Investment Commitment on a date no later than the Certification Deadline ("Certification Date"), by providing documentation, which documentation may include, without limitation, pay applications, invoices, and accounting logs, and, only with respect to the personal property portion of the Project, any SCDOR PT-100 filed by the Company with respect to the

Project, to the County's Economic Development Department sufficient to reflect achievement of the Investment Commitment, in form and substance reasonably acceptable to the County. Notwithstanding anything in this Agreement to the contrary, the Certification Date shall not be later than, and may not be extended past, the last day of the year which is five years after the effective date of this Agreement. If the Company fails to achieve and so certify the Investment Commitment by the Certification Deadline, the County may terminate this Agreement and, upon any such termination, the Company shall no longer be entitled to any further benefits under this Agreement.

Section 2.2. Public Infrastructure Commitment.

(a) Prior to receiving the Public Infrastructure Credits under this Agreement, the Company shall make an investment in Public Infrastructure in the County which may be comprised of any or all of the following improvements and facilities benefitting the public or dedicated to public use: water, sewer, or stormwater improvements, greenspaces, recreation or community facilities, pedestrian or transportation facilities, parking facilities, facade redevelopment, roadway improvements, and energy production or communications technology infrastructure. Public Infrastructure may also include expenditures on the eradication of blight.

(b) In connection with the Project, the Company has committed with commercially reasonable efforts to invest in the Public Infrastructure as described on Exhibit B hereto ("Company Public Infrastructure"). The Company shall certify its actual investment in the Company Public Infrastructure to the County on the Certification Date, by providing documentation, which documentation may include, without limitation, pay applications, invoices, and accounting logs, to the County's Economic Development Department sufficient to reflect the Company's investment in the Company Public Infrastructure, in form and substance reasonably acceptable to the County. If the Company fails to substantially complete the Company Public Infrastructure by the Certification Deadline in the cumulative total investment amount set forth in Exhibit B hereto, then the Company may not be entitled to the full value of the Public Infrastructure Credit as provided by this Agreement.

(c) Following the Certification Date, the County's Economic Development Department shall have 30 days ("Verification Deadline") to verify the Company's investment in the Company Public Infrastructure. The County has the right to exclude from the investment in Company Public Infrastructure certified by the Company any costs the County determines, in its sole discretion, to be ineligible costs. The County may also reject any Company Public Infrastructure investment as ineligible if the County determines, in its sole discretion, that it has not been completed in a workmanlike manner or in accordance with applicable codes or regulations. The County's Economic Development Department shall, on a date no later than the Verification Deadline (the "Verification Date"), provide to the Company, by written notice, the County's determination of the verified amount of Company Public Infrastructure investment. Failure to provide such a written determination by the Verification Deadline shall be deemed to be a determination by the County that all Company Public Infrastructure investment certified by the Company is verified as eligible costs, and, in such event, the Verification Date shall be deemed to be the Verification Deadline.

Section 2.3. Public Infrastructure Credit.

(a) To assist in paying for costs of Company Public Infrastructure, the County shall provide a Public Infrastructure Credit against each of the Company's Fee Payments due with respect to the Project, commencing with the first Fee Payment following the Verification Date. The term, amount and calculation of the Public Infrastructure Credit is described in Exhibit B.

(b) For each tax year for which the Company is entitled to a Public Infrastructure Credit ("Credit Term"), the County shall prepare and issue the Company's annual Fee Payment bill with respect

to the Project net of the Public Infrastructure Credit set forth in **Section 2.3 (a)** (“Net Fee Payment”). Following receipt of the bill, the Company shall timely remit the Net Fee Payment to the County in accordance with applicable law.

(c) THIS AGREEMENT AND THE PUBLIC INFRASTRUCTURE CREDITS PROVIDED BY THIS AGREEMENT ARE LIMITED OBLIGATIONS OF THE COUNTY. THE PUBLIC INFRASTRUCTURE CREDITS ARE DERIVED SOLELY FROM AND TO THE EXTENT OF THE FEE PAYMENTS MADE BY THE COMPANY TO THE COUNTY PURSUANT TO THE ACT AND THE PARK AGREEMENT. THE PUBLIC INFRASTRUCTURE CREDITS DO NOT AND SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY OR ANY MUNICIPALITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION AND DO NOT AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR ANY MUNICIPALITY OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY ARE NOT PLEDGED FOR THE PROVISION OF THE PUBLIC INFRASTRUCTURE CREDITS.

(d) The County makes no representation or warranty with respect to the Company Public Infrastructure. The execution and delivery of this Agreement and the extension of the Public Infrastructure Credit do not constitute a commitment by the County to maintain the Company Public Infrastructure.

Section 2.4. Filings; Administration. To assist the County in administering the Public Infrastructure Credit, with respect to the Company’s Fee Payments due with respect to the personal property portion of the Project, the Company shall, for each tax year corresponding to the Credit Term, prepare and file a separate schedule to the SCDOR PT-100 with respect to the personal property portion of the Project. Additionally, the Company shall, on or before January 31 of each year following the commencement of the Credit Term, deliver to the Economic Development Director of the County the information required by the terms of the County’s Resolution dated December 12, 2017, which is attached hereto as Exhibit C, as may be amended by subsequent resolution, with respect to the Company. The County and the Company further acknowledge and agree that the Land, as identified by Exhibit A as of the original execution and delivery of this Agreement, reflects the present anticipation as to the general boundaries of the land upon which the Project will be located and that, as the specific boundaries upon which the Project will be located are delineated, as an additional means of assisting the County in administering the Public Infrastructure Credit, the Company and the County will work cooperatively to properly assign the Project with a specific identifying description including, but not limited to, one or more tax map numbers.

Section 2.5 Cumulative Public Infrastructure Credit. The cumulative dollar amount of the Public Infrastructure Credit shall not exceed the amount invested by the Company in Company Public Infrastructure, as verified, or deemed verified, by the County on or before the Verification Deadline. The County Economic Development Department shall provide the verified investment amount to the County Auditor for purposes of applying the Public Infrastructure Credit in accordance with **Section 2.3** of this Agreement.

ARTICLE III DEFAULTS AND REMEDIES

Section 3.1. Events of Default. The following are “Events of Default” under this Fee Agreement:

(a) Failure by the Company to make a Net Fee Payment, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in payment and requesting that it be remedied;

(b) An abandonment or closure of the Project; for purposes of this Agreement, “abandonment or closure of the Project” means failure to place all or a portion of the Project in service by December 31, 2025;

(c) A representation or warranty made by the Company which is deemed materially incorrect when deemed made;

(d) Failure by the Company to perform any of the terms, conditions, obligations, or covenants under this Agreement (other than those described in **Sections 2.1** and **2.2** and under **(a)** above), which failure has not been cured within 30 days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the Company has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Company is diligently pursuing corrective action;

(e) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(f) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Company to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.

Section 3.2. Remedies on Default.

(a) If an Event of Default by the Company has occurred and is continuing, then the County may take any one or more of the following remedial actions:

(i) terminate the Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect amounts due or otherwise remedy the Event of Default or recover its damages.

(b) If an Event of Default by the County has occurred and is continuing, the Company may take one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate the Agreement; or

(iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 3.3. Reimbursement of Legal Fees and Other Expenses. On the occurrence of an Event of Default, if a Party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing Party is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 3.4. Remedies Not Exclusive. No remedy described in this Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Agreement or existing at law or in equity or by statute.

Section 3.5. Nonwaiver. A delay or omission by the Company or County to exercise any right or power accruing on an Event of Default does not waive such right or power and is not deemed to be a waiver or acquiescence of the Event of Default. Every power and remedy given to the Company or County by this Agreement may be exercised from time to time and as often as may be deemed expedient.

ARTICLE IV MISCELLANEOUS

Section 4.1. Examination of Records; Confidentiality.

(a) The County and its authorized agents, at any reasonable time on prior notice, may enter and examine the Project and have access to and examine the Company's books and records relating to the Project for the purposes of (i) identifying the Project; (ii) confirming achievement of the Investment Commitment; (iii) verifying the investment in Public Infrastructure; and (iv) permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

(b) The County acknowledges that the Company may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques ("Confidential Information") and that disclosure of the Confidential Information could result in substantial economic harm to the Company. The Company may clearly label any Confidential Information delivered to the County pursuant to this Agreement as "Confidential Information." Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Company acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Company with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure and to cooperate reasonably with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

Section 4.2. Assignment. The Company may assign or otherwise transfer any of its rights and interest in this Agreement on prior written consent of the County, which may be given by resolution, and which consent will not be unreasonably withheld. Notwithstanding the foregoing, any assignment of this Agreement, in whole or in part, to an affiliated entity of the Company is hereby approved without any further action of the County Council. The County's Director of Economic Development must receive notice of any assignment to an affiliated entity of the Company. For purposes of this Agreement, "affiliated entity" shall mean any corporation, limited liability company, partnership or other person or entity which now or hereafter owns all or part of the Company or which is now or hereafter owned in whole or in part by the Company, or by any partner, shareholder or owner of the Company, and shall also include any subsidiary, affiliate or other person, individual, or entity who now or hereafter bears a relationship to the Company as described in Section 267(b) of the Internal Revenue Code.

Section 4.3. Provisions of Agreement for Sole Benefit of County and Company. Except as otherwise specifically provided in this Agreement, nothing in this Agreement expressed or implied confers on any person or entity other than the County and the Company any right, remedy, or claim under or by

reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

Section 4.4. Severability. If any provision of this Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Agreement are unimpaired, and the Parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Agreement.

Section 4.5. Limitation of Liability.

(a) The County is not liable to the Company for any costs, expenses, losses, damages, claims or actions in connection with this Agreement, except from amounts received by the County from the Company under this Agreement.

(b) All covenants, stipulations, promises, agreements and obligations of the County contained in this Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Agreement or for any claims based on this Agreement may be had against any member of County Council or any elected official, officer, agent, servant or employee of the County except solely in their official capacity.

(c) The County is not responsible for the Company Public Infrastructure and disclaims all liability with respect to the Company Public Infrastructure.

Section 4.6. Indemnification Covenant.

(a) Except as provided in paragraph (d) below, the Company shall indemnify and save the County, its employees, elected officials, officers and agents (each, an "Indemnified Party") harmless against and from all liability or claims arising from the County's execution of this Agreement, performance of the County's obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement.

(b) The County is entitled to use counsel of its choice and the Company shall reimburse the County for all of its costs, including attorneys' fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a) above. The County shall provide a statement of the costs incurred in the response or defense, and the Company shall pay the County within 30 days of receipt of the statement. The Company may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Company to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Company shall resist or defend against such claim on behalf of the Indemnified Party, at the Company's expense. The Company is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified Party; provided the Company is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything herein to the contrary, the Company is not required to indemnify any Indemnified Party against or reimburse the County for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Agreement, performance of the County's obligations under this Agreement, or the administration of its duties under this

Agreement, or otherwise by virtue of the County having entered into this Agreement; or (ii) resulting from that Indemnified Party's own negligence, bad faith, fraud, deceit, or willful misconduct.

(e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Company with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Company notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

Section 4.7. Notices. All notices, certificates, requests, or other communications under this Agreement are sufficiently given and are deemed given, unless otherwise required by this Agreement, when (i) delivered and confirmed by United States first-class, registered mail, postage prepaid or (ii) sent by facsimile, and addressed as follows:

if to the County:	Richland County, South Carolina Attn: Director of Economic Development 2020 Hampton Street Columbia, South Carolina 29204 Phone: 803.576.2043 Fax: 803.576.2137
with a copy to (does not constitute notice):	Parker Poe Adams & Bernstein LLP Attn: Ray E. Jones 1221 Main Street, Suite 1100 (29201) Post Office Box 1509 Columbia, South Carolina 29202 Phone: 803.255.8000 Fax: 803.255.8017
if to the Company:	PROJECT NOVEL Attn: _____ _____ _____ Phone: _____ Fax: _____
with a copy to	Tushar V. Chikhliker, Esq. Nexsen Pruet, LLC 1230 Main Street, Suite 700 (29201) Post Office Box 2426 Columbia, South Carolina (29202) Phone: 803.771.8900 Fax: 803.253.8277

The County and the Company may, by notice given under this Section, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

Section 4.8. Administrative Fees. The Company will reimburse, or cause reimbursement to, the County for the Administration Expenses in an amount not exceeding \$5,000. The Company will reimburse

the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Company shall pay the Administration Expenses as set forth in the written request no later than 60 days following receipt of the written request from the County. For purposes of this Section, "Administration Expenses" means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Agreement, including reasonable attorneys' fees. Administration Expenses do not include any costs, expenses, including attorneys' fees, incurred by the County (i) in defending challenges to the Fee Payments or Public Infrastructure Credits brought by third parties or the Company or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Company outside of the immediate scope of this Agreement, including amendments to the terms of this Agreement. The payment by the Company of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

Section 4.9. Entire Agreement. This Agreement expresses the entire understanding and all agreements of the Parties with each other, and neither Party is bound by any agreement or any representation to the other Party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery of this Agreement.

Section 4.10 Agreement to Sign Other Documents. From time to time, and at the expense of the Company, to the extent any expense is incurred, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Agreement to effectuate the purposes of this Agreement.

Section 4.11. Agreement's Construction. Each Party and its counsel have reviewed this Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

Section 4.12. Applicable Law. South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Agreement to the laws of another jurisdiction, governs this Agreement and all documents executed in connection with this Agreement.

Section 4.13. Counterparts. This Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

Section 4.14. Amendments. This Agreement may be amended only by written agreement of the Parties.

Section 4.15. Waiver. Either Party may waive compliance by the other Party with any term or condition of this Agreement but the waiver is valid only if it is in a writing signed by the waiving Party.

Section 4.16. Termination. Unless first terminated under any other provision of this Agreement, this Agreement terminates on the expiration of the Credit Term and payment by the Company of any outstanding Net Fee Payment due on the Project pursuant to the terms of this Agreement.

Section 4.17. Business Day. If any action, payment, or notice is, by the terms of this Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the Party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Agreement, and no interest will accrue in the interim.

[TWO SIGNATURE PAGES FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Richland County, South Carolina, has caused this Agreement to be executed by the appropriate officials of the County and its corporate seal to be affixed and attested, effective the day and year first above written.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk to Council, Richland County Council

[SIGNATURE PAGE 1 TO PUBLIC INFRASTRUCTURE CREDIT AGREEMENT]

IN WITNESS WHEREOF, PROJECT NOVEL has caused this Agreement to be executed by its authorized officer(s), effective the day and year first above written.

PROJECT NOVEL

By: _____

Name: _____

Its: _____

[SIGNATURE PAGE 2 TO PUBLIC INFRASTRUCTURE CREDIT AGREEMENT]

EXHIBIT A

LAND DESCRIPTION

[To be inserted]

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EXHIBIT B (See Section 2.2)**DESCRIPTION OF COMPANY PUBLIC INFRASTRUCTURE**

The Company Public Infrastructure includes a parking deck that will provide 405 spaces to residents of the development. In addition to the parking deck, a plaza and a park-like pathway between Assembly Street and the Richland County Public Library will be constructed, as well as general infrastructure benefiting the public around the perimeter of the Project, including, but not limited to, sidewalks, lighting, and landscaping. The anticipated total cost of the Company Public Infrastructure is approximately \$16,600,000, and is further detailed below:

Company Public Infrastructure Budget Estimate	
Description	Budget
Curbs, Gutters and Sidewalks	\$38,511
Traffic Signage and Bollards	\$3,018
Street Lighting	\$55,771
Library Plaza Improvements	\$484,967
Relocate Utilities Underground	\$484,967
405 Space Private Parking Garage	\$14,759,575
General Conditions	\$860,136
Total Projected Company Public Infrastructure Costs	\$16,686,945

Notwithstanding anything above or in this Agreement to the contrary, the Company and the County acknowledge and agree that: (i) the Company Public Infrastructure shall, subject to the provisions of **Section 2.2(c)** of this Agreement, include, in addition to that described and delineated above, any Public Infrastructure invested in by the Company in connection with the Project and consisting of improvements or infrastructure included within the description of Public Infrastructure set forth in **Section 2.2** of this Agreement; and, (ii) the specific line item budget amounts listed above are current estimates and the actual expenditures made by the Company with respect to each such line item may fluctuate as the Project develops.

EXHIBIT C (See Section 2.3)**DESCRIPTION OF PUBLIC INFRASTRUCTURE CREDIT**

The County shall provide a 50% Public Infrastructure Credit against the Fee Payments due and owing from the Company to the County with respect to the Project as provided in this Agreement, provided, the cumulative total amount of the Public Infrastructure Credit shall not exceed the Company's investment in the Company Public Infrastructure.

The Company is eligible to receive the Public Infrastructure Credit against each of the Company's Fee Payments due with respect to the Project for a period of 10 consecutive years, beginning with the first such Fee Payment due with respect to the Project following the Verification Date and ending on the earlier of the 10th year or the year in which the cumulative total amount of the Public Infrastructure Credit equals the Company's investment in the Company Public Infrastructure ("Credit Term").

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EXHIBIT D (See Section 2.5)
**RICHLAND COUNTY RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY PRACTICES CONCERNING
ECONOMIC DEVELOPMENT PROJECTS IN THE COUNTY**

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Attachment: 2020-024 Washington & Assembly Multi-County Park (5838 : Ordinance No.: 2020-024 Washington & Assembly, LLC Multi-County

**A RESOLUTION TO AMEND THE DECEMBER 21, 2010,
RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY
PRACTICES CONCERNING ECONOMIC DEVELOPMENT
PROJECTS IN RICHLAND COUNTY**

WHEREAS, Richland County Council adopted a resolution dated as of December 21, 2010 ("Prior Resolution"), which requires companies receiving economic development incentives from Richland County, South Carolina ("County") to submit annual reports to the Richland County Economic Development Office; and

WHEREAS, the County desires to make the form of the annual reports submitted by such companies uniform in order to make the substantive information contained in the annual reports more easily tracked and documented by the Richland County Economic Development Office.

NOW, THEREFORE, BE IT RESOLVED by Richland County Council as follows:

Section 1. The County affirms that each company awarded an incentive by the County in exchange for the location or expansion of a facility or facilities within the County shall submit an annual report to the Richland County Economic Development Office by January 31 of each year throughout the term of the incentives.

Section 2. The Richland County Economic Development Office is authorized to create (and from time to time, if necessary, amend or recreate) and make available the form of the annual report; however, such form, shall require, at a minimum, the following information:

- a. Name of company;
- b. Cumulative capital investment (less any removed investment) to date as a result of the project;
- c. Net jobs created to date as a result of the project;

Section 3. A copy of the then-current form of the annual report may be obtained from the following address. The annual report shall likewise be submitted to the following address by the required date.

Richland County Economic Development Office
Attention: Kim Mann
1201 Main Street, Suite 910
Columbia, SC 29201

Section 4. This Resolution amends the Prior Resolution and sets forth the County's requirements with respect to the annual reports to be submitted by each company awarded an incentive by the County as described in Section 1.

Section 5. The substance of this Resolution shall be incorporated into the agreement between the County and each company with respect to the incentives granted by the County to the company.

Section 6. In the event that any company shall fail to submit an annual report, or any portion thereof, such company may be required to return all incentives, or a dollar amount equal thereof, to the County. Such incentives, or the dollar amount equal thereto, shall be paid to the County within 60 days after the date upon which the information was originally due.

RESOLVED: December 12 2017

RICHLAND COUNTY, SOUTH CAROLINA


Chair, Richland County Council

(SEAL)
ATTEST:


Clerk to County Council



We Are Columbia

MEETING DATE: March 17, 2020

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2020-025 Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (604 Huger, LLC, Richland County TMS #08914-01-06, TMS #08914-01-07, TMS #08914-01-08, TMS #08914-01-09, and TMS #08914-01-10)

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Attracting & Retaining Talent, Connecting Our Community, Economic Prosperity - Endless Possibilities, Empowering Our Residents, Planning Together

ATTACHMENTS:

- 2020-025 604 Huger Multi-County Park (PDF)

ORDINANCE NO.: 2020-025

Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (604 Huger, LLC, Richland County TMS #08914-01-06, TMS #08914-01-07, TMS #08914-01-08, TMS #08914-01-09, and TMS #08914-01-10)

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

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

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

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

WHEREAS, 604 Huger, LLC, a South Carolina Limited Liability Company (the "Developer"), is a mixed-use commercial real estate development project, including fair market rate housing, but which will not include student housing or private dormitories, to be located on parcels located in the City, as more particularly described on Exhibit A (the "Property," together with the development, "Project"), consisting of total taxable investments by the Developer in real and personal property of not less than \$51,300,000; and,

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

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

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

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

WHEREAS, the Project is anticipated to meet the criteria set forth in Resolution No.: R-2019-059 and any amendments thereto, and it is appropriate to consent to including the Project in the Park; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council this __ day of _____, 2020 that the City hereby consents to the inclusion of the Property in the Park, which consent is conditioned upon the following:

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

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

3. The Credit Agreement will provide that (a) the Developer will make payments in lieu of taxes related to the Property ("PILOT") during the term of the Credit Agreement, which PILOT shall be based on property tax assessment of the

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

4. Notwithstanding the foregoing, if the Project proceeds in a phased approach, (a) the first phase must meet the criteria established in Resolution No.: R-2019-059 to be eligible for the Credit, (b) the time limit for the Project Credit period as allowed in this Ordinance shall be as set forth in Section 3 hereof, and the timeline for additional phases shall be for the period of time or Credit amount that remains available on the original period and shall not have a new beginning date.

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

6. Approval of this Ordinance does not constitute a development approval, as all regulatory permitting and approval requirements remain in effect, the requirement of such is not altered in any way by the approval of this Ordinance. If not already so completed, the Project must proceed with credit application no later than December 31, 2022 in order to be eligible to receive the Credit and must continue to progress forward at a reasonable pace for a project of this magnitude or else the Park inclusion approval, which facilitates the Credit, will be repealed by the City.

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

Requested by:

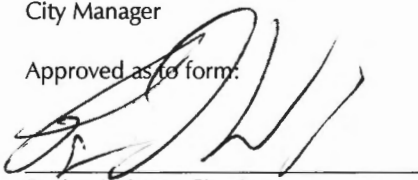
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:



Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

ORDINANCE NO.: 2020-025
EXHIBIT A
PROPERTY DESCRIPTION

PARCELS 1-3

All that lot of land, with improvements thereon, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, and containing 1.51 acres and being located the northeastern corner of the intersection of Blossom and Huger Streets and being shown on plat prepared for Blossom/Huger Limited Partnership by Cox and Dinkins, Inc., dated August 24, 1988, recorded in Plat Book 52 at Page 3217 on September 12, 1988. Said lot being bounded and measuring as shown on said plat.

TMS No./Address

TMS No. 08914-01-10 – 602 Huger Street, Columbia, SC 29201

TMS No. 08914-01-06 – 613-11 Pulaski Street, Columbia, SC 29201

TMS No. 08914-01-07 – 609 Pulaski Street, Columbia, SC 29201

PARCELS 4-5

All that certain piece, parcel or lot of land situate, lying, and being at the northwestern corner of the intersection of Blossom and Pulaski Streets, in the City of Columbia, in the County of Richland, in the State of South Carolina, being in shape practically a rectangle measuring on its northern and southern sides two hundred and eight (208') feet, more or less, and on its eastern and western sides one hundred and four (104') feet, more or less, bounded on the north by property of Baker and Weathers, formerly of Baylis, on the east by Pulaski Street, on the south by Blossom Street, and on the west by property of Ehrlich (lot now occupied by warehouse of Checker Transfer & Storage Co., known as 602 Huger Street), being the same property conveyed as two lots of approximately one quarter acre each by C.M. Wilder and Maria E. Wilder to George W. Waring be deed dated August 11, 1900, recorded in the Office of the Clerk of Court for Richland County in Deed Book "AE" at Page 81.

TMS No./Address

TMS No. 08914-01-08 – 603-05 Pulaski Street, Columbia, SC 29201

TMS No. 08914-01-09 – Pulaski Street, Columbia, SC 29201

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. _____

**AUTHORIZING THE EXPANSION OF THE BOUNDARIES OF
THE I-77 CORRIDOR REGIONAL INDUSTRIAL PARK
JOINTLY DEVELOPED WITH FAIRFIELD COUNTY TO
INCLUDE CERTAIN PROPERTY LOCATED IN RICHLAND
COUNTY; THE EXECUTION AND DELIVERY OF A PUBLIC
INFRASTRUCTURE CREDIT AGREEMENT TO PROVIDE FOR
PUBLIC INFRASTRUCTURE CREDITS TO PROJECT HUGER /
604 HUGER, LLC; AND OTHER RELATED MATTERS.**

WHEREAS, Richland County ("County"), acting by and through its County Council ("County Council"), is authorized pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, "Act"), to (i) develop a multicounty park with counties having contiguous borders with the County; and (ii) include property in the multicounty park, which inclusion under the terms of the Act (A) makes such property exempt from *ad valorem* property taxes, and (B) changes the character of the annual receipts from such property to fees-in-lieu of *ad valorem* property taxes in an amount equal to the *ad valorem* taxes that would have been due and payable but for the location of the property in such multicounty park ("Fee Payments");

WHEREAS, the County is further authorized by Section 4-1-175 of the Act, to grant credits against Fee Payments ("Public Infrastructure Credit") to pay costs of, amongst other things, designing, acquiring, constructing, improving or expanding infrastructure serving the County (collectively, "Public Infrastructure");

WHEREAS, pursuant to the authority provided in the Act, the County has developed with Fairfield County, South Carolina ("Fairfield"), the I-77 Corridor Regional Industrial Park ("Park") and executed the Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated September 1, 2018 ("Park Agreement"), which governs the operation of the Park;

WHEREAS, Project Huger / 604 Huger, LLC, a limited liability company organized and existing under the laws of the State of South Carolina (and/or a related or affiliated entity, collectively or alternatively, the "Company"), has, as part of a commercial development to be located in the County, committed to establish a mixed use commercial real estate development in the County ("Project") including, and to be located on, land more particularly identified in the Agreement (as hereinafter defined) ("Land"), consisting of total taxable investment by the Company in real and personal property of not less than \$51,300,000, and in connection with the Project, anticipates making investment in certain Public Infrastructure;

WHEREAS, at the Company's request, the County desires to expand the boundaries of the Park and to amend the Park Agreement to include the Land and other real and personal property comprising the Project ("Property") in the Park; and

WHEREAS, the County further desires to enter into a Public Infrastructure Credit Agreement between the County and the Company, the substantially final form of which is attached as Exhibit A ("Agreement"), to provide Public Infrastructure Credits against the Company's Fee Payments with respect to the Project for the purpose of assisting in paying the costs of certain Public Infrastructure invested by the Company at, in, or in connection with, the Project, subject to the terms and conditions set forth in the Agreement.

NOW THEREFORE, BE IT ORDAINED, by the County Council as follows:

Section 1. Statutory Findings. Based on representations made by the Company to the County, the County finds that the Project and the Public Infrastructure will enhance the economic development of the County and promote the welfare of its citizens.

Section 2. Expansion of the Park Boundaries, Inclusion of Property. The expansion of the Park boundaries and an amendment to the Park Agreement to include the Property in the Park is authorized. The Chair of County Council (“Chair”), is authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries and the amendment to the Park Agreement. Pursuant to the terms of the Park Agreement, the expansion of the Park’s boundaries to include the Property is complete on the adoption of this Ordinance by County Council, receipt of the consent of the City of Columbia, the municipality in which the Property is located, as to the inclusion of the Property in the Park, and delivery of written notice to Fairfield of the inclusion of the Property, which written notice shall include a copy of this Ordinance and identification of the Property.

Section 3. Approval of Public Infrastructure Credit; Authorization to Execute and Deliver Agreement. The Public Infrastructure Credits, as more particularly set forth in the Agreement, against the Company’s Fee Payments with respect to the Project are approved. The form, terms and provisions of the Agreement that is before this meeting are approved and all of the Agreement’s terms are incorporated in this Ordinance by reference as if the Agreement was set out in this Ordinance in its entirety. The Chair is authorized and directed to execute the Agreement in the name of and on behalf of the County, subject to the approval of any revisions or changes as are not materially adverse to the County by the County Administrator and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the Agreement and to deliver the Agreement to the Company.

Section 4. Further Assurances. The County Council confirms the authority of the Chair, the County Administrator, the Director of Economic Development and the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator, the Director of Economic Development or Clerk to County Council, as appropriate, to take whatever further action and to negotiate, execute and deliver whatever further documents as may be appropriate to effect the intent of this Ordinance and the incentives offered to the Company under this Ordinance and the Agreement.

Section 5. Savings Clause. The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

Section 6. General Repealer. Any prior ordinance, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section 7. Effectiveness. This Ordinance is effective after its third reading and public hearing.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

First Reading: February 18, 2020
Second Reading: _____, 2020
Public Hearing: _____, 2020
Third Reading: _____, 2020

EXHIBIT A
FORM OF AGREEMENT

69 of 156

Attachment: 2020-025 604 Huger Multi-County Park (5839 : Ordinance No.: 2020-025 Huger & Pulaski Multi-County Park)

PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

by and between

RICHLAND COUNTY, SOUTH CAROLINA

and

PROJECT HUGER / 604 HUGER, LLC

Effective as of: _____, 2020

PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

This PUBLIC INFRASTRUCTURE CREDIT AGREEMENT, effective as of _____, 2020 (“Agreement”), is by and between RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (“County”), and PROJECT HUGER / 604 HUGER, LLC, a South Carolina limited liability company (as hereinafter defined “Company” together with the County, “Parties,” each, a “Party”).

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (“County Council”), is authorized and empowered under and pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, “Act”), to (i) develop multicounty parks with counties having contiguous borders with the County; and (ii) include property in the multicounty park, which inclusion under the terms of the Act (A) makes such property exempt from *ad valorem* property taxes, and (B) changes the character of the annual receipts from such property to fees-in-lieu of *ad valorem* property taxes in an amount equal to the *ad valorem* taxes that would have been due and payable but for the location of the property in such multicounty park (“Fee Payments”);

WHEREAS, the County is further authorized by Section 4-1-175 of the Act to grant credits against Fee Payments (“Public Infrastructure Credit”) to pay costs of, amongst other things, designing, acquiring, constructing, improving or expanding public infrastructure serving the County (collectively, “Public Infrastructure”);

WHEREAS, pursuant to the authority provided in the Act, the County has developed with Fairfield County, South Carolina, the I-77 Corridor Regional Industrial Park (“Park”) and executed the “Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park” dated September 1, 2018 (“Park Agreement”), which governs the operation of the Park;

WHEREAS, as part of a commercial development to be located in the County, the Company has committed to establish a mixed use commercial real estate development in the County (“Project”) including, and to be located on, land more particularly identified by Exhibit A (“Land”), consisting of total taxable investment by the Company in real and personal property of not less than \$51,300,000, and in connection with the Project, anticipates making investment in certain Public Infrastructure as further described herein;

WHEREAS, by an ordinance enacted on _____, 2020 (“Ordinance”), the County authorized the expansion of the boundaries of the Park and an amendment to the Park Agreement to include the Land and other real and personal property comprising the Project (“Property”) in the Park, subject to the consent to such expansion being granted by the City of Columbia, South Carolina (the “City”) in accordance with Section 4-1-170(C) of the Act;

WHEREAS, pursuant to the Ordinance, the County further authorized the execution and delivery of this Agreement to provide Public Infrastructure Credits against the Company’s Fee Payments with respect to the Project for the purpose of assisting in paying the costs of certain Public Infrastructure invested by the Company at, in, or in connection with, the Project, subject to the terms and conditions below.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the County and the Company agree as follows:

ARTICLE I REPRESENTATIONS

Section 1.1. *Representations by the County.* The County represents to the Company as follows:

- (a) The County is a body politic and corporate and a political subdivision of the State of South Carolina;
- (b) The County is authorized and empowered by the provisions of the Act to enter into and carry out its obligations under this Agreement;
- (c) The County has duly authorized and approved the execution and delivery of this Agreement by adoption of the Ordinance in accordance with the procedural requirements of the Act and any other applicable state law;
- (d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Agreement;
- (e) The County has approved the inclusion of the Property in the Park; and
- (f) Based on representations made by the Company to the County, the County has determined the Project and the Public Infrastructure will enhance the economic development of the County and promote the welfare of its citizens. Therefore, the County is entering into this Agreement for the purpose of promoting the economic development of the County and the welfare of its citizens.

Section 1.2. *Representations and Covenants by the Company.* The Company represents to the County as follows:

- (a) The Company is in good standing under the laws of the State of South Carolina, has power to conduct business in the State of South Carolina and enter into this Agreement, and by proper company action has authorized the officials signing this Agreement to execute and deliver it;
- (b) The Company will use commercially reasonable efforts to achieve the Investment Commitment, each as defined below, at the Project;
- (c) The Company's execution and delivery of this Agreement, and its compliance with the provisions of this Agreement do not result in a default under any agreement or instrument to which the Company is now a party or by which it is bound; and
- (d) The Company covenants to complete any and all Company Public Infrastructure (as defined herein) in a workmanlike manner and in accordance with all applicable codes and regulations.

ARTICLE II PUBLIC INFRASTRUCTURE CREDITS

Section 2.1. *Investment Commitment.* The Company shall invest not less than \$51,300,000 in taxable property in the Project ("Investment Commitment") by _____, 2025 ("Certification Deadline"). The Company shall certify to the County achievement of the Investment Commitment on a date no later than the Certification Deadline ("Certification Date"), by providing documentation, which documentation may include, without limitation, pay applications, invoices, and accounting logs, and, only with respect to the personal property portion of the Project, any SCDOR PT-100 filed by the Company with respect to the Project, to the County's Economic Development Department sufficient to reflect achievement

of the Investment Commitment, in form and substance reasonably acceptable to the County. Notwithstanding anything in this Agreement to the contrary, the Certification Date shall not be later than, and may not be extended past, the last day of the year which is five years after the effective date of this Agreement. If the Company fails to achieve and so certify the Investment Commitment by the Certification Deadline, the County may terminate this Agreement and, upon any such termination, the Company shall no longer be entitled to any further benefits under this Agreement.

Section 2.2. Public Infrastructure Commitment.

(a) Prior to receiving the Public Infrastructure Credits under this Agreement, the Company shall make an investment in Public Infrastructure in the County which may be comprised of any or all of the following improvements and facilities benefitting the public or dedicated to public use: water, sewer, or stormwater improvements, greenspaces, recreation or community facilities, pedestrian or transportation facilities, parking facilities, facade redevelopment, roadway improvements, and energy production or communications technology infrastructure. Public Infrastructure may also include expenditures on the eradication of blight.

(b) In connection with the Project, the Company has committed with commercially reasonable efforts to invest in the Public Infrastructure as described on Exhibit B hereto (“Company Public Infrastructure”). The Company shall certify its actual investment in the Company Public Infrastructure to the County on the Certification Date, by providing documentation, which documentation may include, without limitation, pay applications, invoices, and accounting logs, to the County’s Economic Development Department sufficient to reflect the Company’s investment in the Company Public Infrastructure, in form and substance reasonably acceptable to the County. If the Company fails to substantially complete the Company Public Infrastructure by the Certification Deadline in the cumulative total investment amount set forth in Exhibit B hereto, then the Company may not be entitled to the full value of the Public Infrastructure Credit as provided by this Agreement.

(c) Following the Certification Date, the County’s Economic Development Department shall have 30 days (“Verification Deadline”) to verify the Company’s investment in the Company Public Infrastructure. The County has the right to exclude from the investment in Company Public Infrastructure certified by the Company any costs the County determines, in its sole discretion, to be ineligible costs. The County may also reject any Company Public Infrastructure investment as ineligible if the County determines, in its sole discretion, that it has not been completed in a workmanlike manner or in accordance with applicable codes or regulations. The County’s Economic Development Department shall, on a date no later than the Verification Deadline (the “Verification Date”), provide to the Company, by written notice, the County’s determination of the verified amount of Company Public Infrastructure investment. Failure to provide such a written determination by the Verification Deadline shall be deemed to be a determination by the County that all Company Public Infrastructure investment certified by the Company is verified as eligible costs, and, in such event, the Verification Date shall be deemed to be the Verification Deadline.

Section 2.3. Public Infrastructure Credit.

(a) To assist in paying for costs of Company Public Infrastructure, the County shall provide a Public Infrastructure Credit against each of the Company’s Fee Payments due with respect to the Project, commencing with the first Fee Payment following the Verification Date. The term, amount and calculation of the Public Infrastructure Credit is described in Exhibit B.

(b) For each tax year for which the Company is entitled to a Public Infrastructure Credit (“Credit Term”), the County shall prepare and issue the Company’s annual Fee Payment bill with respect to the Project net of the Public Infrastructure Credit set forth in **Section 2.3 (a)** (“Net Fee Payment”).

Following receipt of the bill, the Company shall timely remit the Net Fee Payment to the County in accordance with applicable law.

(c) THIS AGREEMENT AND THE PUBLIC INFRASTRUCTURE CREDITS PROVIDED BY THIS AGREEMENT ARE LIMITED OBLIGATIONS OF THE COUNTY. THE PUBLIC INFRASTRUCTURE CREDITS ARE DERIVED SOLELY FROM AND TO THE EXTENT OF THE FEE PAYMENTS MADE BY THE COMPANY TO THE COUNTY PURSUANT TO THE ACT AND THE PARK AGREEMENT. THE PUBLIC INFRASTRUCTURE CREDITS DO NOT AND SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY OR ANY MUNICIPALITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION AND DO NOT AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR ANY MUNICIPALITY OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY ARE NOT PLEDGED FOR THE PROVISION OF THE PUBLIC INFRASTRUCTURE CREDITS.

(d) The County makes no representation or warranty with respect to the Company Public Infrastructure. The execution and delivery of this Agreement and the extension of the Public Infrastructure Credit do not constitute a commitment by the County to maintain the Company Public Infrastructure.

Section 2.4. Filings; Administration. To assist the County in administering the Public Infrastructure Credit, with respect to the Company's Fee Payments due with respect to the personal property portion of the Project, the Company shall, for the tax year comprising the Credit Term, prepare and file a separate schedule to the SCDOR PT-100 with respect to the personal property portion of the Project. Additionally, the Company shall, on or before January 31 of each year following the commencement of the Credit Term, deliver to the Economic Development Director of the County the information required by the terms of the County's Resolution dated December 12, 2017, which is attached hereto as Exhibit C, as may be amended by subsequent resolution, with respect to the Company. The County and the Company further acknowledge and agree that the Land, as identified by Exhibit A as of the original execution and delivery of this Agreement, reflects the present anticipation as to the general boundaries of the land upon which the Project will be located and that, as the specific boundaries upon which the Project will be located are delineated, as an additional means of assisting the County in administering the Public Infrastructure Credit, the Company and the County will work cooperatively to properly assign the Project with a specific identifying description including, but not limited to, one or more tax map numbers.

Section 2.5 Cumulative Public Infrastructure Credit. The cumulative dollar amount of the Public Infrastructure Credit shall not exceed the amount invested by the Company in Company Public Infrastructure, as verified, or deemed verified, by the County on or before the Verification Deadline. The County Economic Development Department shall provide the verified investment amount to the County Auditor for purposes of applying the Public Infrastructure Credit in accordance with **Section 2.3** of this Agreement.

ARTICLE III DEFAULTS AND REMEDIES

Section 3.1. Events of Default. The following are "Events of Default" under this Fee Agreement:

(a) Failure by the Company to make a Net Fee Payment, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in payment and requesting that it be remedied;

(b) An abandonment or closure of the Project; for purposes of this Agreement, “abandonment or closure of the Project” means failure to place all or a portion of the Project in service by December 31, 2025;

(c) A representation or warranty made by the Company which is deemed materially incorrect when deemed made;

(d) Failure by the Company to perform any of the terms, conditions, obligations, or covenants under this Agreement (other than those described in **Sections 2.1** and **2.2** and under **(a)** above), which failure has not been cured within 30 days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the Company has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Company is diligently pursuing corrective action;

(e) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(f) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Company to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.

Section 3.2. Remedies on Default.

(a) If an Event of Default by the Company has occurred and is continuing, then the County may take any one or more of the following remedial actions:

(i) terminate the Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect amounts due or otherwise remedy the Event of Default or recover its damages.

(b) If an Event of Default by the County has occurred and is continuing, the Company may take one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate the Agreement; or

(iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 3.3. Reimbursement of Legal Fees and Other Expenses. On the occurrence of an Event of Default, if a Party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing Party is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 3.4. Remedies Not Exclusive. No remedy described in this Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Agreement or existing at law or in equity or by statute.

Section 3.5. Nonwaiver. A delay or omission by the Company or County to exercise any right or power accruing on an Event of Default does not waive such right or power and is not deemed to be a waiver or acquiescence of the Event of Default. Every power and remedy given to the Company or County by this Agreement may be exercised from time to time and as often as may be deemed expedient.

ARTICLE IV MISCELLANEOUS

Section 4.1. Examination of Records; Confidentiality.

(a) The County and its authorized agents, at any reasonable time on prior notice, may enter and examine the Project and have access to and examine the Company's books and records relating to the Project for the purposes of (i) identifying the Project; (ii) confirming achievement of the Investment Commitment; (iii) verifying the investment in Public Infrastructure; and (iv) permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

(b) The County acknowledges that the Company may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques ("Confidential Information") and that disclosure of the Confidential Information could result in substantial economic harm to the Company. The Company may clearly label any Confidential Information delivered to the County pursuant to this Agreement as "Confidential Information." Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Company acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Company with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure and to cooperate reasonably with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

Section 4.2. Assignment. The Company may assign or otherwise transfer any of its rights and interest in this Agreement on prior written consent of the County, which may be given by resolution, and which consent will not be unreasonably withheld.

Section 4.3. Provisions of Agreement for Sole Benefit of County and Company. Except as otherwise specifically provided in this Agreement, nothing in this Agreement expressed or implied confers on any person or entity other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

Section 4.4. Severability. If any provision of this Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Agreement are unimpaired, and the Parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Agreement.

Section 4.5. Limitation of Liability.

(a) The County is not liable to the Company for any costs, expenses, losses, damages, claims or actions in connection with this Agreement, except from amounts received by the County from the Company under this Agreement.

(b) All covenants, stipulations, promises, agreements and obligations of the County contained in this Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Agreement or for any claims based on this Agreement may be had against any member of County Council or any elected official, officer, agent, servant or employee of the County except solely in their official capacity.

(c) The County is not responsible for the Company Public Infrastructure and disclaims all liability with respect to the Company Public Infrastructure.

Section 4.6. Indemnification Covenant.

(a) Except as provided in paragraph (d) below, the Company shall indemnify and save the County, its employees, elected officials, officers and agents (each, an "Indemnified Party") harmless against and from all liability or claims arising from the County's execution of this Agreement, performance of the County's obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement.

(b) The County is entitled to use counsel of its choice and the Company shall reimburse the County for all of its costs, including attorneys' fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a) above. The County shall provide a statement of the costs incurred in the response or defense, and the Company shall pay the County within 30 days of receipt of the statement. The Company may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Company to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Company shall resist or defend against such claim on behalf of the Indemnified Party, at the Company's expense. The Company is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified Party; provided the Company is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything herein to the contrary, the Company is not required to indemnify any Indemnified Party against or reimburse the County for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Agreement, performance of the County's obligations under this Agreement, or the administration of its duties under this Agreement, or otherwise by virtue of the County having entered into this Agreement; or (ii) resulting from that Indemnified Party's own negligence, bad faith, fraud, deceit, or willful misconduct.

(e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Company with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Company notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

Section 4.7. Notices. All notices, certificates, requests, or other communications under this Agreement are sufficiently given and are deemed given, unless otherwise required by this Agreement, when (i) delivered and confirmed by United States first-class, registered mail, postage prepaid or (ii) sent by facsimile, and addressed as follows:

if to the County: Richland County, South Carolina
Attn: Director of Economic Development
2020 Hampton Street
Columbia, South Carolina 29204
Phone: 803.576.2043
Fax: 803.576.2137

with a copy to
(does not constitute notice): Parker Poe Adams & Bernstein LLP
Attn: Ray E. Jones
1221 Main Street, Suite 1100 (29201)
Post Office Box 1509
Columbia, South Carolina 29202
Phone: 803.255.8000
Fax: 803.255.8017

if to the Company: Project Huger / 604 Huger, LLC
Attn: _____

Phone: _____
Fax: _____

with a copy to Tushar V. Chikhliker, Esq.
Nexsen Pruet, LLC
1230 Main Street, Suite 700 (29201)
Post Office Box 2426
Columbia, South Carolina (29202)
Phone: 803.771.8900
Fax: 803.253.8277

The County and the Company may, by notice given under this Section, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

Section 4.8. Administrative Fees. The Company will reimburse, or cause reimbursement to, the County for the Administration Expenses in an amount not exceeding \$5,000. The Company will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Company shall pay the Administration Expenses as set forth in the written request no later than 60 days following receipt of the written request from the County. For purposes of this Section, "Administration Expenses" means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Agreement, including reasonable attorneys' fees. Administration Expenses do not include any costs, expenses, including attorneys' fees,

incurred by the County (i) in defending challenges to the Fee Payments or Public Infrastructure Credits brought by third parties or the Company or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Company outside of the immediate scope of this Agreement, including amendments to the terms of this Agreement. The payment by the Company of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

Section 4.9. Entire Agreement. This Agreement expresses the entire understanding and all agreements of the Parties with each other, and neither Party is bound by any agreement or any representation to the other Party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery of this Agreement.

Section 4.10 Agreement to Sign Other Documents. From time to time, and at the expense of the Company, to the extent any expense is incurred, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Agreement to effectuate the purposes of this Agreement.

Section 4.11. Agreement's Construction. Each Party and its counsel have reviewed this Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

Section 4.12. Applicable Law. South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Agreement to the laws of another jurisdiction, governs this Agreement and all documents executed in connection with this Agreement.

Section 4.13. Counterparts. This Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

Section 4.14. Amendments. This Agreement may be amended only by written agreement of the Parties.

Section 4.15. Waiver. Either Party may waive compliance by the other Party with any term or condition of this Agreement but the waiver is valid only if it is in a writing signed by the waiving Party.

Section 4.16. Termination. Unless first terminated under any other provision of this Agreement, this Agreement terminates on the expiration of the Credit Term and payment by the Company of any outstanding Net Fee Payment due on the Project pursuant to the terms of this Agreement.

Section 4.17. Business Day. If any action, payment, or notice is, by the terms of this Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the Party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Agreement, and no interest will accrue in the interim.

[TWO SIGNATURE PAGES FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, Richland County, South Carolina, has caused this Agreement to be executed by the appropriate officials of the County and its corporate seal to be affixed and attested, effective the day and year first above written.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk to Council, Richland County Council

[SIGNATURE PAGE 1 TO PUBLIC INFRASTRUCTURE CREDIT AGREEMENT]

IN WITNESS WHEREOF, PROJECT HUGER / 604 HUGER, LLC has caused this Agreement to be executed by its authorized officer(s), effective the day and year first above written.

PROJECT HUGER / 604 HUGER, LLC

By: _____

Name: _____

Its: _____

[SIGNATURE PAGE 2 TO PUBLIC INFRASTRUCTURE CREDIT AGREEMENT]

EXHIBIT A**LAND DESCRIPTION****PARCELS 1-3**

All that lot of land, with improvements thereon, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, and containing 1.51 acres and being located the northeastern corner of the intersection of Blossom and Huger Streets and being shown on plat prepared for Blossom/Huger Limited Partnership by Cox and Dinkins, Inc., dated August 24, 1988, recorded in Plat Book 52 at Page 3217 on September 12, 1988. Said lot being bounded and measuring as shown on said plat.

TMS No./Address

TMS No. 08914-01-10 – 602 Huger Street, Columbia, SC 29201

TMS No. 08914-01-06 – 613-11 Pulaski Street, Columbia, SC 29201

TMS No. 08914-01-07 – 609 Pulaski Street, Columbia, SC 29201

PARCELS 4-5

All that certain piece, parcel or lot of land situate, lying, and being at the northwestern corner of the intersection of Blossom and Pulaski Streets, in the City of Columbia, in the County of Richland, in the State of South Carolina, being in shape practically a rectangle measuring on its northern and southern sides two hundred and eight (208') feet, more or less, and on its eastern and western sides one hundred and four (104') feet, more or less, bounded on the north by property of Baker and Weathers, formerly of Baylis, on the east by Pulaski Street, on the south by Blossom Street, and on the west by property of Ehrlich (lot now occupied by warehouse of Checker Transfer & Storage Co., known as 602 Huger Street), being the same property conveyed as two lots of approximately one quarter acre each by C.M. Wilder and Maria E. Wilder to George W. Waring be deed dated August 11, 1900, recorded in the Office of the Clerk of Court for Richland County in Deed Book "AE" at Page 81.

TMS No./Address

TMS No. 08914-01-08 – 603-05 Pulaski Street, Columbia, SC 29201

TMS No. 08914-01-09 – Pulaski Street, Columbia, SC 29201

A-1

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EXHIBIT B (See Section 2.2)**DESCRIPTION OF COMPANY PUBLIC INFRASTRUCTURE**

The Company Public Infrastructure includes approximately 300 structured parking spaces. A portion of the parking created will be available to the public for hourly, daily, and/or monthly use. In addition to the structured parking, general infrastructure benefiting the public will be constructed around the perimeter of the Project, including, but not limited to, sidewalks and landscaping. The anticipated total cost of the Company Public Infrastructure is approximately \$9,000,000.

Notwithstanding anything above or in this Agreement to the contrary, the Company and the County acknowledge and agree that: (i) the Company Public Infrastructure shall, subject to the provisions of **Section 2.2(c)** of this Agreement, include, in addition to that described and delineated above, any Public Infrastructure invested in by the Company in connection with the Project and consisting of improvements or infrastructure included within the description of Public Infrastructure set forth in **Section 2.2** of this Agreement; and, (ii) the total cost of the Company Public Infrastructure listed above is a current estimate and the actual expenditures made by the Company with respect to the Company Public Infrastructure may fluctuate as the Project develops.

B-1

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EXHIBIT C (See Section 2.3)**DESCRIPTION OF PUBLIC INFRASTRUCTURE CREDIT**

The County shall provide a 50% Public Infrastructure Credit against the Fee Payments due and owing from the Company to the County with respect to the Project as provided in this Agreement, provided, the cumulative total amount of the Public Infrastructure Credit shall not exceed the Company's investment in the Company Public Infrastructure.

The Company is eligible to receive the Public Infrastructure Credit against each of the Company's Fee Payments due with respect to the Project for a period of 10 consecutive years, beginning with the first such Fee Payment due with respect to the Project following the Verification Date and ending on the earlier of the 10th year or the year in which the cumulative total amount of the Public Infrastructure Credit equals the Company's investment in the Company Public Infrastructure ("Credit Term").

C-1

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EXHIBIT D (See Section 2.5)

**RICHLAND COUNTY RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY PRACTICES CONCERNING
ECONOMIC DEVELOPMENT PROJECTS IN THE COUNTY**

**A RESOLUTION TO AMEND THE DECEMBER 21, 2010,
RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY
PRACTICES CONCERNING ECONOMIC DEVELOPMENT
PROJECTS IN RICHLAND COUNTY**

WHEREAS, Richland County Council adopted a resolution dated as of December 21, 2010 ("Prior Resolution"), which requires companies receiving economic development incentives from Richland County, South Carolina ("County") to submit annual reports to the Richland County Economic Development Office; and

WHEREAS, the County desires to make the form of the annual reports submitted by such companies uniform in order to make the substantive information contained in the annual reports more easily tracked and documented by the Richland County Economic Development Office.

NOW, THEREFORE, BE IT RESOLVED by Richland County Council as follows:

Section 1. The County affirms that each company awarded an incentive by the County in exchange for the location or expansion of a facility or facilities within the County shall submit an annual report to the Richland County Economic Development Office by January 31 of each year throughout the term of the incentives.

Section 2. The Richland County Economic Development Office is authorized to create (and from time to time, if necessary, amend or recreate) and make available the form of the annual report; however, such form, shall require, at a minimum, the following information:

- a. Name of company;
- b. Cumulative capital investment (less any removed investment) to date as a result of the project;
- c. Net jobs created to date as a result of the project;

Section 3. A copy of the then-current form of the annual report may be obtained from the following address. The annual report shall likewise be submitted to the following address by the required date.

Richland County Economic Development Office
Attention: Kim Mann
1201 Main Street, Suite 910
Columbia, SC 29201

Section 4. This Resolution amends the Prior Resolution and sets forth the County's requirements with respect to the annual reports to be submitted by each company awarded an incentive by the County as described in Section 1.

Section 5. The substance of this Resolution shall be incorporated into the agreement between the County and each company with respect to the incentives granted by the County to the company.

Section 6. In the event that any company shall fail to submit an annual report, or any portion thereof, such company may be required to return all incentives, or a dollar amount equal thereof, to the County. Such incentives, or the dollar amount equal thereto, shall be paid to the County within 60 days after the date upon which the information was originally due.

RESOLVED: December 12 2017

RICHLAND COUNTY, SOUTH CAROLINA


Chair, Richland County Council

(SEAL)
ATTEST:


Clerk to County Council

Richland County Council Request for Action

Subject:

Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a Public Infrastructure Credit Agreement to provide for public infrastructure credits to a company identified for the time being as Project Novel; and other related matters

Notes:

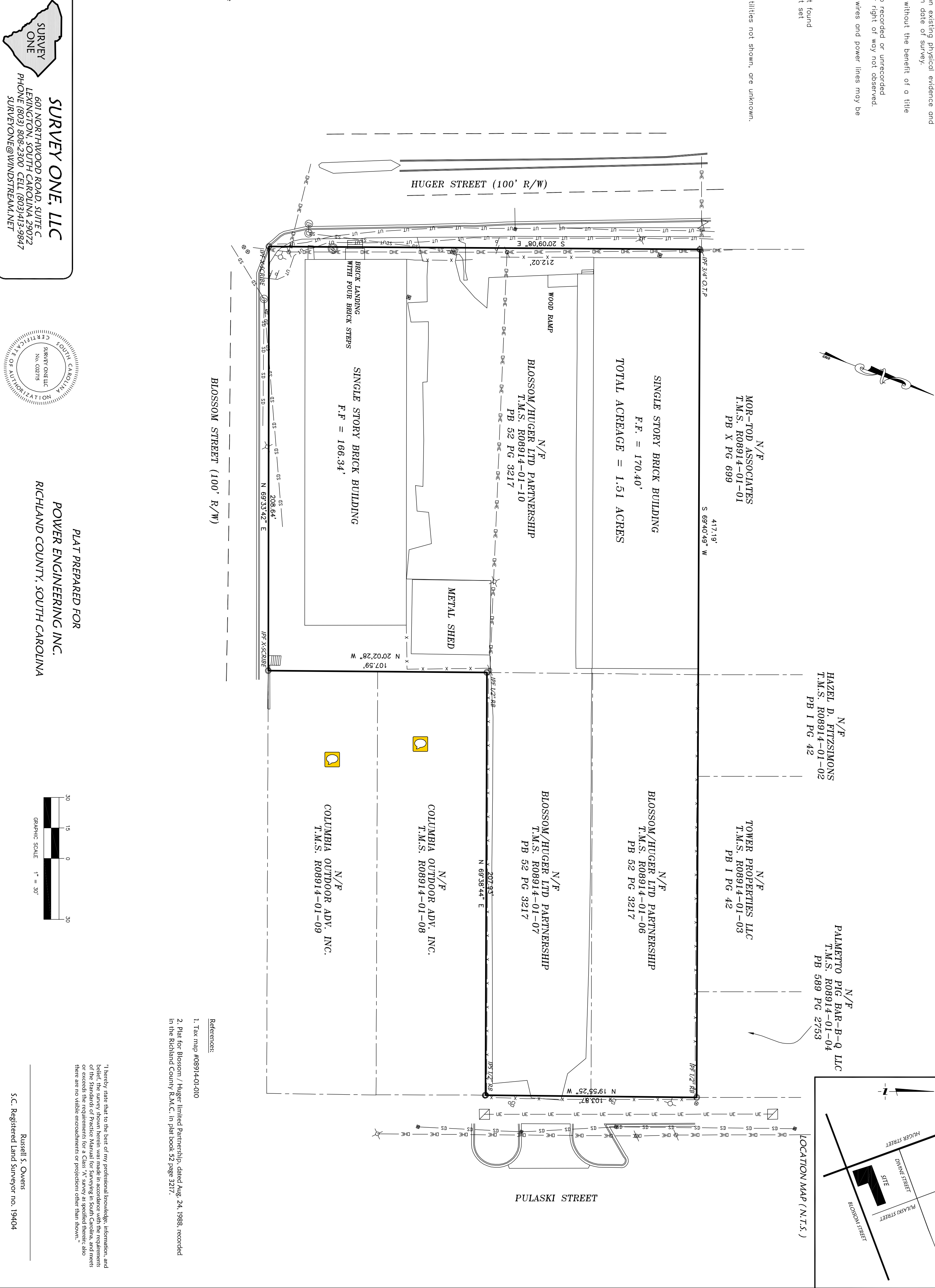
First Reading:
Second Reading:
Third Reading:
Public Hearing:

General Notes:

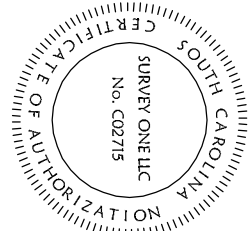
1. Easement locations shown are approximate.
2. Boundary survey is based on existing physical evidence and existing conditions observed on date of survey.
3. This survey was performed without the benefit of a title examination by an attorney.
4. Property may be subject to recorded or unrecorded easements, restrictions and or right of way not observed.
5. Individual power poles, guy wires and power lines may be subject to easements.
6. RB = Rebar
IPF = Iron pin found
IPS = Iron pin set
OMF = Concrete monument found
OMS = Concrete monument set
RB/CAP = Rebar with cap
OT = Open top pipe
CT = Crimp top pipe
PK = Pk nail
7. Locations of underground utilities not shown, are unknown.

- Benchmark
- Monitoring well
- Geodetic Monument
- Boloid
- Drop Inlet
- Drainage Manhole
- Catch Basin
- Junction Box
- Sanitary Sewer Manhole
- Sanitary Cleanout
- Sanitary Sewer Valve
- Runway Light
- Light Pole
- Utility Pole
- Electric Manhole
- Telephone Manhole
- Telephone Pedestal
- Taxiway Light
- Water Well
- Water Fountain
- Water Spigot
- Fire Hydrant
- Water Meter
- Water Valve
- Gas Valve
- Gas Meter
- Right of Way Mon.
- Aerial Target
- Valve Unknown
- Sign
- Mail Box
- Utility Manhole

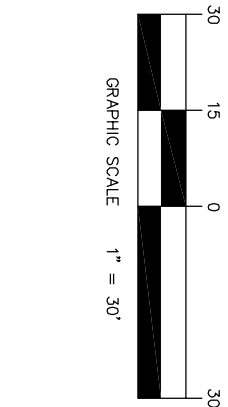
- X — Fence Line
- — — — — Overhead Electric
- SS — Sanitary Sewer
- SD — Storm Drain
- — — — — Water Line
- — — — — Power Line
- — — — — Tree Line
- UE — Underground Electric
- UT — Underground Telephone
- UL — Underground Utility
- TV — Underground Cable



SURVEY ONE, LLC
601 NORTHWOOD ROAD, SUITE C
LEXINGTON, SOUTH CAROLINA 29072
PHONE (803) 808-2300 CELL (803)413-9847
SURVEYONE@WINDSTREAM.NET



PLAT PREPARED FOR
POWER ENGINEERING INC.
RICHLAND COUNTY, SOUTH CAROLINA



- References:
1. Tax map #08914-01-010
 2. Plat for Blossom / Huger limited Partnership, dated Aug. 24, 1988, recorded in the Richland County R.M.C. in plat book 52 page 3217.
- 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 the standards of the Surveying and Mapping Board of the State of South Carolina. I am a duly Licensed Professional Surveyor in the State of South Carolina, and there are no visible encroachments or projections other than shown."
- Russell S. Owens
S.C. Registered Land Surveyor no. 19404



We Are Columbia

MEETING DATE: March 17, 2020

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2020-044 Public Input on Closing and Transfer of an unopened portion of Hamrick Avenue adjacent to Richland County TMS #11204-02-06 and an unopened portion of Seabrook Street f/k/a Magnolia Avenue adjacent to Richland County TMS #11204-02-06 (Capital City Stadium)

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Connecting Our Community, Economic Prosperity - Endless Possibilities, Empowering Our Residents, Enhancing Columbia's Neighborhoods, Planning Together

ATTACHMENTS:

- R-2020-044 Public Input - Closing and Transfer unopened pts of Hamrick & Seabrook (PDF)

RESOLUTION NO.: R-2020-044

Public Input on Closing and Transfer of an unopened portion of Hamrick Avenue adjacent to Richland County TMS #11204-02-06 and an unopened portion of Seabrook Street f/k/a Magnolia Avenue adjacent to Richland County TMS #11204-02-06

WHEREAS, pursuant to Resolution R-2014-053 enacted by the Mayor and City Council on June 10, 2014, the City adopted a procedure to receive public input on any action to which the City is a party regarding the permanent closure of a public street; and,

WHEREAS, Dominion Energy South Carolina, Inc. has requested the permanent closing and transfer of an unopened portion of City right-of-way of Hamrick Avenue adjacent to Richland County TMS #11204-02-06 as shown on a survey of Homeland Terrace prepared by A.L. Cumbow in the year 1937 and recorded in the Office of the Register of Deeds for Richland County in Plat Book H at page 64, as that portion of Hamrick Avenue that begins approximately 128 feet northwest of the northwestern corner of the intersection of Hamrick Avenue and Ferguson, and a portion of Seabrook Street formerly known as Magnolia Avenue adjacent to Richland County TMS #11204-02-06 as shown on a survey of Homeland Terrace prepared by A.L. Cumbow in the year 1937 and recorded in the Office of the Register of Deeds for Richland County in Plat Book H at page 64, as that portion of Magnolia Avenue that begins on the northwestern side of the intersection of Magnolia Avenue and Ferguson Street and extends in a northwestern direction until Magnolia Avenue terminates, a copy of said plat is attached hereto as Exhibit "A"; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2020, that pursuant to R-2014-053, the City desires to receive public input regarding the request of the Dominion Energy South Carolina, Inc. to permanently close to vehicular traffic and transfer to Dominion Energy South Carolina, Inc. an unopened portion of City right-of-way of Hamrick Avenue adjacent to Richland County TMS #11204-02-06 as shown on a survey of Homeland Terrace prepared by A.L. Cumbow in the year 1937 and recorded in the Office of the Register of Deeds for Richland County in Plat Book H at page 64, as that portion of Hamrick Avenue that begins approximately 128 feet northwest of the northwestern corner of the intersection of Hamrick Avenue and Ferguson, and a portion of Seabrook Street formerly known as Magnolia Avenue adjacent to Richland County TMS #11204-02-06 as shown on a survey of Homeland Terrace prepared by A.L. Cumbow in the year 1937 and recorded in the Office of the Register of Deeds for Richland County in Plat Book H at page 64, as that portion of Magnolia Avenue that begins on the northwestern side of the intersection of Magnolia Avenue and Ferguson Street and extends in a northwestern direction until Magnolia Avenue terminates, a copy of said plat is attached hereto as Exhibit "A".

Requested by:

Assistant City Manager Shealy

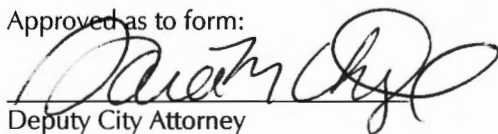
Mayor

Approved by:

City Manager

ATTEST:

Approved as to form:



Deputy City Attorney

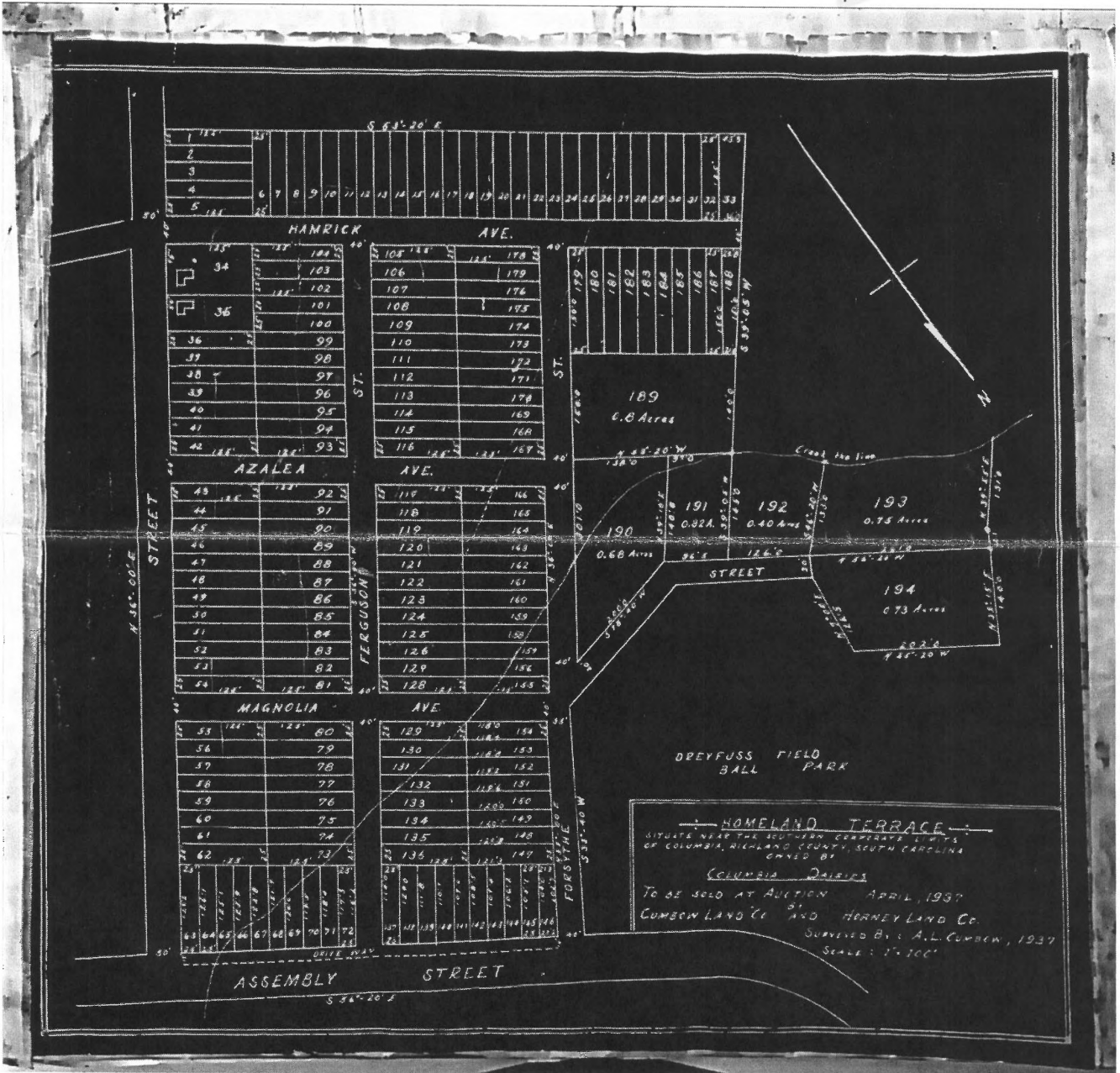
Introduced:

Final Reading:

City Clerk

Copy

H-65





We Are Columbia

MEETING DATE: March 17, 2020

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2020-049 Requesting the Richland County and Lexington County Magistrate Courts to Stay all Evictions Within the corporate limits of the City of Columbia due to the Emergency Situation Caused by SARS-CoV-2 (the Coronavirus)

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-2020-049 Request for Stay of Evictions (PDF)

RESOLUTION NO.: R-2020-049

*Requesting the Richland County and Lexington County Magistrate Courts to Stay all Evictions
Within the corporate limits of the City of Columbia due to the Emergency Situation
Caused by SARS-CoV-2 (the Coronavirus)*

WHEREAS, this Council believes that during this worldwide pandemic event and emergency situation, law enforcement should focus only on protecting the health, safety and welfare of residents; and,

WHEREAS, this Council is concerned that oftentimes tenants who are evicted are impoverished, lack the resources to timely move their personal belongings, and have nowhere else to go after being evicted; and,

WHEREAS, this Council believes that evicting residents during this worldwide pandemic event and emergency situation, would be contrary to the health safety and welfare of the community; NOW THEREFORE,

BE IT RESOLVED, by the Mayor and Council this ____ day of _____, 2020, that the City Council of the City of Columbia hereby urges the Richland County and Lexington County Magistrate Courts to stay all evictions due to the emergency situation caused by SARS-CoV-2 (the Coronavirus) that causes the disease COVID-19.

Requested by:

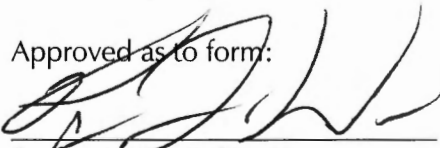
Mayor and City Council

Mayor

Approved by:

City Manager

Approved as to form:



Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: March 17, 2020

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:**

PURPOSE:
Coronavirus Update



We Are Columbia

MEETING DATE: March 17, 2020

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

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

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:
Chief Administrative Judge
City Manager and City Attorney Evaluations



We Are Columbia

MEETING DATE: March 17, 2020

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:
Convention Center
Letter of Credit
Whitewater / Finlay Park